



CHAPTER ccliv.

An Act for making a Railway in the County of Stafford from A.D. 1901.
Wolverhampton to Great Wyrley and for other purposes.
[17th August 1901.]

WHEREAS the making and maintaining of the railways by this Act authorised from Wolverhampton to Great Wyrley in the county of Stafford would be of public and local advantage :

And whereas the persons in that behalf in this Act named with others are willing to undertake the same on the powers herein-after contained being conferred upon them and it is expedient that they be incorporated into a company (herein-after called "the Company") for that purpose :

And whereas it is expedient that the other powers contained in this Act be conferred on the Company :

And whereas it is expedient to authorise the payment of interest out of capital during the construction of the railway as herein-after provided :

And whereas plans and sections showing the lines situation and levels of the railways authorised by this Act and also books 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 or under the powers of this Act were duly deposited with the clerk of the peace for the county of Stafford and are herein-after respectively referred to as the deposited plans sections and books of reference :

And whereas the purposes of this Act 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 King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and

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A.D. 1901. Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title. **1.** This Act may be cited as the *Wolverhampton and Cannock Chase Railway Act 1901.*

Incorporation of Acts. **2.** The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation. **3.** In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Company incorporated by this Act the expressions "the railway" or "the railways" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised.

Company incorporated. **4.** The Right Honourable the Earl of Shrewsbury and Talbot Captain William Bealey Harrison Colonel Thomas Wilson C.B. and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railway and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Wolverhampton and Cannock Chase Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make railways. **5.** Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways herein-after described with all proper stations sidings junctions approaches works machinery appliances and conveniences connected therewith or incidental thereto and may enter upon take and use such of the

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lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes The railways herein-before referred to and authorised by this Act will be wholly situate in the county of Stafford and are—

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(1) A railway (No. 1) 6 miles 2 furlongs 6·25 chains in length commencing in the parish and county borough of Wolverhampton by a junction with the Wolverhampton and Bushbury Branch of the Great Western Railway Company at a point distant 10 chains or thereabouts north of the bridge carrying the Cannock Road over the said branch railway and terminating in the parish of Great Wyrley by a junction with the Cannock Branch of the South Staffordshire line of the London and North Western Railway Company at a point 23 chains or thereabouts north of the bridge carrying the public road over the last-mentioned branch railway at Upper Landywood :

(2) A railway (No. 2) 2 furlongs 8·40 chains in length commencing in the urban district and parish of Heath Town by a junction with the Grand Junction line of the London and North Western Railway Company at a point distant $9\frac{1}{2}$ chains or thereabouts measured in a north-westerly direction from the bridge carrying the said line of railway over the Cannock Road and terminating in the said parish and urban district of Heath Town in the field or enclosure numbered 249 on the $\frac{1}{2500}$ Ordnance map by a junction with the said intended Railway No. 1 at a point $6\frac{1}{2}$ chains or thereabouts measured in a north-easterly direction from the south-west boundary of that field or enclosure :

(2A) A railway (No. 2A) 4 furlongs 0·70 chain in length commencing in the parish of Bushbury by a junction with the Grand Junction line of the London and North Western Railway Company at a point distant 1 chain or thereabouts north of the bridge carrying that railway over the road leading to Showell Farm and terminating in the urban district and parish of Heath Town in the field or enclosure numbered 248 on the $\frac{1}{2500}$ Ordnance map by a junction with the intended Railway No. 1 at a point distant 4 chains or thereabouts measured in a north-easterly direction from the south-west boundary of that field or enclosure :

(3) A railway (No. 3) 1 mile 3 furlongs 1·50 chains in length situate wholly in the said parish of Great Wyrley commencing by a junction with the intended Railway No. 1 at

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a point on the eastern side of the public road at Upper Landywood known as Streets Lane $5\frac{1}{2}$ chains or thereabouts northward of the junction of Streets Lane and Holly Lane and terminating at a point on the eastern side of the public road known as Slackey Lane at a point $7\frac{1}{2}$ chains or thereabouts measured in a north-westerly direction from the junction of Slackey Lane and Jones's Lane :

- (4) A railway (No. 4) 1 furlong 4·90 chains in length situate wholly in the parish of Great Wyrley commencing by a junction with the Cannock Branch of the South Staffordshire line of the London and North Western Railway Company at a point 11 chains or thereabouts south of the bridge carrying the public road over that railway at Lower Landywood and terminating by a junction with the intended Railway No. 3 at a point on the northern side of the public road leading from Cheslyn Hay to Lower Landywood $7\frac{1}{2}$ chains or thereabouts measured in an easterly direction along that road from the said bridge over the said Cannock Branch.

The Company shall appropriate and use so much of the lands within the limits of deviation shown upon the deposited plans at or near the commencement of Railway No. 1 in the parish and county borough of Wolverhampton as may be necessary for the mineral and goods traffic of the new railway and shall thereon provide and form a depôt with all necessary sidings appliances and conveniences for the accommodation of such mineral and goods traffic.

Power to deviate laterally and vertically.

6. In the construction of the Railways Nos. 1 3 and 4 by this Act authorised but subject to the provisions of this Act the Company may deviate vertically from the levels thereof marked on the deposited sections to such an extent not exceeding 5 feet upwards or 10 feet downwards as may be found necessary or convenient.

Capital.

7. The capital of the Company shall be two hundred and seventy thousand pounds in twenty-seven thousand shares of ten pounds each.

Shares not to be issued until one fifth paid.

8. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

9. One fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval

between successive calls and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share. A.D. 1901.

10. Subject to the provisions of this Act the Company with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may divide any shares in their capital into half shares of which one shall be called "preferred half share" and the other shall be called "deferred half share" but the Company shall not divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon) and the residue to the credit of the preferred half share. Power to divide shares.

11. The dividends which would be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following (that is to say) First in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share and the remainder (if any) in payment of dividend on the deferred half share and the Company shall not pay any greater amount of dividend on the two half shares than would have been payable on the entire share if the same had not been divided. Dividends on half shares.

12. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company. Dividends on preferred half shares to be paid out of profits of year only.

13. Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half shares accordingly and shall cause an entry Half shares to be registered and certificates issued.

A.D. 1901. to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Terms of
issue to be
stated on
certificates.

14. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of
preferred
half shares.

15. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half shares created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred half
shares not to be
cancelled or
surrendered.

16. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half shares
to be half
shares in
capital.

17. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to
borrow on
mortgage.

18. The Company may borrow on mortgage of the undertaking any sum not exceeding in the whole ninety thousand pounds but no part thereof shall be borrowed until the whole capital of two hundred and seventy thousand pounds is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital has been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such

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capital was issued bonâ fide and is held by the persons to whom the same was issued or their executors administrators successors or assigns and that such persons their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof. A.D. 1901.

19. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than five thousand pounds in the whole. Appoint-
ment of a
receiver.

20. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock. Debenture
stock.

21. If any money is payable to a shareholder or mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company. Receipt in
case of
person not
sui juris.

22. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable. Application
of moneys.

23. The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act and the quorum for all meetings whether ordinary or extraordinary shall be at least five shareholders holding not less than one twentieth of the amount of capital from time to time paid up. First
meeting of
Company
and quorum
for meetings.

24. The number of directors shall be three but the Company may vary the number provided that the number be never less than three nor more than five. Number of
directors.

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Qualification
of directors.

25. The qualification of a director shall be the possession in his own right of not less than twenty-five shares.

Quorum of meet-
ing of directors.

26. The quorum of a meeting of directors shall be three.

First
directors.

27. The Right Honourable the Earl of Shrewsbury and Talbot Captain William Bealey Harrison and Colonel Thomas Wilson C.B. shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being (if they continue qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Election of
directors.

Lands for
extra-
ordinary
purposes.

28. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed five acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Period for
compulsory
purchase of
lands.

29. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of two years from the passing of this Act.

Owners may
be required
to sell parts
only of
certain
lands and
buildings.

30. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the

First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

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31. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Persons
under
disability
may grant
easements
&c.

32. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Wolverhampton (herein-after called "the corporation") shall unless otherwise agreed between the Company and the corporation apply and have effect :—

For pro-
tection of
Wolver-
hampton
Corporation.

(1) Before constructing Railway No. 1 by this Act authorised over the brook forming the corporation boundary and abutting east upon the field numbered 4 in the parish of Wolverhampton the Company shall make and maintain under the whole width of the railway and the embankments upon which the same may be constructed a semi-circular culvert or arch of not less than 10 feet span and not less than 5 feet in height internally measured from the bottom of the brook and the culvert or arch shall be constructed with three rings of blue brickwork set in cement and with an invert at the bottom and sides of the brook of brickwork or concrete :

(2) Before constructing the said Railway No. 1 over the intercepting sewer belonging to the corporation the Company shall make and maintain under the whole width of the railway and the embankment upon which the same may be constructed a

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semi-circular culvert or arch of not less than 10 feet span and not less than 5 feet in height internally, measured from the ground surface over the sewer and the culvert or arch shall be constructed with three rings of blue brick set in cement and the sides of the culvert shall be carried down below the level of the underside or bottom of the sewer :

(3) The Company shall not without the consent of the corporation (which consent shall not be unreasonably withheld) stop up divert or cross on the level the public footpath known as Gipsev Lane and the occupation road and footpath numbered 2 on the deposited plans in the parish of Wolverhampton and in the event of its being found necessary at any time hereafter to carry the Railway No. 1 over the said footpath and occupation road or either of them it shall be in each case by means of a bridge with a span of not less than 6 feet and a headway of not less than 10 feet and the Company shall make proper provision for draining and lighting the said footpath and occupation road or either of them under such bridge or bridges respectively as the case may be :

(4) The Company shall carry the occupation road numbered 5 on the deposited plans in the parish of Wolverhampton over the Railway No. 1 by means of a bridge of an uniform width between the parapets of 20 feet such bridge to be constructed of sufficient strength at every part thereof to carry the ordinary traffic of the district and the Company shall construct on each side of such bridge substantial parapets of not less than 5 feet in height and the approaches to the bridge shall not be steeper than at the present time :

(5) The said culverts or arches and bridges shall be constructed according to such plans and sections and of such levels and shall be carried out in such manner as shall be reasonably approved of by the engineer of the corporation :

(6) The Company shall also provide such means of access to the said culverts or arches on each side thereof as may reasonably be necessary :

(7) (A) In sections 18 to 23 of the Railways Clauses Consolidation Act 1845 the words "company or society" shall for the purposes of this Act be held to extend to and include the corporation ;

(B) Whenever the water mains pipes or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary

for maintaining the supply of water to lay down substituted mains or pipes the same shall previously to the severance or interference be laid down by the corporation at the expense of the Company ;

(c) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing water main or apparatus the Company shall repay to the corporation such cost ;

(d) In case it shall be necessary to construct the railways over any water main or apparatus of the corporation provisions shall be made to the reasonable satisfaction of the corporation for protecting such water main or apparatus from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair ;

(e) All bridges of the Company which may be constructed within the water limits of the corporation as defined in the Wolverhampton Improvement Act 1869 for the purpose of carrying any street or roadway over the said railway shall be so constructed as to permit the corporation to lay in such street or roadway a water main or pipe of such size or dimensions as may be reasonably required and at sufficient depth to provide a covering of not less than 1 foot 6 inches above the top of such main or pipe and in the event of such a depth of covering not being available the Company shall provide and maintain at their own cost and expense suitable and proper means for carrying and protecting from injury any such main or pipe and for affording easy access thereto for the purpose of examination alteration renewal or repair :

(8) If any difference shall arise between the corporation and the Company with reference to any of the matters provided for by this section the same shall be settled by an engineer to be appointed as arbitrator on the application of either party by the President of the Institution of Civil Engineers.

