



ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. clxxxi.

An Act to authorize the Construction of a Railway
from *Wolverhampton* to *Walsall* all in the County
of *Stafford*. [29th June 1865.]

WHEREAS the making of a Railway in the County of *Stafford* from the Town of *Wolverhampton* to the Town of *Walsall* would be a Work of great public Utility, and the Persons named in this Act, with others, are willing at their own Expense to construct the Railway: And whereas Plans and Sections showing the Line and Levels of the Railway, and also a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands required or which may be taken for the Purposes of the Railway, have been deposited with the Clerk of the Peace for the said County: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

1. This Act may be cited for any Purposes as "The *Wolver-* Short Title.
hampton and Walsall Railway Act, 1865."

[*Local.*]

28 R

2. "The

The Wolverhampton and Walsall Railway Act, 1865.

8 & 9 Vict.
cc. 16., 18.,
and 20.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
cc. 92. &
118. incor-
porated.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," Part I. of "The Companies Clauses Act, 1863," and (so far as applicable) Parts I. and III. of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act.

Interpre-
tation of
Terms.

3. In this Act the Words "the Company" mean the Company incorporated by this Act, the Words "the Undertaking" or "the Railway," mean the Railway and the Works connected therewith, by this Act authorized to be constructed, and the Expression "Superior Courts" or "Courts of competent Jurisdiction," or other like Expression in this Act, or any Act incorporated herewith, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Same Mean-
ings to
Words, &c.
in incorpo-
rated Acts as
in this Act.

4. The Several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Subscribers
incorporated.

5. *Thomas George Anson Earl of Lichfield, Thomas Barker, Samuel Loveridge*, and all other Persons and Corporations who have already subscribed or who shall hereafter subscribe to the Undertaking, their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of the Undertaking; and such Company shall be incorporated by the Name of "*The Wolverhampton and Walsall Railway Company*," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the incorporated Acts contained, and their Undertaking shall be called "*The Wolverhampton and Walsall Railway*."

First and
other Meet-
ings.

6. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and *August* or *September* in every Year.

Quorum of
General
Meetings.

7. The Quorum of General Meetings of the Company shall be Ten Shareholders present, personally or by proxy, holding in the aggregate

The Wolverhampton and Walsall Railway Act, 1865.

aggregate not less than Ten thousand Pounds in the Capital of the Company.

8. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Five, and such Shareholders shall hold in the aggregate not less than Ten thousand Pounds in the Capital of the Company.

Number of Shareholders to convene Extraordinary Meetings.

9. The Number of Directors shall be Fourteen, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Number and Qualification of Directors.

10. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the reduced Number be not less than Seven.

Power to reduce the Number of Directors.

11. The Quorum of a Meeting of Directors shall be Three.

Quorum.

12. The Earl of *Lichfield*, *Thomas Barker*, *Samuel Loveridge*, *George Lees Underhill*, *Edwin Dixon*, *Frederick Charles Perry*, *Edward John Gibbs*, *William Deakin*, *Moses Ironmonger*, *Frederick Walton*, *James Tildesley*, *Benjamin Urwick*, *Ralph Anstruther Earle*, and *Richard Nugent*, shall be the First Directors of the Company and shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead, in manner provided by "The Companies Clauses Consolidation Act, 1845."

First Directors.

Such Directors to continue in Office until First Meeting after passing of Act.

13. The Capital of the Company shall be One hundred and twenty thousand Pounds, divided into Twelve thousand Shares of Ten Pounds each.

Capital.

14. It shall not be lawful for the Company to issue any Share, nor shall any Share vest in the Person accepting the same, unless and until

Shares not to issue until One Fifth paid up.

The Wolverhampton and Walsall Railway Act, 1865.

until a Sum not being less than One Fifth Part of the Amount of such Share is paid up in respect thereof.

Calls.

15. Two Pounds *per* Share shall be the greatest Amount of a Call, and Two Months at the least shall be the Interval between successive Calls; and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon any Share.

Receipts of Guardians, &c. to be sufficient Discharge.

16. If any Money be payable to a Shareholder being a Minor, Idiot, or Lunatic, the Receipt of his or her respective Guardian or Committee shall be a sufficient Discharge to the Company for the same.

Power to borrow on Mortgage.

