



ANNO DECIMO & UNDECIMO

# VICTORIÆ REGINÆ.

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## *Cap. clxxxix.*

An Act to empower the *South Staffordshire* Railway Company to make divers Branch Railways; and for other Purposes. [9th July 1847.]

**W**HEREAS an Act was passed in the last Session of Parliament, called "The *South Staffordshire Junction* Railway Act, 1846," by which a Company was incorporated for the Purpose of making a Railway, to be called "The *South Staffordshire* Railway, with Branches:" And whereas another Act was passed in the last Session of Parliament, called "The *Trent Valley, Midlands, and Grand Junction* Railway Act, 1846," by which a Company was incorporated for the Purpose of making a Railway, to be called "The *Trent Valley, Midlands, and Grand Junction* Railway:" And whereas, under the Provisions contained in the said recited Acts, the Two Companies severally incorporated thereby have been amalgamated and consolidated into One Company, under the Name of "The *South Staffordshire* Railway Company:" And whereas it is expedient that the said "*South Staffordshire* Railway Company" should be authorized to make the Branch Railways herein-after described: And whereas it is also expedient that the said "*Trent Valley, Midlands, and Grand Junction* Railway Act" should be repealed in part, and that some of the Powers and Provisions of the said recited "*South Staffordshire*"

[*Local.*]

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Certain Acts incorporated with this Act.

*shire Junction Railway Act*” should be altered or amended, and further Powers granted to the said Company; but the several Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen’s most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Amalgamation shall be and the same is hereby confirmed, and that the said “*South Staffordshire Junction Railway Act*,” and the several other Acts of Parliament following, (that is to say,) the “*Companies Clauses Consolidation Act, 1845*,” the “*Lands Clauses Consolidation Act, 1845*,” and the “*Railways Clauses Consolidation Act, 1845*,” shall be incorporated with and form Part of this Act, and with the same shall be construed as One Act.

Repeal of Trent Valley, Midlands, and Grand Junction Railway Act, except, &c.

II. And be it enacted, That the said “*Trent Valley, Midlands, and Grand Junction Railway Act*” shall be and the same is hereby directed to be repealed, except as respects the Authority thereby given to the *Midland* Railway Company to subscribe towards and become Shareholders in the Undertaking (which Undertaking shall be held and construed to mean the Undertaking and Works by the said recited Acts or by this Act authorized), and except as regards the raising by them of Money for that Purpose by the Ways and Means mentioned in the said “*Trent Valley, Midlands, and Grand Junction Railway Act*,” and except as regards their Power to require General Meetings of the Company, and to vote at General Meetings, and except as in this Act is otherwise provided.

Short Title.

III. And be it enacted, That, in citing this Act in other Acts of Parliament, and in legal Instruments and other Proceedings, it shall be sufficient to use the Expression “*The South Staffordshire Railway Act, 1847*.”

Powers of certain Acts extended to this Act.

IV. And be it enacted, That, except as in this Act is otherwise provided, the said *South Staffordshire Junction Railway Act* and this Act shall apply to the Railway and Works authorized to be constructed under the Authority of the said *Trent Valley, Midlands, and Grand Junction Railway Act*, and the Undertaking and Works authorized by the said *Trent Valley, Midlands, and Grand Junction Railway Act* may be made, maintained, and worked, under the Two several Acts first above mentioned, by the said *South Staffordshire Railway Company*, as fully and effectually as if such Railway and Works had originally been authorized by the said *South Staffordshire Junction Railway Act* and this Act, or either of them.

Power to amalgamated Company to exercise certain Powers over the whole Undertaking.

V. And be it enacted, That the said amalgamated or *South Staffordshire Railway Company*, and the Directors thereof, shall have and may exercise, as regards the whole of the Undertakings and Works authorized by both or either of the said recited Acts, all the Powers, Rights, and Privileges which by the said *South Staffordshire Junction Railway Act* were conferred on the Company thereby incorporated, or the Directors thereof.

VI. And

VI. And whereas by the said *South Staffordshire Junction Railway Act* the Capital authorized to be raised was Five hundred and twenty-five thousand Pounds, and by the said *Trent Valley, Midlands, and Grand Junction Railway Act* the Capital authorized to be raised was Four hundred and twenty thousand Pounds; now be it enacted, That the Capital of the said amalgamated or *South Staffordshire Railway Company* shall be Nine hundred and forty-five thousand Pounds; and it shall be lawful for the Company to borrow the further Sum of Three hundred and fifteen thousand Pounds, or any Part thereof, so soon as Half of the said Capital of Nine hundred and forty-five thousand Pounds hath been actually paid up.

VII. And be it enacted, That it shall not be lawful for the said *South Staffordshire Railway Company*, out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway or execute any other Work or Undertaking.