33. The following provisions for the protection and benefit of the Staffordshire County Council (in this section referred to as "the council") shall have effect unless otherwise agreed upon in writing between the Company and the council (that is to say) :—

For protection of Staffordshire County Council.

At the point where the Railway No. 1 by this Act authorised passes under the Wolverhampton and Cannock main road at a distance of 1 mile and 7 chains from the commencement of the said Railway No. 1 in the parish and urban district of Heath Town ; and also.

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At the point where the Railway No. 3 by this Act authorised passes under the Cannock and Walsall main road at a distance of about 7 furlongs and 5 chains from the commencement of the said Railway No. 3 in the parish of Great Wyrley The said railways shall respectively pass under the said main road by means of bridges the width between the parapets of which shall not be less than 40 feet and such bridges shall be constructed in all other respects in conformity with the 50th section of the Railways Clauses Consolidation Act 1845.

For protec-
tion of rural
district
council of
Cannock.

34. For the protection of the rural district council of Cannock (in this section referred to as "the council") the following provisions shall have effect unless otherwise agreed upon in writing between the Company and the council (that is to say) :—

- (1) The Company shall construct the bridges intended to carry the Essington and Bloxwich Road and Kitchen Lane in the parish of Essington and numbered 2 and 14 on the deposited plans for that parish over the Railway No. 1 of a width of 25 feet and shall also make the approaches on each side of such bridges of a like width The approaches on the west side to the said bridges shall have a gradient not steeper than 1 foot in 30 feet :
- (2) The Company shall construct the bridges intended to carry Broad Lane in the parish of Essington and numbered 56 on the deposited plans for that parish over the Railway No. 1 of a width between the parapets of 35 feet and shall also make the approaches to such bridge of a like width The approaches to the said bridge shall have a gradient of not less than 1 foot in 30 feet :
- (3) The Company shall construct the bridge intended to carry the Railway No. 1 over the portion proposed to be diverted of the road known as Old Landywood Lane in the parish of Essington numbered 73 on the deposited plan for that parish having a span of 25 feet The approach on each side of such bridge shall have a gradient not steeper than 1 foot in 30 feet If the Company shall find it necessary to divert the above-mentioned lane numbered 73 on deposited plan such diversion shall be carried out to the reasonable satisfaction of the surveyor to the council :
- (4) The Company shall construct the bridges intended to carry Streets Lane in the parish of Great Wyrley and numbered 19 on the deposited plans for that parish over the Railways numbered 1 and 3 of a width of 25 feet between the parapets

and shall also make the approaches of a like width The approaches to the said bridge shall have a gradient not steeper than 1 foot in 30 feet : A.D. 1901.

- (5) The Company shall construct the bridge intended to carry the Railway No. 3 over the road known as Watery Lane in the parish of Great Wyrley numbered 62 on the deposited plans for that parish with a clear span of 25 feet The approach on the eastern side of the said bridge shall have a gradient not steeper than 1 foot in 25 feet :
- (6) If the Company shall interfere with the existing sewers drains or pipes of the council in the parishes of Essington and Great Wyrley or either of those parishes the Company shall properly divert the same All the diverted sewers drains and pipes aforesaid shall be constructed with suitable self-cleansing gradients and with the requisite and convenient manholes and inspection chambers to the reasonable satisfaction in all things of the surveyor of the council :
- (7) The Company shall construct such works as in the opinion of the council may be necessary for the effectual draining of the roads the levels of which may be altered by the Company and all such works shall be carried out to the reasonable satisfaction of the surveyor of the council :
- (8) If any difference shall arise between the Company and the council under or in relation to any of the provisions of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the council.

35. Whereas the Railway No. 1 hereby authorised is intended to be carried by means of a bridge over a certain canal lands and works of the Company of Proprietors of the Birmingham Canal Navigations (which company is herein-after referred to as "the Birmingham Canal Company") and will otherwise interfere with the property and works of that company at the respective places shown on the deposited plans Therefore the following provisions for the protection of the Birmingham Canal Company shall be observed and have effect :—

For protection of Birmingham Canal Company.

- (1) The Company shall at their own cost 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 canal and the towing-path banks and other works thereof at the point where Railway No. 1 is intended to be carried over the

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same as shown upon the said plans and sections deposited as aforesaid provided 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 waterway of the canal and a space of not less than eight feet wide on one side thereof for a towing-path and such bridge shall have close fences not less than five feet high above the level of the rails and the soffit of the girders at the lowest point of the under side of the bridge at the aforesaid point of crossing over the said canal shall be not less than eight feet six inches above the top water level of such canal and the extreme width of the superstructure of such bridge shall not exceed thirty-one feet on the square :

- (2) The Company shall pay to the Birmingham Canal Company the sum of one hundred pounds in respect of such bridge for the easement of crossing the Birmingham Canal Company's property as aforesaid and in addition shall pay for any land of the Birmingham Canal Company which the Company shall occupy for abutments of such bridge or otherwise in the execution of the work hereby authorised such sums of money as shall be agreed :
- (3) The Company shall at their own cost at all times after the said bridge shall have been completed keep the same and any future bridge 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 and capacity as are herein-before severally mentioned together with all works belonging to or connected therewith in good and substantial repair to the satisfaction of the engineer of the Birmingham Canal Company and in case of any want of repair to any such bridge or any work belonging thereto or connected therewith and whether such want of repair shall arise from the sinking of any such bridge or any part thereof 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 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 bridge 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 completed and if the Company shall fail to begin the same within the said space of ten days or to 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 bridge and works and to raise or rebuild or reconstruct the same or such part thereof respectively as shall be necessary and in such manner as they may think proper and all the costs thereof shall be repaid by the Company to the Birmingham Canal Company upon demand. Provided always that during the progress of constructing any such bridge 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 such bridge and full permission to inspect the workmanship and materials thereof : A.D. 1901.

