



CHAPTER clxxxii.

An Act to authorise the construction of Railways between A.D. 1872.
Walsall in Staffordshire and the Midland Railway in
Warwickshire, to be called "The Wolverhampton, Walsall,
and Midland Junction Railway." [6th August 1872.]

WHEREAS the construction of the railways herein-after mentioned, to connect the Wolverhampton and Walsall Railway with the Midland Railway and with the South Staffordshire Railway, would be attended with great local and public advantage, and the persons herein-after named, with others, are willing at their own expense to construct the said railways :

And whereas plans and sections showing the lines and levels of the railways, 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 railways, have been deposited with the respective clerks of the peace for the counties of Stafford and Warwick, and are herein-after referred to respectively as the deposited plans, sections, and books of reference :

And whereas it is expedient that the powers herein-after contained should be granted with respect to the use of the Wolverhampton and Walsall Railway, a portion of the South Staffordshire Railway, and a portion of the Midland Railway, and that power should also be granted to the Company hereby incorporated and to the Midland Railway Company to enter into the agreements herein-after mentioned :

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,)

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Short title.

Provisions
of general
Acts herein
named in-
corporated.

1. This Act may be cited for all purposes as "The Wolverhampton, Walsall, and Midland Junction Railway Act, 1872."

2. "The Companies Clauses Consolidation Act, 1845;"

Parts I. and III. of "The Companies Clauses Act, 1863," relating respectively to "cancellation and surrender of shares" and to "debenture stock;"

"The Lands Clauses Consolidation Acts, 1845, 1860, and 1869;"

"The Railways Clauses Consolidation Act, 1845," and (so far as applicable) Part I. of "The Railways Clauses Act, 1863," relating to "construction of a railway," and Part III., relating to "working agreements;"

are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpreta-
tion of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the Company" means the Company incorporated by this Act; the expressions "the railways" and "the undertaking" mean respectively the railways and undertaking by this Act authorised; and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially 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.

Company
incorporated.

4. Henry Allbutt, Mark Barker, William Sheldon Bellamy, Thomas Barker, Edwin Dixon, Edwin Wellington Simkin, Wilson Lloyd, Henry Loveridge, Frederick Charles Perry, Ralph Stanley Sadler, James Tildesley, and all other persons and corporations who have already subscribed or shall hereafter subscribe to the undertaking, and their executors, administrators, successors, and assigns respectively, shall be united into a Company for the purpose of making and maintaining the railways, and for other the purposes of this Act, and for those purposes shall be incorporated by the name of "The Wolverhampton, Walsall, and Midland Junction Railway Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act, and their undertaking shall be called "The Wolverhampton, Walsall, and Midland Junction Railway."

5. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railways herein-after described, with all proper stations, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose. A.D. 1872.
Power to make railways according to deposited plans.

The railways herein-before referred to and authorised by this Act are the following; (namely,)

(a.) Main line (No. 1):—

A railway, 12 miles 1 furlong 7·25 chains in length, commencing by a junction with the authorised line of the Wolverhampton and Walsall Railway in the parish of Walsall Foreign, otherwise Walsall, in the county of Stafford, and terminating by a junction with the Tame Valley Branch of the Midland Railway in the hamlet of Castle Bromwich in the parish of Aston-juxta-Birmingham in the county of Warwick, near the bridge which carries the said railway over the Fordrift from Park Hall to Park Lane:

(b.) Railway (No. 2), 3 furlongs 5·50 chains in length, commencing by a junction with the main line of railway (No. 1) in the parish of Rushall, and terminating in the same parish by a junction with the South Staffordshire Railway at the Cart Bridge level crossing over that railway:

(c.) Railway (No. 3), 5 furlongs 3·50 chains in length, commencing by a junction with the main line of railway No. 1, in the same parish of Rushall, and terminating in the said parish by a junction with the South Staffordshire Railway near the level crossing of the public highway known as North Street.

And for the purposes of the said railways they may stop up and divert the roads known respectively as Mill Lane, the Butts in the parish of Rushall, and Coles Lane in the parish of Sutton Coldfield.

6. The capital of the Company shall be two hundred and fifty thousand pounds in twenty-five thousand shares of ten pounds each. Capital.

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

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Calls.

8. One fifth of the amount of a share shall be the greatest amount of a call, and two months at least shall be the interval between successive calls, and three fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Power to borrow on mortgage.

9. The Company may from time to time borrow on mortgage any sum not exceeding in the whole eighty-three thousand three hundred pounds, but no part thereof shall be borrowed until the whole capital of two hundred and fifty thousand pounds is subscribed for, issued, and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of such capital has been subscribed for, issued, and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide, and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a receiver.

10. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than twenty thousand pounds in the whole.

Debenture stock.

11. The Company may create and issue debenture stock.

As to priority of debenture stock.

12. Notwithstanding anything in Part III. of "The Companies Clauses Act, 1863," contained, the interest of all debenture stock at any time created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

13. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied to the purposes of this Act only.

First ordinary meeting.

14. The first ordinary meeting of the Company shall be held within eight months after the passing of this Act, and the subsequent

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ordinary meetings of the Company shall be held in the months of February or March and of August or September in every year. A.D. 1872.