VIII. And whereas *Charles Smith Forster* and *Richard Croft Chawner* Esquires, the Honourable *Edward Richard Littleton* and *Richard Dyott*, *Peter Potter*, *Thomas Booth*, *Joseph Hornby*, *Edward Buller*, *Isaac Badger*, *Joseph Walker*, *Harvey Wyatt*, *Henry Tootal*, *Henry Newbery*, *Philip Williams*, *Robert Scott*, *Richard Greene*, *George Holyoake*, and *Samuel Beale*, Esquires, have been elected the present Directors of the said amalgamated or *South Staffordshire Railway Company*, and it is desirable that such Election should be confirmed; now be it enacted, That such Election shall be and the same is hereby confirmed accordingly.

IX. And be it enacted, That the said *South Staffordshire Railway Company* shall and may have and exercise all the same Powers with respect to the carrying of the Railway over certain Roads on a Level as were given to the *Trent Valley, Midlands, and Grand Junction Railway Company* by the said *Trent Valley, Midlands, and Grand Junction Railway Act*.

X. And whereas Plans and Sections of the Railways herein-after described, showing the Lines and Levels thereof, and also Books of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through which the same are intended to pass, have been deposited with the Clerks of the Peace of the County of *Stafford*; be it enacted, That, subject to the Provisions in this and the said recited Acts contained, it shall be lawful for the said *South Staffordshire Railway Company* and they are hereby authorized to make and maintain the said Railways and Works in the Lines and upon the Lands delineated in the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and

Capital.

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

Confirmation of Election of Directors.

Powers of Trent Valley, Midlands, and Grand Junction Act extended to the amalgamated Company.

Railway to be made according to deposited Plans.

and use the said Lands, or such of them as shall be necessary for the Purposes of this Act.

Line of  
Railways:  
Cannock  
Branch:

XI. And be it enacted, That the Railways to be so made and maintained shall be the following; (that is to say,) firstly, a Branch Railway or Branch Railways commencing in the Township of the *Foreign of Walsall* otherwise *Walsall Foreign* in the Parish of *Walsall* in the County of *Stafford* near a certain new Road or Street leading out of *Stafford Street* into *Lichfield Street* in *Walsall* aforesaid, and terminating in the Parish of *Cannock* in the said County of *Stafford*, near a Road leading from *Cannock* aforesaid to *Cannock Mill*; which said Branch Railway is proposed to be made and to pass from, in, through, or into the several Parishes, Townships, and extra-parochial or other Places following, or some of them; that is to say, *Walsall*, *Walsall Borough*, *Walsall Foreign* otherwise the *Foreign of Walsall*, *Saint Peter's Walsall*, *Rushall the Butts* otherwise *Rushall Butts*, *Ryecroft*, *Homebridge Lane*, *Birchills*, *Upper Birchills*, *Lower Birchills*, *Bloxwich*, *Great Bloxwich*, *Broadstone*, *Harden* otherwise *Hawarden*, *Blakenhall Heath*, *Little Bloxwich*, *Wall End*, *Sotts Hole*, *Short Heath*, *Elmore Green*, *The Sneyd*, *Bentley*, *Bentley Hay*, *Newtown*, *Great Bloxwich*, *Little Bloxwich*, *Harden* and *Birchills*, *Yield Field*, *Wallington Heath*, *Wolverhampton*, *Willenhall*, the *New Invention*, *Mosley Field*, *Springhill*, *Bushbury* otherwise *Byshbury*, *Essington*, *Hilton*, *Essington Wood*, *Norton*, *Norton Canes*, *Norton under Cannock*, *Norton Common*, *Little Wyrley*, *High Ley*, *Hill Ley*, *Wyrley Heys*, *Wyrley Common*, *Norton Leys*, *Norton Lane*, *Norton Green*, *Cannock*, *Cannock Wood*, *Cannock Chase*, *Shareshill*, *Great Wyrley*, *Landy Wood*, *Wyrley Bank*, *Cheslyn Hay*, *Church Bridge*, *Kings Wood*, *Leacroft*, *Little Wood*, *Rumer Hill* otherwise *Rumour Hill*, *Walk Mill*, *Ashes Bog*, *Holly Bush*, *Hednesford*, *Hawks Green*, *Black Leys*, *Hatherton Saredon*, *Great Saredon*, and *Little Saredon*, all in the County of *Stafford*; secondly, a Branch Railway or Branch Railways commencing by a Junction with the Branch Railway or Branch Railways before mentioned in the Township of *Great Wyrley* in the Parish of *Cannock* in the County of *Stafford* near a certain Road leading from *Landy Wood* into the *Walsall* and *Cannock* Turnpike Road at or near *Wyrley Toll Bar*, and terminating in the Township of *Great Wyrley* in the Parish of *Cannock* in the County of *Stafford* aforesaid near a certain Road leading from *Landy Wood* to *Wyrley Bank*; which said Branch Railway or Railways it is proposed shall be made and pass from, in, through, or into the several Parishes, Townships, and extra-parochial Places following, or some of them; that is to say, *Cannock*, *Great Wyrley*, *Wyrley Bank*, *Cheslyn Hay*, *Bushbury* otherwise *Byshbury*, *Essington*, *Essington Wood*, and *Landy Wood*, all in the County of *Stafford*; and, thirdly, a Branch Railway or Branch Railways commencing by a Junction with the firstly herein-before described Branch Railway or Railways in the Township of *Leacroft* in the Parish of *Cannock* in the County of *Stafford* near a certain Road called the *Watling Street* Turnpike Road otherwise the *Streetway* Road, and terminating in the Township of *Leacroft* in the Parish of *Cannock* in the County of *Stafford* aforesaid near a certain Road leading from *Leacroft* to *Norton*; which