(4) If by or by reason or in execution of any of the works by this Act authorised or by reason of the mode of construction or of the bad state of repair of any such bridge as aforesaid or any of the slopes banks or works of the said railway near the said canal or of any other works by this Act authorised 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 canal or the towing-path thereof or any of 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 obstructed impeded or delayed in their passage along the said canal 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 and by way of ascertained damages the sum of fifty pounds for every 24 hours during which any such obstruction or impediment shall continue and so in proportion for any less period than 24 hours :

(5) Provided always that nothing herein contained shall extend to prevent the Birmingham Canal Company or any other company or person using any portion of the said canal from recovering against the Company any special further or other damages that may be sustained by the Birmingham Canal Company or any other such company or person on account of any wilful act or default of the Company :

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(6) Nothing herein contained shall authorise or empower the 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 Birmingham Canal Company or which the Birmingham Canal Company are by law empowered to take and make use of for the purposes of the said canal or to prevent or interfere with any of such waters flowing into the said canal :

(7) If any difference shall arise between the Company and the Birmingham Canal Company touching any of the matters aforesaid either as to the mode of carrying the said railway over across or by the side of the said canal or as to the facilities to be afforded by the Company for the purposes thereof or as to the necessity for or the extent of any repair or reconstruction or as to any other matter arising out of these provisions such difference shall be settled by an engineer to be appointed as arbitrator on the application of either party by the Board of Trade :

(8) Except only as is by this Act otherwise provided 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 canal.

For protection of
Right Hon.
Sir Richard
Paget Bart.
and Henry
Lovatt.

36. For the protection of the Right Honourable Sir Richard Horner Paget Baronet or other the owner or owners for the time being of the Tromelowe and Newbolds Estates in the urban district of Heath Town and Wednesfield (all of whom are in this section referred to as "Sir Richard Paget") and of Henry Lovatt or other the owner or owners for the time being of the Showell Farm Estate in the parish of Bushbury (all of whom are in this section referred to as "Henry Lovatt") the following provisions shall unless otherwise agreed between the Company on the one hand and Sir Richard Paget and Henry Lovatt or either of them on the other hand apply and be observed and have effect (that is to say) :—

(1) The Company shall on land to be provided by Sir Richard Paget free of cost to the Company divert the occupation road known as Park Lane and numbered on the deposited plans 7 in the urban district of Heath Town including the public footpath along the said road in the position shown in red and marked A D C on the copy of the deposited plan signed by Colonel Henry Ferryman Bowles the chairman of the Committee of

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the House of Commons to whom the Bill for this Act was referred and shall construct the said diverted road of a width of 45 feet and shall erect and construct proper and sufficient fences and ditches on each side thereof and shall carry Railways Nos. 1 2 and 2A over the said diverted road at or near the point marked D on the said signed plan by means of a bridge not less than 45 feet span measured on the square and having a clear headway throughout of not less than 15 feet and for such purpose the Company shall be at liberty to lower the levels of the ground along the said proposed diverted road and under the said bridge to any extent not exceeding 3 feet provided that the descent of such altered road shall not be more than 1 foot in 30 feet :

- (2) When and so soon as the said diverted road is completed the Company shall stop up so much of Park Lane and of the public footpath along the same as lies between the points marked A and B on the said signed plan and shall purchase so much of the site thereof as may be within the fences of the said railways as constructed and shall remove the fences and fill up the ditches adjoining the parts of the said road not so purchased and make such parts level and fit for cultivation with the neighbouring lands :
- (3) The Company shall construct Railway No. 2A between its commencement and the said bridge at the point marked D on the said signed plan according to the centre line as shown in red on the said signed plan and shall carry that railway over Showell Lane numbered on the deposited plans 11 in the parish of Bushbury by a bridge for not exceeding two lines of railway such bridge to be on the east side of and adjoining and of the same dimensions as those of the existing bridge carrying the Grand Junction Railway over Showell Lane aforesaid and shall also carry the said Railway No. 2A over the public footpath in the property numbered 5 in the urban district of Heath Town by a bridge with a span of not less than 6 feet :
- (4) The Company shall if and when reasonably required by the said Sir Richard Paget but concurrently with the construction of Railway No. 1 construct and thereafter maintain a bridge under the said Railway No. 1 at some point convenient to the said Sir Richard Paget between the points marked respectively on the deposited plans 6 furlongs and 7 furlongs and the Company shall also at the like request construct and maintain a bridge over the said railway at the point marked 1 mile and

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3 furlongs on the said plans or within 100 yards north-east of such point. The first-mentioned bridge shall have a clear span of not less than 36 feet and a clear headway of not less than 15 feet and the secondly-mentioned bridge shall have a clear space between the fences thereof of 36 feet and the approaches to carry the road over the said secondly-mentioned bridge shall be constructed by the Company with an ascent of not more than 1 foot in 30 feet. The land for such approaches to be provided by Sir Richard Paget free of cost to the Company :

(5) If the cottages numbered on the deposited plans 4 and 5 in the parish of Bushbury are taken down by the Company the Company shall erect in lieu thereof two similar cottages on such part of the Showell Farm Estate as Henry Lovatt may reasonably require :

(6) The Company shall construct a private footpath from the point marked C on the said signed plan to Showell Farm in a position to be agreed upon between them and Henry Lovatt and on his lands in lieu of and similar to the existing footpath between the point B on the said signed plan and Showell Farm :

The Company shall also construct a culvert 45 feet long and 3 feet wide over the deep ditch along the north side of Park Lane opposite the end of the diverted road at the point marked C on the said signed plan and a farm gate as an entrance into Showell Farm from Park Lane in lieu of the present entrance at the point marked B on the said signed plan :

(7) Any dispute or difference which may arise between the Company and Sir Richard Paget and Henry Lovatt or any of them, respecting any of the matters referred to in this section shall be referred to and settled at the request of any party in difference by an engineer or other fit person to be agreed on between the parties in difference or in default of agreement by an engineer or other fit person to be appointed as a single arbitrator under the provisions of the Railways Clauses Consolidation Act 1845.