15. The quorum of general meetings of the Company shall be ten shareholders present in person or by proxy, holding in the aggregate not less than ten thousand pounds in the capital of the Company. Quorum of general meetings.

16. The number of directors shall be seven, but the Company may from time to time reduce the number, provided that the number be not less than five. Number of directors.

17. The qualification of a director shall be the possession in his own right of not less than fifty shares. Qualification of directors.

18. The quorum of a meeting of directors shall be four until their number is reduced to five, and three when their number is so reduced. Quorum.

19. Henry Allbutt, Thomas Barker, Edwin Dixon, Edwin Wellington Simkin, Wilson Lloyd, Frederick Charles Perry, and James Tildesley shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions in "The Companies Clauses Consolidation Act, 1845," 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 same Act. First directors.
Election of directors.

20. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed five acres. Lands for extraordinary purposes.

21. 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. Powers for compulsory purchases limited.

22. In altering for the purposes of this Act the road numbered on the deposited plans 42 in the parish of Aldridge, the Company Regulating inclinations of certain roads.

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A.D. 1872. may make the same of any inclination not steeper than 1 in twelve on the one side, and 1 in fourteen on the other side.

For protection of roads belonging to Walsall Improvement Commissioners, and of the London and North-western Railway.

23. With respect to the proposed bridges for carrying Mill Lane, otherwise Old Butts Lane, or the intended diversion thereof, over Railway No. 3, and over the South Staffordshire Railway of the London and North-western Railway Company, and to the proposed diversion of the road numbered 4 on the deposited plans in the parish of Rushall, the following provisions shall apply :

(a.) The proposed bridges and approaches thereto, and the proposed substituted road, shall be of one uniform width of 30 feet between the fences thereof :

(b.) The Company shall form and kerb a proper and convenient footway, of the width of 6 feet, with paved gutter 20 inches wide, on each side of the said substituted road, and of the said bridges and approaches :

(c.) There shall be a separate bridge over the South Staffordshire Railway :

(d.) The Railway No. 3 hereby authorised shall not be opened for public traffic unless and until the said substituted road and the said bridges and approaches shall have been completed to the respective reasonable satisfaction of the Walsall Improvement Commissioners and of the principal engineer of the London and North-western Railway Company :

(e.) After the said substituted road and the said bridges and approaches shall have been so completed, the same, together with all necessary works connected therewith, shall at all times be maintained by and at the expense of the Company :

(f.) In carrying the railway across the public road from Walsall to Lichfield, the Company shall not interfere with the supply of gas through the gas pipes or mains of the said Commissioners, and any alteration in the position of or other interference with the said pipes or mains rendered necessary by the works of the Company shall be done by the said Commissioners at the request in writing of the said Company, and the said Company shall pay to the said Commissioners the costs and expenses incurred in the said alteration and works, and the amount thereof shall be recoverable from the said Company as if the same were a debt owing from the said Company to the said Commissioners :

(g.) Any difference which may arise between the Commissioners and the London and North-western Railway Company and the Company concerning any matter contained in this enactment shall be settled by an arbitrator to be nominated by the said

parties, or if they cannot agree upon an arbitrator, then by an arbitrator to be nominated by the Board of Trade on the application of any party in difference; and the provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration shall apply to such arbitration.

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24. Nothing in this Act contained shall extend to restrict, alter, or prejudice any of the rights, privileges, easements, and authorities now used or exercised by the said Commissioners, whether under the authority of Parliament or otherwise, or now vested in the said Commissioners, but all such rights, privileges, easements, and authorities respectively shall be had, exercised, and enjoyed as if this Act had not passed.

Saving rights
of Com-
missioners.

25. And whereas certain of the works by this Act authorised will cross or otherwise interfere with mains and pipes of the South Staffordshire Waterworks Company (who are herein-after referred to as the Waterworks Company), where the said mains and pipes have been laid down and constructed in and under lands forming part of the South Staffordshire Railway of the London and North-western Railway Company, under powers, conditions, and restrictions contained in the Act or Acts relating to the Waterworks Company, and under an agreement made between them and the South Staffordshire Railway Company and John Robinson McClean, Esquire, the lessee of the last-named company:

For the pro-
tection of
the South
Staffordshire
Waterworks
Company.

Be it therefore enacted as follows:—

(a.) Where any of the works by this Act authorised cross or otherwise interfere with any of the mains and pipes of the South Staffordshire Waterworks Company, the Company shall make and for ever afterwards maintain a culvert or subway of sufficient length and dimensions to protect such mains and pipes from injury, and to enable the Waterworks Company and their officers and servants to have free access thereto at all times for the purpose of repair and replacement; and where it shall be necessary to move any of the said mains or pipes, the same shall be done by the Waterworks Company at the expense of the Company:

(b.) The Company shall not at any time interfere with any of the said mains and pipes where the same are laid on the lands of the South Staffordshire Railway Company, or with the said lands, or to execute any work whatsoever under, over, or adjoining the same, until after the Company shall have delivered to the Waterworks Company and the London and North-western Railway Company respectively plans and draw-

