



ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

Cap. cxxxiii.

An Act to authorize an Alteration of the Line of the *Oxford, Worcester, and Wolverhampton* Railway; and for other Purposes.

[14th August 1848.]

WHEREAS an Act was passed in the Session of Parliament held in the Eighth and Ninth Years of the Reign of Her present Majesty, intituled *An Act for making a Railway from Oxford to Worcester and Wolverhampton*: And whereas another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act to authorize certain Extensions of the Line of the Oxford, Worcester, and Wolverhampton Railway, and to amend the Act relating thereto*: And whereas it is expedient that Part of the Line of Railway authorized by the first-recited Act in the Parish of *Wolverhampton* in the County of *Stafford* should be altered, and that the Station to be made at *Wolverhampton* aforesaid in connexion with the said altered Line of Railway should be constructed at the joint Expense of the *Oxford, Worcester, and Wolverhampton*, and of the *Birmingham, Wolverhampton, and Dudley*, and *Shrewsbury and Birmingham* Railway Companies:

[Local.] 20 B And

8 & 9 Vict. c. 184.
9 & 10 Vict. c. 278.

Powers of
recited Acts
extended to
this Act.

And whereas the Objects aforesaid cannot be carried into full and complete Effect without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Provisions contained in the said recited Act, so far as the same are now unrepealed and in force, and except such as are inapplicable to the Purposes of this Act, or are inconsistent with the Provisions thereof, or of the Lands Clauses Consolidation Act, 1845, or of the Railways Clauses Consolidation Act, 1845, as extended to this Act, shall extend to this Act and to the several Objects and Purposes thereof as fully and effectually as if the same Provisions were re-enacted in this Act with reference to such Objects and Purposes.

Provisions of
8 & 9 Vict.
cc. 18. 20.
extended
to this Act.

II. And be it enacted, That the Provisions of the said Lands Clauses Consolidation Act and of the said Railways Clauses Consolidation Act shall respectively, so far as the same are applicable and are not inconsistent with the Provisions herein-after contained, be incorporated with and form Part of this Act.

Short Title.

III. And be it enacted, That in citing this Act in other Acts of Parliament, and in Pleadings, or in legal Instruments, it shall be sufficient to use the Expression "The *Oxford, Worcester, and Wolverhampton* Railway (Deviation) Act, 1848."

Power to
alter Line of
Railway.

IV. And be it enacted, That it shall be lawful for the *Oxford, Worcester, and Wolverhampton* Railway Company to alter the Line of the *Oxford, Worcester, and Wolverhampton* Railway as authorized to be made by the firstly-recited Act, and to construct the new Line of Railway next herein-after mentioned; that is to say, a Railway commencing at or near a certain Piece of Land numbered 49, in the Township and Parish of *Wolverhampton* in the County of *Stafford*, on the Plans of the said Railway referred to in the said firstly-recited Act deposited with the Clerk of the Peace for the County of *Stafford*, and terminating by a Junction with the Line of the *London and North-western* Railway at or near the Mile Post thereon indicating the Distance of One hundred and twenty-eight Miles from *London* in the Township and Parish of *Bushbury* in the said last-mentioned County.

New Portion
of Railway,
&c. to be
made accord-
ing to de-
posited Plans.

V. And whereas Plans and Sections of the said new Line of Railway showing the Line and Levels thereof, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or the reputed Owners, Lessees, and Occupiers of the Lands through which the same is intended to pass, have been deposited with the Clerk of the Peace for the County of *Stafford*: Be it enacted, That, subject to the Provisions and Powers of Deviation in this and the said Railways Clauses Consolidation Act contained, it shall be lawful for the said Company to execute the said new Portion of Railway according to the Line and Levels thereof defined upon the said Plans and Sections, and to enter upon, take, and

and use such of the Lands delineated on the said Plans and described in the said Book of Reference as shall be necessary for the Purposes thereof.

VI. And be it enacted, That it shall be lawful for the said Company to carry the said new Line of Railway on the Level across the several Roads in the Parish of *Wolverhampton* numbered respectively on the last-mentioned Plans 149, 122, and 55.

Power to cross Roads on Level.

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

Company to erect a Station or Lodge at the Points of crossing, and to abide by the Regulations of Commissioners of Railways.

VIII. And be it enacted, That in carrying the Road numbered 23, in the Parish of *Wolverhampton*, on the Plans deposited as last mentioned, over, under, or across the Railway, it shall be lawful for the Company to make the Inclination of the said Road according to or not steeper than One Foot in Twenty-four Feet.

As to Inclinations and Approaches to certain Bridges.

IX. And be it enacted, That the Railway shall pass under the *Wednesfield Road*, being the Road numbered 96, in the Parish of *Wolverhampton*, on the said Plans, and that the Bridge by which the said Road shall be carried over the Railway shall have a Parapet Wall on each Side of Six Feet high, and the Width between the Parapets shall be the same Width as the present Road, and the Approach to the said Bridge on the Western Side shall not be of a steeper Inclination than One Foot in Forty-seven Feet, and the Approach on the Eastern Side shall not be of a steeper Inclination than One Foot in Twenty Feet.

As to crossing of the *Wednesfield Road*.

X. And be it enacted, That the Bridge for carrying the Turnpike Road at *Horseley Fields* in *Wolverhampton* over the said Railway shall be so constructed as that the said Road over the said Bridge shall have a clear Space between the Fences thereof of Forty-two Feet, and that the Fences thereof shall be of a Height not less than Six Feet.

As to Construction of Bridge at *Horseley Fields*.