For protection of
Hilton
Park Estate.

37. The following provisions for the protection of Augustus Leveson Vernon or other the owner or owners for the time being of the Hilton Park Estate (in this section referred to as "the owner") shall unless otherwise agreed between the Company and the owner apply and have effect (that is to say) :—

(1) The Company shall concurrently with the construction of Railway No. 1 by this Act authorised provide all necessary facilities for making maintaining and working by the owner

his lessees and tenants respectively of the following sidings A.D. 1901.

(a) from the Essington Brick Works to a point on the said railway at or near a point distant 4 miles 3 furlongs from the commencement of the said railway as shown on the deposited plans or to such other point as shall be agreed upon between the Company and the owner and so as to form a convenient junction with the said railway (b) from the coal pits late in the occupation of the Wyrley Cannock Company shortly to be re-opened by the Norton Cannock Coal Company to a point on the said railway at or near a point distant 5 miles 4 furlongs from the commencement of the said railway or to such other point as shall be agreed upon between the Company and the owner so as to form a convenient junction with the said railway such sidings and junction to be constructed and maintained and worked at the expense of the owner his lessees and tenants respectively requiring such facilities :

(2) The Company shall concurrently with the construction of the said railway provide all necessary facilities for making maintaining and working by the owner his lessees and tenants respectively a siding from the railway of the Holly Bank Colliery Company Limited at or near a point distant 4 miles $1\frac{1}{2}$ chains from the commencement of the said Railway No. 1 by this Act authorised or at such other point as may be agreed upon between the Company and the owner so as to form a convenient junction between the said railway and the railway of the Holly Bank Colliery Company Limited such sidings and junctions to be constructed maintained and worked at the expense of the owner his lessees and tenants respectively requiring such facilities :

(3) The Company shall construct and at all times maintain with all necessary gates and other works connected therewith accommodation level crossings at a point distant 3 miles 5 furlongs and 3 chains and also at a point distant 4 miles 1 furlong and also at a point distant 4 miles 3 furlongs and 6 chains from the commencement of the said railway as shown on the deposited plans :

(4) The Company shall at their own expense construct and at all times maintain at or near the point distant 4 miles 5 furlongs and 4 chains from the commencement of the said railway as shown on the deposited plans an over bridge of such dimensions and at such levels as will be reasonably convenient for the accommodation of the surface tenants and permit of

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the construction and working of a tramway from the brick-works on the property of the owner to the Wyrley and Essington Canal :

- (5) The Company shall at their own expense construct and hereafter maintain at the points where the occupation roadway pass beneath the said railway distant 5 miles 1 furlong and 7 chains 5 miles 3 furlongs and 2 chains and 5 miles 4 furlongs and 9 chains from the commencement of the said railway as shown on the deposited plans under bridges having a clear width between the piers or abutments thereof of not less than 12 feet and a clear headway of not less than 15 feet and in such manner that the inclination of the approaches to the said bridges on both sides of the railway shall be not steeper than 1 in 20 Provided nevertheless that inasmuch as under section 6 following the railway may be diverted all reasonable necessity of one or other respectively of the bridges at the two points first named may cease and in such case the Company shall not be required to make more than one of such bridges :
- (6) Notwithstanding anything in this Act contained or shown upon the deposited plans the Company shall only construct the said railway between the points marked respectively 5 miles 1 furlong and 5 miles 7 furlongs as shown upon such plans in such a position within the limits of deviation as shall be reasonably satisfactory to the owner and so as not to interfere with the proper and convenient working of the colliery and basin shortly to be re-opened by the Norton Cannock Colliery Company Limited such position to be agreed upon between the Company and the owner and marked upon a plan and section before the construction of the railway is proceeded with :
- (7) The Company shall purchase so much of the field numbered 21 in the parish of Great Wyrley as lies to the north of the railway and which will be severed from the remainder of the field The brick clay in the part of the said field so severed shall be reserved to the owner with power to work the same in any manner usually adopted in the district :
- (8) The Company shall if and when required by the owner at their own expense construct and at all times hereafter maintain to the satisfaction of the owner or his engineer a culvert at 4 miles 2 furlongs and 3 chains together with such level crossings culverts drains and other incidental works as may be reasonably necessary for the use of the owner his lessees and tenants :

[1 EDW. 7.] *Wolverhampton and Cannock Chase* [Ch. ccliv.]
Railway Act, 1901.

A.D. 1901.

- (9) The Company shall at their own expense construct and at all times maintain all necessary roads and footpaths and approaches to and over and under the said bridges and where the approaches to and roads under or over the said bridges are carried below or above the surface level the gradients of such approaches shall not be steeper than 1 in 20 :
- (10) The Company shall pay compensation in respect of the land occupied by the sites of the approaches to the said bridges :
- (11) The Company shall construct finish and maintain the said bridges in such a manner as to prevent so far as reasonably possible any drip on to the roadway beneath the same :
- (12) The Company shall not unnecessarily divert the lane known as the Old Landywood Lane but shall maintain the old roadway as nearly as possible in the position as now existing provided that this section is in no way to require the Company to construct the bridge over this roadway at an excessive or unreasonable angle of skews :
- (13) The owner shall have and may exercise the exclusive sporting rights along the embankments of the railway and over any property acquired by the Company from the owner but not so as to interfere with the traffic of the Railway Company :
- (14) If any difference arises between the owner and the Company as to the manner in which any of the works in this section provided for are to be executed or as to the sufficiency thereof or any part thereof such difference shall be settled by an engineer to be appointed by the President for the time being of the Institute of Civil Engineers on the application of either party :
- (15) Nothing in this section contained shall prejudice or be deemed to be in satisfaction of any statutory or other right of the owner to claim accommodation works to which he may be entitled under the Railways Clauses Consolidation Act 1845 or otherwise.