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ings of so much of the works as will affect the before-mentioned mains and pipes, with specifications in writing describing the proposed manner of executing the same works, and shall have obtained from the principal engineer of the said Waterworks Company and Railway Company respectively certificates under their hands approving of such plans, specifications, and proposed manner of executing the said works; and the same shall be executed accordingly, under the superintendence and to the reasonable satisfaction of such principal engineers, and in no other manner, without the consent in writing of the said Waterworks Company and Railway Company, under their respective common seals: Provided that the said engineers respectively shall, within twenty-one days next after the delivery of such plans and specifications, signify their approval or disapproval thereof, and if disapproved the matter in question shall in such case be referred to and settled by arbitration in manner herein-after mentioned, and that if such respective engineers shall not within thirty days next after the delivery of such plans and specifications signify their approval or disapproval thereof in writing as herein-before required they shall be deemed to have approved thereof, and the Company may thereupon proceed with the works in the same way as if they had obtained the certificate or certificates of approval:

- (c.) If any interruption in the supply of water by the Waterworks Company shall be in any way occasioned by the Company, or by the acts of any of their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, the Company shall forfeit and pay to the Waterworks Company, for the benefit of the Waterworks Company, the sum of ten pounds for every hour during which such interruption shall continue, and shall save harmless the Waterworks Company from all damages and costs sustained and paid by the Waterworks Company in respect of any interruption occasioned by the Company in the supply of water, such sum, damages, and costs to be recovered by the Waterworks Company in any court of competent jurisdiction:
- (d.) The expense of all repairs or renewals of the said mains or pipes, or any works in connexion therewith, which may at any time hereafter be rendered necessary by the acts or defaults of the Company, their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, shall be borne and paid by the Company, and may be recovered

against them by the Waterworks Company in any court of competent jurisdiction: A.D. 1872.

(e.) With respect to any lands belonging to the Waterworks Company, or in or over which they have an easement, the Company shall not purchase and take the same lands, but they may, subject to the restrictions and conditions in this Act contained, purchase and acquire, and the Waterworks Company shall, so far as in them lies, sell and convey, a right to use any of such lands so far as may be necessary in the construction and maintenance of any of the works by this Act authorised:

(f.) Any dispute which may from time to time arise between the Company on the one hand, and the Waterworks Company and Railway Company, or either of them, on the other hand, with reference to any of the matters contained in this enactment, shall be referred to an engineer to be nominated by the common consent of the parties in difference, or if they cannot agree upon a referee, then to be nominated by the Board of Trade on the application of either party; and the provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration shall, so far as they are applicable, apply to such arbitration:

(g.) Except as herein expressly provided, nothing herein contained shall extend or be construed to extend to prejudice, diminish, alter, or take away any of the rights, powers, hereditaments, or authorities of or belonging to or vested in the Waterworks Company.

26. For the protection of Sutton Coldfield Park be it enacted as follows:

For protection of Sutton Coldfield Park.

(1.) The Company shall carry the road numbered on the deposited plans 13, in the parish of Shenstone, over the Railway No. 1, by means of a bridge not less than 35 feet wide, and the level of the said road when altered shall not be more than 8 feet above the present level thereof, and the said road when altered shall on the west side thereof be level, and the inclination on the east side thereof shall not be steeper than 1 in 30:

(2.) Subject to the provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," contained, in reference to the crossing of roads on the level, the Company may, in the construction of the Railway No. 1, carry the same with a single line of railway only, whilst the railway shall consist of a single line, and afterwards with a double line of railway only, across and on the level of the road numbered on the deposited plans 16, in the parish of Shenstone:

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- (3.) The Company shall form and maintain in the field in the parish of Shenstone numbered 10 on the deposited plans a second-class station, at which ordinary trains shall be stopped for the convenience of passengers going from or arriving at such station :
- (4.) The Company shall construct that portion of the Railway No. 1 which lies between the sixth mile and first furlong and the seventh mile and first furlong marked on the deposited plans in a line within the limits of deviation delineated on the deposited plans to be chosen by the warden and society of the royal town of Sutton Coldfield: Provided that if the Company be of opinion that it would be impracticable to construct and work the railway in the line chosen by the said warden and society, the Company and the said warden and society shall mutually appoint a civil engineer as referee, who shall decide in what line, as near as may be to that chosen by the said warden and society, the railway shall be constructed; and in the event of the parties failing to agree as to the appointment of a referee, one shall be appointed by the Board of Trade on the application of either party :
- (5.) The said warden and society may at any time, at their expense, plant and cultivate shrubs on the embankments of the railway within the park of Sutton Coldfield: Provided always, that the cultivation of such shrubs shall not interfere with the working of the railway :
- (6.) The Company shall, in the construction of Railway No. 1, form within the parish of Sutton Coldfield, for the purpose of affording communication between the portion of the said park severed by the construction of the said railway the following works: (1) two bridges, which shall be respectively not less than 35 feet wide and 16 feet high; (2) three other bridges; (3) three cattle arches and a footway arch, each to be respectively of such dimensions as shall be fixed by Jeremiah Matthews, of Birmingham, land agent; and in the event of the said Jeremiah Matthews dying, refusing to act, or otherwise becoming incapable to act, there shall be appointed in his stead such other person as shall be agreed upon by the Company and the said warden and society, or, in default of agreement, to be appointed by the Board of Trade on the application of either party: Provided always, that all such bridges and arches and the said footway shall be formed according to such designs, and of such materials, and at such places, and shall cross the railway at such angles, in no case less than forty-five

degrees, and with approaches of such gradients, in no case steeper than one in thirty, as may, before the commencement of the said works, be approved in writing by the said warden and society.

