



ANNO DECIMO QUINTO & DECIMO SEXTO

VICTORIÆ REGINÆ.

Cap. cxxxiii.

An Act to confer on the *Great Western Railway Company* further Powers for the Purchase of Lands on the Lines of, and for the Construction of, the *Birmingham and Oxford Junction* and *Birmingham, Wolverhampton, and Dudley* Railways respectively; and for the Alteration of the Works of Part of the last-mentioned Railway; and for the Formation of an Extension Line of Railway at *Wolverhampton*; and for other Purposes. [30th June 1852.]

WHEREAS Two several Acts of Parliament were passed in the Ninth and Tenth Years of the Reign of Her present Majesty, called respectively "The *Birmingham and Oxford Junction* Railway Act, 1846," and "The *Birmingham and Oxford Junction (Birmingham Extension)* Railway Act, 1846," whereby the *Birmingham and Oxford Junction* Railway Company were incorporated, with Powers to make a Railway in continuation of the *Oxford and Rugby* Line of the *Great Western* Railway from *Fenny Compton*
[Local.] 23 Q to

Great Western Railway (No. 2.)

to *Birmingham*, and with Power to the *Great Western Railway Company* to purchase or lease such Railway, subject to the Provisions in the said Acts contained: And whereas an Act, entitled "The *Birmingham, Wolverhampton, and Dudley Railway Act, 1846*," was passed in the Ninth and Tenth Years of the Reign of Her present Majesty, whereby a Company was incorporated for making a Railway from *Birmingham* to join the Line of the said *Oxford, Worcester, and Wolverhampton Railway* in the Parish of *Wolverhampton* and also in the Parish of *Dudley*, and the Provisions of the said last-mentioned Act were amended and enlarged by another Act passed, in relation to the said Railway, in the Tenth and Eleventh Years of the Reign of Her present Majesty, called "The *Birmingham, Wolverhampton, and Dudley Railway Act, 1847*:" And whereas the said last-mentioned Railway forms a Continuation of the Line of the said *Birmingham and Oxford Junction Railway*, and by an Act passed in the Tenth and Eleventh Years of the Reign of Her present Majesty, called "The *Great Western Railway Amendment and Extension Act, 1847*," the said *Great Western Railway Company* were authorized to purchase the said *Birmingham, Wolverhampton, and Dudley Railway*: And whereas by an Act passed in the Eleventh and Twelfth Years of the Reign of Her present Majesty (Local and Personal Acts), Chapter One hundred and fifty-nine, a certain Agreement entered into between the Directors of the *Great Western Railway Company*, and the Directors of the said *Birmingham and Oxford Junction Railway Company*, and of the said *Birmingham, Wolverhampton, and Dudley Railway Company* respectively, for the Purchase by the said *Great Western Railway Company* of the Undertakings of the Two last-mentioned Companies respectively, was ratified and confirmed: And whereas it is expedient that the said *Great Western Railway Company* should be enabled to connect the *Oxford, Worcester, and Wolverhampton Railway* with the *Shrewsbury and Birmingham Railway* at *Wolverhampton*: And whereas it is also expedient that further Time should be granted for the Purchase of Lands for and for the Construction of the said *Birmingham and Oxford Junction Railway* and the said *Birmingham, Wolverhampton, and Dudley Railway* respectively, and that Powers should be conferred on the said *Great Western Railway Company* for altering the Levels of Part of the Line of the said *Birmingham, Wolverhampton, and Dudley Railway* in the Parish of *Wednesbury*, and that the several Acts relating to the *Great Western Railway Company*, the *Birmingham and Oxford Junction Railway Company*, and the *Birmingham, Wolverhampton, and Dudley Railway Company* respectively should be amended and enlarged to such Extent as may be requisite for carrying into effect all or any of the Objects and Purposes aforesaid: May it therefore please Your Majesty that it may be enacted; and be it enacted by the

the

Great Western Railway (No. 2.)

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, in manner following; that is to say,

I. That the Powers for or in relation to the Construction of the said *Birmingham and Oxford Junction* Railway and of the said *Birmingham, Wolverhampton, and Dudley* Railway respectively, in the Acts relating to the said Railways respectively contained, shall and may be lawfully exercised until the First Day of *January* which will be in the Year One thousand eight hundred and fifty-six, as fully and effectually as if the Periods limited by such Acts respectively for the Exercise of such Powers had extended to the said First Day of *January* One thousand eight hundred and fifty-six.