XI. And be it enacted, That the said Railway shall be constructed in like Manner with respect to Gauge as the Railway the Construction

Gauge.

Construction of which is by this Act directed to be abandoned was by the first-mentioned Act required to be made.

Company to purchase certain Properties if required by the Owners.

XII. And be it enacted, That the Company shall and they are hereby required to purchase the Properties numbered respectively, in the Parish of *Wolverhampton*, 90, 91, 130, 131, and 140 on the Plans of the Railway by this Act authorized to be made deposited as herein-before mentioned, or such of the said Properties as the Persons to whom the same shall respectively belong shall require to be purchased: Provided always, that nothing herein contained shall prejudice or affect the compulsory Powers for purchasing such Properties by this Act conferred upon the said Company.

Railway to be arched over certain Lands in the Parish of *Wolverhampton*.

XIII. And be it enacted, That such Part of the Railway by this Act authorized to be made as shall pass through any of the several Plots, Pieces, or Parcels of Land in the Parish of *Wolverhampton* in the County of *Stafford*, numbered 159, 160, 161, and 162 on the said Plan deposited with the Clerk of the Peace of the County of *Stafford*, and so much of the Piece of Land numbered 158 as is herein-after defined, shall be arched or covered over, and the top or upper Surface of the Ground above such arching or covering over shall not exceed at the North-western End of such Part of the said Railway Seventeen Feet, nor at the South-eastern End Twenty-two Feet, above the Level of the Rails of the said Railway as shown upon the Section deposited with the said Clerk of the Peace as aforesaid, and the upper Surface of the Ground above such Arching or Covering shall be a regular Incline in the Direction of the Line of the said Railway, and such Arching or Covering shall commence at the Centre of the South-eastern Pier of the Sixth Arch of the *Birmingham, Wolverhampton, and Stour Valley* Railway Viaduct now erected, reckoning from the North-western End thereof, and shall be made square therewith; and such Arching or Covering shall be constructed in such Manner and of such Strength as shall make it sufficient to bear and carry over and upon the same a Branch Railway or Branch Railways to be worked by Horse Power; and in case the Owner or Owners for the Time being and other Parties interested in the said Plots, Pieces, or Parcels of Land and the said Company shall differ as to the Manner of constructing or as to the Strength of such Arching or Covering, the same shall be settled by Arbitration in manner prescribed by the Railways Clauses Consolidation Act, 1845, with respect to the Settlement of Disputes by Arbitration.

Owners of certain Lands to be the Owners of the Surface of Ground when Railway covered over.

XIV. And be it enacted, That the Owner or Owners for the Time being of the said several Plots, Pieces, or Parcels of Land lastly herein-before mentioned, and all other Persons interested therein, shall have and enjoy the same Powers, Rights, Privileges, Easements, and Authorities over, above, and upon the upper Surface of the said Arching or Covering, including the Power of making, maintaining, and working the said Branch Railway or Railways to be worked by Horse Power as aforesaid over and upon the said Arching or Covering, as the said Owner or Owners or other Persons now have

and enjoy in, upon, and over the said several Plots, Pieces, or Parcels of Land respectively: Provided always, that the said Owner or Owners or other Persons shall not be at liberty to erect upon the said Arching or Covering any Building or Buildings without the Consent in Writing of the said Company, or to erect or place any Buildings or Machinery on the adjoining Land belonging to *Henry Crane* and *William Bailey*, or either of them, so near to the said Railway as to affect in any Manner the Stability of the Works thereof, without the like Consent in Writing.

XV. And be it enacted, That the Railway hereby authorized to communicate with the *London and North-western* Railway at *Bushbury* shall communicate therewith on the West Side thereof, and at the Point where, according to the Plan deposited as in this Act mentioned, such Railway appears to communicate therewith, and not otherwise, without the Consent in Writing of the *London and North-western* Railway Company under their Common Seal, and that such Communication between the said Railway hereby authorized and the said *London and North-western* Railway shall be effected in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Construction and laid in the Manner most approved from Time to Time, and to the entire Satisfaction of the Engineer for the Time being of the said *London and North-western* Railway Company.

As to Communication with the *London and North-western* Railway.

XVI. And be it enacted, That the Expense of the said Communication hereby authorized with the *London and North-western* Railway, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining the Means of Communication, and of regulating and adjusting the same, shall be borne and paid by the *Oxford, Worcester, and Wolverhampton* Railway Company, and that such Communication and Works shall not only be in the first instance made and done, but shall also from Time to Time be altered, amended, repaired, and maintained, to the entire Satisfaction of the Engineer for the Time being of the said *London and North-western* Railway Company on each Occasion, and in such Manner and Form and by such Ways and Means only as shall not in anywise prejudice or injure the said *London and North-western* Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same.

Communications with *London and North-western* Railway to be made at the Expense of the *Oxford, Worcester, and Wolverhampton* Railway Company.

XVII. And be it enacted, That the Railway by this Act authorized shall be carried under the Railway authorized by the *Portobello and Wolverhampton* Railway Act, 1847, and shall be constructed on a Level not higher than is shown on the Section deposited with the Plan thereof as in this Act mentioned, and the Works connected therewith shall be executed and maintained to the reasonable Satisfaction of the Engineer for the Time being of the *London and North-western* Railway Company, and in such Manner only as not to prevent or impede the Construction of any of the Works authorized by the said *Portobello and Wolverhampton* Railway Act, or to damage, endanger, or in anywise interfere with the free, safe, and

Construction of Works under *Wolverhampton and Portobello* Line of *London and North-western* Railway Company.

uninterrupted working and Use of or Passage along the said *Portobello and Wolverhampton* Railway or the Works to be connected therewith.