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27. Nothing in this Act contained shall authorise the Company, otherwise than by agreement, to enter upon, take, or use any of the lands numbered on the deposited plans and in the deposited books of reference 167, 167A, 167B, and 168, in the parish of Sutton Coldfield, without the consent in writing of the Sutton Coldfield Gaslight and Coke Company (Limited), or other the owner for the time being of such lands.

For protection of the Sutton Coldfield Gas Company.

28. Where the railway passes through the lands of James Horsfall, in the parish of Sutton Coldfield, numbered on the deposited plans from 211 to 236, both inclusive, the Company shall, simultaneously with the construction of their railway, construct and for ever after maintain, on and for the accommodation of the said lands, two bridges over the said railway, at such places as the said James Horsfall shall select; and if within the space of twenty years from the passing of this Act the said James Horsfall shall require another bridge over the said railway for the accommodation of the said lands, the Company shall in like manner construct such other bridge at such other place on the said lands as the said James Horsfall shall select, each of the said bridges to be thirty-five feet wide between the parapets thereof and sixteen feet high in the centre of the arch. The Company shall also construct a station on the said lands at the corner of the Penns' Lane, of a character similar to the present Gravelly Hill Station on the Birmingham and Sutton Coldfield Railway.

For protection of the lands of James Horsfall, Esq.

29. Where the said railway passes through the lands of John Samuel Jerome, in the parish of Sutton Coldfield, numbered from 176 to 186, and 188 and 189 on the deposited plans, the Company shall, simultaneously with the construction of the railway, construct and for ever after maintain, on and for the accommodation of the said lands, a bridge over the said railway thirty-five feet wide between the parapets thereof and sixteen feet high in the centre of the arch, at such place as the said John Samuel Jerome shall select.

For protection of the lands of John Samuel Jerome, Esq.

30. Notwithstanding anything contained in the deposited sections, the bridges over the roads numbered respectively 161 and 175 in the parish of Sutton Coldfield on the deposited plans, shall be constructed with a span of twenty-eight feet instead of twenty-five feet as shown on the said sections.

Providing for bridge at Sutton Coldfield.

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Company to
construct
bridge over
the Bir-
mingham
Canal in
manner pre-
scribed by
the engineer
of canal
company.

31. And whereas the railway hereby authorised and described as the Railway No. 1 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 canal company), in the respective places and in manner herein-after mentioned; (that is to say,) by means of a bridge over a canal called "The Birmingham and Fazeley Canal," in the parish of Curdworth, in the county of Warwick, and by means of an archway or tunnel under a canal called "The Daw End Branch Canal," at a point near to a place called Blue Holes, in the parish of Rushall in the county of Stafford, as respectively shown upon the deposited plans: 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 canal company, a good and substantial bridge over the said Birmingham and Fazeley Canal, and the towing-path, banks, and other works thereof, at the points where the said railway, subject to the prescribed powers of deviation, is intended to be carried over the same canal as shown upon the deposited plans; and the clear opening or span of the arch of such bridge between the walls or abutments thereof shall be of such width on the square as shall be equal to and sufficient to clear and leave unobstructed at the point of crossing the whole navigable waterway of the canal, and a space of not less than eight feet wide on one side thereof for a towing-path; and such bridge shall have close fences not less than five feet high above the level of the rails, and the 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, and the underside of the middle of the arch or girder shall not be less than ten feet above the top-water level of the said canal, and the extreme width of such bridge shall not exceed thirty feet.

Company to
construct
aqueduct.

32. The Company shall, in carrying the said railway under the said canal called "The Daw End Branch Canal," at their own expense, construct in a proper manner, and to the reasonable satisfaction of the engineer for the time being of the Canal Company, a good and substantial aqueduct for the passage through the same of the said canal; and such aqueduct shall be of such width and depth as will admit of the waterway throughout the whole length of the aqueduct being of the width of not less than sixteen feet in the clear at the top, and of the depth across the whole width thereof of not less than five feet six inches in the centre and five feet at the sides, and to allow a clear space of not less than eight feet wide on the westward side of the said aqueduct for a towing-path.

33. Before any stoppage of the navigation of the said canal called "The Daw End Branch Canal" shall be made for the 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 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 so soon as such aqueduct shall be completed or (as the case may be) effectually repaired shall restore the course of the said canal.

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Company to
make a
temporary
canal.

34. The Company shall, at their own expense, at all times for ever after the said bridge and the aforesaid archway or tunnel and aqueduct shall have been completed, keep the same, and all future bridges, archways, tunnels, and aqueducts to be erected or made respectively in lieu thereof (and which shall be at the same respective places, in the like respective directions, and of the like dimensions and capacity as are herein-before severally mentioned), together with all works belonging to or connected therewith respectively, in good and complete repair to the reasonable satisfaction of the engineer for the time being of the canal company; and in case of any want of repair to such bridges, archways, tunnels, and 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 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 to proceed therein with all reasonable expedition as aforesaid, it

Company to
keep bridges,
&c. in repair.