Wyrley  
Branch.

Norton  
Branch.

which said Branch Railway or Branch Railways it is proposed shall be made and pass from, in, through, or into the several Parishes, Townships, and extra-parochial or other Places following, or some of them; that is to say, *Cannock, Leacroft, Great Wyrley, Bushbury* otherwise *Byshbury, Kingswood Norton, Norton Canes, Norton-under-Cannock, Norton Lane, Norton Leys, and Little Wyrley*, all in the County of *Stafford*; and the said Railways and Works when made shall be Part of the Undertaking of the said *South Staffordshire Railway Company*.

XII. And be it enacted, That it shall be lawful for the Company to construct the said Railway across and on the Level of the following Roads; (that is to say,) Power to cross certain Roads on a Level.

*Cannock Branch,*

In the Parish of *Walsall*, the Roads numbered 34 and 128.

XIII. And be it enacted, That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Points where the said Railway crosses the before-mentioned Roads on the Level, and the said Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Commissioners of Railways; and if the said Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred. Company to erect a Station or Lodge at the Points of crossing, and to abide by the Regulations of the Commissioners of Railways.

XIV. And whereas the Company of Proprietors of the *Birmingham Canal Navigations* are willing to subscribe to the Undertaking authorized by the "*South Staffordshire Junction Railway Act, 1846,*" and the "*Trent Valley, Midlands, and Grand Junction Railway Act, 1846,*" and this Act; be it therefore enacted, That it shall be lawful for the said Company of Proprietors of the *Birmingham Canal Navigations* to subscribe towards and become Shareholders in the said Undertaking, either in their own Names or in the Names or Name of any Persons or Person to be appointed by them, to the Extent of Three thousand Shares, or to any less Extent. Power to Birmingham Canal Company to subscribe to the Undertaking.

XV. And be it enacted, That it shall be lawful for the said *Birmingham Canal Company* to raise all or any Part of the Money to be subscribed by them as aforesaid by the Creation of Shares or Stock in their Undertaking, of such Amount and under such Conditions as such Company at any Extraordinary Meeting or General Assembly of the Proprietors thereof respectively shall determine; or it shall be lawful for the same Company to raise the Sum agreed to be subscribed by them, or any Portion thereof, by Mortgage of their Birmingham Canal Company authorized to raise the requisite Funds.

[Local.]

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Undertaking, or by Bond, pursuant to the Provisions in that Behalf of the said "Companies Clauses Consolidation Act;" provided also, that all Mortgages or Bonds already made or hereafter to be made by the said *Birmingham Canal Company* under the Powers in that Behalf heretofore conferred on them by the Acts relating to the said Company shall have Priority over the Mortgages and Bonds to be respectively made by them under this Act.

Company  
to make  
Bridges or  
Viaducts  
over or Tun-  
nels under  
the Birming-  
ham Canal  
in prescribed  
Manner.