Company not to take Property of London and North-western Railway Company or interfere with their Railway or Works.

XVIII. And be it enacted, That, notwithstanding anything in this Act contained, it shall not be lawful for the *Oxford, Worcester, and Wolverhampton* Railway Company, or for any Person under or in execution of this Act or of the said recited Acts, except as and to the Extent expressly authorized by the Provisions last aforesaid, either permanently or temporarily, to enter upon, take, or use, except with the Consent in Writing of the said *London and North-western* Railway Company, any of the Land or Property of the said *London and North-western* Railway Company, or which they have Power to take under their Acts of Parliament, or in any Manner to alter, vary, or interfere with the said *London and North-western* Railway or any of the Works appertaining thereto which are authorized by any of such Acts: Provided always, that no Consent of the *London and North-western* Railway Company under this present Provision shall be necessary to the Acquisition by the said *Oxford, Worcester, and Wolverhampton* Railway Company of so much of the Lands numbered from 96 to 148, in the Parish of *Wolverhampton*, on the Plans deposited as aforesaid, as lie on the East Side of the Land authorized to be purchased for the Station and Purposes of the *Birmingham, Wolverhampton, and Stour Valley* Railway under the *Birmingham, Wolverhampton, and Stour Valley* Railway Act, 1846, and so much of the remaining Lands lying on the East Side of the said last-mentioned Railway as can be used without Prejudice to the Construction, Maintenance, or Use of the *Portobello and Wolverhampton* Railway: Provided also, that if any Dispute shall arise as to the Rights of the said several Companies under this present Provision the same shall be referred to Arbitration in the Manner set forth in the "Lands Clauses Consolidation Act, 1845."

Saving the Rights of the London and North-western Railway Company.

XIX. And be it enacted, That, except as by this Act and the Acts therein recited expressly provided, nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, abridge, or in any way affect any of the Rights, Privileges, Powers, or Authorities vested in the *London and North-western* Railway Company, but saving and reserving to such Company all the Rights, Privileges, Powers, and Authorities to them belonging, and also saving and reserving all such Powers, Authorities, and Provisions in the several Acts relating to the said Company as if this Act had not been passed.

Certain Lands not to be taken without the Consent of the Birmingham, Wolverhampton, and Stour Valley Railway Company.

XX. And be it enacted, That, notwithstanding anything to the contrary contained in this or the said recited Acts, it shall not be lawful for the *Oxford, Worcester, and Wolverhampton* Railway Company to purchase or acquire any Land which the *Birmingham, Wolverhampton, and Stour Valley* Railway Company are authorized to purchase by any Act relating to such Company, and which shall be situated at a greater Distance than One Chain from the centre Line of the Railway by this Act authorized to be made, as laid down in the Plans deposited as aforesaid on the Western Side thereof between the

the Road numbered 194, in the Parish of *Wolverhampton*, on the Plan deposited with the Clerk of the Peace for the County of *Stafford*, as mentioned in "the *Birmingham, Wolverhampton, and Stour Valley Railway Act, 1846, Birmingham, Wolverhampton, and Dudley Lines*," and the Point of Junction of the Railway by this Act authorized to be made with the *London and North-western Railway* at or near *Bushbury* in the County of *Stafford*, without the previous Consent of the said *Birmingham, Wolverhampton, and Stour Valley Railway Company* testified in Writing under the Corporate Seal of the said Company.

XXI. And be it enacted, That, notwithstanding anything to the contrary contained in this or the said recited Acts, it shall not be lawful for the said *Oxford, Worcester, and Wolverhampton Railway Company*, or for any Person in the Execution of this Act or any other Act relating to the said Company, without the previous Consent of the *Birmingham, Wolverhampton, and Stour Valley Railway Company* testified in Writing under their Corporate Seal, either permanently or temporarily, to enter upon, take, or use any of the Land or Property authorized to be taken or used by the said last-mentioned Company by any Act relating to such Company, or in any Manner to alter, vary, or interfere with the *Birmingham, Wolverhampton, and Stour Valley Railway* or any Works appertaining thereto, save only to the Extent herein-before provided, and save also as to the Land lying between the *Horseley Fields Road* in the Parish of *Wolverhampton* and the North-east End of the Viaduct in course of Construction by the said *Birmingham, Wolverhampton, and Stour Valley Railway Company*, terminating in the Piece of Land numbered 320, in the said Parish, in the Plan lastly herein-before mentioned, in the Manner and for the Purposes authorized by this Act; nevertheless it shall not be lawful for the said *Oxford, Worcester, and Wolverhampton Railway Company*, or any Person in the Execution of this Act, or any other Act relating to the said Company, to construct, commence, or carry on any Work or Proceeding within Five Yards from the Face of the said Viaduct without the previous Consent of the said *Birmingham, Wolverhampton, and Stour Valley Railway Company* testified as aforesaid; and save also other Lands lying between *Horsley Fields Road* and *Walsall Street*, in which Lands the Works hereby authorized to be executed shall not approach within Twenty Yards of the Face of the before-mentioned Viaduct, and save also as to any Lands South of the said *Walsall Street*: Provided always, that nothing in this Act contained shall operate to prevent the Purchase by the *Birmingham, Wolverhampton, and Stour Valley Railway Company* of the Lands necessary for and the Construction of the Line of Railway and Works of the said *Birmingham, Wolverhampton, and Stour Valley Railway* on the said Lands South of *Walsall Street*, according to the Provisions of the *Birmingham, Wolverhampton, and Stour Valley Railway Act, 1846, (Birmingham, Wolverhampton, and Dudley Lines.)*

Prohibiting Interference with the Lands of the Birmingham, Wolverhampton, and Stour Valley Railway Company.

