



*The Cannock Mineral Railway Act, 1855.*11 & 12 Vict.  
c. 3.

hundred and thirty-three thousand three hundred Pounds: And whereas the Time limited by such Act for the compulsory Purchase of Lands for the Purposes of the Undertaking would have expired on the Second Day of *July* One thousand eight hundred and fifty, and the Time limited by such Act for the Completion of the Railway would have expired on the Second Day of *July* One thousand eight hundred and fifty-four, but the Commissioners of Railways, by virtue of an Act passed in the Eleventh and Twelfth Years of the Reign of Her Majesty, intituled *An Act to give further Time for making certain Railways*, granted to the Company an Extension of the Time for the compulsory Purchase of Lands until the Second Day of *July* One thousand eight hundred and fifty-two, and an Extension of the Time for the Completion of the Railway until the Second Day of *July* One thousand eight hundred and fifty-six: And whereas, prior to the Expiration of such extended Period for the compulsory Purchase of Lands, the Company purchased or contracted to purchase the Lands required for so much of the authorized Railway as lay between its intended Commencement at *Cannock* and its intended Junction with the *Trent Valley* Line, and have executed certain Works on such Portion of their Railway and have otherwise proceeded in the Execution of their Powers so far as relates to that Portion: And whereas the Company have not exercised any of the Powers of the Act of 1847 with respect to that Portion of their intended Railway which lies North-east of the *Trent Valley* Line of the *London and North-western* Railway, and having reference to the pecuniary Circumstances of the Company it is advisable that such Portion should be abandoned: And whereas it is expedient that the Company be empowered, as by this Act authorized, to make a Deviation and Extension of such first-mentioned Portion of their Railway, so as to form a Junction at *Cannock* with the Branch Railway from the *South Staffordshire* Railway to *Cannock*, authorized by "The *South Staffordshire* Railway Act, 1854," whereby a continuous Line of Railway Communication may be obtained from the *Trent Valley* Line of the *London and North-western* Railway at *Rugeley* through the Mineral District of *Cannock* to *Walsall* and other Manufacturing Districts of *South Staffordshire*: And whereas the Estimate of the Cost of the whole of the Works authorized by the Act of 1847 was Four hundred thousand Pounds, and the Estimate of the Cost of the Portions intended to be abandoned is Two hundred and ninety-two thousand five hundred Pounds, and the Estimate of the Cost of the new Works by this Act authorized is Sixteen thousand seven hundred and fifty Pounds: And whereas the Company have raised and expended, under the Powers of their Act, Thirty-four thousand nine hundred and eighty-three Pounds or thereabouts, and Claims against the Company to the Amount of Seven thousand four hundred and fifty-three Pounds or thereabouts are now outstanding, and a

Sum

*The Cannock Mineral Railway Act, 1855.*

Sum not exceeding One hundred and ten thousand Pounds will be required for the Completion of the Undertaking: And whereas the Number of existing Shares in the Company has been reduced by numerous Forfeitures to Seven thousand nine hundred and eighty-nine: And whereas the making and completing of the Railway and Works by this Act authorized to be maintained by the Company, and the Discharge of the Liabilities of the Company, will be amply provided for by a Share Capital of One hundred and sixty thousand Pounds, and it is expedient that the Capital of the Company be reduced accordingly: And whereas it is expedient that the Power to sell, lease, or amalgamate the Undertaking of the Company to or with the *London and North-western* Railway Company contained in the Act of 1847 should be re-enacted in this Act, and that the Company should be enabled to lease their Undertaking to *John Robinson McClean*, the Lessee of the *South Staffordshire* Railway: And whereas it is expedient that the corporate Name of the Company be changed, and that the several other Powers of this Act be conferred on the Company: And whereas it is expedient, in order to avoid the Inconvenience arising from more than One Special Act relating to the same Undertaking being in force at the same Time, that "the Act of 1847" be repealed: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

I. That in citing or referring to this Act for any Purpose, it shall be sufficient to use the Expression "The *Cannock Mineral* Railway Act, 1855." Short Title.

II. That in this Act the Expression "the Company" shall mean "The *Cannock Mineral* Railway Company remaining incorporated under the Provisions of this Act." "The Company."

III. That from and after the passing of this Act, the Act of 1847 shall be and is hereby repealed. Recited Act repealed.

IV. That, notwithstanding such Repeal, the Company thereby incorporated shall, for the Purposes of this Act, remain as from the passing of the Act of 1847, and continue incorporated by the Name of "The *Cannock Mineral* Railway Company," instead of by the Name of "The *Derbyshire, Staffordshire, and Worcestershire Junction* Railway," and by such new Name shall continue to be and shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall Company to continue incorporated under new Title.

*The Cannock Mineral Railway Act, 1855.*

shall have Power to make, complete, and maintain the Railways herein-after described, with proper Stations, Works, and Conveniences connected therewith, according to the Provisions of this Act and the Acts incorporated herewith, and for other the Purposes of this Act; and shall have Power to purchase and take, hold and dispose of Lands and other Property for the Purposes and within the Restrictions of this Act and of the Acts incorporated herewith.

Continuance  
of Liabilities  
under re-  
pealed Act.

V. Provided always, That, notwithstanding such Repeal of the Act of 1847, and such Change of Name, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done or suffered under the Act of 1847 shall be as valid as if that Act were not repealed, and the Repeal thereof and this Act respectively shall accordingly be subject and without Prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Act of 1847 were not repealed, and such Change of Name had not been effected, and this Act were not passed, would be incident to or consequent on any and every thing so done or suffered; and with respect to all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents and Purposes represent the Company incorporated by the Act of 1847: Provided always, that the Generality of this Enactment shall not be restrained by any special or more restrictive Saving Clause in this Act.

Company  
to remain  
entitled to  
Property.