17. The Company may from Time to Time borrow on Mortgage any Sums not exceeding in the whole Forty thousand Pounds, but no Part thereof shall be borrowed until the whole of the Share Capital of One hundred and twenty thousand Pounds shall have been subscribed for or taken *bonâ fide*, and One Half thereof is actually paid up, and until the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for the whole of the Capital which the Company are by this Act authorized to raise are issued and accepted, and that Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid up on account thereof before or at the Time of the Issue or Acceptance thereof, and that all such Shares are taken in good Faith and held by the Subscribers or their Assigns, those Subscribers or their Assigns being legally liable for the same (of which Matters the Certificate of the Justice shall be sufficient Evidence).

Arrears may be enforced by Appointment of a Receiver.

18. The Mortgagees of the Company may enforce Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and the Amount necessary to authorize the Appointment of a Receiver shall not be less than Ten thousand Pounds in the whole.

Debenture Stock.

19. The Company may create and issue Debenture Stock.

Application of Monies raised under Act.

20. All and every Part of the Money raised under this Act, whether by Shares or by Debenture Stock or by borrowing, shall be applied only to the Purposes authorized by this Act.

Powers for compulsory Purchases limited.

21. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

22. The

The Wolverhampton and Walsall Railway Act, 1865.

22. The Quantity of Land to be purchased by the Company by Agreement adjoining or near to the Railway for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Five Acres. Lands for extraordinary Purposes.

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

24. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations, in the Lines and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels described on the said Sections; and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes. Power to make Railway according to deposited Plans.

25. The Railway by this Act authorized, which will be wholly in the County of *Stafford*, will commence by a Junction with the *Great Western* Railway at a Point One hundred and forty Yards or thereabouts from the North-western End of the Tunnel Mouth abutting upon Messieurs *Sparrows* Ironworks in the Township and Parish of *Wolverhampton*, and terminate in the Townships of the Borough of *Walsall*, and of *Walsall Foreign*, or One of them, in the Parish of *Walsall*, on the South Side of *Park Street* and the *Wolverhampton Road*, at a Point Sixty Yards or thereabouts on the Western Side of the Centre of the South Parapet of the Bridge carrying *Park Street* over the *South Staffordshire* Railway. Describing Railway.

26. And for the Protection of the Streets in *Walsall*, be it enacted as follows: As to Streets in Walsall.

- (1.) The Company shall not have Power to divert or alter the Course of the public Carriageroad in the Parish of *Walsall*, numbered 108 on the said deposited Plans, unless the Commissioners for putting into execution the Powers of "The *Walsall* Improvement and Market Act, 1848," shall in Writing consent to any Diversion or Alteration in the Course of the said Road; and the Width of the Arch or Span of the Bridge to carry the Railway over the said Road shall be the whole Width of the Road, including the Footpaths adjoining thereto; and the clear Height of the Arch or Bridge from the Surface of the Road shall not be less than Sixteen Feet for the whole Width of the said Road, including

[*Local.*]

28 S

the

The Wolverhampton and Walsall Railway Act, 1865.

the Footpaths; and the said Bridge shall be constructed of the proper Size for, and shall be used for carrying no more than a Double Line of Railway, and no other Works shall be built or made thereon without the Consent of the said Commissioners; but the Company shall have Power to lower the said Road to the Extent described on the said deposited Sections, but not further or otherwise:

- (2.) The Company shall not have Power to take or use for the Works of or connected with the Railway any Part of *Park Street*, or of the Road sometimes called *Wolverhampton Street* and sometimes *Wolverhampton Lane* in the Parish of *Walsall*, without the written Consent of the said Commissioners; and none of the Rights and Powers of the said Commissioners in respect to the said Streets shall in any way be prejudiced or affected by this Act or any of the Acts incorporated therewith:
- (3.) The Company shall not have Power to divert or alter the Course or Width or Level of *Frederick Street* or *Navigation Street*, numbered respectively 180*a* and 186*a* on the said deposited Plans:
- (4.) The Company may stop up the Part of the public Carriage-road called *Marsh Lane* in the Parish of *Walsall*, numbered 238*a* on the said deposited Plans, which extends in a north-westerly Direction for the Length of One hundred and ten Feet from the other Part of the said Road numbered 250*a* on the said deposited Plans: Provided that before stopping up the said Road, and in lieu thereof and of the Main Sewer and Gas Mains under the same, they make and properly pave and finish a new Line of Road, not less than Twenty Feet wide, with a new Line of Sewer and Gas Mains under the same, such Road and Sewer and Gas Mains commencing at the South End of the Part of the said Road numbered 238*a* as aforesaid, and opposite to the Building numbered 250 on the said deposited Plans, and running thence within the Limits of Deviation shown on the said deposited Plans in a straight Line towards and terminating by a Junction with *Park Street* and the Main Sewer and Gas Mains under that Street, at a Point within the said Limits of Deviation and on the South Side of the said Railway; and do also widen so much of the other Part of *Marsh Lane* numbered 250*a* on the said deposited Plans as lies between the said South End of the Part of the said Road so to be stopped up as aforesaid and the said Building and the Junction of the Road marked 308*a* on the said deposited Plans with *Marsh Lane*, so as to make the said Road from *Park Street* to the said last-mentioned Junction of a uniform
Width

The Wolverhampton and Walsall Railway Act, 1865.