XXII. And be it enacted, That the said *Oxford, Worcester, and Wolverhampton Railway Company* in the Construction and Use of every or any of their Works shall do no Damage to the said Viaduct in

Company not to interfere with the Works of the in

Birmingham,
Wolver-
hampton,
and Stour
Valley Rail-
way Com-
pany.

in the Course of Construction by the said *Birmingham, Wolverhampton, and Stour Valley* Railway Company as aforesaid, or any of the Works of the said Company; and that all Works hereby authorized shall be constructed in such Manner as not to endanger or interfere with the Security of the said *Birmingham, Wolverhampton, and Stour Valley* Railway, or any of the Works of the said Company, or interrupt the Traffic thereon; and that it shall be lawful for the said *Birmingham, Wolverhampton, and Stour Valley* Railway Company to require all such reasonable Precautions to be taken by the said *Oxford, Worcester, and Wolverhampton* Railway Company at their Expense as may seem to the Engineer for the Time being of the said *Birmingham, Wolverhampton, and Stour Valley* Railway Company expedient for protecting their Railway and Works from Injury, or the Traffic thereon from Interruption.

Penalty in
case of
Obstruction
or Injury to
the Works
of the Bir-
mingham,
Wolver-
hampton,
and Stour
Valley Rail-
way Com-
pany.

XXIII. And be it enacted, That if by reason of any of the Works or Proceedings of the said *Oxford, Worcester, and Wolverhampton* Railway Company the said *Birmingham, Wolverhampton, and Stour Valley* Railway, or any of the Works connected therewith, shall be injured or damaged, such Injury or Damage shall forthwith be made good by the said *Oxford, Worcester, and Wolverhampton* Railway Company at their own Expense, or in the event of their failing so to do, then the said *Birmingham, Wolverhampton, and Stour Valley* Railway Company may make good the same, and recover the Expense thereof against the said *Oxford, Worcester, and Wolverhampton* Railway Company in any of the Superior Courts; and if any Interruption shall be occasioned to the Traffic of the *Birmingham, Wolverhampton, and Stour Valley* Railway by reason of any of the Operations of the said *Oxford, Worcester, and Wolverhampton* Railway Company, the said Company shall pay to the said *Birmingham, Wolverhampton, and Stour Valley* Railway Company the Sum of One hundred Pounds per Hour by way of Penalty for every Hour during which such Interruption shall continue, and shall, in addition, repay to the said last-mentioned Company all Costs and Expenses to which they may be put, as well as full Compensation for the Inconvenience sustained by them by reason of such Interruption.

Saving
Rights of the
Birming-
ham, Wol-
verhampton,
and Stour
Valley Rail-
way Com-
pany.

XXIV. And be it enacted, That, except hereby as expressly authorized, nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of or vested in or belonging to the said *Birmingham, Wolverhampton, and Stour Valley* Railway Company, but all their Rights, Privileges, Powers, and Authorities under their several Acts of Parliament or otherwise, except as aforesaid, are hereby expressly saved and reserved, not only as against and with respect to the said *Oxford, Worcester, and Wolverhampton* Railway Company, but as against and with respect to all other Companies and Persons whomsoever.

Company
to make
Tunnels
under the

XXV. And whereas the said new or altered Line of Railway hereby authorized to be constructed is intended to be carried by means of Archways or Tunnels under the Canal of the Company of Proprietors

Proprietors of the *Birmingham Canal Navigations* (which Company is herein-after referred to as the *Birmingham Canal Company*) in the respective Places herein-after mentioned; namely, under the Canal called the *Wednesfield Canal* at a Point near *Horseley Fields* in the Parish of *Wolverhampton* in the County of *Stafford*, and under another Part of the same Canal at another Point near *Horseley Fields* aforesaid, as shown upon the Plans of the Railway by this Act authorized deposited with the Clerk of the Peace for the County of *Stafford*, and in the Private Bill Office of your Honourable House: Be it therefore enacted, That the said Railway Company shall and they are hereby required, at their own Expense, to construct in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham Canal Company*, a good and substantial Archway or Tunnel under the said Canal called the *Wednesfield Canal*; at each of the aforesaid Points where the said Railway is intended to be carried under the same Canal, as shown upon the said Maps or Plans so deposited as aforesaid, with proper close Fences, if necessary, not less than Six Feet high above Top-water Level, the Length of which Tunnels shall be of the full Width of the Canal and Towing Paths at the least.

Birmingham Canal in manner prescribed.

XXVI. And be it enacted, That the said Railway Company shall and they are hereby required in carrying the said Railway under the said Canal called the *Wednesfield Canal*, at their own Expense, to construct in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham Canal Company*, good and substantial Aqueducts for the Passage of the said Canal at each of the aforesaid Points of crossing, and the clear Width of such last-mentioned Aqueducts shall be equal to the present Width of the Waterway of the same Canal at such Points of crossing, and the same Aqueducts shall be upon such Level and of such Capacity as to preserve the Course of the said Canal through the same at the present Level thereof, and of a Depth of Six Feet.

Company to construct Aqueduct for the crossing of the *Wednesfield Canal*.