VI. That, notwithstanding such Repeal and Change of Name, the Company shall remain and be seised and possessed of and entitled to all the Works and Conveniences, Lands and Buildings, Estates and Moneys, and all Rights, Claims, Easements, Interests, and Privileges, and all Goods, Chattels and Effects, Bonds, Deeds, Books, Writings, and other Real and Personal Estate, and all Claims and Demands whatever, of or to which the Company at the Time of the passing of this Act, by virtue of the Act of 1847 or otherwise howsoever, were, immediately before the passing of this Act, seised or possessed of or in any Manner entitled to at Law or in Equity, or otherwise howsoever, with the Appurtenances, as fully and effectually to all Intents and for all Purposes as the Company were or would have been seised or possessed of or entitled to if this Act had not passed.

Company  
entitled to  
Powers un-  
der other  
Acts.

VII. That, notwithstanding such Repeal and Change of Name, the several Clauses and Provisions whatsoever relating to the Company, respectively contained in any Act or Acts (other than the Act of 1847), and which immediately before the passing of this Act are in force, shall continue and be in full force accordingly; and the Company, and their Directors, Officers, and Servants, may and shall accordingly, and for the Purposes of this Act, be entitled to, and have,  
exercise,

*The Cannock Mineral Railway Act, 1855.*

exercise, enjoy, and be subject to, under or by virtue of those Clauses and Provisions respectively, all such Rights, Interests, Powers, Authorities, Privileges, Obligations, and Liabilities whatsoever, as if this Act had not passed.

VIII. That, notwithstanding such Repeal and Change of Name, all Purchases, Sales, Conveyances, Assurances, Demises, Grants, Leases, Mortgages, Bonds, Covenants, Agreements, Contracts, and Securities, and all Notices, Proceedings, Warrants, Calls, and other Acts and Things, before the passing of this Act made, entered into, given, executed, or instituted under or by virtue of the Act of 1847, or with reference to the Purposes of the same, shall be as good, valid, and effectual, to all Intents and Purposes whatsoever, for, against, with reference to, or in favour of the Company, as if this Act had not passed, and may be proceeded on and enforced accordingly.

Conveyances, &c. to remain in force.

IX. That nothing in this Act contained shall extend in any way to defeat, affect, or prejudice any Rights, Privileges, Liberties, Powers, Easements, Accommodations, or Exemptions not herein-after specified and reserved, or not otherwise expressly provided for by this Act, to which any Persons or Corporations whose Estates, Properties, or Interests are, have been, or may be in anywise affected in or by the making, completing, or maintaining, or otherwise on account of the Railways and Works by the Act of 1847 authorized, are or may be, or, but for the Repeal of the same Act by this Act effected, would have been otherwise entitled under or by virtue of such Act, and which Rights, Privileges, Liberties, Powers, Easements, Accommodations, or Exemptions were or might have been subsisting or capable of being exercised at the Time of the passing of this Act or at any Time thereafter in respect of Matters done or omitted before the passing of this Act, but (except where otherwise provided for by this Act) all such Rights, Privileges, Liberties, Powers, Easements, Accommodations, and Exemptions shall be as valid and effectual as if this Act had not been passed, and such several Persons and Corporations shall be entitled to, and shall have, use, and enjoy the same as fully and effectually as if this Act had not been passed, and shall and may have and be entitled to such or the like Powers and Remedies, with reference to and against the Company, for securing the Possession, Use, and Enjoyment of such Rights, Privileges, Easements, Accommodations, and Exemptions as under the Provisions of the Act of 1847 they had, or were or might have been entitled to, against the Company in case this Act had not passed; and all such Penalties, Damages, Moneys, Costs, and Expenses as under the Provisions of the Act of 1847 would or might hereafter have become payable to or recoverable by such Persons and Corporations of and from the Company in case this Act had not been passed, shall and may be payable

General saving of Rights.

[*Local.*]

36 K

by

*The Cannock Mineral Railway Act, 1855.*

by and recoverable from the Company in such Manner and by such Ways and Means (except when they shall be otherwise provided for by this Act) as the same were respectively payable and recoverable immediately before the passing of this Act under the Provisions of the Act of 1847.

Actions, &c.  
not to abate.

X. That, notwithstanding the Repeal of the Act of 1847 and such Change of Name, any Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against the Company before the passing of this Act shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take Effect both in favour of and against the Company in like Manner to all Intents as if this Act had not passed.

Transfer of  
Shares, &c.  
to remain in  
force.

XI. That all Sales, Transfers, Negotiations, and Dispositions executed before the passing of this Act of any Share in the Joint Stock of the Company shall remain in full Force and be available in the same Manner as if the same had been made under the Powers of this Act; and all Books and other Documents by the Act of 1847 directed or authorized to be kept, and which if this Act had not passed would have been admissible in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere accordingly.

Debts due to  
and by the  
Company to  
be paid to  
and by them.

XII. That all Persons who immediately before the passing of this Act owed any Sum of Money to the Company or to any Person on their Behalf shall pay the same, with all Interest (if any) due to or to accrue due for the same, to the Company, and all Debts, Remunerations, Charges, and Money which before the passing of this Act were due or owing by or recoverable from the Company, or for the Payment of which the Company was or but for this Act would have been liable, shall be paid with all Interest (if any) due or to become due thereon, by or be recoverable from the Company.

Moneys be-  
longing to  
incapacitated  
Persons to  
be applied  
according to  
Provisions  
of Acts un-  
der which  
Purchases  
were made.

XIII. That in all Cases in which, under the Provisions of the Act of 1847, any Sum of Money has already been paid into the Bank of *England* or to any Trustee or Trustees on account of the Purchase of any Land, or any Interest therein, or for any Compensation or Satisfaction, or on any other Account, such Sum, or the Stocks, Funds, or Securities upon which the same has been or shall be invested, either by the Order of the Court of Exchequer or the Court of Chancery or otherwise howsoever, and the Interest, Dividends, and annual Produce thereof, shall be applied and disposed of pursuant to the Act or Acts under which the same has been so paid into the Bank of *England* or to such Trustee or Trustees as aforesaid, or pursuant to the Act or Acts under which the same would have been applied and disposed of if this Act had not passed; and all the Clauses, Provisions, Powers,  
and

*The Cannock Mineral Railway Act, 1855.*

and Authorities contained in such Act or Acts respectively, in relation to such Moneys, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, shall for the Purposes of this Act remain in full Force, and shall be construed and taken as if the Company were named in such Act or Acts instead of the Company incorporated by the Act of 1847.