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shall be lawful for the canal company to make all such repairs to any such bridges, archways, tunnels, aqueducts, or works, and to raise or rebuild or reconstruct the same, or such part thereof respectively as shall be necessary, and in such manner as they may think proper; and all the expenses thereof shall be repaid by the Company to the 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 or Warwick shall, on application by the canal company or their clerk, or any other person authorised 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 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 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 any such bridges, archways, tunnels, or aqueducts, and at all future times during any repairs, raising, rebuilding or reconstruction thereof, the engineer for the time being of the 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
navigation of
Birmingham
canals.

35. Except as herein specially provided, it shall not be lawful for the Company or any person in execution of this Act to alter the course of the canals of the canal company, 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 to take or interfere with the said canals, or any of them, or any of the lands of the canal company, without the consent of that company.

In case of
obstruction
to navigation
Railway
Company
liable to

36. If by or by reason or in execution of any of the works by this Act authorised, or by reason of the mode of construction or of the bad state of repair of any such bridges, archways, tunnels, or aqueducts as aforesaid, or any of the slopes, banks, or works of the

said railways, or either of them, near the said canals or any of them, or of any other works by this Act authorised to be constructed, or by any act or omission of the Company, or any of their agents or servants, it shall happen that the said 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 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 canal company may sue for and recover the same, together with full costs of suit against the Company, in any of the superior courts.

A.D. 1872.
damages for
same.

37. Provided always, that nothing herein contained shall extend to prevent the 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 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

38. Except as herein specially provided, nothing herein contained shall authorise or empower the Company to take away or lessen any springs, brooks, streams, feeders, drains, waters, or water-courses which now are or heretofore have been taken for the use of the canal navigations, or which the 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 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 canal navigations, or any of them.

The springs,
&c. of the
canal com-
pany to be
preserved.

39. And whereas under and by virtue of the Acts relating to the canals belonging to the canal company, or some of them, certain powers are reserved to the owners of mines, works, and lands adjoin-

Company not
to obstruct
the forma-
tion of

[Ch. clxxxii.] *The Wolverhampton, Walsall, and* [35 & 36 VICT.]
Midland Junction Railway Act, 1872.

A.D. 1872.
branches
communi-
cating with
the Birming-
ham canals.

ing to the said canals, or some of them, or for the 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 railways by this Act authorised, or one of them, 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 railways, or one of them: 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 facilities for the formation thereof where necessary, either over or under or by the side of the said railways or 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, tramways, or road as aforesaid, or between the Company and the canal company, either as to the mode of carrying the same over, under, or by the side of the said railways or railway, or as to the place where the same should be so carried, or as to the facilities to be afforded by the Company for the purposes thereof, or as to the proportion of the costs (if any) of making and maintaining the same to be borne by the Company, or as to the use thereof at any time thereafter by the owners, lessees, or other persons in the occupation thereof, such difference shall be settled by arbitration under "The Railways Clauses Consolidation Act, 1845," but so that no arbitrator or umpire under any such arbitration shall have authority to award or order any work the formation whereof may interfere with the free passage along the railway.

Communica-
tion between
the canals
and certain
lands not to
be ob-
structed.

40. And whereas the said railways, or one of them, 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 railways or 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 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." A.D. 1872.

41. And whereas the Railway No. 1 is shown on the deposited plans as intended to pass through lands in the parish of Rushall, numbered on those plans 56, 58, 59, 60, 61, 62, 63, 64, 65, 66, and 67, and belonging or claimed to belong to the canal company, and acquired by that company along with other lands contiguous and near thereto, for the purpose of constructing a reservoir for the store and supply of water for their canals: Therefore the Company shall so construct their railway through the said lands at that place that the land to be taken by the Company for the construction of their railway and works through the said lands, together with the severed portion of those lands on the north side of the railway, shall not exceed five acres in the whole. Restricting interference with certain property of the canal company.

42. 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 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 interfere with the rights, &c. of the canal company.

43. The Company shall carry the Railway No. 1 over the South Staffordshire and Cannock and Rugeley railways of the London and North-western Railway Company, at the proposed crossings thereof, and shall carry Mill Lane, otherwise Old Butts Lane, or the intended diversion thereof, over the said South Staffordshire Railway, according to plans to be reasonably approved by and to be executed under the superintendence and to the satisfaction of the principal engineer of that company, and in all things at the expense of the Company; and such railway and road diversion, and their respective works, shall be so carried over and executed by and in such means and manner only as not to interfere with the free, uninterrupted, and safe user of such railways of that company, or the working of the traffic thereon, and such railway shall be so carried over the said South Staffordshire and Cannock and Rugeley railways respectively, and such road diversion over the said South Staffordshire Railway, by means of a girder bridge with one clear span of not less than forty-eight feet measured on the square, and with a clear headway of not less than fourteen feet for the entire width of such bridge, and so as to make provision for the widening of such last-mentioned railways at each such crossing for not exceeding two additional lines of rails. As to works crossing lines of London and North-western Railway Company.