XVI. And whereas the said Railway first hereby authorized to be constructed is intended to be carried over or under the Canals of the Company of Proprietors of the *Birmingham Canal Navigations* (which Company is herein-after referred to as the *Birmingham Canal Company*) in the respective Places and in manner herein-after mentioned, namely, by Bridges or Viaducts over the Canal called the *Wyrley and Essington Canal* at a Point in the Parish of *Bushbury* in the County of *Stafford*, and by means of Archways or Tunnels under a Branch of the *Wyrley and Essington Canal* near *Birchill's Furnaces* in the Parish of *Walsall* in the said County of *Stafford*; be it therefore enacted, That the said Railway Company shall and they are hereby required, at their own Expence, to build, in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham Canal Company*, a good and substantial Bridge or Viaduct over the said Canal and the Towing Paths and other Works thereof at the aforesaid Point where the said Railway is intended to be carried over the same Canal, as shown upon the said Plans so deposited as aforesaid, or within such Deviation therefrom as is herein-after authorized, and that the said Railway Company shall and they are hereby required, at their own Expence, to construct, in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham Canal Company*, a good and substantial Archway or Tunnel under the aforesaid Canal, as shown upon the said Maps or Plans so deposited as aforesaid (which last-mentioned Tunnel shall be of the full Width of the Canal, Towing Paths, Slopes, and Banks,) and the Opening or Span of the Arch of every such Bridge or Viaduct 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 present navigable Waterway of the Canal, and a Space of not less than Eight Feet wide on each Side thereof for a Towing Path, and every such Bridge or Viaduct shall have close Fences not less than Six Feet high above the Level of the Rails, and the Spring of the Arch or Soffit of the Girders shall at the aforesaid Point of crossing over the said Canal commence at a Point not being less than Eight Feet above the present Surface of the Towing Path of the said Canal at the said Point of crossing, and the under Side of the Middle of the Arch shall not be less than Ten Feet above the High-water Level of the said Canal.

Company  
to construct  
Aqueduct.

XVII. And be it enacted, That the said Railway Company shall and they are hereby required, in carrying the said Railway under the said Canal, at their own Expence, to construct, in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham Canal Company*, a good and substan-

tial 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 at the Place under which the said Archway or Tunnel shall be formed, and of the present Towing Path on each Side thereof; and the same Aqueduct shall be upon such Level and of such Capacity as to preserve the Course of the said Canal through the same at the present Level thereof, and the Depth of the said Aqueduct shall be Six Feet.

XVIII. And be it enacted, That before any Stoppage of the Navigation of the said Canal shall be made for the original Construction of the aforesaid Aqueduct, or for any subsequent Repairs or Reconstruction thereof, the said Railway Company shall and they are hereby required, at their own Expence in all Things, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, to construct and provide a sufficient and convenient temporary Canal sufficient for the Passage of Two loaded Boats abreast in the said Canal, with a proper Towing Path on each Side not less than Six Feet wide, and Approaches thereto, so as to connect the several Portions of the said Canal, and to divert the Waters thereof through such temporary Canal, and to prevent any Obstruction or Impediment in the Navigation thereof, and the said Railway Company, at the like Expence, 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 make a temporary Canal during Construction or subsequent Repair of Aqueduct.

XIX. And be it enacted, That the said Railway Company shall, at all Times for ever after the several Bridges or Viaducts, Arches, Tunnels, and Aqueducts, to be made and constructed under the Provisions of this present Act, shall have been completed, keep the same, and all future Bridges, Viaducts, Arches, Tunnels, and Aqueducts to be erected or made respectively in lieu thereof, (and which shall be at the same respective Places, in the like respective Directions, and of the like Dimensions, Capacity, and Materials as are herein-before severally mentioned,) together with all Works belonging to or connected therewith respectively, in good and complete Repair; and in case of any Want of Repair to any such Bridges, Viaducts, Arches, Tunnels, or Aqueducts, or any Work belonging thereto or connected therewith, or of the said Aqueducts being from any Cause cracked or otherwise inadequate for the free Passage and without any Waste of Water in the said Canal under which the said Tunnel shall be constructed, and whether such Want of Repair or Inadequacy shall arise from the sinking of any such Bridges, or Viaducts, Arches, Tunnels, or Aqueducts, or any Part thereof respectively, or from any other Cause whatsoever not arising from the Act or Default of the said *Birmingham* Canal Company, and Notice in Writing thereof being given by the said *Birmingham* Canal Company to the said Railway Company or their Clerk, then, if the said Railway Company shall not within the Space of Ten Days after such Notice commence the Repairs, or (as the Case may require) the raising or rebuilding or reconstructing of the said Bridges or Viaducts, Arches, Tunnels, or Aqueducts, which shall be out of Repair, imperfect, or inadequate as aforesaid,

Company to keep Bridges, &c. in repair.

aforesaid, or such Part or Parts thereof as it shall for the Time being be requisite to repair, raise, or rebuild or reconstruct, and proceed thereon with all reasonable Expedition until such repairing, raising, or rebuilding or Reconstruction shall be wholly completed, it shall be lawful for the said *Birmingham* Canal Company to make all such Repairs to any such Bridges, or Viaducts, Arches, Tunnels, or Aqueducts, and raise or rebuild or reconstruct the same, or such Part thereof respectively as they may think proper, and all the Expences thereof shall be repaid by the said Railway Company to the said *Birmingham* Canal Company, upon Demand; and in default of such Payment any Two or more of Her Majesty's Justices of the Peace of the County of *Stafford* shall and they are hereby required, on Application by the said *Birmingham* Canal Company or their Clerk, or any other Person authorized by them, by Warrant under the Hands and Seals of the said Justices to cause the Amount of such Expences (which Amount shall be settled and allowed by such Justices) to be levied by Distress and Sales of the Goods and Chattels of the said Railway Company, and to be paid to the said *Birmingham* Canal Company, their Agents or Clerk, rendering the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company; or otherwise the said *Birmingham* Canal Company may sue for and recover such Expences as aforesaid against the said Railway Company by Action of Debt or on the Case in any of the Superior Courts: Provided always, that during the Progress of constructing any such Bridges or Viaducts, Arches, Tunnels, or Aqueducts, and at all future Times during any Repairs, raising, or rebuilding or Reconstruction thereof, the Engineer for the Time being of the said *Birmingham* Canal Company, with the requisite Assistants and Workmen, shall have free Access to such Bridges or Viaducts, Arches, Tunnels, or Aqueducts, and full Permission to inspect the Workmanship and Materials thereof.