XIV. That all Arbitrators, Umpires, Valuers, Surveyors, and all Auditors, Officers, Clerks, Servants, and Nominees whatsoever, appointed by or for or relating to the Company at the Time of the passing of this Act shall continue in and hold their respective Appointments, Offices, and Employments, according to the Terms and Exigencies thereof, until the Determination thereof, or until their Removal therefrom by the Company, or otherwise, in due Course of Law; and all such Arbitrators, Umpires, Valuers, Surveyors, Auditors, Officers, Clerks, Servants, and Nominees shall have the same Duties, Powers, Privileges, and Advantages, and shall be liable to the same Responsibilities, Penalties, Obligations, Restrictions, and Regulations, as if they had been appointed under this Act; and all Acts, Matters, and Things made, done, and permitted by them respectively, in their respective Appointments, Offices, and Employments before the passing of this Act, shall be as good, valid, and effectual, to all Intents and Purposes, and have reference to the Company, in like Manner and to the like Extent as they would have been good, valid, and effectual, and had reference to the Company if this Act had not been passed.

Present  
Officers, &c.  
continued.

XV. That all Officers and Persons who on the passing of this Act have in their Possession or under their Control any Money, Books, Documents, Papers, Writings, or any Effects under or by virtue of the Act of 1847, shall account for and deliver up all such Money, Books, Documents, Papers, Writings, and other Effects to the Company, or to such Person as they shall appoint to receive the same, in the same Manner as such Officers or Persons would have been liable to account for and deliver up the same if this Act had not been passed.

Officers un-  
der repealed  
Act to ac-  
count.

XVI. That "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," are incorporated with this Act, save so far as the Provisions thereof may be expressly varied or excepted by this Act.

8 & 9 Vict.  
cc. 16. 18.  
& 20. incor-  
porated.

XVII. That the Capital of the Company shall be One hundred and sixty thousand Pounds, divided into Sixteen thousand Shares of Ten Pounds each.

Capital.

XVIII. That

*The Cannock Mineral Railway Act, 1855.*

Calls.

XVIII. That Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months Notice at the least shall be the Interval between the successive Calls.

Proprietors of Shares in old Company to be entitled to new Shares.

XIX. That, subject to the Provisions herein-after contained, every Person and Corporation who at the Time of the passing of this Act shall be the Proprietor of One or more Shares in the Company incorporated by the Act of 1847, shall be entitled for each such Share to Two Shares in the Capital of the Company of the nominal Value of Ten Pounds each, and such substituted Shares are upon the passing of this Act vested in such Persons and Corporations accordingly.

Such Shares to be subject to same Trusts as former Shares.

XX. That all Persons and Corporations in whom any of such substituted Shares shall be vested as aforesaid shall stand and be possessed thereof upon the same Trusts, and subject to the same Powers, Provisions, Declarations and Agreements, Charges and Incumbrances, and (subject to the Provisions of this Act) to the same Payments for Calls, or otherwise, upon or to which the Share or Shares in the Capital of the Company in respect of which such substituted Shares are so vested were liable and subject immediately before the passing of this Act, and so as to give effect to and not revoke any Will or other testamentary or other Instrument disposing of or affecting such Share or Shares.

Company to issue new Certificates of Shares.

XXI. That from and after the passing of this Act the Certificates of Shares in the Company incorporated by the Act of 1847 shall not be available as Certificates of Shares in the Company incorporated by this Act, but the Company shall, upon the Demand of any Holder of a Certificate issued under the Authority of the Act of 1847, give to such Holder (without making any Charge for so doing) Certificates of Two Shares in the Company of the nominal Value of Ten Pounds each in lieu of the Certificate of such old Share, upon his delivering up that Certificate and paying to the Company such a Sum of Money as will make each such new Share stand in the Books of the Company as paid up to the Extent of Three Pounds, and (in addition) such a Sum of Money as would have been chargeable to such Holder as Interest upon unpaid Calls under the Provisions of the Act of 1847 if this Act had not passed.

Notice that new Certificates are to be taken up to be given to Shareholders, and Shares of

XXII. That within Three Months after the passing of this Act the Company shall give Notice to each Shareholder of the last preceding Enactment and of this Enactment, and if within One Month after the Service of such Notice any Shareholder fail to pay in respect of any old Share held by him the Sum of Money which would entitle him to his Certificates of new Shares under the last preceding Enactment, the Com-  
pany

*The Cannock Mineral Railway Act, 1855.*

pany may, by a Resolution of any General Meeting specially convened for the Purpose, declare that the Right and Interest of such Shareholder in such old Share has been forfeited, and, notwithstanding anything contained in this Act, such Right and Interest shall thenceforth absolutely cease and determine, and such Share shall be vested in and may be cancelled by the Company; or the Company may sue such Shareholder for all Calls and Interest thereon due to the Company in respect of such old Share before the passing of this Act, and may proceed for the Recovery of such Calls and Interest, and to the Forfeiture and Sale of such old Share, as if such Calls and Interest had become payable to the Company under this Act.

Defaulters may be forfeited.

XXIII. That instead of proceeding to forfeit any Shares in respect of which Calls are or may hereafter be in arrear, it shall be lawful for the Directors, in any Case where in their Opinion any Shares if sold would not produce a sufficient Sum to discharge the Arrears of the Calls thereon, (with the Authority of a General Meeting of the Company specially convened for the Purpose,) to agree with the Proprietor of such Shares for the Surrender of the same to the Company on such Terms as the Directors shall think fit, and after such Surrender, which shall be made by Deed under the Hand and Seal of the Proprietor, setting forth truly the Terms of such Surrender, and duly stamped, the Shares so surrendered shall vest in the Company, and the Company may cancel the same.

Power to Directors to agree with Shareholders in arrear for an Assignment of their Shares instead of forfeiting the same.