38. The Company shall not under the powers of this Act purchase or acquire any shafts buildings or tramways at present in use by the Ashmore Park Colliery Company Limited (in this clause called "the colliery company") and necessary for the working of their colliery without the consent of the colliery company and in altering the road No. 33 on the deposited plans in the urban district of Wednesfield adjoining the colliery the approach to the bridge over that road on the north-western side thereof shall be constructed

For protection of
Ashmore
Park Colliery
Company
Limited.

A.D. 1901. with an ascent of not more than one foot in forty feet and in constructing the Railway No. 1 by this Act authorised the Company shall as to so much thereof as will pass through the lands under lease to the colliery company adopt such route and levels within the lateral and vertical limits of deviation and adjoining the colliery of the colliery company as will comply with the reasonable requirements of the colliery company and so that as far as possible proper sufficient and convenient colliery sidings to the intended railway may be constructed by the colliery company such route and levels to be agreed between the two companies or failing agreement to be determined by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers Provided that the Company shall not be required to make any vertical deviation of the levels of the intended railway which may materially affect the gradients or the works of the railway or the cost of construction thereof.

For protection of Duke of Sutherland and Black Lees Company Limited.

39. In constructing Railway No. 1 by this Act authorised over the lands numbered 6 and 7 on the deposited plans in the parish of Great Wyrley the Company shall construct an archway or bridge to enable the colliery railway arranged to be constructed by the Black Lees Company Limited on the land of his Grace the Duke of Sutherland to be carried over or under (as the case may require) the said Railway No. 1 In the case of an archway the width thereof shall not be less than twelve feet and the height shall not be less than fourteen feet and in the case of a bridge the width thereof shall not be less than twelve feet and the Company shall construct approaches on either side the inclination of which shall not be more than one foot in twenty-five feet.

For protection of London and North Western Railway Company.

40. The following provisions for the protection of the London and North Western Railway Company (herein-after referred to as "the North Western Company") shall apply and have effect:—

- (1) The junctions of Railways Nos. 2 and 2A with the Grand Junction Railway of the North Western Company and the junctions of Railways Nos. 1 and 4 with the Cannock Branch of the South Staffordshire Railway of the North Western Company shall be constructed according to plans and sections to be reasonably approved by the principal engineer of the North Western Company and only at such points and in such manner subject to the provisions of this Act as he shall determine and the North Western Company may at any time or times hereafter should it be necessary for them to do so alter or remove the junctions of the railways by

this Act authorised with their railways or any of them causing as little inconvenience to the traffic as possible and substituting a new junction or junctions therefor but in all things at the expense of the Company : A.D. 1901.

- (2) The Company shall construct Railways Nos. 1 and 3 by this Act authorised and the works connected therewith so far as the same pass over adjoin or affect the railways lands or works of the North Western Company to the reasonable satisfaction of the said principal engineer and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North Western Company and so as in no way to obstruct impede or interfere with the free and undisturbed and safe use of the said railway or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the North Western Company full compensation in respect thereof :
- (3) The Company shall carry the said Railway No. 1 over the said Grand Junction Railway of the North Western Company and the said Railway No. 3 over the said Cannock Branch of the North Western Company by means of wrought iron or steel girder bridges with wrought iron or steel flooring each of such bridges to be of one clear span of not less than fifty-four feet measured on the square and with a clear headway throughout of not less than fifteen feet above the upper surface of the rails upon the said railways at the said points of crossings and the Company shall for ever maintain the said headways above the level of the existing rails :
- (4) If by reason of the construction of the said Railways No. 1 or No. 3 hereby authorised it shall become necessary to add to or alter the signal or signals upon the said railways of the North Western Company the same shall be so added to or altered by the North Western Company and the reasonable expense thereof shall be repaid to that company by the Company :
- (5) The Company shall construct the said portions of Railways No. 1 and No. 3 where the same will pass over the said railways of the North Western Company and all the works both temporary and permanent necessary and incident to the construction thereof so far as they affect the property and works of the North Western Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength

A.D. 1901.
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of materials and in every other respect as shall be previously submitted to and reasonably approved in writing by the said principal engineer and the Company shall not commence the construction of the said portions of railway or enter upon or interfere with any land works or property belonging to or used by the North Western Company until such plans sections and specifications have been so submitted and approved. Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and engineer of the Company failing to agree or of any difference arising between them then the said portions of railway and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the North Western Company by the President of the Institution of Civil Engineers :

- (6) The said portions of railway and all works necessary or incident to the construction thereof or affecting the property or works of the North Western Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer :
- (7) The Company shall not except with the previous consent of the North Western Company under their common seal purchase or acquire any lands or property of that company but the Company may purchase and take and the North Western Company shall sell and grant accordingly an easement or right of using so much of the lands of the North Western Company as may be necessary for the construction of the said portions of railways in accordance with the provisions of this section :
- (8) During the construction of the said portions of railway across and adjoining and near to or affecting the railways property and works of the North Western Company the Company shall bear and on demand pay to them all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by the North Western Company for watching their railways and the works thereof with

reference thereto and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise : A.D. 1901.

- (9) The Company shall at all times maintain the said portions of railway and all works connected therewith and incident thereto by which the said railway shall be carried over under and adjoining the railways or any widening thereof of the North Western Company or the works and lands of that company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the reasonable amount of such expenditure to be settled in case of difference by an arbitrator to be appointed as herein-after provided shall be repaid to the North Western Company by the Company and in default may be recovered by them from the Company :
- (10) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs losses damages or expenses which may be occasioned to them or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railway and the works in connexion therewith or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :
- 11) If in the opinion of the North Western Company or in case of difference between them and the Company of an arbitrator to be appointed as herein-after provided it shall be necessary for the North Western Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond

A.D. 1901.

those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the North Western Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation or a fair proportion thereof in case the same minerals shall be required to be left unworked as well for the protection and safety of the railway works or property of the North Western Company as of the said works to be constructed under the powers of this Act and the amount of such costs and expenses or proportion or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as herein-after provided :

(12) If any difference shall arise between the Company and the North Western Company on any of the matters in this section such difference shall be referred to and be determined by an engineer to be mutually nominated by the respective engineers of the Company and the North Western Company or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the North Western Company :

(13) The Company and the North Western Company may agree for any variation or alteration upon and within the lands belonging to them respectively in the works in this section provided for or in the manner in which the same shall be executed.