44. The Company shall at all times maintain the last-mentioned bridges, arches, and other works in substantial repair and good Maintenance of such works.

[Ch. clxxxii.] *The Wolverhampton, Walsall, and [35 & 36 VICT.]
Midland Junction Railway Act, 1872.*

A.D. 1872: order to the reasonable satisfaction in all respects of the principal engineer of the London and North-western Railway Company; and if and whenever the Company fail so to do, that 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 that company may reasonably think requisite in that behalf; and the sum from time to time certified by such engineer to be the reasonable amount of such expenditure shall be repaid to that company by the Company, and in default of payment may be recovered by them from the Company, with full costs, in any court of competent jurisdiction.

Interference with lands of London and North-western Railway Company.

45. The Company shall not in any case, without the previous consent in writing of the London and North-western Railway Company under their common seal, take, use, enter upon, or interfere with the railways, works, lands, or property at any time belonging to, or in the possession, or under the power of that company, except only such part or parts thereof respectively as it shall be necessary for the Company to take, use, enter upon, or interfere with for making and maintaining the junctions with the South Staffordshire Railway and other works by this Act authorised.

To acquire easements only in such lands.

46. With respect to any such last-mentioned railways, works, lands, or property which the Company are by this Act authorised to take, use, enter upon, or interfere with, they shall not purchase and take the same, but they 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.

Arbitration.

47. If any difference shall arise between the respective engineers of the Company and of the London and North-western Railway Company as to the reasonableness of such plans, such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers, or, failing agreement, to be appointed by the Board of Trade on the application of either of such companies.

Saving rights of London and North-western Railway Company. Provisions as to junction with Midland Railway.

48. Nothing in this Act contained shall extend to prejudice, 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.

49. The junction of Railway No. 1 with the Midland Railway shall be effected subject to and in accordance with the following provisions, and not otherwise; (that is to say,)

(1.) The junction shall be effected at such a point within the limits of deviation delineated on the deposited plans, and in

all respects in such manner as shall previously have been approved of by the engineer for the time being to the Midland Railway Company; and the junction and the works connected therewith, including so much of Railway No. 1 as may be situated within or upon the property of that company, shall be executed by them, and the cost thereof shall, upon demand, be repaid to them by the Company, and in default thereof may be recovered in any court of competent jurisdiction:

If any difference of opinion shall arise between the two companies as to the mode of giving effect to this sub-section, the same shall be determined by a referee to be appointed by the Board of Trade on the application of either of the two companies, at the cost of the Company:

(2.) The Company shall not, except by agreement, use, enter upon, or interfere with, or acquire any right, title, or interest to or in any lands belonging to the Midland Railway Company, except such as may be required for the purposes of constructing Railway No. 1 and effecting the said junction, nor shall the Company, with respect to such lands of the Midland Railway Company as may be so required, purchase and take the same, but the Company may purchase and take, and the Midland Railway Company may and shall sell and grant accordingly, an easement or right of using the same for the purposes of the said Railway No. 1 and junction:

(3.) The Midland Railway Company may from time to time erect such signals and conveniences incident to the junction either on their own lands or on the lands of the Company, and may from time to time appoint and remove such watchmen, switchmen, or other persons as may be necessary for the prevention of danger to or interference with the traffic at and near the junction. The working and management of such signals and conveniences, wherever situate, shall be under the exclusive regulation of the Midland Railway Company, and all the expenses of erecting and maintaining those signals and conveniences, and of employing those watchmen, switchmen, and other persons, and all incidental current expenses incurred by the Midland Railway Company, shall, at the end of every half year, be repaid by the Company, and in default thereof may be recovered from the Company in any court of competent jurisdiction.

50. In constructing the railway at and near to the spot where it is intended to cross over the Birmingham and Lichfield Junction Railway, the Company shall raise the level of their railway as

Providing
for crossing
of Birmingham
and

[Ch. clxxxii.] *The Wolverhampton, Walsall, and* [35 & 36 VICT.]
Midland Junction Railway Act, 1872.

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Lichfield
Junction
Railway.

shown on the deposited sections to the extent of not less than two feet, for the purpose of enabling the railway to be carried over the line of the Birmingham and Lichfield Junction Railway by a bridge with a clear headway of not less than fourteen feet: Provided, that the Birmingham and Lichfield Junction Railway Company, in constructing their railway at and near the same spot, shall lower the level of their railway as shown on their deposited sections to a like extent for the same purpose.

Notice to be
given of
taking houses
of labouring
classes.

51. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

Deposit
money not
to be repaid
until line
opened, or
half the
capital paid
up and ex-
pended.

52. Whereas, pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth and tenth years of Her present Majesty, chapter twenty, a sum of thirteen thousand four hundred and eighty pounds new three pounds per centum Bank annuities, being equal in value to five per centum upon the amount of the estimate in respect of the railways authorised by this Act, has been deposited with the Court of Chancery in England in respect of the application to Parliament for this Act: Be it enacted, that, notwithstanding anything contained in the said recited Act, the said sum so deposited as aforesaid in respect of the application for this Act shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, unless the Company shall, previously to the expiration of the period limited by this Act for completion of the railways, either open the same for the public conveyance of passengers, or prove to the satisfaction of the Board of Trade that the Company have paid up one half of the amount of the capital by this Act authorised 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 railways for the public conveyance of passengers, or have given such proof as aforesaid to the satisfaction of the Board of Trade, the said sum of money deposited as aforesaid shall be applied in the manner herein-after

A.D. 1872.

specified; and the certificate of the Board of Trade that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, 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.