XXIV. That it shall be lawful for the Company, in lieu of any Shares which may be cancelled by them under the foregoing Provisions, to issue so many Shares, and of such nominal Amount as they may think fit, in lieu of the Shares so cancelled, provided the Capital to be represented by such new Shares do not on the whole exceed the Capital represented by the unpaid Portion of the Shares which shall be so cancelled.

Company may issue new Shares in lieu of those cancelled.

XXV. That all Shares in the Company which at the Time of the passing of this Act have been forfeited, and the Forfeiture of which has been confirmed, and which have not been sold by the Company, shall on the passing of this Act be cancelled, and the same are hereby merged in the Company; and all Rights, Claims, or Demands in respect thereof of the several Persons who at the Time of such Forfeiture were the Proprietors of such Shares shall be and are hereby absolutely extinguished.

Forfeited Shares cancelled.

XXVI. That in lieu of the Power of borrowing on Mortgage or Bond given to the Company by the Act of 1847, it shall be lawful for the Company to borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of Forty thousand Pounds, but no

Power to borrow on Mortgage.

*The Cannock Mineral Railway Act, 1855.*

Part of such Sum shall be borrowed until the whole of the said Capital Sum of One hundred and sixty thousand Pounds shall have been subscribed for, and One Half thereof shall have been paid up.

Application of Moneys.

XXVII. That all and every Part of the Moneys so to be raised by Shares or borrowed on Mortgage or Bond shall be applied, firstly, in Payment of the several Debts, Remunerations, Charges, and Money herein-before mentioned, which before the passing of this Act were due or owing by or recoverable from the Company incorporated by the Act of 1847; and the Residue of such Moneys shall be applied only in carrying into execution the Objects and Purposes of this Act.

First Ordinary Meeting of the Company.

XXVIII. That the First Ordinary Meeting of the Company under this Act shall be held within Three Months after the passing thereof.

Directors and their Qualification.

XXIX. That, subject to the Provisions of this Act, the Number of Directors shall be Nine, and the Qualification of a Director shall be the Possession in his own Right of Twenty-five Shares in the Undertaking.

Power to vary the Number of Directors.

XXX. That it shall be lawful for the Company from Time to Time to reduce the Number of Directors of the Company, but the whole Number of Directors after such Reduction shall not be less than Six.

Directors to continue in Office.

XXXI. That the several Persons who at the passing of this Act are the Directors of the Company shall continue to be the Directors of the Company until the First Ordinary Meeting of the Company under this Act.

First Directors under this Act.

XXXII. That at the First Ordinary Meeting of the Company after the passing of this Act the Company shall appoint any Number of Persons, not being more than Nine nor less than Six, to be the First Directors of the Company under this Act; and at the First Ordinary Meeting of the Company in the Year One thousand eight hundred and fifty-six the same Proceedings may be had and taken as if such Directors had been named and appointed in and by this Act, and thenceforward the Election and Retirement of the Directors shall be according to the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845."

Quorum of Directors.

XXXIII. That a Quorum of a Meeting of Directors shall be Three.

XXXIV. That

*The Cannock Mineral Railway Act, 1855.*

XXXIV. That the Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be a Newspaper published in the County of *Stafford*. Newspaper for Advertisements.

XXXV. And whereas Plans and Sections of the Railway authorized to be made by the Act of 1847 (herein-after called the "original Railway"), showing the intended Lines and Levels thereof respectively, and also a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands through which the same was intended to pass, were in the Month of *November* One thousand eight hundred and forty-six deposited with the Clerk of the Peace of the County of *Stafford*: Be it enacted, That, subject to the Provisions and Powers of Deviation, Abandonment, and Alteration affecting such Railway in this Act contained, it shall be lawful for the Company to make or complete and maintain such original Railway, with all proper Works and Conveniences in connexion therewith, in the Line and Situation delineated on those Plans, and upon the Lands described in those Plans and in that Book of Reference, and according to the Levels shown on those Sections. Company empowered to make original Railway, but subject to Provisions of this Act.

XXXVI. And whereas Plans and Sections, showing the Lines and Levels of the Deviation and Extension of the original Railway intended to be authorized by this Act (and which Deviation and Extension is herein-after called the "Extension Railway") with a Book of Reference thereto, containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands in or through which the same is intended to pass, were in the Month of *November* last deposited with the Clerk of the Peace for the County of *Stafford*: Be it enacted, That, subject to the Provisions of this Act, the Company may make and maintain such Extension Railway, with all proper Works and Conveniences in connexion therewith, in the Line and Situation delineated on those Plans, and upon the Lands described upon those Plans and in that Book of Reference, and according to the Levels shown on those Sections, and may enter upon, take, and use such of those Lands as shall be necessary for those Purposes. Power to make Extension Railway.

XXXVII. That the Company shall abandon and relinquish the Construction of so much of the original Railway as lies North or North-east of the *Trent Valley* Line of the *London and North-western* Railway; that is to say, so much of the original Railway as was proposed to extend from the *Rugeley* Station of the *Trent Valley* Line, in the Parish of *Colton* in the County of *Stafford*, to *Uttoxeter*, and shall also abandon and relinquish the Construction of so much of the original Railway as was proposed to extend from *Cannock Mill*, Company to abandon Portion of originally authorized Railway.  
or

*The Cannock Mineral Railway Act, 1855.*

or a Point near thereto, in the Parish of *Cannock*, at a Road numbered 154 in that Parish on the Plans so deposited in the Year One thousand eight hundred and forty-six, to a Field in the same Parish, numbered 193, in that Parish on those Plans.

Compensation to be made in certain Cases.

XXXVIII. That in any Case where, before the passing of this Act, any Contract hath been entered into or Notice given by the Company for purchasing any Lands which the Company were by the repealed Act empowered to purchase for the Purpose of constructing the Portions of the original Railway by this Act authorized to be abandoned, the Company shall make to the Owners and Occupiers of and other Parties interested in such Lands, full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such Purchase not being completed pursuant to such Contract or Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided also, that the Authority hereby given for abandoning the Formation of such Portions of the original Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been sustained by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing and boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway, pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

Definition of Undertaking of the Company.