For protection
of Great
Western
Railway
Company.

41. For the protection of the Great Western Railway Company (in this section called "the Great Western Company") the following provisions shall unless otherwise agreed between the Company and the Great Western Company apply and have effect (that is to say) :—

(1) The junction of Railway No. 1 with the railway of the Great Western Company shall be constructed about $1\frac{1}{2}$ chains to the north of the occupation bridge crossing that Company's Railway leading to Crown Street and according to plans and sections to be previously submitted to and approved in writing by the principal engineer of the Great Western Company and should it be necessary in constructing the said railway or in connexion with the construction thereof for the Great Western Company to alter or remove the telegraph posts and wires or other works on or connected with their said railway the Company shall bear and on demand pay to the Great Western

Company the expenses of and connected with such alteration and removal and of restoring the same to their former or placing them in a different position to or substituting other telegraph posts and wires or other works therefor : A.D. 1901.

- (2) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by them during the construction of Railway No. 1 by this Act authorised so far as the same will be situate on the lands or affect the railway of the Great Western Company of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise :
- (3) The Company shall from time to time be responsible for and make good to the Great Western Company all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on their railway or to any Company or persons using the same or otherwise during the execution or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any persons in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission :
- (4) The Company shall at their sole expense at all times maintain the said junction and the works connected therewith in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer of the Great Western Company :
- (5) The Company shall provide all such sidings and other works and conveniences as shall be necessary for the convenient interchange of traffic at the junction between Railway No. 1 by this Act authorised and the railway of the Great Western Company :
- (6) In constructing the said Railway No. 1 the Company shall not in any way obstruct or interfere with the traffic passing along the railway of the Great Western Company and if by

A.D. 1901.

reason of any works or proceedings of the Company there shall be any obstruction or interference with the railway of the Great Western Company so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the Great Western Company the sum of twenty pounds per hour during which any such obstruction or interference shall continue :

- (7) Except for the purpose of the junction of Railway No. 1 with the railway of the Great Western Company and which junction or the substituted junction herein-after referred to is to be maintained and worked at the expense and risk of the Company the Company shall not take or acquire any land of the Great Western Company or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Great Western Company or to alter vary or interfere with the railway of that company or with any of the works thereof further or otherwise than is necessary for the construction and maintenance of the said junction without the consent in writing in every instance for that purpose first had and obtained of the Great Western Company under their common seal and with respect to any lands of the Great Western Company which the Company are by this Act authorised to purchase take use enter upon or interfere with for the purpose of the said junction the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such easement or right of using so far as such provisions are not inconsistent with this enactment and the Great Western Company may at any time or times hereafter should it be necessary for them to do so alter or remove the junction by this Act authorised with their railway and substitute a new junction therefor but so as such alteration or removal or substituted junction as the case may be shall not stop the traffic of the Railway No. 1 by this Act authorised or unnecessarily interfere therewith or cause increased expenses to the Company in the working or maintenance of the junction

or the substituted junction as the case may be or the signals works and conveniences connected therewith : A.D. 1901.]

(8) The Company shall pay to the Great Western Company by way of purchase or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Acts relating to the purchase of lands otherwise than by agreement :

(9) If any dispute shall arise between the Great Western Company and the Company respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.

42. The Company shall not under the powers of this Act purchase or acquire ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied. Restriction on taking houses of labouring class.

If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

For the purposes of this section the expression "house" means any house or part of a house occupied as a separate dwelling and the expression "labouring class" means mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

43. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of Deposit money not to be repaid

A.D. 1901. eleven thousand two hundred and forty-two pounds nine shillings
except so far and fivepence two-and-three-quarters per centum Consolidated Stock
as railway being five per centum upon the amount of the estimate in respect of
opened. the railway has been transferred into the name of the Paymaster-
General for and on behalf of the Supreme Court in respect of the
application to Parliament for this Act (which sum is referred to in
this Act as "the deposit fund") Be it enacted that notwithstanding
anything contained in the said Act the deposit fund shall not be paid
or transferred to or on the application of the person or persons or
the majority of the persons named in the warrant or order issued
in pursuance of the said Act or the survivors or survivor of them
(which persons survivors or survivor are or is in this Act referred
to as "the depositors") unless the Company shall previously to the
expiration of the period limited by this Act for completion of the
railway open the same for the public conveyance of passengers or
merchandise traffic and if the Company shall make default in so
opening the railway the deposit fund shall be applicable and shall
be applied as provided by the next following section Provided that
if within such period as aforesaid the Company open any portion
of the railway for the public conveyance of passengers or merchan-
dise traffic then on the production of a certificate of the Board of
Trade specifying the length of the portion of the railway opened as
aforesaid and the portion of the deposit fund which bears to the
whole of the deposit fund the same proportion as the length of the
railway so opened bears to the entire length of the railway the High
Court shall on the application of the depositors order the portion of
the deposit fund specified in the certificate to be paid or transferred
to them or as they shall direct and the certificate of the Board of
Trade shall be sufficient evidence of the facts therein certified and
it shall not be necessary to produce any certificate of this Act
having passed anything in the above-mentioned Act to the contrary
notwithstanding.

Application
of deposit.

44. If the Company do not previously to the expiration of
the period limited for the completion of the railway complete the
same and open it for the public conveyance of passengers or
merchandise traffic then and in every such case the deposit fund
or so much thereof as shall not have been paid to the depositors
shall be applicable and after due notice in the London Gazette
shall be applied towards compensating any landowners or other
persons whose property has been interfered with or otherwise
rendered less valuable by the commencement construction or
abandonment of the railway or any portion thereof or who

have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit And if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be retransferred to the depositors Provided that until the deposit fund has been retransferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

A.D. 1901.