Company  
not to alter  
the Course  
or obstruct  
the Naviga-  
tion of the  
*Birmingham*  
Canal.

XX. And be it enacted, That it shall not be lawful for the said Railway Company, or any Person in execution of this Act, to alter the Course of the said Canals or either of them vested in the said *Birmingham* Canal Company (save only as herein specially provided for), or to contract the Width of the same, or to contract the Width of the Towing Paths thereof, or of any Space reserved or intended as a Towing Path thereof, to a less Width than Ten Feet, or to obstruct the Course or Supply of the Water in or to the said Canals or any of them, or in any Manner to impede the Navigation thereof or Access thereto, or to injure any of the Banks or other Works thereof; and that the said Railway Company (except for the Purpose of crossing the said Canal) shall not take or interfere with the said Canals, or any of the Property of the said *Birmingham* Canal Company, or make any lateral Deviation from the Course or Direction of the said Railways hereby authorized to be made as delineated on the said Map or Plan so deposited as aforesaid, by which Deviation any of the Wharfs, Warehouses, Buildings, Locks, Side Ponds, Towing Paths, Bridges, Aqueducts, or Feeders of the said *Birmingham* Canal Company shall be taken, used, or damaged, without the Consent of the said *Birmingham* Canal Company under their Common Seal first had and obtained.

XXI. And

XXI. And be it enacted, That if by or by reason or in execution of any of the Works by this Act authorized, or by reason of the Mode of Construction of any such Bridges, Viaducts, Archways, or Tunnels as aforesaid, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canals or any or either of them, or any other Works by this Act authorized to be constructed, or by any Act or Omission of the said Railway Company, or any of their Agents or Servants, it shall happen that the said Canals, or the Towing Paths thereof, any or either of them, or the Works connected therewith, shall be so injured or obstructed that Boats or other Vessels using the same, with their usual and accustomed Loads, shall be impeded in their Passage along the said Canals or any or either of them, or shall not be able to pass freely along the same, then and in any such Case the said Railway Company shall pay to the said *Birmingham* Canal Company, as or by way of ascertained Damages, the Sum of One hundred Pounds for every Twenty-four Hours during which any such Impediment shall continue, after Notice in Writing thereof from the said *Birmingham* Canal Company, their Agent or Clerk, to the said Railway Company, and so in proportion for any less Time than Twenty-four Hours; and in default of Payment of any such Sum, on Demand made on the said Railway Company, the *Birmingham* Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of the Superior Courts: Provided always, that nothing herein contained shall extend to prevent the said *Birmingham* Canal Company from recovering against the said Railway Company any special, further, or other Damage that may be sustained by them on account of any Act or Default of the said Railway Company in respect of which the said Sum in the Nature of liquidated Damages is hereby imposed or made payable beyond the Amount thereof, and they are hereby authorized to sue for and recover such special, further, or other Damages accordingly.

If Navigation of Canal is obstructed; Railway Company to pay the Damage.

XXII. Provided always, and be it enacted, That nothing herein contained shall authorize or empower the said Railway Company to take away, obstruct, or lessen any Springs, Brooks, Streams, Feeders, Drains, Waters, or Watercourses which now or heretofore have been taken for the Use of the said *Birmingham* Canal Navigation, or which the said *Birmingham* Canal Company are by Law authorized or empowered to take for the Use of the said Canals, any or either of them, or to take away or obstruct or in any Manner impede the free Use of any Communication already made between the Water of the said Canals or any of them and any Steam Engine, or to take away or prejudice the Right of any Person to make such Communication, pursuant to the Provisions of the Acts of Parliament for regulating or otherwise relating to the said *Birmingham* Canal Navigation, or any of them.

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

XXIII. And whereas, under and by virtue of the Acts relating to the Canals belonging to the said *Birmingham* Canal Company, or some of them, certain Powers are reserved to the Owners of Mines, Works, and Lands adjoining to the said Canals or some of them, or for the said Company, at the Request of such Owners, to form Cuts,

Company not to obstruct the Formation of Branches communicating with Canals,

the Birmingham Canal.