Application
of deposit.

53. The said sum of money deposited as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railways or any of them, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as the Court of Chancery in England may deem fit; and if no such compensation shall be payable, or if a portion of the said sum of money shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum of money, or such portion thereof as may not be required as aforesaid, 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: Provided that until the said sum of money shall have been repaid to the depositors, or shall have become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the person or persons or the majority of the persons named in such warrant or order as aforesaid, or the survivors or survivor of them.

Period for
completion
of railways.

54. The railways shall be completed within five years from the passing of this Act, and if the railways shall not be completed within that period, then on the expiration thereof the powers by this Act granted to the Company for making and completing the railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Tolls.

55. The Company may demand and take in respect of the use of the railways any tolls not exceeding the following; (that is to say,)

In respect of passengers and animals conveyed upon the railways, or any part thereof, as follows:

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A.D. 1872.

For passen-
gers.

For every person, twopence per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum of one penny per mile:

For animals.

Class 1. For every horse, mule, or other beast of draught or burden, twopence per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum of one penny per mile:

Class 2. For every ox, cow, bull, or neat cattle, one penny per head per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum of one penny per mile:

Class 3. For every calf, pig, sheep, lamb, or other small animal, one halfpenny each per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum of one farthing per mile.

For goods.

In respect of goods conveyed on the railways or any part thereof:

Class 4. For all dung, compost, and all sorts of manure, and all undressed materials for the repair of public roads or highways, coal, coke, culm, cannel, ironstone, iron ore, limestone, stones for building, pitching, and paving, tiles, slates, and clay (except fireclay), and for wrought iron not otherwise specifically classed herein, and for heavy iron castings, including railway chairs, per ton per mile five farthings; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one halfpenny:

Class 5. For all pig iron, rod iron, sheet iron, hoop iron, plates of iron, slabs, billets, and rolled iron, wrought iron, charcoal, chalk, lime, bricks, salt, sand, fireclay, cinders, slag, and stone, per ton per mile three halfpence; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one halfpenny:

Class 6. For all sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, deal, and metals (except iron), nails, anvils, vices, and chains, and for light iron castings, per ton per mile twopence; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one penny:

Class 7. For cotton and other wools, drugs, and manufactured goods, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile twopence halfpenny; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one penny:

A.D. 1872.

For every carriage, of whatever description, (not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton,) conveyed on a truck or platform belonging to the Company, threepence per mile; and a like sum of one penny halfpenny per mile for every additional quarter of a ton, or fractional part of a quarter of a ton, which any such carriage may weigh.

56. The toll which the Company may demand for the use of engines for propelling carriages on the railways shall not exceed one penny per mile for each passenger or animal, or for each ton of goods, in addition to the several other tolls or sums by this Act authorised to be taken.

Tolls for propelling power.

57. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act; (that is to say,)

Regulations as to tolls.

For all passengers, animals, or goods conveyed on the railways for a less distance than four miles, the Company may demand tolls and charges as for four miles :

For a fraction of a mile beyond four miles, or beyond any greater number of miles, the Company may demand tolls and charges on animals and goods for such fraction in proportion to the numbers of quarters of a mile contained therein, and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile; and in respect of passengers, every fraction of a mile beyond an integral number of miles shall be deemed a mile :

For a fraction of a ton the Company may demand tolls 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 :

General 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 weight, and so in proportion for any smaller quantity.

Weight of stone and timber.

58. With respect to small parcels not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding the rates prescribed by this Act, the Company may demand and take any tolls not exceeding the following; (that is to say,)

Tolls for small parcels and single articles of great weight.

For the carriage of small parcels on the railways, or any part thereof, as follows :

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For any parcel not exceeding seven pounds in weight, three-pence :

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

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

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

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

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 single articles of great weight, as follows :

For 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 four tons but shall not exceed eight tons, the Company may demand such sum as they think fit, not exceeding sixpence per ton per mile :

For the carriage of any single piece of timber, stone, machinery, or other single article, the weight of which, with the carriage, shall exceed eight tons, the Company may demand such sum as they think fit.

Maximum
rates for
passengers.

59. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railways, including the tolls for the use of the railways, and for carriages and locomotive power, and every other expense incidental to such conveyance, shall not exceed the following ; (that is to say,)

For every passenger conveyed in a first-class carriage, the sum of twopence per mile :

For every passenger conveyed in a second-class carriage, the sum of one penny halfpenny per mile :

For every passenger conveyed in a third-class carriage, the sum of one penny per mile.

Maximum
rates for
animals and
goods.

60. The maximum rate of charge to be made by the Company for the conveyance of animals and goods on the railways, including the tolls for the use of the railways, and for waggons or trucks and locomotive power, and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading

goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the business or duty of a carrier, where any such service is performed by the Company), shall not exceed the following sums; (that is to say,) A.D. 1872.

