



ANNO VICESIMO TERTIO

VICTORIÆ REGINÆ.

Cap. xxxv.

An Act for making a Railway from the *Cannock Mineral* Railway into *Cannock Chase* in the County of *Stafford*. [15th May 1860.]

WHEREAS the making of the Railways herein-after described, with proper Works and Conveniences, from the *Cannock Mineral* Railway into *Cannock Chase*, would be beneficial to the Public, and to the Proprietors of Mines and Minerals therein: And whereas the Most Honourable *Henry* Marquess of *Anglesey*, being interested in the Construction of the said Railways, is willing to make the same at his own Expense, if authorized and empowered by Parliament so to do; and it is expedient that such Authority should be given to him: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

I. This Act may be cited for all Purposes as "The *Cannock Chase* Short Title. Railway Act, 1860."

II. "The Lands Clauses Consolidation Act, 1845," and "The Railways 8 & 9 Vict.
Clauses Consolidation Act, 1845," shall be incorporated with and form cc. 18. & 20.
Part of this Act; and the Expressions "the Promoters of the Under- incorpo-
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taking" and "the Promoters" in the first-mentioned Act shall denote the said Marquess of *Anglesey*, his Heirs or Assigns: Provided always, that the Provisions of the said Lands Clauses Consolidation Act for the Purchase of Lands otherwise than by Agreement shall extend only to the Commons and Waste Lands and to the Lands of the *Cannock Mineral Railway Company* authorized to be taken and used for the Purposes of this Act.

Power to
make Rail-
ways
according
to deposited
Plans, &c.

III. Whereas Plans and Sections of such proposed Railways, showing the Lines and Levels thereof, together with a Book of Reference containing the Names of the Owners and Lessees or reputed Owners and Lessees and Occupiers of the Lands through which the same are intended to pass, have been deposited with the Clerk of the Peace for the County of *Stafford*: Therefore, subject to the Provisions of this Act and of the several Acts incorporated herewith, the said Marquess of *Anglesey*, his Heirs or Assigns, may make, construct, and maintain the said Railways and Works in the Line and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels shown on the said Sections, and may enter upon, take, and use those Lands, or such of them as shall be required for the Purposes of this Act.

Description
of Railways.

IV. The Railways by this Act authorized are as follows; (that is to say,)

1st. A Railway to commence in the Parish of *Cannock* in the County of *Stafford* by a Junction with the *Cannock Mineral Railway* near the *Hednesford* Station of that Railway, and to terminate near to *Cooper's Lodge* on *Cannock Chase*:

2nd. A Railway to commence in the said Parish by a Junction with the above-described intended Railway near to *Cooper's Lodge* aforesaid, and to terminate near to *Heathy Leasows* on *Cannock Chase* aforesaid.

Powers for
compulsory
Purchases
limited.

V. The Powers hereby conferred 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.

Lands for
extraordi-
nary Pur-
poses.

VI. The Quantity of Land near or adjoining the Railway to be purchased for the extraordinary Purposes in the said Railways Clauses Consolidation Act mentioned shall not exceed Five Acres.

Time for
Completion
of Railways.

VII. The Railways shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers hereby granted for making the Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railways as shall then be completed.

VIII. The

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VIII. The Expression "the Proprietor of the Railway," as hereinafter used, shall denote and include the said *Henry Marquess of Anglesey* and the Proprietors for the Time being of the said intended Railways and Works.

Interpretation of Term.

IX. The Junction of the Railway hereby authorized with the *Cannock Mineral* Railway shall be effected in a substantial Manner by means of Connexion Rails and Points, of the Construction and laid in the Manner most approved from Time to Time and to the Satisfaction of the Engineer of the Owner or Lessee for the Time being of the *Cannock Mineral* Railway; and no more of the Land or Works of the *Cannock Mineral* Railway Company shall be taken under the Powers of this Act than shall be requisite for effecting the Purpose of the Junction with the *Cannock Mineral* Railway hereby authorized.

Mode of effecting Junction with the *Cannock Mineral* Railway.

X. The Expenses of the Junction hereby authorized with the *Cannock Mineral* Railway, and of all the necessary Openings in the Rails thereof, and of all other Works that may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, shall be borne and paid by the Proprietor of the Railway; and all such Junction, Openings, and Works shall be made and done, and shall also from Time to Time be altered, amended, repaired, and maintained, to the Satisfaction of the Engineer for the Time being of the Owner or Lessee of the *Cannock Mineral* Railway for the Time being, and in such Manner and Form and by such Ways and Means only as shall not in anywise prejudice or injure the *Cannock Mineral* Railway, or impede or interfere with the free, uninterrupted, and safe Passage along the same.