XXXIX. That the Undertaking of the Company as altered and defined by this Act shall accordingly be a Railway, which shall commence by a Junction with the Line of the intended Branch Railway from the *South Staffordshire* Railway to *Cannock*, authorized by "The *South Staffordshire* Railway Act, 1854," in a certain Field, numbered 145, in the Parish of *Cannock* on the Plans of that Branch Railway deposited with the Clerk of the Peace of the County of *Stafford* in the Month of *November* One thousand eight hundred and fifty-three, and thence passing through the Parishes, Townships, and Extra-parochial Places of *Cannock*, *Rugeley*, *Colton*, *Blithfield*, and *Kingston* otherwise *Kinson*, all in the County of *Stafford*, and shall terminate by a Junction with the *Trent Valley* Line of the *London and North-western* Railway at or near the *Rugeley* Station in the said Parish of *Colton*, together with all proper Works and Conveniences in connexion therewith.

XL. That

*The Cannock Mineral Railway Act, 1855.*

XL. That (except for the Purpose of acquiring Lands in respect of which Notices for the compulsory Purchase thereof have been duly given by the Company, and for completing Contracts for the Purchase of Lands entered into by the Company,) the Company shall not have or exercise any Power for purchasing or taking Lands by Compulsion for the Purpose of the original Railway, and the Powers of the Company for the compulsory Purchase of Lands for the Extension Railway shall not be exercised after the Expiration of One Year from the passing of this Act.

Powers for compulsory Purchases of Lands limited.

XLI. That the Railway by this Act constituted the Undertaking of the Company shall be completed on or before the Second Day of *June* One thousand eight hundred and fifty-seven, and upon the Expiration of such Period all the Powers by this Act granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall be then completed.

Limit of Time for the Completion of Works.

XLII. That, subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained, in reference to the crossing of Roads on a Level, it shall be lawful for the Company in the Construction of the Railway to carry the same on the Level across the Road numbered on the Plans so deposited in the Month of *November* One thousand eight hundred and forty-six 76, in the Parish of *Rugeley*, and the Inclination of such Road where altered, shall be not more than One Foot in Thirty Feet.

Power to carry Railway across a certain Road on a Level.

XLIII. That the Company shall erect and permanently maintain either a Station or Lodge at the Points where the Railway crosses the before-mentioned Road on the Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times 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 Rule or Regulation 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 Points of crossing and abide by Rules, &c. of the Board of Trade.

XLIV. That it shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the Public Safety, at any Time hereafter to require the Company, within such Time as the said Board shall direct, and at the Expense of the Company, to carry the said

Board of Trade may require Bridge in lieu of level Crossing.

[*Local.*]

36 M

Road

*The Cannock Mineral Railway Act, 1855.*

Road either over or under the Railway, by means of a Bridge or Arch in lieu of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Board best adapted for removing or diminishing the Danger arising from such level Crossing: Provided always, that whenever the Road shall be so carried either under or over the Railway, it shall not be necessary for the Company to erect or maintain any Station or Lodge at the Points where such Road may be crossed, or to appoint any Person to watch or superintend the Crossing thereat, nor shall they be liable to any of the aforesaid Penalties for failing to do so.

Lands for extraordinary Purposes.

XLV. That it shall be lawful for the Company to purchase any Quantity of Land for extraordinary Purposes not exceeding in the whole Ten Acres.

Communications with South Staffordshire Railway to be effected to Satisfaction of their Engineer.

XLVI. That it shall be lawful for the Company to form a Junction or Junctions with the Branch of the *South Staffordshire* Railway authorized by "The *South Staffordshire* Railway Act, 1853," as shown upon the Plans deposited by the Company in the Month of *November* last, and at no other Point without the Consent in Writing of the *South Staffordshire* Railway Company under their Common Seal: Provided always, that any Communication between the Railway and the *South Staffordshire* Railway shall be effected in a substantial and workmanlike Manner, by means of Connexion Rails and Points of the Construction most approved, laid in the Manner most approved, and to the reasonable Satisfaction of the Engineer for the Time being of the *South Staffordshire* Railway Company.

Communications with South Staffordshire Railway to be made at Expense of Company.

XLVII. That the Expense of any such Communications with the *South Staffordshire* Railway, and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, shall be borne and paid by the Company, and that all such Communications, Openings, 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 reasonable Satisfaction of the Engineer for the Time being of the *South Staffordshire* Railway, 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 *South Staffordshire* Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same.

Land of the South Staffordshire Railway

XLVIII. That, notwithstanding anything in this Act contained to the contrary, it shall not be lawful for the Company, for or in execution of this Act, to enter upon, take, or use any of the Land or Property

*The Cannock Mineral Railway Act, 1855.*

Property of the *South Staffordshire* Railway Company, or which they may be authorized to purchase under any Act of the present or of the last Session of Parliament, or in any Manner to alter, vary, or interfere with the *South Staffordshire* Railway or any of the Works appertaining thereto, save only for the Purpose of effecting the Junction hereby authorized in manner aforesaid and not otherwise.

Company  
not to be  
taken.

XLIX. That (except as hereby 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, Powers, or Authorities of or vested in or belonging to the *South Staffordshire* Railway Company, but all their Rights, Powers, and Authorities (under the Authority of Parliament or otherwise) are hereby expressly saved and reserved.

Saving  
Rights of  
South Staf-  
fordshire  
Railway  
Company.

L. That it shall be lawful for the Company to form a Junction or Junctions with the *Trent Valley* Line of the *London and North-western* Railway, as shown on the Parliamentary Plans and Sections of the original Railway so deposited in the Month of *November* One thousand eight hundred and forty-six, and at no other Points without the Consent of the *London and North-western* Railway Company under their Common Seal: Provided always, that the Communications between the Railway and the *Trent Valley* Line of the *London and North-western* Railway shall be effected in a substantial and workmanlike Manner, by means of Connexion Rails and Points of the Construction most approved, laid in the Manner most approved, and to the reasonable Satisfaction of the Engineer for the Time being of the *London and North-western* Railway Company.

Communica-  
tions with  
*Trent Valley*  
Railway to  
be effected  
to Satisfac-  
tion of their  
Engineer.