- For every animal in class 1, threepence per mile :
 - For every animal in class 2, twopence per mile :
 - For every animal in class 3, one penny per mile :
 - For everything in class 4, one penny and one-eighth of a penny per ton per mile :
 - For everything in class 5, twopence halfpenny per ton per mile :
 - For everything in class 6, twopence halfpenny per ton per mile :
 - For everything in class 7, threepence per ton per mile :
- And for every carriage, of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried on a truck or platform, per mile fourpence, and for every quarter of a ton beyond one ton one halfpenny.

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

62. No station shall be considered a terminal station in regard to any goods conveyed on the railways unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat to the consignee. Terminal station.

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

64. Nothing in this Act shall prevent the Company from taking any increased charges, over and above the charges by this Act limited, for the conveyance of animals or goods of any description, by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains. Company may take increased charges by agreement.

[Ch. clxxxii.] *The Wolverhampton, Walsall, and* [35 & 36 VICT.]
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A.D. 1872.

Power to
use other
under-
takings.

65. The Company, and all companies and persons lawfully working or using their railways, may run over, work, and use, with their clerks, officers, and servants, and their engines and carriages, and for the purposes of their traffic, the railway and portion of railway following; (that is to say,)

The Wolverhampton and Walsall Railway;

So much of the South Staffordshire Railway as lies between the point of junction therewith of Railway No. 3 and the Walsall Station of the South Staffordshire Railway, together with the use of the same station;

So much of the Midland Railway as lies between the junction therewith of the Railway No. 1 and the Nether Whitacre Station on the main line of the Midland Railway;

together with all stations, booking offices, warehouses, watering-places, sidings, works, and conveniences connected with the said portions of railway respectively.

Terms of
such use.

66. The terms, conditions, and regulations to which the Company and such other companies and persons as aforesaid shall be subject in respect of the said use, and the tolls or other consideration to be paid by them for the same, shall, if not agreed upon between them and the companies owning or working the said respective railways, be from time to time determined by an arbitrator to be appointed by the Board of Trade on the application of either party; and the decisions of any such arbitrator shall be binding and conclusive on all the parties in difference, and the costs and expenses of such arbitrator shall be defrayed as the arbitrator shall direct; and any of the said companies, or such other persons or companies as aforesaid, who shall refuse or neglect to perform, observe, and conform to any decision given or regulation made by any such arbitrator in the premises shall forfeit and pay to such person or company as the arbitrator shall determine any sum not exceeding fifty pounds for every such offence, and twenty pounds for every day during which such offence continue; and in case the London and North-western Railway Company shall find that there is not sufficient room at the Walsall Station for the said use thereof, then that company, failing agreement with the Company, may, if and when they think necessary, apply to such arbitrator to and he shall determine and specify what additional extension or enlargement (if any) of that station is required in consequence of such use; and the effecting any such extension or enlargement, including the obtaining of all necessary powers in that behalf, shall be done by the London and North-western Company, but at the cost of the Company.

[35 & 36 VICT.] *The Wolverhampton, Walsall, and* [Ch. clxxxii.]
Midland Junction Railway Act, 1872.

67. In using or traversing the said railways and stations, and in using the works, buildings, and conveniences thereof respectively, in accordance with the provisions herein-before mentioned, the regulations and byelaws for the time being in force on the undertaking so used, so far as such byelaws are applicable, shall at all times be observed. A.D. 1872.
Byelaws to be observed.

68. Subject to the provisions of Part 3. of the "Railways Clauses Act, 1863," the Company and the Midland Railway Company may enter into working agreements with respect to the following matters, or any of them; namely, As to working agreement with Midland Railway Company.

The working, use, management, construction, and maintenance of the railways and works or any part or parts thereof respectively :

The supply of rolling stock and machinery, and of officers and servants, for the conduct of the traffic of the intended railways :

The payments to be made and the conditions to be performed with respect to such working, use, management, construction, and maintenance :

The interchange, accommodation, and conveyance of traffic coming from or destined for the respective undertakings of the contracting companies, and the division and appropriation of the revenue arising from that traffic.

69. During the continuance of any agreement to be entered into under the provisions of this Act for the use of the railway by the Midland Railway Company, the railways of the Company and of the Midland Railway Company shall, for the purposes of tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway and partly on the railway of the Midland Company for a less distance than four miles, tolls and charges may only be charged as for four miles; and in respect of passengers, for every mile or fraction of a mile beyond four miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond four miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railway and partly on the railway of the Midland Railway Company. Tolls on traffic conveyed partly on the railway and partly on the railway of the Midland Railway Company.

70. The Company shall not, out of any money by this Act authorised to be raised by calls, debenture stock, or by borrowing, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided always, Interest not to be paid on calls paid up.

[Ch. clxxxii.] *The Wolverhampton, Walsall, and* [35 & 36 VICT.]
Midland Junction Railway Act, 1872.

A.D. 1872. — that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

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

Railways not
exempt from
provisions of
present and
future
general
Railway
Acts.

72. Nothing herein contained shall be deemed or construed to exempt the railways 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 or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by this Act.

Expenses of
Act.

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