Time for completing Birmingham and Oxford and Birmingham, Wolverhampton, and Dudley Railways extended.

II. That the Powers in the last-mentioned Acts or any of them contained for or in relation to the compulsory Purchase of such of the Lands required for the Purposes of the said *Birmingham and Oxford Junction* Railway and of the said *Birmingham, Wolverhampton, and Dudley* Railway respectively as are mentioned and referred to in the Schedule to this Act annexed shall and may be lawfully exercised until the First Day of *January* which will be in the Year One thousand eight hundred and fifty-four, as fully and effectually as if the Periods limited by such Acts respectively for the Exercise of such Powers had extended to the said First Day of *January* One thousand eight hundred and fifty-four.

Time enlarged for purchasing certain Lands on said Railways.

III. That the extended Powers by this Act granted for the Purchase of Lands or Construction of Works shall not prejudice or affect any Contract or Agreement for the Purchase or taking of Land for either of the said Railways entered into before the passing of this Act, but where before the passing of this Act any such Contract or Agreement shall have been entered into or Notice given for purchasing, taking, or using any Lands, any such Contract or Agreement and Notice respectively shall be construed and take effect, and the same Proceedings shall be had thereunder and all Parties thereto shall be entitled to the same Rights and Remedies in respect thereof, both at Law and in Equity, as if such Extension of Powers had not been granted as aforesaid.

Existing Contracts, &c. not to be prejudiced by Extension of Powers for Purchase of Lands and Construction of Works.

IV. That the Justices, Arbitrators, Umpires, or Juries respectively (as the Case may be) who shall award or assess the Compensation to be made to the Owners or Occupiers of or the other Parties interested in any of the Lands which shall be taken or used for the Purposes of any

Parties aggrieved by extended Powers being granted, may have Com-

Great Western Railway (No. 2.)

pensation for
additional
Damage.

any or either of the said Railways or the Works connected therewith, or which may be injuriously affected by the Construction thereof, shall, in estimating the Amount of such Compensation, have regard to and make Compensation for the additional Damage, if any, sustained by such Owners, Occupiers, or other Persons by reason of such extended Powers having been granted as aforesaid.

Railways or
Parts thereof
to be opened
before 31st
Aug. 1855.

V. That the *Great Western Railway Company* shall be bound to open the said Railways or some Part thereof (which Portion shall be considered to be opened at the Request of the said *Great Western Railway Company*) on or before the Thirty-first Day of *August* One thousand eight hundred and fifty-five.

As to Works
on the Bir-
mingham
General
Cemetery
Company's
Lands.

VI. That in the Construction of the *Birmingham, Wolverhampton, and Dudley* Railway through the Lands of the *Birmingham General Cemetery Company* it shall not be lawful to deviate on the North-east Side of the Line of the *Birmingham, Wolverhampton, and Dudley* Railway as laid down in the Plans thereof mentioned or referred to in the *Birmingham, Wolverhampton, and Dudley* Railway Act, 1846, so as to take, use, or purchase any Lands belonging to the said Cemetery Company; except the Lands specified in a Notice given by the *Birmingham, Wolverhampton, and Dudley* Railway Company to the said Cemetery Company, bearing Date the Thirty-first Day of *December* One thousand eight hundred and forty-six, and which they are thereby required to take, without the Consent in Writing of the Trustees of the said Cemetery Company first had and obtained.

Certain
Works to be
executed ac-
cording to
deposited
Plans.

VII. And whereas Plans and Sections, describing the Direction and Levels of a proposed Branch or connecting Line of Railway for connecting the said *Oxford, Worcester, and Wolverhampton* Railway with the *Shrewsbury and Birmingham* Railway in the Parish and Township of *Wolverhampton* in the County of *Stafford*, and also amended Sections showing the Alterations proposed to be made in the Levels of the said *Birmingham, Wolverhampton, and Dudley* Railway in the Parish of *Wednesbury* in the County of *Stafford*, were deposited with the Clerk of the Peace for the County of *Stafford* on or before the Thirtieth Day of *November* last: Be it therefore enacted in manner following; that is to say, That it shall be lawful for the said *Great Western Railway Company* to make and maintain in the Line or Course or Situation and according to the Levels laid down and described in the Plans and Sections deposited as aforesaid, and in and upon the Lands described in the Books of Reference deposited therewith, and upon the same Gauges as the *Birmingham, Wolverhampton, and Dudley* Railway, the Line of Railway next herein-after mentioned, and to enter upon, take, and use all such of the said Lands

as

Great Western Railway (No. 2.)