Width of at least Twenty Feet ; and the said Commissioners shall be liable to the Repair of the intended new or substituted Road and the said widened Road, and the same shall be vested in them in the same Manner as the other public Streets within the Limits of the said Act of 1848 :

- (5.) The Width of the Arch or Span of the Bridge to carry the Railway over the Road or Street in the Parish of *Walsall*, numbered 200*a* on the said deposited Plans, shall be the whole Width of the Road, including the Footpaths adjoining thereto ; and the clear Height of the Arch or Bridge from the Surface of the Road shall not be less than Fifteen Feet for the whole Width of the said Road, including the Footpaths :
- (6.) Every Bridge or Arch to be erected for the Purpose of carrying the said Railway over any public Street or Road within the Limits defined by "The *Walsall* Improvement and Market Act, 1848," except the Bridge over the public Road numbered 200*a* in the said deposited Plans (which may be constructed of the Width of Forty Feet, but no more, so as to carry Four separate Lines of Railway), shall be constructed of the proper Size for, and shall be used for carrying no more than a Double Line of Railway, and no other Works shall be built or made thereon without the Consent of the said Commissioners :
- (7.) Where any Street or Road within the Limits defined in the said Act of 1848, or any Sewer or Gas Main under the same, shall be interfered with in the Exercise of the Powers of this Act, or a new Road, Sewer, or Gas Main substituted in lieu thereof, the Certificate of Two Justices in Petty Sessions assembled that such Road, Sewer, and Gas Main have been restored, or a new Road, Sewer, and Gas Main substituted in lieu thereof according to the Provisions of this Act, (which Certificate the said Justices are hereby required to grant on the Application of the said Company after Twenty-eight Days Notice in Writing by them to the said Commissioners of the Intention of the Company to make the said Application, and on the Justices being satisfied from a View of such Road, Sewer, or Main, or by Evidence, that it has been properly restored and put into a permanently substantial Condition, or a new or sufficient Road, Sewer, or Main substituted in lieu thereof and put into a permanently substantial Condition,) shall in all Cases be taken and received as sufficient Evidence that such Road, Sewer, or Main has been so restored or made.

The Wolverhampton and Walsall Railway Act, 1865.

Preserving
present Line
and Width
of Walsall
and Ham-
stead Road.
For Protec-
tion of
Lord Brad-
ford's Estate.

27. It shall not be lawful for the Company to alter the Width or divert the Line of the Turnpike Road from *Walsall* to *Park Brook*, numbered 33 in the Parish of *Walsall* on the deposited Plans.

28. For the Protection of the Estate of the Right Honourable *Orlando George Charles* Earl of *Bradford*, the Provisions following shall be in force, and shall have full Effect; that is to say,

(A.) At or near to the Point where the Main Line of Railway by this Act authorized crosses the Road from *Bentley Heath* to *Walsall*, numbered on the Plans deposited for the Purposes of this Act 41 in the Parish of *Wolverhampton* and 9 in the Parish of *Walsall*, the Company shall either deviate the Line there northwardly, within the Limits of Deviation shown on those Plans, so that it shall pass through some Part of *Reed's Wood*, there numbered 4a, 5, 6, 7, 8, and 8a, on those Plans, in the Parish of *Walsall*, and being Part of the Earl of *Bradford's* Estate; or the Company shall at the Expense of the Earl of *Bradford* or his Sequels in Estate make and carry into effect all Works, Communications, and Arrangements proper and sufficient for the making and maintaining for the Accommodation of the Earl of *Bradford's* Estate of a collateral Branch Railway from the Main Line of Railway in or into *Reed's Wood*:

(B.) The Company shall make and maintain a proper and sufficient Bridge with Approaches thereto of not more than One in Twenty, as in the Case of a public Road, for carrying over the Railway the Road leading from the Moat into the Road from *Wolverhampton* to *Walsall*, and numbered on those Plans 56 and 57 in the Parish of *Walsall*, and there shall be a clear Space between the Parapets of the Bridge of at least Twenty-five Feet, and the Company shall make the Road over the Bridge and Approaches thereto:

(C.) If and when the Earl of *Bradford* or his Sequels in Estate shall be desirous of dedicating that Road to the Public, and in order thereto it is found requisite, for Compliance with the Requirements of any Local Act or otherwise, that the Bridge and the Approaches thereto be widened, then the Company on being thereunto requested by or on Behalf of the Earl of *Bradford*, or his Sequels in Estate, will make the Bridge and the Approaches thereto of the Width proper and sufficient for the Dedication of the Road to the Public, and will accordingly widen the Road over the Bridge and the Approaches thereto:

(D.) Where the Railway crosses the Land numbered on those Plans 65 in the Parish of *Walsall*, the Company shall, at a
Distance

The Wolverhampton and Walsall Railway Act, 1865.

Distance of about Three Chains Westward from the *Pleck Road*, make and maintain a proper and sufficient Occupation Road and level Crossing as an Accommodation Road and Crossing from the Earl of *Bradford's* Estate :

- (E.) If the Company do not purchase the whole of the Land in the Parish of *Walsall* lying Northward of the Main Line of Railway, and bounded westwardly and northwardly by the *Birmingham and Walsall* Canal, and eastwardly by *Navigation Street*, numbered on these Plans 200*a* in the Parish of *Walsall*, and which comprises the Entireties or Portions of the Lands numbered on those Plans respectively 150, 150*a*, 150*b*, and from 151 to 174, both inclusive, in that Parish, then the Company shall purchase any Portion or Portions of that Land which the Earl of *Bradford* or his Sequels in Title, or his or their Agent, shall require them to purchase, which shall be Northward of the Main Line, and be bounded northwardly by the Line of an intended new Street called *Charles Street*, not numbered on the said Plans, but which Street runs parallel with and at a Distance of about Thirty-three Yards North from the centre Line of Railway shown on the said Plan, and shall carry the Railway over *Charles Street* at a Point about Thirteen Yards East of the Point marked on the said Plans Five Furlongs in the Parish of *Walsall*, and over an intended new Street called *Augustus Street* at a Point about Forty-four Yards West of the Point marked on the said Plans Six Furlongs in the Parish of *Walsall*, and as to each of those Two Streets by a proper and sufficient Girder Bridge, with a Span of at least Thirty-four Feet clear, measured on the Square, and with a clear Headway throughout of at least Fifteen Feet:
- (F.) The Works to be done by the Company under this Section shall be done to the reasonable Satisfaction of the Surveyor of the Earl of *Bradford's* Estate, or, in case of Difference between him and the Company's Engineer, to the reasonable Satisfaction of their Umpire, to be, if not agreed on between them, appointed on their or either of their Application by the Board of Trade :
- (G.) This Section shall not deprive the Earl of *Bradford* or his Sequels in Estate of any Right under any general Provisions of "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," respectively, or otherwise to require the Company to make and maintain any Accommodation Works for the Convenience of the Earl of *Bradford's* Estate, except so far as the Works hereby provided for shall deprive the said Earl of *Bradford* and his Sequels in Estate of any such Rights.

The Wolverhampton and Walsall Railway Act, 1865.

As to Execution of Railway and Works over London and North-western Railway.

29. The Railway where the same will cross the *London and North-western* Railway and Lands adjoining thereto shall be carried over such Railway and Lands according to Plans to be reasonably approved by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *London and North-western* Railway Company, and at the Expense of the Company, and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *London and North-western* Railway, or the Working of the Traffic thereon, and the Railway shall be so carried over the *London and North-western* Railway and the said Lands adjoining thereto by means of a Girder Bridge, with a clear Span of not less than Fifty Feet measured at Right Angles to its Abutments and a clear Headway for the whole Distance of Fifteen Feet.

Plans for Works affecting London and North-western Railway.

30. The Bridge or other Works by which the Railway shall be carried over the *London and North-western* Railway and the said Lands adjoining thereto, and all Works and Conveniences connected therewith, shall be made only according to Plans, Elevations, Sections, and Specifications to be submitted by the Company to such Engineer of the *London and North-western* Railway Company, and to be reasonably approved by him in Writing under his Hand before any of those Works are begun.

Maintenance of those Works.