Canals, Railways, or Roads, not exceeding a certain Length therein specified, in order to communicate with the said Canals: And whereas the Railways by this Act authorized may intervene between the said Canals and some of the Mines, Works, or Lands of Persons to whom such Powers are reserved as aforesaid, and additional Expence would be occasioned by the Construction of Bridges, Viaducts, or Aqueducts, for the Purpose of carrying such Cuts, Canals, Railways, or Roads over or under or across the said Railway; be it therefore enacted, That in the event of any such Persons being desirous to make or to procure to be made any such Cuts, Canals, Railways, or Roads as aforesaid, to communicate with the said Canals or any of them, the said Railway Company shall afford all requisite and proper Facilities for the Formation thereof where necessary, either over, under, or across or by the Side of the said Railway; and if any Difference shall arise between the said Railway Company and any Person so desirous to make or procure to be made any such Cut, Canal, Railway, or Road as aforesaid, or between the said Railway Company and the said Canal Company, either as to the Mode of carrying the same over, under, across, or by the Side of the said Railway, or as to the Place where the same should be so carried, or as to the Facilities to be afforded by the said Railway Company for the Purposes thereof, or as to the Proportion (if any) of the Cost of making and maintaining the same to be borne by the said Railway Company, or as to the Use thereof at any Time thereafter by the Owners, Lessees, or other Persons in the Occupation thereof, such Difference shall be settled by Arbitration.

Communication between Canal and Steam Engines not to be obstructed.

XXIV. And whereas the said Railway may also intervene between the said Canals or one of them and Lands on which Steam Engines may hereafter be erected, between which and the said Canals Communication for the Passage and Supply of Water may require to be made; be it therefore enacted, That if any such Communications are hereafter so required to be made, the said Railway Company shall afford all required Facilities for the Purposes thereof, by constructing, at the Cost of the Party requiring the same, or permitting to be constructed, through, under, or over the said Railway, such Culvert, Arches, Pipes, Tunnels, or other Works as may be necessary; and in the event of any Difference arising between the said Railway Company and the said Canal Company or any other Person, as to the Nature and Amount of the Facilities so to be afforded by them, such Difference shall in like Manner be settled by Arbitration.

Company not to interfere with the Powers and Rights of the Birmingham Canal Company.

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

Company to construct a Bridge, &c. for carrying Branch

XXVI. And whereas the said *Birmingham Canal Company* have for some Time past had it in contemplation to construct, under the Powers of their Acts, a short navigable Cut or Canal from and out of the Main Line of the *Wednesfield Canal* at or near to a Point thereon called

called the *Sneyd* Junction, into a Branch of the same Canal called Lord *Hay's* Branch, at or near the Point where such last-mentioned Branch crosses the Turnpike Road leading from *Walsall* to *Stafford*: And whereas the making of such navigable Cut or Canal would, by shortening the Line of Canal between the Town of *Wolverhampton* and the City of *Lichfield*, and otherwise improving the Navigation, be of much local and public Advantage, and it is expedient that the following Provision should be made to prevent the future making of such navigable Canal from being interfered with or injuriously affected by the Construction of the said Railways and Works hereby authorized; be it therefore enacted, That it shall be lawful for the said *Birmingham* Canal Company to require the said Railway Company, at the Expence in all Things of the said last-mentioned Company, to provide, make, and construct, over or under the said Branch Railway called the *Cannock* Branch, hereby authorized, between the Point marked or described on the said Plan and Section so deposited as aforesaid as Two Miles and Five Furlongs and the Point marked or described thereon as Three Miles and Two Furlongs, and in such particular Situation between such last-mentioned Points as may be found most convenient for the Purpose (to be settled and determined by and between the Engineers of the respective Companies for the Time being), a Bridge or Viaduct, Aqueduct, Tunnel or Arch, (with proper close Fences not less than Six Feet high,) sufficient to carry such proposed navigable Canal either under or over the said Branch Railway on the present Level of the said *Wednesfield* Canal, and the said Railway Company shall construct the said Railway and Works accordingly; and the said Railway Company shall provide, make, and construct such Bridge, Viaduct, Aqueduct, Tunnel, or Arch forthwith after Request shall have been made, and either during the Construction or after the Completion of the said Branch Railway and Works hereby authorized; and such Bridge or Viaduct, Aqueduct, Tunnel or Arch, shall be made and constructed to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, and shall be of sufficient Width and Capacity to allow the same Canal uninterruptedly a Width of Sixteen Feet Six Inches for the Waterway and Eight Feet for the Towing Path, and a Depth of Water of Five Feet Six Inches from the Top-water Level, and a clear Headway of at least Ten Feet above the Top-water Level in the Centre of the Waterway, and of at least Nine Feet above the Towing Path.