LI. That the Expense of the Communications hereby authorized with the *Trent Valley* Line of the *London and North-western* Railway, and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, shall be borne and paid by the Company, and that all such Communications, Openings, and Works shall not only be in the first instance made and done, but shall also from Time to Time be amended, repaired, and maintained to the reasonable Satisfaction of the Engineer for the Time being of the *London and North-western* Railway 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 *Trent Valley* Line of the *London and North-western* Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same.

Communica-  
tions with  
*Trent Valley*  
Railway to  
be made at  
Expense of  
Company.

LII. That, notwithstanding anything in this Act contained to the contrary, it shall not be lawful for the Company for or in execution

Lands of the  
*London and*  
*North-west-*  
of

*The Cannock Mineral Railway Act, 1855.*

ern Railway  
Company  
not to be  
taken.

of this Act to enter upon, take, or use any of the Lands or Property of the *London and North-western* Railway Company, or in any Manner to alter, vary, or interfere with the *Trent Valley* Line of the *London and North-western* Railway, or any of the Works appertaining thereto, save only for the Purpose of effecting the Junction therewith hereby authorized in Manner and at the Points aforesaid, and not otherwise at any other Points.

Saving  
Rights of  
London and  
North-west-  
ern Railway  
Company.

LIII. Provided also, That nothing in this Act contained shall extend or be construed to extend, prejudice, diminish, or alter or take away any of the Rights, Powers, or Authorities vested in the *London and North-western* Railway Company in or by all or any of the several Acts of Parliament now in force relating to that Company, or their Railway or Railways, except as is expressly enacted by this Act.

Not to de-  
viate from  
the Line  
laid down in  
deposited  
Plan through  
the Marquess  
of Angle-  
sey's Land  
in Rugeley.

LIV. That in the Formation of the Railway through *Cannock Chase* and other Lands of the Most Noble *Henry* Marquess of *Anglesey*, his Heirs, Successors, or Assigns, situate in the Parish of *Rugeley*, it shall not be lawful for the Company to deviate from the Centre Line of the Railway as laid down in the Plans so deposited in the Month of *November* One thousand eight hundred and forty-six and in the Month of *November* last, without the Licence and Consent of the said Marquess of *Anglesey*, his Heirs, Successors, or Assigns, first had and obtained.

Tolls for  
Articles of  
Merchandise  
and Goods.

LV. That it shall be lawful for the Company to demand any Tolls for the Use of the Railway not exceeding the following; (that is to say,)

First, in respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, as follows:

For all Dung, Compost, and all Sorts of Manure, Gypsum, Lime, and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* not exceeding One Penny Halfpenny:

For all Coals and Culm, *per Ton per Mile* not exceeding One Penny:

For all Coke, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone, Anvils, Vices, Chains, and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other Description of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per Ton per Mile* not exceeding Twopence:

For all Sugar, Grain, Corn, Flour, Hides, Dyewood, Earthenware, Timber, Staves, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* not exceeding Twopence Halfpenny:

For

*The Cannock Mineral Railway Act, 1855.*

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Cheese, Fish, Articles, Matters, or Things, *per Ton per Mile* not exceeding Fourpence:

For every Carriage, of whatever Description, and not being a Carriage used or adapted for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per Ton per Mile* not exceeding Sixpence; and a Sum of Twopence *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh:

Second, in respect of Passengers and Animals conveyed in Carriages upon the Railway, as follows: Tolls for Passengers and Cattle.

For any Person conveyed in or upon a First-class Carriage, not exceeding Threepence *per Mile*; and for every Person conveyed in a Second-class Carriage, not exceeding the Sum of Twopence *per Mile*; and for every Passenger conveyed in a Third-class Carriage, not exceeding One Penny *per Mile*:

For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, *per Mile* not exceeding Threepence:

For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, *per Mile* not exceeding Threepence:

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon such Carriage, *per Mile* not exceeding One Penny.

LVI. That the Toll which the Company may demand and receive for the Use of Engines for propelling Carriages on the Railway shall not exceed One Penny *per Mile* for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken. Tolls for propelling Power.

LVII. That the maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway and of Carriages and locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following: Maximum Rate of Charge for Passengers.

For every Passenger conveyed in a First-class Carriage, Threepence *per Mile*:

For every Passenger conveyed in a Second-class Carriage, Twopence *per Mile*:

For every Passenger conveyed in a Third-class Carriage, One Penny Halfpenny *per Mile*:

And with respect to the Conveyance of Goods, Horses, Cattle, and Carriages, the maximum Rates of Charge, including the Tolls for the Use of the Railway and of Waggons or Trucks and locomotive Power, For Goods and Animals.

[Local.]

36 N

and

*The Cannock Mineral Railway Act, 1855.*

and every Expense incidental to such Conveyance (except loading and unloading), shall not exceed the Sums following :

For all Dung, Compost, and all Sorts of Manure, Gypsum, Lime, and Limestone, and all undressed Materials for the Repair of public Roads or Highways, One Penny Halfpenny *per Ton per Mile* :

For all Coals and Culm, One Penny and One Eighth of a Penny *per Ton per Mile* :

For all Coke, Charcoal, and Cinders, all Stones for pitching and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone, Anvils, Vices, Chains, and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other Description of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, Twopence *per Ton per Mile* :

For all Sugar, Grain, Corn, Flour, Hides, Dyewood, Earthenware, Timber, Cratewood, Cordwood, Staves, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, Twopence Halfpenny *per Ton per Mile* :

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Cheese, Fish, Articles, Matters, or Things, Fourpence *per Ton per Mile* :

For every Carriage, of whatever Description, and not being a Carriage used or adapted for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, Sixpence *per Ton per Mile*; and One Penny and One Halfpenny *per Mile* for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton, which any such Carriage may weigh :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, Threepence *per Mile* :

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon such Carriage, One Penny *per Mile*.

Regulations  
as to Tolls.