XXVII. And be it enacted, That before any Stoppage of the Navigation of the said Canal shall be made for the original Construction of the aforesaid several Aqueducts under the said Canal called the *Wednesfield Canal*, or for any subsequent Repairs or Reconstruction thereof, the said Railway Company shall and they are hereby required, at their own Expense in all Things, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham Canal Company*, to construct and provide a sufficient and convenient temporary Canal in lieu and instead of the Canal No. 162 on the said Plans, of a Width equal to the present Waterway of the said Canal at the Point of crossing the same, 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 to divert the Waters thereof through such temporary Canal, and to prevent any Obstruction or Impediment in the Navigation thereof, and also to construct and provide a sufficient Cofferdam to retain the Water in the Canal, No. 166 on the said Plans, and when and as soon as such Aqueducts shall be completed, or (as the Case may

Company to make a temporary Canal during Construction or subsequent Repair of Aqueducts.

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be) effectually repaired, shall restore the Course of the said Canal: Provided always, that the said Railway Company shall be at liberty to construct the said Aqueduct for the Canal numbered 162 on the said Plans at any Time when there shall be by Order of the said Canal Company a Stoppage of Traffic on that Part of the said Canal for Repairs or otherwise, without being obliged to make such temporary Canal as aforesaid, so that the Period at which the said Canal Company shall order the said Canal to be re-opened for Traffic be not in any Manner delayed by the Works of the said Railway Company.

Company to
keep Bridge,
&c. in re-
pair.

XXVIII. And be it enacted, That the said Railway Company shall at all Times for ever after the said several Archways, Tunnels, or Aqueducts to be made and constructed under the Provisions of this present Act shall have been completed keep the same and every future Archway, Tunnel, or Aqueduct to be erected or made respectively in lieu thereof respectively (and which shall be at the same respective Places, in the like respective Directions, and of the like Dimensions, Capacity, and Materials as are herein-before severally mentioned), together with all Works belonging to or connected therewith respectively, in good and complete Repair; and in case of any Want of Repair to such several Archways, Tunnels, or Aqueduct, or either of them, or any Work belonging to thereto or connected therewith, or of the said several Aqueducts being from any Cause cracked or otherwise inadequate for the free Passage and without any Waste of Water in the said Canal under which the said several Archways and Tunnels shall be constructed, and whether such Want of Repair or Inadequacy shall arise from the sinking of any such Archways, Tunnels, or Aqueducts, or either of them, or any Part thereof respectively, or from any other Cause whatsoever not arising from the Act or Default of the said *Birmingham* Canal Company, and Notice in Writing thereof being given by the said *Birmingham* Canal Company to the said Railway Company or their Clerk, then if the said Railway Company shall not within the Space of Ten Days after such Notice commence the Repairs, or, as the Case may require, the raising or rebuilding or reconstructing of the said Archways, Tunnels, or Aqueducts, or either of them, which shall be out of repair, imperfect, or inadequate as aforesaid, or such Part or Parts thereof as it shall for the Time being be requisite to repair, raise, or rebuild, or reconstruct, and proceed therein with all reasonable Expedition until such repairing, raising, or rebuilding, or Reconstruction shall be wholly completed, it shall be lawful for the said *Birmingham* Canal Company to make all such Repairs to such Archways, Tunnels, or Aqueducts, and 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 said Railway Company to the said *Birmingham* Canal Company upon Demand, and in default of such Payment the said *Birmingham* Canal Company may sue for and recover such Expenses as aforesaid against the said Railway Company by Action of Debt or on the Case in any of the Superior Courts: Provided always, that during the Progress of constructing any

any such Archways, Tunnels, or Aqueducts, and at all future Times during any Repairs, raising, or rebuilding, or Reconstruction thereof respectively, the Engineer for the Time being of the said *Birmingham Canal Company*, with the requisite Assistants and Workmen, shall have free Access to such Archways, Tunnels, or Aqueducts, and full Permission to inspect the Workmanship and Materials thereof.

XXIX. And be it enacted, That, except as by this Act specifically provided for, it shall not be lawful for the said Railway Company or any Person in execution of this Act to alter the Course of the said Canal, save only by making such temporary Diversion as is hereinbefore provided for, or to contract the Width of the same, or of the Towing Paths thereof, or of any Space reserved or intended as a Towing Path thereof, or to obstruct the Course or Supply of the Water in or to the said Canal, or in any Manner to impede the Navigation thereof or Access thereto, or to injure any of the Banks or other Works thereof; and that it shall not be lawful for the said Railway Company (except for the Purpose of crossing the said Canal) to take or interfere with the said Canal or any of the Property of the said *Birmingham Canal Company*, or make any lateral Deviation from the Line laid down on the said Maps or Plans so deposited as aforesaid, by which Deviation any of the Wharfs, Warehouses, Buildings, Locks, Side Ponds, Towing Paths, Bridges, Banks, Feeders, or any other Works belonging to the said Canal Company shall be taken, used, or damaged, without the Consent of the said Canal Company under their Common Seal first had and obtained.

Company not to alter the Course or obstruct the Navigation of the *Birmingham Canal*.

XXX And be it enacted, That if by or by reason or in execution of any of the Works by this Act authorized, or by reason of the Mode of Construction or of the bad State of Repair of any such Archway or Tunnel as aforesaid, or of any of the Slopes, Banks, or Works of the said Railway near the said Canal, or any other Works by this Act authorized to be constructed, or by any Act or Omission of the said Railway Company or any of their Agents or Servants, it shall happen that the said Canal or the Towing Paths, or either of them, or the Works connected therewith, shall be so injured or obstructed that Boats or other Vessels using the same, with their usual and accustomed Loads, shall be impeded in their Passage along the said Canal, or shall not be able to pass freely along the same, then and in every such Case the said Railway Company shall pay to the said *Birmingham Canal Company* as or by way of ascertained Damages the Sum of Five hundred Pounds for every Twenty-four Hours during which any such Impediment or Obstruction 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 said Railway Company, the *Birmingham Canal Company* may sue for and recover the same, together with full Costs of Suit against the said Railway Company, by Action of Debt or on the Case in any of the Superior Courts: Provided always, that nothing herein contained shall extend to prevent the said *Birmingham Canal Company*, or any other Company or Person, from recovering against the said Railway Company any special, further, or other Damage that may be sustained by them

Penalty in case of Obstruction to the Navigation of the *Birmingham Canal*.