31. The Company shall at all Times maintain the Bridge or other Works by which the Railway shall be carried over the *London and North-western* Railway and the said Lands adjoining thereto, in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the Engineer of the *London and North-western* Railway Company; and if and whenever the Company fail so to do, the *London and North-western* Railway Company may make or do in and upon as well the Lands of the Company as their own Lands, all such Works and Things as the *London and North-western* Railway Company reasonably think requisite in that Behalf, and the Sum from Time to Time certified by such their Engineer to be the reasonable Amount of their Expenditure in that Behalf shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered with full Costs by the *London and North-western* Railway Company from the Company in any Court of competent Jurisdiction.

Restricting Interference with the Lands of the London and North-

32. The Company shall not without in every Case the previous Consent of the *London and North-western* Railway Company in Writing under their Common Seal take, use, enter upon, or interfere with any of the Lands from Time to Time belonging to or in the Possession

The Wolverhampton and Walsall Railway Act, 1865.

Possession or under the Power of the *London and North-western* Railway Company, except only such Part or Parts of their Lands as it shall be necessary for the Company to take and use, enter upon, or interfere with for the Purpose of making and maintaining the Works by which the Railway is according to this Act to be carried over the Railway and Lands of the *London and North-western* Railway Company.

western
Company.

33. With respect to any Land of the *London and North-western* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the *London and North-western* Railway Company may and shall sell and grant accordingly an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same.

Company to
acquire
Easements
only in
Lands of
London
and North-
western
Company.

34. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *London and North-western* Railway Company otherwise than is herein expressly provided.

Saving
Rights of the
London
and North-
western
Company.

35. And whereas the Railway hereby authorized and described in Section 24 of this Act is intended to be carried over and under certain of 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; (that is to say,) by means of Bridges over a Canal called "the *Bentley* Canal" in the Parish of *Wolverhampton* in the County of *Stafford*, a Canal called "the *Anson Branch* Canal" in the Parish of *Wolverhampton* aforesaid, and a Canal called "the *Walsall* Canal" in the Parish of *Walsall* in the said County of *Stafford*, and by means of an Archway or Tunnel under a Canal called "the *Wednesfield* Canal" in the Parish of *Wolverhampton* aforesaid, as respectively shown upon the Plans so deposited as aforesaid: Therefore the Company shall at their own Expense construct in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the *Birmingham* Canal Company, a good and substantial Bridge over each of the said several Canals, and the Towing-paths, Banks, and other Works thereof, at each of the Points where the said Railway is intended to be carried over the same Canals as shown upon the said Plans so deposited as aforesaid; and that the Company shall at their own Expense construct in a proper Manner, and to the like Satisfaction of the Engineer for the Time being of the *Birmingham* Canal Company, a good and substantial Archway or Tunnel under the said Canal called "the *Wednesfield* Canal,"

Company to
construct
Bridges over
the *Birmingham*
Canals
in manner
prescribed
by the Engi-
neer of the
Canal Com-
pany.

The Wolverhampton and Walsall Railway Act, 1865.

Canal," where the said Railway is intended to be carried under the same Canal as shown upon the said Plans so deposited as aforesaid; and the clear Opening or Span of the Arch of each 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 respective Points of crossing the whole navigable Waterway of the Canal, and the present Towing-path or Towing-paths alongside the same, the Space left for each Towing-path being at least Eight Feet in Width; and every such Bridge 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 each of the aforesaid Points of crossing over the said Canals commence at a Point not being less than Eight Feet above the present Surface of the Towing-paths of the said Canals, and the under Side of the Middle of the Arch shall not be less than Ten Feet above the Top-water Level of the said Canals, and the extreme Width of each such Bridge shall not exceed Thirty Feet.

Company
to construct
Aqueduct.

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

Company
to make a
temporary
Canal.

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

Company
to keep
Bridges, &c.
in repair.

38. The Company shall at their own Expense at all Times for ever after the said several Bridges and the aforesaid Archway or Tunnel

The Wolverhampton and Walsall Railway Act, 1865.