Expenses of Junction to be borne by the Proprietor of the Railway.

XI. The Owner or Lessee of the *Cannock Mineral* Railway for the Time being from Time to Time may erect such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Switchmen, or other Persons, as they may deem necessary, for the Prevention of Danger or Obstruction to or Interference with Traffic at and near the Junction hereby authorized with the *Cannock Mineral* Railway; and the Working Management of such Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of the Owner or Lessee for the Time being of the *Cannock Mineral* Railway; and all the Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences, and the Wages of such Watchmen, Switchmen, or other Persons, shall at the End of every Half Year be repaid by the Proprietor of the Railway to the Owner or Lessee for the Time being the *Cannock Mineral* Railway, and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Proprietor of the Railway, any such Owner or Lessee, in any Court of competent Jurisdiction.

Signals, &c. to be erected and maintained, and Persons appointed, by Owner or Lessee of *Cannock Mineral* Railway Company, at Point of Junction.

XII. Whereas

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The Railway secondly described to be constructed so that a Junction may be made therewith by Tramway of the Birmingham Canal Company.

XII. Whereas by "The *Birmingham Canal Navigations Act, 1854*," the Company of Proprietors of the *Birmingham Canal Navigations* (herein-after designated "the Canal Company") were empowered to execute and maintain (among other Works) a Canal from the *Wednesfield Canal* to a Point near to *Hednesford Pool*, and a Tramway commencing by a Junction with such Canal and terminating near *Littleworth* near to *Heathy Leasows* aforesaid (herein-after designated "the *Littleworth Tramway*"): And whereas it is desirable that the Line of Railway secondly herein-before described should be so laid out as to communicate at or near its Terminus with the *Littleworth Tramway*: Therefore the Proprietor of the Railway shall construct such secondly described Railway within the Limits of Deviation defined upon the Plans herein-before referred to, so as to enable the Canal Company to unite the *Littleworth Tramway* therewith at the proposed Termination near to *Heathy Leasows*; and the Proprietor of the Railway shall and is hereby required to permit such Junction to be made, and for ever afterwards continued accordingly; and the Line of Railway secondly herein-before described shall be completed and opened for Traffic previously to or simultaneously with the opening for Traffic of the first described Railway.

Saving Rights of Companies herein named.

XIII. Except as by this Act expressly provided, nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, abridge, or in any way affect any of the Rights, Privileges, Powers, or Authorities vested in the *London and North-western Railway Company*, or the *Cannock Mineral Railway Company*, or the Canal Company respectively.

Power to enter into Working, &c. Arrangements with the London and North-western and Cannock Mineral Railway Companies, as herein named.

XIV. The Proprietor of the Railway on the one Part, and the *London and North-western Railway Company* and the *Cannock Mineral Railway Company* on the other Part, either jointly or severally, and either in and by that same Contract or otherwise, may from Time to Time enter into any Agreement for or with respect to the following Purposes or any of them; (that is to say,)

The Use and Working by the contracting Companies or either of them of the whole or any Part of the Railways by this Act authorized, and the Use of the Works and Conveniences belonging thereto:

The Conveyance by the contracting Companies or either of them of the whole or any Part of the Traffic upon the Railways:

The Division and Apportionment of such Traffic between the Proprietor of the Railway and the contracting Companies or either of them:

The Supply of any Working or Rolling Stock required for such Purposes:

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The Use or Purchase by the contracting Companies or either of them of the Rolling or Working Stock belonging to the Proprietor of the Railway, or any Part thereof :

The Management and Repair of the Railways or any Part thereof :

The Costs and Expenses of such Working, Management, Maintenance, and Repair :

The Forwarding, Interchange, and Transmission, upon or over the Railways of the Proprietor of the Railway and the *London and North-western* Railway Company and the *Cannock Mineral* Railway, or either of them, of any Traffic which may be conveyed upon and from the Railways worked by the *London and North-western* Railway Company and the *Cannock Mineral* Railway Company, or either of them, to and along the Railways or any Part thereof, or which may be conveyed upon and along the Railways to and along the *London and North-western* Railway and the *Cannock Mineral* Railway, or either of them, or any Railway worked in connexion therewith, or any Part thereof :

The Collection, Delivery, and general Conduct of such Traffic :

The fixing of the Tolls, Rates, and Charges to be levied or taken by the Proprietor of the Railway and the *London and North-western* Railway Company and *Cannock Mineral* Railway Company, or either of them, in respect of the Traffic conveyed over their respective Railways or any Part thereof respectively, not exceeding the maximum Tolls, Rates, and Charges authorized by the Acts of Parliament relating to such Railways respectively :

The Collection, taking, and levying of the said Tolls, Rates, and Charges :

The Division between the Proprietor of the Railway and the *London and North-western* Railway Company and *Cannock Mineral* Railway Company, or either of them, of the Receipts arising from the Traffic upon their respective Railways or any Part thereof respectively, subject to any Deductions to be made therefrom, or any Rent or other Consideration to be paid by either of the said Parties to the other of them, by virtue of the said Agreement.