as they may require for the Purpose of such Line of Railway; that is to say,

A Line of Railway commencing by a Junction with the Line of the *Oxford, Worcester, and Wolverhampton* Railway in a Field in the Parish of *Wolverhampton* numbered 13 on the Plans referred to in the *Oxford, Worcester, and Wolverhampton* Railway (Deviation) Act, 1848, and terminating by a Junction with the *Shrewsbury and Birmingham* Railway at or near a Field in the same Parish numbered 7 on the Plans referred to in the *Shrewsbury and Birmingham* Railway Act, 1846.

VIII. That it shall also be lawful for the said *Great Western* Railway Company to construct so much of the Line of the said *Birmingham, Wolverhampton, and Dudley* Railway within the said Parish of *Wednesbury* as is defined on the amended Section deposited as aforesaid according to the Levels described upon such last-mentioned Section.

Power to alter Levels of Part of Birmingham, Wolverhampton, and Dudley Railway.

IX. That the Lands Clauses Consolidation Act, 1845, and the Railways Clauses Consolidation Act, 1845, shall be incorporated with this Act, and shall be applicable to the Purchase of Lands and Execution of new Works by this Act authorized.

8 & 9 Vict. cc.18. and 20. incorporated with this Act.

X. The *Great Western* Railway Company shall permit the *Oxford, Worcester, and Wolverhampton* Railway Company to use and run over with their Engines and Carriages of every Description the Line of Railway hereby authorized to be made, and to use the Stations, Sidings, Side Lines, Watering Places, Booking and other Offices, Warehouses, and other Conveniences of the said *Great Western* Railway Company in connexion therewith, upon such Terms and Conditions and subject to such Regulations as may be agreed upon between the said Two Companies, or as, in case of Difference between them, shall be settled and determined by an Arbitrator to be appointed for that Purpose by the Board of Trade.

Oxford, Worcester, and Wolverhampton Railway Company to use the Line of Railway.

XI. That in the Construction of any Railway or Works which the *Great Western* Railway Company are by this Act empowered to construct or complete, the last-named Company shall, with regard to the crossing of the *Wednesfield Road*, be subject and liable to all the Provisions, Restrictions, and Regulations in the *Oxford, Worcester, and Wolverhampton* Railway Deviation Act, 1848, contained with reference to the crossing of that Road.

As to crossing of Wednesfield Road.

XII. That it shall not be lawful for the said *Birmingham, Wolverhampton, and Dudley* Railway Company or the said *Great Western* Railway Company not to take Property of South Staf-

[Local.]

23 R

Railway

Great Western Railway (No. 2.)

Staffordshire
Railway
Company.

Railway Company, or for any other Company or any Person, in execution of this or of the said recited Acts or any of them, either permanently or temporarily to enter upon, take, or use any of the Railways, Works, Lands, or Property of the *South Staffordshire* Railway Company, or which they, under any Act of the present or of any former Session, have the Right to purchase, or in any Manner to alter, vary, or interfere with the said *South Staffordshire* Railway, or any of the Works, Matters, or Things appertaining thereto, save only such Land or Property (if any) situate at *Great Bridge* or at *Wednesbury* which the said *Birmingham, Wolverhampton, and Dudley* Railway Company were, on the Third Day of *August* One thousand eight hundred and fifty-one, entitled to take compulsorily from the said *South Staffordshire* Railway Company by virtue of Notice to that Effect then given to such last-mentioned Company.

Saving
Rights of the
South Staf-
fordshire
Railway
Company.

XIII. That nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in or belonging to the said *South Staffordshire* Railway Company under or by virtue of any Act of the present or of any former Session, but all their Rights, Privileges, Powers, Franchises, and Authorities under the several Acts of Parliament relating to them are hereby expressly saved and reserved.