Tunnel and the Aqueduct over the same shall have been completed, keep the same, and all future Bridges, Archways, Tunnels, and Aqueducts to be erected or made respectively in lieu thereof (and which shall be at the same respective Places, in the like respective Directions, and of the like Dimensions and Capacity as are hereinbefore severally mentioned), together with all Works belonging to or connected therewith respectively, in good and complete Repair to the reasonable Satisfaction of the Engineer for the Time being of the *Birmingham Canal Company*; and in case of any Want of Repair to such Bridges, Archways, Tunnels, or Aqueducts, or either of them, or any Work belonging thereto or connected therewith, and whether such Want of Repair shall arise from the sinking of such Bridges, Archways, Tunnels, or Aqueducts, or either of them, or any Part thereof respectively, or from any other Cause whatsoever, and upon Notice in Writing thereof being given by the *Birmingham Canal Company* or their Clerk to the Company, then the Company shall within the Space of Ten Days, after such Notice commence the Repairs, or, as the Case may require, the raising or rebuilding or Reconstruction of the said Bridges, Archways, Tunnels, or Aqueducts, which shall be out of repair, or such Part or Parts thereof as it shall for the Time being be requisite to repair, raise, or rebuild, or reconstruct, and proceed therein with all reasonable Expedition until such repairing, raising, or rebuilding, or Reconstruction shall be wholly completed; and if the Company shall fail to commence the same within the said Space of Ten Days, or proceed therein with all reasonable Expedition as aforesaid, it shall be lawful for the *Birmingham Canal Company* to make all such Repairs to any such Bridges, Archways, Tunnels, or Aqueducts, or Works, and to raise or rebuild or reconstruct the same or such Part thereof respectively as shall be necessary, in such Manner as they may think proper, and all the Expenses thereof shall be repaid by the Company to the *Birmingham Canal Company* upon Demand, and in default of such Payment any Two of Her Majesty's Justices of the Peace for the County of *Stafford* shall, on Application by the *Birmingham Canal Company* or their Clerk, or any other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, cause the Amount of such Expenses (which Amount shall be settled and allowed by such Justices) to be levied by Distress and Sale of the Goods and Chattels of the Company, and to be paid to the *Birmingham Canal Company*, their Agents or Clerk, rendering the Overplus (if any) on Demand, after deducting the reasonable Charges of making such Distress and Sale, to the Company, or otherwise the *Birmingham Canal Company* may sue for and recover such Expenses as aforesaid against the Company in any of the Superior Courts: Provided always, that during the Progress of constructing such Bridges, Archways, Tunnels, or Aqueducts, and at all future Times during any Repairs,

[Local.] 28 U raising

The Wolverhampton and Walsall Railway Act, 1865.

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 Bridges, Archways, 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 Bir-
mingham
Canals.

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

In case of
Obstruction
to Naviga-
tion, Rail-
way Com-
pany liable
to Damages
for same.

40. If by or by reason or in execution of any of the Works by this Act authorized, or by reason of the Mode of Construction, or of the bad State of Repair of any such Bridges, Archways, Tunnels, or Aqueducts as aforesaid, or any of the Slopes, Banks, or Works of the said Railway, near the said Canals or any of them, or of any other Works by this Act authorized to be constructed, or by any Act or Omission of the Company, or any of their Agents or Servants, it shall happen that the said Canals or any of them, or the Towing-paths thereof or any of them, 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 Canals or any of them, or shall not be able to pass freely along the same, then and in such Case the Company shall pay to the *Birmingham Canal Company*, as or by way of ascertained Damages, the Sum of Three hundred Pounds for every Twenty-four Hours during which any such Obstruction or Impediment shall continue, and so in proportion for any less Period than Twenty-four Hours; and in default of Payment of any such Sum on Demand made on the Company,

The Wolverhampton and Walsall Railway Act, 1865.

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

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

Nothing to prevent other Persons suing for Damages.

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

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

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

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

The Wolverhampton and Walsall Railway Act, 1865.

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

Communica-
tion between
the Canals
and certain
Lands not
to be ob-
structed.

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

Company
not to inter-
fere with the
Rights, &c.
of the Canal
Company.

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

Company
not to take
a Part only
of certain
Lands in
Willenhall
belonging to
the Trustees

46. If the Company shall require to take or use any Portion of certain Lands shown on the said deposited Plans which are situate on the North and South Sides of the *Bentley Branch* of the *Birmingham Canal* in the Township of *Willenhall* in the Parish of *Wolverhampton* in the County of *Stafford* (the Piece of Land on the South Side being denoted on the before-mentioned Plans and Book of Reference by the

Number

The Wolverhampton and Walsall Railway Act, 1865.

Number 76), with respect to Lands situate in that Parish, and of which the Incumbent and Trustees of the Chapel of *Willenhall* aforesaid are, or claim to be, the Owners, they shall purchase and take the whole of the said Lands, and all Mines of Coal, Ironstone, and other Minerals lying under the same and under the said Canal between the said Pieces of Land, unless the said Incumbent and Trustees, or other the Owners for the Time being of the said Lands, shall in Writing consent to the Company purchasing and taking a Part only thereof.