Canal across  
the Railway.

XXVII. And be it enacted, That the said Railway Company shall and they are hereby required, at their own Expence, and at all Times after such Bridge or Viaduct, Aqueduct, Tunnel or Arch, which they are by the last preceding Clause required to construct and make, shall have been constructed and made, to maintain and keep the same and every other Bridge or Viaduct, Aqueduct, Tunnel or Arch, which shall be erected or made in lieu thereof, (and which shall be made at the same Place, in the like Direction, and of the like Dimensions, Capacity, and Mode of Construction,) in good and complete Order and Repair, to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company; and if at any Time after Twenty-eight Days Notice in Writing to the said Railway Company

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

Penalty on  
Railway  
Company in  
case of De-  
fault.

Company shall have been given, by or on behalf of the said *Birmingham* Canal Company, requiring any such Bridge or Viaduct, Aqueduct, Tunnel or Arch, to be made and constructed, or specifying that the same or any Part thereof is not made to the Satisfaction of the Engineer for the Time being of the said Company, and the Particulars of such Default, the said Railway Company shall not commence and with all reasonable Expedition proceed with and complete the Construction thereof in manner herein-before directed, or if at any Time after Seven Days Notice in Writing to the said Railway Company shall have been given, by or on behalf of the said *Birmingham* Canal Company, that any such Bridge or Viaduct, Aqueduct, Tunnel or Arch, is not properly maintained and kept in repair, the said Railway Company shall not commence and with all reasonable Expedition proceed with and complete the Maintenance and Repair thereof in manner herein-before directed, then and in either of such Cases and as often as the same shall happen it shall be lawful for the said *Birmingham* Canal Company, and their Engineers, Surveyors, and Workmen, to construct, make, and repair any such Bridge or Viaduct, Aqueduct, Tunnel or Arch, in such Manner as may be necessary for the Purposes aforesaid; and it shall be lawful for the said Engineers, Surveyors, and Workmen, with the requisite Materials, Instruments, and Machinery, to enter upon the said Railway, and the Works and Lands of the said Railway Company, and to do and perform thereupon all such Acts and Works as shall be requisite for the Purposes aforesaid; and all such Costs, Charges, and Expences (which shall be so incurred by the said *Birmingham* Canal Company in or about the Construction, Maintenance, and Repair of any such Bridge or Viaduct, Aqueduct, Tunnel or Arch, or otherwise in the Execution of this present Power,) shall be forthwith paid unto the same Company by the said Railway Company; and in the event of any Default being made in such Payment, the Amount of such Costs, Charges, and Expences may be recovered in manner herein-before provided for the Recovery of any Expences which may be incurred by the said *Birmingham* Canal Company in repairing, rebuilding, or raising any such Bridge or Viaduct as is herein-before mentioned for carrying the said Railway over the said Canal.

For regulating the Junction with the Hatherton Branch Canal Railway.

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

only so far as shall be necessary for the Purpose of effecting the Junctions hereby authorized in manner aforesaid, and not otherwise.

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

Company not to deviate through the Lands belonging to the Proprietors of the *Hatherton* Branch Canal;

XXX. Provided always, and be it enacted, That nothing herein contained shall authorize or empower the said Company to take away, obstruct, or lessen any Springs, Brooks, Streams, Feeders, Waters, or Watercourses which now are or heretofore have been lawfully taken for the Use of the said *Hatherton* Branch Canal or the *Staffordshire and Worcestershire* Canal; and if at any Time or Times hereafter it may be found necessary, for the Purposes of this Act, to make or construct any Arches, Bridges, Tunnels, Culverts, Drains, or other Works over or along any of such Springs, Brooks, Streams, Feeders, Waters, or Watercourses, all such Arches, Bridges, Tunnels, Culverts, Drains, and other Works shall be made and constructed at the Expence of the *South Staffordshire* Railway Company, but under the Superintendence and Direction and to the reasonable Satisfaction of the Engineer for the Time being of the Proprietors of the *Hatherton* Branch Canal or of the *Staffordshire and Worcestershire* Canal, as the Case may be; and all such Arches, Bridges, Tunnels, Culverts, Drains, Waters, Watercourses, and other Works shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient and proper Order and Repair by the *South Staffordshire* Railway Company, to the reasonable Satisfaction of the said Engineer for the Time being of the Proprietors of the *Hatherton* Branch Canal or of the *Staffordshire and Worcestershire* Canal, as the Case may be; and if at any Time after Seven Days Notice in Writing shall be given by or on behalf of the said last-mentioned Proprietors respectively, that the said Arches, Bridges, Tunnels, Culverts, Drains, Waters, Watercourses, and other Works, or any of them, are not made, or being made shall not be cleansed, maintained, kept, and repaired according to the true Intent and Meaning of this Act, it shall and may be lawful for the said last-mentioned Proprietors respectively, and their Engineers, Surveyors, and Workmen, to make, cleanse, and repair all such Arches, Bridges, Tunnels, Culverts, Drains, Waters, Watercourses, and other Works, in such Manner as shall be necessary, and all the Cost, Charges, and Expences thereof shall be paid, on Demand, to the said last-mentioned Proprietors, by the *South Staffordshire* Railway Company; and in case of Neglect or Refusal by the said last-mentioned Company to satisfy and defray such Expences for the Space of Twenty-one Days after Demand