LVIII. That the following Provisions and Regulations shall be applicable to the fixing of the Tolls and Charges by this Act authorized :

For Articles, Animals, or Persons conveyed upon the Railway a less Distance than Six Miles the Company may demand Tolls and Charges as for Six Miles :

For a Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may demand Tolls and Charges on Merchandise for such Fraction in proportion to the Number of Quarters of a Mile contained therein; and if there be a Fraction of a Quarter of a Mile, such Fraction may be deemed a Quarter of a Mile; and in respect of Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile :

For

*The Cannock Mineral Railway Act, 1855.*

For any Passenger conveyed upon the Railway a fractional Part of a Penny may be charged as a Penny :

For the Fraction of a Ton the Company may demand Tolls and Charges according to the Number of Quarters of a Ton in such Fraction ; and if there be a Fraction of a Quarter of a Ton, such Fraction shall be deemed a Quarter of a Ton :

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

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

LIX. That with respect to small Packages, and single Articles of great Weight, notwithstanding the Rate of Tolls otherwise prescribed by this Act, the Company may demand the Tolls following ; (that is to say,)

Tolls for  
small Parcels  
and Articles  
of great  
Weight.

For the Carriage of small Parcels on the Railway or any Part thereof, as follows :

For every Parcel not exceeding Seven Pounds in Weight, Fourpence :

For every Parcel exceeding Seven Pounds and not exceeding Fourteen Pounds in Weight, Eightpence :

For every Parcel exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds in Weight, One Shilling :

For every Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, One Shilling and Sixpence :

For any Parcel exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they may think fit : Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages :

For the Carriage of any Boiler, Cylinder, or single Piece of Machinery or single Piece of Timber or Stone or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per* Ton *per* Mile :

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sums as they may think fit.

LX. That

*The Cannock Mineral Railway Act, 1855.*

Passengers  
Luggage.

LX. That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twelve Pounds in Weight for a First-class Passenger, One hundred Pounds in Weight for a Second-class Passenger, and Sixty Pounds in Weight for a Third-class Passenger, without any Charge being made for the Carriage thereof.

Restriction  
as to Charges  
not to apply  
to Special  
Trains.

LXI. That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train which may be required to run upon the Railway, but shall apply only to the Express and Ordinary Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

Company  
may take  
increased  
Charges by  
Agreement.

LXII. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charges over and above the Charges herein-before limited for the Conveyance of Goods of any Description by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof, except small Parcels, by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

The Com-  
pany may  
lease its  
Undertaking  
to J. R. Mc  
Clean, or to  
the London  
and North-  
western  
Railway  
Company.

LXIII. That it shall be lawful for the Company, with the Authority of Three Fifths of the Votes of the Shareholders thereof who may be present either personally or by Proxy at some Extraordinary General Meeting of the Company specially called for the Purpose, to demise or lease their Undertaking, for such Consideration or annual Rent and upon such Terms and Conditions as they shall think proper, unto *John Robinson McClean*, Lessee of the *South Staffordshire* Railway, or to the *London and North-western* Railway Company, (respectively included in the Term "Lessee" herein-after used,) for any Term which has been or shall be agreed upon; and the *London and North-western* Railway Company are hereby authorized, with the like Authority of their Shareholders, to enter into and accept such Lease; and every such Lease shall be valid and effectual, and shall entitle the Lessee, during the Term therein granted, to the full and free Use and Enjoyment of the Undertaking thereby demised and the Works connected therewith.

Limitation  
of Period of  
Lease of the  
Railway  
granted  
to J. R.  
McClean.

LXIV. Provided always, That any Lease to *John Robinson McClean* granted by the Company under the Provisions of this Act shall not be for a longer Period than the then unexpired Term of the then existing Lease to him of the *South Staffordshire* Railway.

Lease of  
Railway not  
to affect  
Third Par-  
ties.

LXV. Provided also, That no Lease of the Railway or any Part thereof to *John Robinson McClean* shall take away, alter, or in any-wise affect any of the Duties, Obligations, Restrictions, or Liabilities  
to

*The Cannock Mineral Railway Act, 1855.*

to which the Company but for the making of such Lease might by any Law or Statute be subject, but all Persons and Corporations, other than the Lessee of the Railway, shall have the same Rights, Privileges, Powers, and Remedies against the Company after the making of and notwithstanding such Lease as they might have had if such Lease had not been made.

LXVI. Provided also, That in estimating the Toll or Charge to be paid in respect of Articles or Persons conveyed partly upon the *South Staffordshire* Railway and partly upon the Railway of the Company during the Continuance of cotemporaneous Leases to *John Robinson McClean* of the *South Staffordshire* Railway and of the Railway of the Company, the Distance traversed shall be reckoned continuously on both Railways as if the Railways were One Railway, and if the entire Distance traversed shall be less than Six Miles, the Railway of the Company shall be considered as Part of the *South Staffordshire* Railway.

As to Tolls payable during cotemporaneous Leases of the *South Staffordshire* Railway and of Company's Railway.

LXVII. That it shall be lawful for the Company (herein-after called the "Vendors"), by and with the Authority of Three Fifths of the Votes of the Shareholders thereof who may be present either personally or by Proxy at some Extraordinary General Meeting of that Company specially called for the Purpose, to sell, transfer, or dispose of, and for the *London and North-western* Railway Company (herein-after called "the Purchasers"), by and with the like Authority of their Shareholders, to purchase or accept the Undertaking of the Company, for such Consideration and upon such Terms and Conditions as have been or may be mutually agreed upon, subject to the existing Liabilities affecting the same Undertaking, and subject also to the Provisions of this Act.

The Company may sell their Undertaking to the *London and North-western* Railway Company.

LXVIII. That the Conveyance or Assignment of the Undertaking may be in the Form in the Schedule to this Act annexed, or to the like Effect, with such Alterations therein or Additions thereto as the Circumstances of the Case and the Terms of the Purchase or Transfer may render necessary, and such Conveyance shall be duly stamped (for denoting the Payment of the full and proper Stamp Duty by Law payable in respect of the Purchase Money), and shall be under the Common Seals of the Vendors and Purchasers, and shall, when so executed, be effectual to vest the Undertaking, and all the Rights, Privileges, Powers, and Authorities of the Vendors, and all and every other the Lands, Tenements, and Hereditaments, Rights, Easements, and Appurtenances whatsoever, forming Part of and belonging to such Undertaking, and all Books, Maps, Plans, and other Documents, and also the Personal Property, Moneys, and Effects of or to which the Vendors may be seised, possessed, or entitled at Law or in Equity at the Time of the Execution of such Conveyance, absolutely in the Purchasers, and the Undertaking so conveyed shall thenceforth

Form and Effect of Conveyance.