XV. Any such Agreements shall be and continue for such Term or Period as shall be mutually agreed upon ; and no such Agreement shall have any Operation until the same shall be approved by the Board of Trade ; and no such Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Proprietor of the Railway and the *London and North-western* Railway Company and the *Cannock Mineral* Railway Company shall for the Time being be respectively authorized and entitled to demand and receive from any Person or Persons, or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the

Duration of Agreement.

Agreement to be approved by Board of Trade.

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said

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said Agreement may relate, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Agreement had been entered into : Provided always, that the said Board shall not approve such Agreement without being satisfied that the same has been duly assented to by the Shareholders of the contracting Company in Special Meeting assembled for that Purpose, as herein-after required ; provided also, that it shall be lawful for the Board of Trade, if they think necessary or expedient for the Public Interests, on the Expiration of every Ten Years from the Commencement of any such Agreement, or on the Expiration of every Ten Years from the Period when any Revision thereof shall be made by them, to cause the same to be revised ; and the Board of Trade shall have Power to declare that any Modification required by that Board be made Part of the said Agreement, and such Agreement shall have effect accordingly.

Notice of
Revision to
be given.

XVI. The Company, previous to the Expiration of each such Period of Ten Years, shall give such public Notice as the Board of Trade may prescribe, that that Board has such Power, and is about to enter on such Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Arrangement.

Agreement
may be re-
newed, with
Approval
of Board of
Trade.

XVII. At the Expiration of any existing Agreement or of any future Agreement, the Proprietor of the Railway and the contracting Company, with the Consent in Special Meeting of the said Company, as herein-after required, and subject to the Approval of the Board of Trade, may from Time to Time enter into a new Agreement for all or any of the Purposes aforesaid.

No Agree-
ment to take
effect till
approved by
Shareholders
of Contract-
ing Com-
pany.

XVIII. No Agreement herein mentioned shall have any Operation or Effect unless and until it be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting of the contracting Company, convened with due Notice of the Intention to submit such Agreement for Approval.

Notice of
Meeting
for such
Approval.

XIX. The Meeting shall be called by Advertisements inserted once in each of Two successive Weeks in a Morning Newspaper published in London, and in some Newspaper published in the County in which the chief Office of the contracting Company is situate, the last of which Advertisements shall be published not less than Seven Days before the Day of the Meeting, and also by Circular addressed to every Shareholder entitled to vote at Meetings of the contracting Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices required to be served by the Company on their Shareholders.

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XX. The *London and North-western* Railway Company (with the Sanction of Three Fourths at least of the Votes of the Shareholders of that Company at some General Meeting of the Company specially convened for the Purpose of authorizing such Subscription) and the *Cannock Mineral* Railway Company (with the like Sanction on the Part of the Shareholders in that Company) may from Time to Time subscribe towards the Undertaking, to such Extent as shall be fixed and determined by any such Meeting respectively, not exceeding Ten thousand Pounds in the whole.

London and
North-
western and
Cannock
Mineral
Railway
Companies
may sub-
scribe to-
wards Un-
dertaking.

XXI. The *London and North-western* Railway Company and the *Cannock Mineral* Railway Company may pay the Amount of their respective Subscriptions by and out of any Monies of the Two Companies respectively, or which the Two Companies respectively have raised or are authorized to raise by Shares or borrowing under the Provisions of any Act relating to those Companies respectively, and which may not be required for the Purposes of those Acts, and that notwithstanding any Restriction of the Application of such Monies in those Acts respectively contained.

London and
North-
western and
Cannock
Mineral
Railway
Companies
may apply
Funds.

XXII. It shall be lawful for the Proprietor of the Railway to levy Tolls, and demand Rates, Tolls, and Duties for the User of the Railways, not exceeding the following:

In respect of the Tonnage of all Articles conveyed upon the Railways or any Part thereof, as follows: Tonnage for
Goods, &c.