For Protec-
tion of the
Mines of
Mr. Davies.

XIV. That the *Birmingham, Wolverhampton, and Dudley* Railway shall be constructed through the Property in the Parish of *West Bromwich*, belonging to *William Izon*, so as not to deviate from the centre Line thereof as now laid out; and the Company shall from Time to Time make Compensation to *Thomas Davies* of the *Austins* in the Parish of *Handsworth* in the County of *Stafford*, Ironmaster, the present Lessee of the Mine of thick Coal under the said Property of the said *William Izon*, his Executors, Administrators, and Assigns, for all Loss or Injury done to or sustained by him or them from Time to Time by reason of the Execution or of the Maintenance of any of the Works of the said Railway; and if the Company and the said *Thomas Davies*, his Executors, Administrators, or Assigns, do not agree as to the Amount of such Compensation, the same shall be settled as in other Cases of disputed Compensation, under the Provisions contained in the "Lands Clauses Consolidation Act, 1845."

For Protec-
tion of the
Birmingham
Canal.

XV. And whereas the said Railway hereby authorized to be constructed is intended to be carried over the Canal of the Company of Proprietors of the *Birmingham Canal Navigations*, which Company is herein-after referred to as the *Birmingham Canal Company*, by a Bridge or Viaduct over the *Wolverhampton Locks* near *Gorsebrook* in the Parish of *Wolverhampton* in the County of *Stafford*: Be it enacted,

Great Western Railway (No. 2.)

enacted, That the said Railway Company shall and they are hereby required, at their own Expense, to build in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham Canal Company*, a good and substantial Bridge or Viaduct over the said Canal and the Towing-path and other Works thereof at the aforesaid Point where the said Railway is intended to be carried over the same Canal, as shown upon the said Plans so deposited as aforesaid, or within such limited Deviation therefrom as is herein-after authorized; and the clear Opening or Span of the Arch of such Bridge or Viaduct between the Walls or Abutments thereof shall be of such Width on the Square as shall be equal to and sufficient to clear and leave unobstructed at the Point of crossing the whole navigable Waterway of the Canal, and a Space of not less than Eight Feet wide for a Towing-path; and such Bridge or Viaduct shall have close Fences not less than Six Feet high above the Level of the Rails; and the Spring of the Arch or Socket 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 same Canal at the said Point of crossing, and the under Side of the Middle of the Arch shall not be less than Ten Feet above the High-water Level of the said Canal.

XVI. That the said Railway Company shall at all Times for ever after the said Bridge or Viaduct shall have been completed keep the same and every future Bridge or Viaduct to be erected or made in lieu thereof, (and which shall be at the same Place, in the like Direction, and of the like Dimensions, Capacity, and Materials as are herein-before severally mentioned,) together with all Works belonging to or connected therewith, in good and complete Repair; and in case of any Want of Repair to any such Bridge or Viaduct, or any Work belonging thereto or connected therewith, and whether such Want of Repair shall arise from the sinking of any such Bridge or Viaduct or any Part thereof, or from any other Cause whatsoever; 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 Reconstruction of the said Bridge or Viaduct which shall be out of repair 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 any such Bridge or Viaduct, and raise or rebuild or reconstruct the same, or such Part thereof as shall

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

Great Western Railway (No. 2.)

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

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

XVII. That it shall not be lawful for the said Railway Company or any Person, in execution of this Act, to alter the Course of the said Canals or any of them vested in the said *Birmingham Canal Company*, or to contract the Width of the same, or to contract the Width of the Towing-path thereof to a less Width than Eight Feet, or to obstruct the Course or Supply of the Water in or to the said Canals or any of them, or in any Manner to impede the Navigation thereof or Access thereto, or to injure any of the Works thereof; and that it shall not be lawful for the said Railway Company (except for the Purpose of crossing the same Canals) to take or interfere with the said Canals or any of the Property of the said *Birmingham Canal Company*, or to make any lateral Deviation from the Course or Direction of the said Railway hereby authorized to be made as delineated 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 of the said *Birmingham Canal Company* shall be taken, used, or damaged, without the Consent of the said *Birmingham Canal Company* under their Common Seal first had and obtained.

Provision in case of Obstruction.