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on account of any Act or Default of the said Railway Company in respect of which the said Sum in the Nature of liquidated Damages is hereby imposed or made payable beyond the Amount thereof, and they are hereby authorized to sue for and recover such special, further, and other Damages accordingly.

The Springs of the Birmingham Canal Company preserved.

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

Company to afford Facilities for the Formation of Cuts, Canals, &c. in connexion with Birmingham Canal.

XXXII. And whereas under and by virtue of the Acts relating to the Canals belonging to the said *Birmingham* Canal Company, or some of them, certain Powers are reserved to the Owners of the Mines, Works, and Lands adjoining to the said Canals or some of them, or for the said Company at the Request of such Owners, to form Cuts, Canals, Railways, 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: Be it therefore enacted, That in the event of any such Persons being desirous to make or to procure to be made any such Cuts, Canals, Railways, or Roads as aforesaid to communicate with the said Canals or any of them, the said Railway Company shall afford all requisite and proper Facilities for the Formation thereof where necessary either over or under or across or by the Side of the said Railway; and if any Difference shall arise between the said Railway Company and any Person so desirous to make or procure to be made any such Cut, Canal, Railway, or Road as aforesaid, or between the said Railway Company and the said Canal Company, either as to the Mode of carrying the same over, under, or across, or by the Side of the said Railway, or as to the Place where the same should be so carried, or as to the Facilities to be afforded by the said Railway Company for the Purposes thereof, or as to the Proportion of the Cost of making and maintaining the same to be borne by the said Railway Company, or as to the Use thereof at any Time thereafter by the Owners, Lessees, or other Persons in the Occupation thereof, such Difference shall be settled by Arbitration.

Communications between Canal and Steam

XXXIII. 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 the said Canal Communication

munication for the Passage or Supply of Water may require to be made: Be it therefore enacted, That if any such Communications are hereafter so required to be made, the said Railway Company shall afford all requisite Facilities for the Purposes thereof by constructing at the Expense of the Party requiring 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 said Railway Company and the said Canal Company or any other Person as to the Nature and Amount of the Facilities so to be afforded by them, such Difference shall in like Manner be settled by Arbitration.

Engines not to be obstructed.

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

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

XXXV. And be it enacted, That it shall be lawful for the Company to purchase and take for extraordinary Purposes any Quantity of Land not exceeding Twenty Acres, in addition to the Lands which by the recited Acts they are authorized to take for similar Purposes.

Lands for extraordinary Purposes.

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

Period for compulsory Purchase of Lands limited.

XXXVII. And be it enacted, That the said new Line of Railway by this Act authorized shall be completed within Seven Years from the passing of this Act, and on the Expiration of such Period the Powers granted to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Railway as shall then be completed.

Limiting Period for Execution of Works.

XXXVIII. And be it enacted, That the said new Line of Railway shall be and become Part of the Undertaking of the *Oxford, Worcester, and Wolverhampton* Railway, and shall as such be subject to the several Provisions of the said recited Acts relating thereto as extended to this Act; and the Company shall abandon the Formation of so much of the Line of Railway authorized to be made by the said firstly-recited Act as lies between the said Piece of Land numbered 49 in the Township and Parish of *Wolverhampton* and the Junction of such Railway with the *London and North-western* Railway as shown upon the Plans referred to in the said Act.

Power to abandon Parts of original Line.

XXXIX. And be it enacted, That it shall be lawful for the said Company to demand and receive in respect of the Use of the said new Line of Railway by this Act authorized, and of the Engines and Carriages employed thereon, any Tolls and Charges not exceeding

Tolls.

[Local.]

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the maximum Rates of Tolls and Charges limited by the said secondly-recited Act.

Station at Wolverhampton to be made under the Superintendence of a Joint Committee.

XL. And be it enacted, That the Station to be made at *Wolverhampton* in connexion with the new Line of Railway by this Act authorized shall be constructed under the Superintendence of a Joint Committee to be appointed as herein-after mentioned; and all Powers which by this Act or the Acts incorporated herewith could or might be exercised by the Directors of the *Oxford, Worcester, and Wolverhampton* Railway Company in respect to the Construction, Maintenance, and Use of the said new Line of Railway shall be transferred to and exercised by the said Committee in reference to the Construction, Maintenance, and Use of the said Station, and the Approaches, Works, and Conveniences connected therewith, except where such Powers or any of them may be inconsistent with the Provisions herein-after contained.

How Committee to be appointed.

XLI. And be it enacted, That the said Joint Committee shall consist of Three Directors of the *Oxford, Worcester, and Wolverhampton* Railway Company to be appointed by the Directors of such Company, and Three Directors of the *Birmingham, Wolverhampton, and Dudley* Railway Company to be appointed by the Directors of the said Company, and Three Directors of the *Shrewsbury and Birmingham* Railway Company to be appointed by the Directors of the last-mentioned Company.

Members of Committees removable.

XLII. And be it enacted, That each and every Member of the said Committee appointed under the Provisions of this Act shall be removable by the Directors of the Company on whose Behalf such Member shall have been so appointed.