[Local.]

36 O

become

*The Cannock Mineral Railway Act, 1855.*

become and form Part of the Undertaking of the Purchasers, subject nevertheless and without Prejudice to any Mortgages, Charges, or Incumbrances which at the Time of the Execution of such Conveyance may be upon or affect the Vendors, or which may affect any of the Property of the same Company.

Notice of Execution to be given in the "London Gazette."

7 W. 4., & 1 Vict. c. 83.

On Execution of Conveyance Powers of Vendors to cease.

Contracts not to be affected.

LXIX. That within Twenty-one Days after the Execution of any such Conveyance, Notice thereof shall be inserted in the "*London Gazette*," and a Counterpart Copy of such Conveyance under the Common Seals of the Vendors and Purchasers shall be deposited at the Office of the Clerk of the Peace for the County of *Stafford* within the before-mentioned Period, and the said Clerk shall receive and retain the same, and permit the Inspection thereof, and the making Copies thereof or Extracts therefrom, in the like Manner and subject to the like Terms and Penalties as in an Act passed in the First Year of the Reign of Her present Majesty, intituled *An Act to compel Clerks of the Peace for Counties and other Persons to take the Custody of such Documents as shall be directed to be deposited with them under the Standing Orders of either House of Parliament*, are expressed in relation to the Documents referred to in the same Act.

LXX. That so soon as any such Conveyance shall have been so executed and advertised, and a Counterpart Copy thereof deposited as aforesaid, the Powers of the Vendors, so far as regards the Undertaking then vested in that Company, shall cease and determine, and all the Rights, Privileges, Powers, and Authorities conferred on or given to that Company by their existing Acts or by any other Means shall apply to and be vested in the Purchasers, and may lawfully be used, exercised, and enjoyed by them or their Directors or other Officers, Agents or Servants, under the same Penalties, Provisions, and Restrictions as may be applicable to or imposed upon the Vendors, and the Corporate Seal of the Purchasers shall be used instead of the Seal of the Vendors, and shall have the same Force in every respect as though the Undertaking formed Part of the Undertaking of the Purchasers, and they had been originally authorized to carry the same into effect.

LXXI. That all Contracts, Covenants, Agreements, Conveyances, Leases, Mortgages, Bonds, and Securities which may have been made or entered into with, to, or in favour of, or by, or for, or obligatory upon the Vendors previously to the Execution of any such Conveyance, shall from and after the Execution thereof be and remain as good, valid, and effectual in favour of, against, and in reference to the Purchasers, and may be proceeded on and enforced in the same Manner by or against the Purchasers, to all Intents and Purposes as if that Company had been a Party to and executed the same, or had been named or referred to therein instead of the Vendors.

LXXII. That

*The Cannock Mineral Railway Act, 1855.*

LXXII. That no Action, Suit, Prosecution, or other Proceeding whatsoever commenced previously to the Execution of any such Conveyance either by or against the Vendors shall abate or be discontinued or prejudicially affected by reason of the vesting of the Undertaking in the Purchasers, but on the contrary the same shall continue and take effect in favour of and against the Purchasers in the same Manner in all respects as the same would or might have continued and taken effect in favour of or against the Vendors.

Actions, &c.  
not to abate.

LXXIII. Provided always, That it shall not be lawful for the Company, by virtue of the Powers herein-before contained, to sell or lease their Railway to the *London and North-western* Railway Company, unless it shall have been proved to the Satisfaction of the Board of Trade, and certified by them in Writing previously to the Completion of such Sale or Lease, that One Half of the whole Amount of the Capital, exclusive of Loans, authorized to be raised by the respective Companies Parties to such Sale or Lease, has been actually paid up and expended for the Purpose authorized by the several Acts relating to such Companies respectively.

Railway not  
to be sold or  
leased with-  
out Consent  
of Board of  
Trade.

LXXIV. That it shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the 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, but nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Interest not  
to be paid  
on Calls paid  
up.

LXXV. That it shall not be lawful for the Company, 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, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Deposits for  
future Bills  
not to be  
paid out of  
the Com-  
pany's Ca-  
pital.

LXXVI. That nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made, or the Company, from the Provisions of any General Act relating to such Act, or of any General Act relating to Railways, or 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

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

---

*The Cannock Mineral Railway Act, 1855.*

---

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, or of Rates for small Parcels.

Expenses of  
Act.

LXXVII. That the Costs, Charges, and Expenses of and attending the passing of this Act, or incidental or preliminary thereto, shall be paid by the Company.

---

---

The SCHEDULE referred to in the foregoing Act.

---

---

*Form of Conveyance of the Undertaking.*

THIS Indenture, made the \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord \_\_\_\_\_ between the Cannock Mineral Railway Company of the one Part, and \_\_\_\_\_ Railway Company of the other Part, witnesseth that the Cannock Mineral Railway Company, in consideration of \_\_\_\_\_, and also in consideration of the Covenants and Agreements herein-after contained, and on the Part of the \_\_\_\_\_ Railway Company to be performed, and by virtue of and in pursuance of "The Cannock Mineral Railway Act, 1855," do hereby convey all the Undertaking of the first-named Company, and all their Property, Powers, and Authorities, unto the \_\_\_\_\_ Railway Company absolutely and for ever, but subject to all existing Liabilities affecting the same, and subject also to the Provisions of the said Act; and the said \_\_\_\_\_ Railway Company do hereby accept and take the same Undertaking, subject to the Liabilities aforesaid, and to the Provisions of the said Act.

[*Here insert any Covenants or Agreements necessary for carrying out the Arrangements.*]

In witness, &c.

---

---

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1855.