XVIII. 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 by the State of Repair of any such Bridge or Viaduct as aforesaid, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canals, or any or either of them, or any other Works by this Act authorized to be constructed, or by any Act or Omission of the said Railway Company or any or either of their Agents or Servants, it shall happen that any of the said Canals or the Towing-paths thereof, or any or either of them, or the Works connected therewith, shall be so injured or obstructed that Boats or other Vessels using the same shall be impeded in their Passage along the said Canals or any or either

Great Western Railway (No. 2.)

either of them, or shall not be able to pass freely along the same, then and in any such Case the said Railway Company shall pay to the said *Birmingham Canal Company*, as or by way of ascertained Damages, the Sum of Three hundred Pounds for every Twenty-four Hours during which any such 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 said Railway Company, the said *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 on account of any Act or Default of the said Railway Company in respect of which the said Sum in the Nature of liquidated Damage 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.

XIX. Provided always, That, except so far as may be necessary for the Construction of the Railway and Works hereby authorized, 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 are or heretofore have been taken for the Use of the said *Birmingham Canal Navigations*, or which the said *Birmingham Canal Company* are by Law authorized and empowered to take for the Use of the said Canals or any or either of them, or to take away or obstruct or in any Manner impede the free Use of any Communication already made between the Water of the said Canals or any of them and any Steam Engine, or to take away or prejudice the Right of any Person to make such Communication, pursuant to the Provisions of the Acts of Parliament for regulating or otherwise relating to the said *Birmingham Canal Navigations*, or any of them.

XX. And whereas under and by virtue of the Acts relating to the Canals belonging to the said *Birmingham Canal Company*, or some of them, certain Powers are reserved to the Owners of Mines, Works, and Lands adjoining to the said Canals or some of them, or for the said Company, at the Request of such Owners, to form Cuts, Canals, Railways, or Roads, not exceeding a certain Length therein specified, in order to communicate with the said Canals: And whereas the said Railway by this Act authorized may intervene between the said Canals and some of the Mines, Works, or Lands of

[Local.]

23 S

Persons

The Springs,
&c. of Bir-
mingham
Canal Com-
pany pre-
served.

Railway
Company not
to obstruct
the Forma-
tion of
Branches
communi-
cating with
the Birming-
ham Canal.

Great Western Railway (No. 2.)

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 Purpose of carrying such Cuts, Canals, Railways, or Roads over, under, or across the said Railway: Be it therefore enacted, That in the event of any such Persons being desirous to make or to procure to be made any such Cuts, Canals, Railways, or Roads as aforesaid, to communicate with the said Canals or any of them, the said Railway Company shall afford all requisite and proper Facilities for the Formation thereof where necessary either over, under, 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 Costs, if any, 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.

Communica-
tions between
Canal and
Steam En-
gines not
to be ob-
structed.

XXI. And whereas the said Railway may also intervene between the said Canals, or some of them, and Lands on which Steam Engines may hereafter be erected, between which and the said Canals Communication 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 or permitting to be constructed, at the Expense of the Party requiring the same, 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.

Railway
Company not
to interfere
with the
Powers and
Rights of the
Birmingham
Canal Com-
pany.

XXII. Provided also, 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.

XXIII. That

Great Western Railway (No. 2.)

XXIII. That it shall be lawful for the said *Great Western Railway Company* to demand and receive in respect of the Use of the new Line of Railway by this Act authorized any Tolls and Charges not exceeding the Tolls and Charges which they are or may be authorized to demand and receive upon or in respect of the Use of the said *Birmingham, Wolverhampton, and Dudley Railway*.

Tolls, &c. on new Line of Railway.

XXIV. And whereas by the *Great Western Railway Amendment and Extensions Act, 1847*, it was provided that from and after the Transfer of the *Birmingham and Oxford Junction Railway* and of the *Birmingham, Wolverhampton, and Dudley Railway*, or any Part thereof, to the *Great Western Railway Company*, the Tolls and Charges on the *Great Western Railway* and the Branch Railways by that Act authorized to be made should be reduced as therein mentioned: Be it enacted, That from and after the Expiration of One Month after the Opening of the *Birmingham and Oxford Junction Railway* and *Birmingham, Wolverhampton, and Dudley Railway*, or any Part thereof, for the public Conveyance of Goods or Passengers, whether such Transfer shall then have been completed or not, it shall not be lawful for the *Great Western Railway Company* to demand or receive for the Use of the *Great Western Railway*, or the said Branch Railways or any other Railways to which the aforesaid Provisions for Reduction of Tolls or Charges may apply, in respect of Passengers, Cattle, or Goods, or for propelling Power, or for the Conveyance of Passengers, Cattle, or Goods, Articles, Matters, or Things along the said Railways, and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance as aforesaid (except Government Duty), any Rates, Tolls, or Charges exceeding those prescribed and authorized to be taken by the said *Great Western Railway Company* in "The *Great Western Railway (Amendment and Extensions) Act, 1847*."