Vacancies to be supplied.

XLIII. And be it enacted, That when and as often as a Vacancy or Vacancies shall occur in such Committee, or any Member or Members thereof shall be incapable from Ill-health or otherwise to attend a Meeting of the said Committee, it shall be lawful for the Directors of the Company on whose Behalf the Member or Members shall have been appointed who shall have caused such Vacancy or Vacancies, or shall be so incapable of attending as aforesaid, to appoint another Member or other Members of their Body in the Place or Places of the Member or Members so causing such Vacancy, or being incapable of attending as aforesaid.

Quorum.

XLIV. And be it enacted, That the Quorum of a Meeting of the Committee shall be Three.

If Deficiencies of Members of Committee remaining Members may act.

XLV. And be it enacted, That if at the Expiration of One Calendar Month after the passing of this Act, or at any Time or Times thereafter, and whenever the same shall happen, there shall be a Deficiency in the Number of Members of the said Committee, the remaining Members shall have all the Powers and Privileges of a full Committee until such Deficiency shall have been supplied: Provided always, that to constitute a Meeting of the Committee there

there shall always be present the requisite Number of Members to form a Quorum.

XLVI. And be it enacted, That, subject to the Provisions of this Act, the said *Oxford, Worcester, and Wolverhampton, Birmingham, Wolverhampton, and Dudley*, and *Shrewsbury and Birmingham* Railway Companies shall have, maintain, use, and enjoy the said Station in such Manner and upon and subject to such Terms and Conditions as may have been or may be mutually agreed upon between them; and the said Companies shall contribute and pay rateably in equal Proportions the Sums which may be necessary for the Construction of the said Station at such Times and in such Manner as may be required by the said Joint Committee; and such Sums shall be recoverable by the Members of such Joint Committee by Action of Debt against such Companies respectively; and it shall not be requisite on the Trial of any such Action to prove that such Sums are necessary for the Construction of the said Station.

Companies to use Station jointly.

XLVII. And be it enacted, That if the *Shrewsbury and Birmingham* Railway Company shall at any Time hereafter lease, sell, or transfer, or agree to lease, sell, or transfer, their Undertaking to the *London and North-western* Railway Company, the *Oxford, Worcester, and Wolverhampton* Railway Company shall, solely or in conjunction with the *Birmingham, Wolverhampton, and Dudley* Railway Company, purchase, and the said *Shrewsbury and Birmingham* Railway Company shall and they are hereby required to sell, the Share and Interest of the said *Shrewsbury and Birmingham* Railway Company in the said Station upon such Terms as may be or may have been agreed upon; and in case the said Companies cannot agree, then upon such Terms as may be settled by Arbitration in manner provided by the Railways Clauses Consolidation Act with respect to the Settlement of Disputes by Arbitration.

Purchase of Interest of Shrewsbury and Birmingham Company in Station in certain Events.

XLVIII. And be it enacted, That it shall be lawful for the *Oxford, Worcester, and Wolverhampton* Railway Company, the *Birmingham, Wolverhampton, and Dudley* Railway Company, and the *Shrewsbury and Birmingham* Railway Company respectively to raise by the Creation of new Shares or Stock, in addition to the Sums which they are already authorized to raise, any Sum of Money not exceeding in the whole the Sums following; (that is to say,) as regards the *Oxford, Worcester, and Wolverhampton* Railway Company the Sum of One hundred thousand Pounds for the Purposes of the Works by this Act authorized, whereof the Sum of Ten thousand Pounds shall be the Capital applicable to the Purposes of the said Station, as regards the *Birmingham, Wolverhampton, and Dudley* Railway Company for the Purposes of the said Station the Sum of Ten thousand Pounds, and as regards the *Shrewsbury and Birmingham* Railway Company for the Purposes of the said Station the Sum of Ten thousand Pounds; and such new Shares or Stock shall be created upon such Terms and in such Manner as may have been or may be agreed upon at any Ordinary or Extraordinary Meeting of the Company by whom the same respectively shall be created: Provided always, that the new Shares

Power to raise additional Capital by Creation of new Shares.

Shares so to be created shall be entitled to such Privileges as the Company creating the same may determine, but nevertheless it shall not be lawful for such Company to guarantee Interest or give any Preference in the Payment of Dividend in respect of any such new Shares,

How Shares
to be allotted.

XLIX. And be it enacted, That with respect to each of the Sums so to be raised by the Creation of new Shares, the same shall be divided into Shares of such Amount, and shall be apportioned and allotted to such Persons and in such Manner, as may be determined by the Order of any Ordinary or Extraordinary Meeting of the Company by whom such Sum shall be raised, and shall be considered as Part of the general Capital of such Company, and be subject to the same Provisions in all respects with reference to the Payment of Calls or the Forfeiture of Shares on Nonpayment of Calls as if such Sums had been Part of the original Capital of such Company, except as to the Amount of such Shares, which shall be determined as herein-before provided, and except also as to the Times of making Calls on such Shares and the Amount of such Calls, which respectively it shall be lawful for the Directors of the Company from Time to Time to fix as they may think fit: Provided always, that Five Pounds *per* Share shall be the greatest Amount of any One Call which the Directors may make on such new Shares, and that there shall be an Interval of Two Calendar Months at least between the Time fixed for the Payment of One Call and the Time fixed for the Payment of the next succeeding Call.

Power for
Oxford, Wor-
cester, and
Wolver-
hampton
Railway
Company to
borrow
Money on
Mortgage.