47. Notwithstanding anything herein or in the incorporated Acts contained, it shall not be lawful for the Company nor any Person acting under or in execution of this Act to enter upon, occupy, or use, either permanently or temporarily, any of the Lands, Works, or Property of the *Great Western* Railway Company, or in any Manner to alter, vary, or interfere with their Railway or Works without the Consent of that Company under their Common Seal, save only for the Purpose of constructing the Railway and effecting the Junction and Communication by this Act authorized.

48. Whereas, pursuant to the Standing Orders of both Houses of Parliament and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of Nine thousand six hundred Pounds has been deposited pursuant to the said Act, in respect of the Application to Parliament for this Act, being Eight *per Centum* upon One hundred and twenty thousand Pounds, the estimated Cost of the Railway: Be it enacted, That notwithstanding anything contained in the said recited Act, the said Sum of Nine thousand six hundred Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person 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, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof,

[Local.]

28 X

shall

The Wolverhampton and Walsall Railway Act, 1865.

shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred to the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Nine thousand six hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety and Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs and Successors, of the said Sum of Nine thousand six hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Power to
take Tolls,
&c. as in
Schedule.

49. The Company may demand and take, in respect of the Railway, Tolls and Charges not exceeding the Sums specified in the Schedule to this Act.

Special
Trains.

50. The Restriction in the said Schedule as to Charges for Passengers shall not extend to Special Trains when required by Passengers, but shall apply only to the Ordinary or Express Passenger or Goods Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

51. Every

The Wolverhampton and Walsall Railway Act, 1865.

51. Every Passenger travelling on the Railway may, without Charge, cause to be carried in the same Train with him his ordinary Luggage, not exceeding the Weight of One hundred and twenty Pounds for a First-class Passenger, One hundred Pounds for a Second-class Passenger, and Sixty Pounds for a Third-class Passenger.

Passengers
Luggage.

52. The following Provisions and Regulations shall be applicable to the fixing of the Tolls and Charges by this Act authorized to be demanded and taken; (that is to say,)

Regulations
as to Tolls.

For Passengers, Animals, or Goods conveyed on the Railway for a Distance less than Four Miles, the Company may demand Tolls and Charges as for Four Miles:

In respect of Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

In respect of Animals and Goods, for a Fraction of a Mile beyond Four Miles or beyond any greater Number of Miles the Company may demand Tolls and Charges in proportion to the Number of Quarters of a Mile contained in that Fraction, and a Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile:

For a Fraction of a Ton the Company may demand Tolls and Charges according to the Numbers of Quarters of a Ton in that Fraction, and a Fraction of a Quarter of a Ton shall be deemed a Quarter of a Ton:

Except as to Stone and Timber, Weight shall be determined according to Avoirdupois Weight:

Fourteen Cubic Feet of Stone, and 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.

53. In addition to the Charges in Table III. in the Schedule to this Act a reasonable Charge shall be payable to the Company for the loading, covering, and unloading of Goods at any Station being a Terminal Station in respect of such Goods, and for Delivery and Collection and any other Services incidental to the Duty or Business of a Carrier where such Services or any of them are or is performed by the Company.

Terminal
Station
Charges.

54. A Station shall not be considered a Terminal Station in respect of Goods unless they are received there direct from the Consignor, or are directed to be delivered there to the Consignee.

Defining
Terminal
Station.

55. The Term small Parcels in Table IV. of the Schedule shall not include Articles sent in large aggregate Quantities, although made up of several Parcels, such as Bags of Sugar, Coffee, Meal, and the like, but shall apply only to single Parcels in separate Packages.

Small
Parcels.

56. Nothing

The Wolverhampton and Walsall Railway Act, 1865.

Agreement
for higher
Charges.

56. Nothing herein contained shall prevent the Company from taking any Charge over and above the Charges by this Act limited for the Conveyance of Goods of any Description by Agreement with the Owners of or any Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Saving ex-
isting Right
to Contract.

57. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from "The Railways Clauses Consolidation Act, 1845," or from the General Law.

Interest on
Calls not to
be paid out
of Capital.

58. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits for
future Bills
not to be
paid out of
Capital
raised under
this Act.

59. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, 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 Company to construct any other Railway, or to execute any other Work or Undertaking.

Railway
not exempt
from Provi-
sions of
present and
future Gene-
ral Acts.

60. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Expenses of
Act.

61. All the Expenses of applying for and obtaining this Act, or preparatory or incident thereto, shall be paid by the Company.

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The Wolverhampton and Walsall Railway Act, 1865.

SCHEDULE referred to in the foregoing Act.

TOLLS AND CHARGES.