Fixing Period for Reduction of Rates and Tolls to be taken on the *Great Western Railway*.

XXV. That all Works connected with the said *Birmingham, Wolverhampton, and Dudley Railway* which the said *Great Western Railway Company* are by this Act authorized to execute, shall, so long as the Works on the last-mentioned Railway are under the Control of a joint Committee, as provided by the recited Act of the 11th and 12th *Victoria*, Chapter 159, be executed under the Control and Superintendence of the said joint Committee.

New Works on *Birmingham, &c. Railway* to be executed under Committee provided for by 11 & 12 Vict. c. 159.

XXVI. That the Junction of the Railway hereby authorized with the *Oxford, Worcester, and Wolverhampton Railway*, and all the Works connected therewith, shall be made under the Direction and Superintendence of the Engineer for the Time being of the last-mentioned Company; and in the event of Dispute arising as to the

As to Junction with *Oxford, Worcester, and Wolverhampton Railway*.

Mode

Great Western Railway (No. 2.)

Mode of forming such Junction, the same shall be determined by the Board of Trade or any Umpire appointed by them; and that nothing in this Act contained shall extend to authorize the *Great Western Railway Company* to take or enter upon any of the Lands or Grounds now belonging to the *Oxford, Worcester, and Wolverhampton Railway Company*, or to alter or interfere with the last-named Company, or any of the Works thereof, further or otherwise than is hereby expressly provided, without the Consent in Writing of the same Company in every Instance for that Purpose first obtained: Provided always, that nothing in this Act contained shall extend to prejudice, diminish, or take away, further than is herein expressly authorized, any of the Rights, Privileges, Powers, or Authorities vested in the *Oxford, Worcester, and Wolverhampton Railway Company*

As to Communication with the Birmingham, Wolverhampton, and Stour Valley Railway.

XXVII. That the passing under the *Birmingham, Wolverhampton, and Stour Valley Railway* by the Line of Railway by this Act authorized to be made shall be by means of an Archway under the first-mentioned Railway, and all the Works connected therewith shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Birmingham, Wolverhampton, and Stour Valley Railway Company*.

Not to take Lands, &c. of the Birmingham, Wolverhampton, and Stour Valley Company without Consent.

XXVIII. That nothing in this Act contained shall extend to authorize or enable the *Great Western Railway Company* to take or enter upon any of the Lands or Grounds now belonging to the *Birmingham, Wolverhampton, and Stour Valley Railway Company*, or to alter, vary, or interfere with the *Birmingham, Wolverhampton, and Stour Valley Railway*, or any of the Works thereof, further or otherwise than is hereby expressly authorized for the Purpose of carrying the said Line of Railway by this Act authorized under the *Birmingham, Wolverhampton, and Stour Valley Railway* as aforesaid, without the Consent in Writing of the said Company in every Instance for that Purpose first had and obtained.

Saving Rights of the Birmingham, Wolverhampton, and Stour Valley Railway Company.

XXIX. Provided always, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away, further or otherwise than is herein expressly authorized, any of the Rights, Privileges, Powers, or Authorities vested in the *Birmingham, Wolverhampton, and Stour Valley Railway Company*.

Power to raise additional Capital by Creation of new Shares.