45. If the railway is not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Period for
completion
of works.

46. The Company may demand and take for the use of the railway by any other company or person with engines and carriages such reasonable tolls as they think fit.

Tolls.

47. The classification of merchandise traffic including perishable merchandise by passenger train and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the London and North Western Railway Company (Rates and Charges) Order 1891 (which Order is scheduled to and confirmed by the London and North Western Railway Company (Rates and Charges) Order Confirmation Act 1891) shall be applicable and apply to the Company as if it were one of the railway companies named in the appendix to the schedule to the Order confirmed by the said Act Provided that as regards merchandise in Class A the provisions of Part I (A) Scale II in respect of the South Staffordshire Railway and as regards merchandise in Classes B and C 1 to 5

Rates for
merchandise.

A.D. 1901. — inclusive the provisions of Part I (B) Scale I shall apply to the Company :

Provided also that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

Charges for
small parcels.

48. With respect to small parcels (other than perishable merchandise) not exceeding five hundred pounds in weight conveyed by passenger trains other than small parcels exceeding fifty-six pounds in weight of perishable merchandise the Company may demand and take any charges not exceeding the following (that is to say) :—

For any parcel not exceeding seven pounds in weight threepence ;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence ;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence ;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence ;

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum they think fit :

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

Maximum
rates for
passengers.

49. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway including every expense incidental to such conveyance shall not exceed the following (that is to say) :—

For every passenger conveyed in a first-class carriage threepence per mile ;

For every passenger conveyed in a second-class carriage twopence per mile ;

For every passenger conveyed in a third-class carriage one penny per mile ;

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

50. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof. A.D. 1901.
Passengers' luggage.

51. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers upon the railway. Foregoing charges not to apply to special trains.

52. The Company may enter into and carry into effect agreements with any owner or lessee of lands or of a colliery or of any other works adjoining or near to any of the railways by this Act authorised as to the construction management maintenance working and use of branch railways sidings and junctions on lands belonging to them or on lands acquired for the purposes of this Act to be connected with such railways and the application of funds for that purpose and unless otherwise agreed may make similar tolls rates and charges therefor as are authorised by this Act. Power to construct branch railways &c. for accommodation of collieries &c.

53. The agreement set forth in the Second Schedule to this Act dated the twenty-first day of March one thousand nine hundred and one and made between the Right Honourable Charles Henry John Earl of Shrewsbury and Talbot William Bealey Harrison and Thomas Wilson C.B. of the one part and Augustus Leveson Vernon of the other part is hereby confirmed and made binding upon the parties thereto and upon the Company. Confirmation of agreement with Augustus Leveson Vernon.

54. Notwithstanding anything in this Act or in any Act or Acts incorporated herewith the Company may out of any money by this Act authorised to be raised pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say) :—

- (A) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two-thirds at least of the share capital authorised by this Act

A.D. 1901.

in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same :

(B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :

(c) The aggregate amount to be so paid for interest shall not exceed twenty thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid :

(D) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares :

(E) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as herein before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for
future Bills
not to be
paid out of
capital.

55. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as
to general
Railway
Acts.

56. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways or 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 or alteration under the authority of Parliament of the

maximum rates of fares and charges or of the rates for small A.D. 1901.
parcels authorised by this Act.

57. All costs charges and expenses of and incident to the Costs of Act.
preparing for obtaining and passing of this Act or otherwise in
relation thereto shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

DESCRIBING PROPERTIES WHEREOF PARTS ONLY ARE REQUIRED TO
BE TAKEN.

Railway.	Parish or Township.	No. on deposited Plans.
Railway No. 1	Heath Town	3 17.
	Bushbury	4 5.
	Wednesfield	42 45 46 47.
	Essington	12 13 17 20 24 25 46 51 61 62.
	Hilton	7.
	Great Wyrley	8 9 11 15 16 17 21.
Railway No. 2	Bushbury	4 5.
Railway No. 2A	Bushbury	4 5 10.
Railway No. 3	Great Wyrley	21 43 54 55 57 58
		59 60 69 73 74 75 88 92.
Railway No. 4	Great Wyrley	43.

A.D. 1901.

THE SECOND SCHEDULE.

AN AGREEMENT made the twenty-first day of March one thousand nine hundred and one between the Right Honourable CHARLES HENRY JOHN EARL OF SHREWSBURY AND TALBOT WILLIAM BEALEY HARRISON and THOMAS WILSON C.B. the Promoters of the Wolverhampton and Cannock Chase Railway Bill now pending in Parliament for and on behalf of themselves and the Company proposed to be incorporated by the said Bill under the name of the WOLVERHAMPTON AND CANNOCK CHASE RAILWAY COMPANY of the one part and AUGUSTUS LEVESON VERNON of Hilton Park in the County of Stafford Esquire of the other part.

WHEREBY it is agreed as follows :--

The said Wolverhampton and Cannock Chase Railway Company shall before they enter upon any land belonging to the said Augustus Leveson Vernon and before they proceed to construct works thereon purchase under the provisions of the Lands Clauses Acts all the lands (exclusive of any minerals) which are required for the purposes of the Act and belonging to the said Augustus Leveson Vernon or to the trustees of the settlement now affecting the Hilton estate of which the said Augustus Leveson Vernon is the present tenant for life and shall pay therefor the sum of one hundred and fifty pounds per acre and so in proportion for any greater or less quantity than an acre And the said Augustus Leveson Vernon in his own right and as tenant for life as aforesaid agrees to accept the said sums in payment therefor provided that the said Augustus Leveson Vernon show a title to the said lands satisfactory to the said Company the Wolverhampton and Cannock Chase Railway Company shall not enter upon and take or use any of the lands of the said Augustus Leveson Vernon or of the trustees of the settlement until the purchase money for the whole of the said lands shall have been paid and the lands conveyed to the said Company.

As witness the hands of the said parties

W. B. HARRISON

For Self & Co-Promoters.

A. L. VERNON.

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