TABLE I.—MAXIMUM CHARGES for the Use of the RAILWAY, and for SUPPLY of CARRIAGES, WAGGONS, or TRUCKS.

	For the Use of the Railway, per Mile.	For the Supply of Carriage, Waggon, or Truck by the Company, the additional Sum per Mile of
Passengers :— For every Person - - - - -	Twopence	One Penny.
Animals :— For every Horse, Ass, Mule, or other Beast of Draught or Burden (Class 1) - - -	Threepence	One Penny.
For every Ox, Cow, Bull, or Head of Neat Cattle (Class 2) - - - - -	Twopence	One Penny.
For every Calf, Pig, Sheep, Lamb, and other small Animal (Class 3) - - - - -	Three Farthings	One Farthing.
Goods (except as provided for in Table IV.) :— For Cotton and other Wools, manufactured Goods, Drugs, Fish, and all other Wares, Merchandise, Articles, Matters, or Things not enumerated in any other Class (Class 4) per Ton	Threepence	One Penny.
For Sugar, Grain, Corn, Flour, Hides, Dye- woods, Earthenware, Timber, Staves, Deals, and Metals (except Iron), Nails, Anvils, Vices, Chains, and Light Iron Castings (Class 5) - - - - - per Ton	Twopence	One Penny.
For Coke, Charcoal, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Wrought Iron, Heavy Iron Castings, Rail- way Chains, Slabs, Billets, and Rolled Iron, Lime, Bricks, Tiles, Slates, Salt, Fireclay, and Stone (Class 6) - - - - - per Ton	Three Halfpence	One Penny.
For Dung, Compost, Manure, undressed Material for Repair of public Roads or Highways, Coals, Culm, Cinders, Cannel, Ironstone, Iron Ore, Limestone, Clay (except Fireclay), Chalk, Sand, and Slag (Class 7) - - - - - per Ton	Five Farthings	One Halfpenny.
For every Carriage of whatever Description conveyed on a Truck or Platform (Class 8) :— If not weighing more than One Ton -	Sixpence.	
If weighing more than One Ton, then for the First Ton - - - - -	Sixpence.	
And for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton above the First Ton - - -	Three Halfpence.	

The Wolverhampton and Walsall Railway Act, 1865.

TABLE II.—MAXIMUM CHARGES for SUPPLY of LOCOMOTIVE POWER.
For the Use of Engines for propelling Carriages on the Railway, for every Passenger, Animal, and Ton of Goods - - per Mile One Penny.

TABLE III.—MAXIMUM TOTAL CHARGES for the Use of the Railway, and for Supply of Carriages, Waggon, or Trucks, and of locomotive Power, and every other Expense incidental to the Conveyance of Passengers, Animals, or Goods along the Railway.

				Per Mile.
Passengers :—				
For every Person conveyed in a First-class Carriage				Threepence.
" " Second-class "				wopence.
" " Third-class "				Five Farthings.
Animals :—				
For every Animal in Class 1				Fourpence.
" Class 2				Threepence.
" Class 3				Three Halfpence.
Goods :—				
For every thing in Class 4			per Ton	Fourpence.
" Class 5			"	Threepence.
" Class 6			"	Twopence.
" Class 7			"	Three Halfpence.
For every Carriage in Class 8			"	Sixpence.

TABLE IV.—MAXIMUM CHARGES for SMALL PARCELS and SINGLE ARTICLES OF GREAT WEIGHT.

Small Packages :—		
For every Parcel not exceeding Seven Pounds in Weight	Threepence.	
" exceeding Seven Pounds, but not exceeding Fourteen Pounds in Weight	Fivepence.	
" exceeding Fourteen Pounds, but not exceeding Twenty-eight Pounds in Weight	Sevenpence.	
" exceeding Twenty-eight Pounds, but not exceeding Fifty-six Pounds in Weight	Ninepence.	
" exceeding Fifty-six Pounds, but not exceeding Five hundred Pounds in Weight, for the First Fifty-six Pounds	One Shilling	
And for every additional Fifty-six Pounds, or fractional Part of Fifty-six Pounds above the First Fifty-six Pounds	Sixpence.	

The Wolverhampton and Walsall Railway Act, 1865.

Single Articles of great Weight:—

For every Boiler, Cylinder, or single Piece of Machinery, Timber, or Stone, or other single Article :—

If weighing (inclusive of the Carriage) more than Four but not more than Eight Tons, Sixpence per Ton per mile.

If weighing (inclusive of the Carriage) more than Eight Tons such Sum as the Company think fit.

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