XXX. That it shall be lawful also for the said *Great Western Railway Company* to raise, by the Creation of new Shares, for the several Purposes herein-after mentioned, (that is to say,) for the Purpose of forming a Communication between the *Oxford, Worcester, and Wolverhampton Railway* and the *Shrewsbury and Birmingham Railway* by

Great Western Railway (No. 2.)

by means of a short Junction Line, to commence in the said Field numbered 13 in the Parish of *Wolverhampton*, and terminate by a Junction with the *Shrewsbury and Birmingham Railway* at or near a certain Field numbered, on the Plans referred to in "The *Shrewsbury and Birmingham Railway Act, 1846*," 7, in the Parish of *Wolverhampton*, and also for the Purpose of altering the Levels of a Portion of the Line of the *Birmingham, Wolverhampton, and Dudley Railway* in the Parish of *Wednesbury*, any Sum not exceeding the Sum of One hundred and twenty thousand Pounds; and when and so soon as the whole of such Sum shall have been subscribed for, and One Half of such Sum shall have been paid up, to raise on Mortgage of the Undertaking of the said *Great Western Railway* any Sum not exceeding Thirty-four thousand Pounds: Provided always, that all Mortgages created by the said Company before the passing of this Act shall have Priority over any Mortgages which may be issued by the said Company under the Provisions of this Act.

XXXI. That the several Provisions of the *Great Western Railway Act* of the 11 and 12 *Victoria*, Chapter 159, with reference to the Capital thereby authorized to be raised by Shares or the Money thereby authorized to be raised on Mortgage, shall apply also to the Capital by this Act authorized to be raised by Shares and to the Money by this Act authorized to be raised by Mortgage as last aforesaid.

Extending Provisions of former Acts as to Shares.

XXXII. That it shall be lawful for the said *Great Western Railway Company* to appropriate for and towards all or any of the Objects and Purposes of this Act any Sums of Money which they are authorized to raise, or which shall have been raised by them under the Provisions of any Act or Acts in force with relation to the said Company, and which may not be required for the Purposes to which they are by any such Act or Acts made specially applicable: Provided always, that this Act, or anything therein contained, shall not prejudice or affect any Preference or Priority in the Payment of Interest or fixed Dividend on any Share or Stock in the *Great Western Railway Company* created before the passing of this Act, or any Annuity or Annuities granted or resolved to be created or issued by the *Great Western Railway Company* before the passing of this Act, or confirmed by any Act, or otherwise subsisting at the Time of the passing of this Act, but that all such Interest and fixed Dividend on such Shares or Stock, and such Annuity or Annuities respectively, shall take Precedence of the yearly Sums herein-before mentioned as well as of the ordinary Shares or Stock of the *Great Western Railway Company* entitled to *pro ratâ* Dividends.

Power for *Great Western Railway Company* to apply their Corporate Funds to Purposes of this Act. Saving Rights of Preference Shareholders of *Great Western Railway Company*.

[Local.]

23 T

XXXIII. That

Great Western Railway (No. 2.)

Interest not
to be paid
on Calls
paid up.

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

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

XXXIV. That the said Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised for the Purposes of such Act or Acts, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament for the Time being in force may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any Railway or execute any other Work or Undertaking.

Railway sub-
ject to Pro-
visions of
certain exist-
ing Public
Acts.

XXXV. And whereas the following Public General Acts relating to Railways have been passed; that is to say, the 1 and 2 *Victoria*, Chapter 98., 3 and 4 *Victoria*, Chapter 97., 5 and 6 *Victoria*, Chapter 55., 7 and 8 *Victoria*, Chapter 85., 9 and 10 *Victoria*, Chapter 57., and 14 and 15 *Victoria*, Chapter 64.: Be it enacted, That nothing in this Act contained shall be held to exempt any of the Railways mentioned in this Act, or the said *Great Western Railway Company*, from the Provisions of the said several Acts respectively, but such Provisions shall be in force in respect to the said Railways and the said Company so far as the same are applicable thereto.

Railway not
exempt from
Provisions
of future
General
Acts.

XXXVI. That nothing herein contained shall be deemed or construed to exempt the said Company or the said Railways from the Provisions of any General Act relating to such Acts, or of any General Acts relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this or the recited Acts.

XXXVII. That

Great Western Railway (No. 2.)

XXXVII. That the Expenses, Costs, and Charges of preparing and passing this Act, and incidental thereto, shall be paid by the *Great Western Railway Company*. Expenses of Act.

Great Western Railway (No. 2.)

SCHEDULE referred to in the foregoing Act.

BIRMINGHAM AND OXFORD JUNCTION RAILWAY.

County of Warwick.