L. And be it enacted, That after the whole of the Capital which the *Oxford, Worcester, and Wolverhampton* Railway Company are by the said recited Acts and this Act authorized to raise by Shares shall have been subscribed for, and One Half thereof shall have been actually paid, it shall be lawful for the said Company, in addition to the Sums which they are already authorized to borrow, and to all other Sums which they may be authorized to borrow by any Act passed in the present Session of Parliament, to borrow on Mortgage or Bond such Sums of Money as may from Time to Time be authorized to be borrowed by the Order of an Ordinary or Extraordinary Meeting of the said Company, not exceeding in the whole the Sum of Thirty-three thousand three hundred and thirty-three Pounds.

Power for
Birmingham,
Wolver-
hampton, and
Dudley Rail-
way Company
to borrow.

LI. And be it enacted, That after the whole of the Capital which the *Birmingham, Wolverhampton, and Dudley* Railway Company are by this Act or any other Act relating to the said Company authorized to raise by Shares shall have been subscribed for, and One Half thereof shall have been paid up, it shall be lawful for the said last-mentioned Company to borrow on Mortgage or Bond such Sums of Money as may from Time to Time be authorized to be borrowed by the Order of any Ordinary or Extraordinary Meeting of the said Company, not exceeding in the whole the Sum of Three thousand three hundred and thirty-three Pounds.

LII. And

LII. And be it enacted, That after the whole of the Capital which the said *Shrewsbury and Birmingham* Railway Company are authorized to raise by Shares shall have been subscribed for, and One Half thereof shall have been paid up, it shall be lawful for the said last-mentioned Company to borrow on Mortgage or Bond such Sums of Money as shall from Time to Time be authorized to be borrowed by the Order of any Ordinary or Extraordinary Meeting of such last-mentioned Company, not exceeding in the whole the Sum of Three thousand three hundred and thirty-three Pounds.

Power for Shrewsbury and Birmingham Railway Company to borrow.

LIII. And be it enacted, That all the Provisions of the Acts relating to the *Oxford, Worcester, and Wolverhampton* Railway with respect to the borrowing of Money shall extend to this Act, and be applicable to Mortgages to be created by the said Company under the Provisions thereof; and all the Provisions of the Act relating to the *Birmingham, Wolverhampton, and the Dudley* Railway with respect to the borrowing of Money on Mortgage shall extend to this Act, and be applicable to Mortgages to be created by the said last-mentioned Company under the Provisions thereof; and all the Provisions of the Acts relating to the *Shrewsbury and Birmingham* Railway with respect to the borrowing of Money shall extend to this Act, and be applicable to Mortgages to be created by the said last-mentioned Company under the Provisions thereof.

Provisions of former Acts as to borrowing extended to this Act.

LIV. Provided always, and be it enacted, That all Mortgages granted by any of the said Companies before the passing of this Act, and which shall be in force at the Time of the passing of this Act, shall during the Continuance thereof have Priority over all Mortgages to be granted by the same Company by virtue of this Act.

Former Mortgages to have Priority.

LV. And be it enacted, That all and every Part of the Monies to be borrowed by the said several Companies under the Provisions of this Act shall be applicable only to the Purposes by this Act authorized.

Application of Money borrowed.

LVI. And whereas an Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act for making a Railway from Shrewsbury to Wolverhampton, with a Branch, to be called "The Shrewsbury and Birmingham Railway:"* And whereas another Act was passed in the same Session, intituled *An Act for making a Railway from Shrewsbury to Wolverhampton, to be called "The Shrewsbury, Wolverhampton, and South Staffordshire Junction Railway:"* And whereas another Act was passed in the last Session, intituled *An Act to enable the Shrewsbury and Birmingham Railway Company to make Branch Railways to Madeley and Ironbridge, and for other Purposes:* Be it enacted, That 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 said *Shrewsbury and Birmingham* Railway Company in and by all or any of the several herein-before recited Acts of Parliament now in force relating to the said Company, further or otherwise than in this Act expressly authorized.

Saving Rights of Shrewsbury and Birmingham Railway Company.

9 & 10 Vict. cc. 307, 308.

10 & 11 Vict. c. 80.

Interest not
to be paid on
Calls paid up.

LVII. And be it enacted, That it shall not be lawful for the said Companies or any of them, out of any Money by this Act or any other Act relating to the said Companies or any of them authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest 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 said Companies or any of them 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
the Com-
pany's
Capital.

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

Definition
of Word
"Station."

LIX. And be it enacted, That in construing this Act the Word "Station" shall be held to include all Works, Approaches, and Conveniences incident to or connected therewith, unless there be something in the Subject or Context repugnant to such Construction.

Railways to
be subject
to the Pro-
visions of
1 & 2 Vict.
c. 98.,
3 & 4 Vict.
c. 97.,
5 & 6 Vict.
c. 55.,
7 & 8 Vict.
c. 85., and
9 & 10 Vict.
cc. 57. 105.

LX. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and Two other Acts were passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled respectively *An Act for regulating the Gauge of Railways*, and *An Act for constituting Commissioners of Railways*: Be it enacted, That nothing in this Act contained shall be held to exempt the Railways by this and the said recited Acts authorized, or the said *Oxford, Worcester, and Wolverhampton Railway Company*, from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect of the said Railways and Company, so far as the same shall be applicable thereto.

LXI. And

LXI. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railways by this or the said recited Acts authorized to be made from the Provisions of any general Act relating to such Acts, or of any general Act relating to Railways, now in force or which may hereafter pass during the present 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 by this Act. Railways not exempt from Provisions of future general Acts.

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

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