Class 1. For all Coals, Coke, Ironstone, Iron Ore, Pig Iron, Rod Iron, Bar Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and rolled Iron, Limestone, Lime, Bricks, Salt, Sand, Fire Clay, Cinders, Slag, and Stone, *per* Ton not exceeding Sixpence; and if conveyed in Carriages belonging to the Proprietor of the Railway, an additional Sum *per* Ton not exceeding Twopence:

Class 2. For all Dung, Compost, and all Sorts of Manure, and for all undressed Materials for the Repair of public Roads or Highways, and for heavy Iron Castings, including Railway Chairs, and for all Culm, Charcoal, and all Stones for building, pitching, and paving, all Tiles, Slates, and Clay (except Fire Clay), Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Castings, and for all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, *per* Ton not exceeding Eightpence; and if conveyed in Carriages belonging to the Proprietor of the Railway, an additional Sum not exceeding Twopence:

Class 3. And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing.

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weighing more than One Ton, carried or conveyed on a Truck or Platform not belonging to the Proprietor of the Railway, not exceeding One Shilling, and the Sum of Threepence for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which such Carriage may weigh.

Tolls for
propelling
Power.

XXIII. The Toll which the Proprietor of the Railway may demand for the Use of Engines or other Power for propelling Carriages on the Railways shall not exceed Fourpence for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations
as to the
Tolls.

XXIV. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For a Fraction of a Ton the Proprietor of the Railway may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton :

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight :

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton, and so in proportion for any smaller Quantity.

Tolls for
small Parcels
and Articles
of great
Weight.

XXV. And with respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Proprietor of the Railway may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels the Proprietor of the Railway may demand any Sum which he may think fit, not exceeding the Rates following :

Not exceeding in Weight Seven Pounds, Twopence; exceeding Seven and not exceeding Fourteen Pounds, Threepence; exceeding Fourteen and not exceeding Twenty-eight Pounds, Fourpence; exceeding Twenty-eight and not exceeding Fifty-six Pounds, Sixpence; exceeding Fifty-six and not exceeding Five hundred Pounds, such Sum as he may think proper: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages :

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed
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Four Tons but shall not exceed Eight Tons, the Proprietor of the Railway may demand such Sum as he may think fit, not exceeding Three Shillings *per* Ton :

For the Carriage of any single Piece of Timber, Stone, Machinery, or any other single Article, the Weight of which, including the Carriage, shall exceed Eight Tons, the Proprietor of the Railway may demand such Sum as he may think fit.

XXVI. The maximum Rates of Charge to be made by the Proprietor of the Railway, including the Tolls for the User of the Railways, and Waggon or Trucks and locomotive Power, and every Expense incidental to such Conveyance, shall not exceed the following Sums :

For Coals, Coke, Ironstone, and other Articles herein-before classed therewith, the Sum of Ninepence *per* Ton :

For Dung, Compost, Manure, Culm, Cotton, and other Articles herein-before classed therewith, the Sum of One Shilling *per* Ton :

For every Carriage, the Sum of One Shilling and Sixpence.

XXVII. Nothing in this Act contained shall prevent the Proprietor of the Railway from demanding and receiving a reasonable Sum for warehousing and any other extraordinary Services which may be properly undertaken by the Proprietor of the Railway in relation to such Goods.

XXVIII. Nothing herein contained shall be held to prevent the Proprietor of the Railway from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, by reason of any special Service performed by the Proprietor of the Railway in relation thereto.

XXIX. Provided always, That it shall not be lawful for the Proprietor of the Railway to levy, make, demand, or take, in respect of the Rates, Tolls, Duties, and Charges for or in respect of any Articles passing along and from the secondly described Railway on to the *Littleworth* Tramway, and not having passed along any Part of the firstly described Railway, a Sum exceeding One Half of the lowest Sum or Charge from Time to Time levied, made, demanded, or taken in respect of similar Articles passing along the firstly described Railway or any Part thereof: Provided also, that in no Case shall the Rates, Tolls, Duties, Charges, and Sums payable (exclusive of the Charge for motive Power) in respect of Articles passing along and from the secondly described Line of Railway on to the *Littleworth* Tramway exceed in the whole the Sum of Twopence *per* Ton.

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Railways not
to be Passen-
ger Lines.

XXX. The Railways shall not be used for the Conveyance of Passengers without the Authority of Parliament in that Behalf first had and obtained.

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

XXXI. Nothing in this Act contained shall exempt the Railways from the Provisions of any General Act relating to Railways, not being Passenger Railways, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or the Rates for small Parcels, by this Act respectively authorized.

Expenses of
Act.

XXXII. All the Costs, Charges, and Expenses of and incidental to the passing of this Act shall be paid by the said *Henry* Marquess of *Anglesey*, his Heirs, Executors, Administrators, or Assigns.

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