Name of Parish.	Number of the Property on the Plan of the Railway referred to in the Birmingham and Oxford Junction Railway Act, 1846.
Aston-juxta-Birmingham.	196.

BIRMINGHAM AND OXFORD JUNCTION RAILWAY.

(BIRMINGHAM EXTENSION.)

County of Warwick.

Name of Parish.	Number of the Property on the Plan of the Railway referred to in the Birmingham and Oxford Junction Railway (Birmingham Extension) Act, 1846.
Birmingham	1 a, 2, 3, 4, 5, 6, 7, 11, 13, 15, 32, 33, 34, 35, 36, 37, 42, 43, 45, 57, 59, 60, 61, 62 a, 63, 65, 66, 67, 68, 69, 69 a, 71, 72, 73, 74, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 124, 125, 238, 304, 305, 306, 307.

Great Western Railway (No. 2.)

BIRMINGHAM, WOLVERHAMPTON, AND DUDLEY RAILWAY.

County of Warwick.

Name of Parish.	Number of the Property on the Plan of the Railway referred to in the Birmingham, Wolverhampton, and Dudley Railway Act, 1846.
Birmingham	223 <i>d</i> , 230, 231, 232, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 296, 297, 298, 299, 300, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 321 <i>a</i> , 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 419 <i>a</i> , 420, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 431 <i>a</i> , 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 442 <i>a</i> , 443, 444, 445, 446, 447, 449, 545, 546, 547, 548, 550, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 566, 572, 573, 574, 575, 576, 577, 578, 579, 594, 597, 626, 635, 636, 637, 638, 639, 641, 642, 644, 645, 646, 655, 668, 669, 671, 672, 673, 685, 686, 686 <i>a</i> , 687, 688, 688 <i>a</i> , 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 741, 742 <i>a</i> , 750 <i>a</i> , 751, 752, 754 <i>a</i> , 755, 756, 757, 764, 764 <i>a</i> , 765, 766 <i>a</i> , 769 <i>a</i> , 770, 771, 772, 773, 774, 776, 776 <i>a</i> , 777, 784, 786, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 903, 904, 905, 905 <i>a</i> , 906, 1051, 1057, 1058, 1059, 1060, 1061, 1063, 1064.

Handsworth

48.

County of Stafford.

Westbromwich

11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 27, 28, 29, 30, 164, 165, 167, 169, 170, 171, 173, 175, 176, 177, 178, 179, 180, 181, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 197, 202, 203, 206, 207, 208, 210, 211, 212, 213, 214, 218, 219, 220, 222, 223, 228, 238, 239, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 256, 257, 258, 259, 260, 261, 269, 270, 271, 272, 273, 274, 275, 277, 278, 279, 280, 281, 282, 283, 284, 285, 287, 287 *a*, 295, 318, 319, 320, 321, 323, 326, 328, 467, 468, 473, 474, 476, 478, 479, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 506, 507, 508, 514, 515, 516, 517, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533.

[Local.]

23 U

*Great Western Railway (No. 2.)**County of Stafford—(continued).*

Name of Parish.	Number of the Property on the Plan of the Railway referred to in the Birmingham, Wolverhampton, and Dudley Railway Act, 1846.
Tipton - -	1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 13 ^a , 14, 15, 16, 17, 17 ^a , 18, 19, 20, 21, 22, 22 ^a , 23, 24, 25, 27, 28, 29, 30, 31, 32, 32 ^a , 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 53, 54, 55, 56, 57, 199.
Sedgley - -	1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38.
Wolverhampton (Township of Bilston).	1, 3, 4, 5, 7, 8, 9, 11, 16, 17, 22, 23, 24, 25, 26, 27, 28, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 50, 53, 54, 55, 56, 60, 63, 64, 65, 66, 67, 68, 69, 70, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 95, 96, 97, 98, 99, 109, 110, 112, 113, 114, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 157, 158, 159, 160, 161, 163, 165, 166, 173, 182, 185, 186, 190, 191, 192, 195, 197, 201.

County of Warwick.

Name of Parish.	Number of the Property on the Plan of the Railway referred to in the Birmingham, Wolverhampton, and Dudley Railway Amendment Act, 1847.
Birmingham -	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 81 ^a , 82, 83, 84, 85, 86, 87, 89, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1852.