nor to obstruct their Springs

thereof made in Writing upon such last-mentioned Company or their Clerk or Treasurer for the Time being, such Expences may be levied and recovered by the said Proprietors of the *Hatherton* Branch Canal or of the *Staffordshire and Worcestershire* Canal, as the Case may be, by Distress and Sale of the Goods and Chattels of the *South Staffordshire* Railway Company, in the same Manner as any other Expences may by virtue of this Act or otherwise be levied and recovered upon and from such last-mentioned Company.

Company not to deviate so as to affect the Hatherton Branch Canal or the Wharfs adjoining.

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

Lands for extraordinary Purposes.

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

Period within which Lands are to be purchased.

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

Period for Completion of Works.

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

Registry of Shares, and Confirmation of Powers against the Persons named in such Register.

XXXV. And whereas a Register of Shareholders in the said *South Staffordshire* Railway to the Extent of Nine hundred and forty-five thousand Pounds, as the Capital of the Company, hath been made up, and is now kept by the Company in a Book, as required by Law, and such Register was so made up in manner following; that is to say, by the Insertion therein, in all Cases where the Claim herein-after mentioned was not made, of the Name of the original Proprietors of *South Staffordshire Junction* Scrip for Shares, and *Trent Valley, Midlands, and Grand Junction* Scrip for Shares, respectively, as the Proprietors of the Number of *South Staffordshire* Shares due under the Terms of the said Amalgamation in respect of such *South Staffordshire Junction*, and *Trent Valley, Midlands, and Grand Junction* Shares respectively; and where any Person or Persons, though not the

the original Proprietors of the Scrip for Shares of either of the amalgamated Companies, nevertheless claimed to be registered as Proprietor or Proprietors of such Shares of the *South Staffordshire Railway Company* as might be due in respect of the Scrip for Shares actually held by such Person or Persons, then by the Insertion in such Register (in lieu of the Name or Names of the original Proprietors) of the Name or Names of the Person or Persons so claiming as the Proprietor or Proprietors of the Number of *South Staffordshire Shares* due to him or them as aforesaid under the Terms of the said Amalgamation: And whereas Doubts have arisen whether, under the Provisions of the said recited Acts, the said *South Staffordshire Railway Company* and the Directors thereof possess the needful Rights and Remedies for Recovery of the Calls which have already or will from Time to Time hereafter become due in respect of the Shares from Time to Time standing in the said Register in the Names of the Parties aforesaid, under the Circumstances aforesaid, and it is expedient that such Doubts should be removed; be it therefore enacted, That all Persons and Corporations who appear in such Register as the Proprietors of any Shares of the said *South Staffordshire Railway*, and their respective Successors, Executors, Administrators, and Assigns, shall *primâ facie* be held and are by this Act declared to be the Proprietors of such Shares and Subscribers to the said *South Staffordshire Railway* for the Amount of the Shares so standing in their respective Names from Time to Time, and shall be and are by this Act declared to be *primâ facie* liable to pay the Calls in respect of such Shares when and as made; and that as regards such Shares, and the Corporations and Persons who as aforesaid appear in the said Register to be the Proprietors thereof, the *South Staffordshire Railway Company* and the Directors thereof shall have the same Powers and Rights as by either of the recited Acts, or the other Acts therein recited, any Company or Directors had or could have had in respect of any Shares or against any Shareholders.

XXXVI. And be it enacted, That nothing herein contained shall take away or affect the Rights, Powers, or Privileges given to the Ecclesiastical Commissioners for *England*, or the Company of Proprietors of the *Coventry Canal*, or the Company of Proprietors of the *Birmingham Canal Navigations*, by the said "*Trent Valley, Midlands, and Grand Junction Railway Act*," but all such Rights, Powers, and Privileges are hereby expressly saved and reserved.

Saving Rights of Ecclesiastical Commissioners, and of Coventry and Birmingham Canal Companies.

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

Expences of Act.

XXXVIII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better*

Railway Company to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97.,

5 & 6 Vict.  
c. 55.,  
7 & 8 Vict.  
c. 85., and  
9 & 10 Vict.  
cc. 57. & 105.

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

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

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

Public Act.

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