



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cccxii.

An Act to authorize the Construction of Railways between *Cannock Chase* and *Wolverhampton* in the County of *Stafford*; and for other Purposes.

[29th July 1864.]

WHEREAS the making of Railways which would connect the District and Mineral Field of *Cannock Chase* and other important Parts of the Counties of *Stafford* with the populous and manufacturing Town of *Wolverhampton*, and with the *Great Western* Railway thereat, would be of local and general Advantage: And whereas the Persons herein-after named, with others, are willing to construct the said Railways and Branch Railways, and the several Works connected therewith: And whereas Plans and Sections, showing the Lines and Levels of the intended Railways and Branch Railways, and Books of Reference to such Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in or through which those Railways and Branch Railways are respectively to be made and maintained, have been deposited with the Clerk of the Peace for the County of *Stafford* (and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference): And whereas the Objects

[*Local.*]

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of

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of this Act cannot be obtained 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,)

8 & 9 Vict.
cc. 16. 18.
& 20.,
22 & 23 Vict.
c. 59.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
cc. 92. & 118.
incorporated.

1. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," "The Railway Companies Arbitration Act, 1859," "The Railways Clauses Act, 1863," and "The Companies Clauses Act, 1863," are hereby incorporated with and shall form Part of this Act.

Short Title.

2. In citing this Act for any Purpose it shall be sufficient to use the Expression "The Cannock Chase and Wolverhampton Railway Act, 1864."

Interpreta-
tion of
Terms.

3. Where in this Act the Words "the Company" occur, the same means "the Company incorporated by this Act," and where the Word "Railway" occurs the same includes the Railway and Branch Railway, and other Works and Conveniences connected therewith, by this Act authorized to be made; the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute, unless there be something in the Subject or Context repugnant to such Construction.

Subscribers
incorporated.

4. *Henry William George Earl of Uxbridge, Richard Croft Chawner, William Harrison, George Elliott, Frank McClean,* and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway, and such Company shall be incorporated by the Name of "the *Cannock Chase and Wolverhampton Railway Company*," and by that Name shall be a Body Corporate with perpetual Succession, and shall have a Common Seal, and Powers to sue and be sued, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions contained in this Act and the Acts incorporated therewith.

Capital.

5. The Capital of the Company shall be One hundred thousand Pounds.

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6. The Number of Shares into which the Capital shall be divided shall be Ten thousand, and the Amount of each Share shall be Ten Pounds. Shares.

7. It shall not be lawful for the Company to issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof. Shares not to issue until One Fifth paid up.

8. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls, and Three Fourth Parts of the Amount of a Share shall be the utmost aggregate Amount of Calls to be made in any One Year upon any Share. Calls.

9. The Company may borrow on Mortgage any Sums of Money not exceeding in the whole the Sum of Thirty-three thousand Pounds; but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of One hundred thousand Pounds shall have been subscribed for *bonâ fide*, and One Half thereof shall have been paid up, and until the Company shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and that Twenty *per Centum* has been paid on the Issue of each Share, and that every Share is held by Subscribers or their Assigns, and that for every Share each Subscriber or his Assigns are legally liable. Power to borrow on Mortgage.

10. The Monies by this Act authorized to be raised, whether by Shares or Mortgages, shall be applied only in carrying into execution the Objects and Purposes of this Act. Application of Capital.

11. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest or the Arrears of Principal and Interest due on such Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of such Receiver, in the event of the Interest or Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Three thousand Pounds in the whole. Arrears may be enforced by Appointment of a Receiver.

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

13. Subject

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Number and
Qualification
of Directors.

13. Subject to the Provisions herein contained for reducing the Number of Directors, the Number of Directors shall be Six, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Power to
reduce the
Number of
Directors.

14. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the Number shall never be less than Five.

First
Directors to
continue in
Office until
First Meet-
ing after
passing of
Act.

15. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body, and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act mentioned, and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845," and by this Act, or either of them.

First
Directors of
Company.

16. *Henry William George Earl of Uxbridge, Richard Croft Chawner, William Bealey Harrison, John Nurthall Brown, Charles Manby, and George Elliott* shall be the First Directors of the Company.

Quorum.

17. A Quorum of a Meeting of Directors shall be Four, and if the Number be less than Six the Quorum shall be Three.

Newspaper
for Adver-
tisements.

18. The Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published in the County of *Stafford*.

Power to
make
Railway
according to
deposited
Plan.

19. The Company, subject to the Provisions of this Act and the incorporated Acts contained, and to the Powers of Deviation authorized by such last-mentioned Acts, may make and maintain the Railways herein-after described, with all proper Approaches, Stations, and other Works and Conveniences connected therewith, in the Line or Course and upon the Land delineated on the said Plans and described in the said Books of Reference, and according to the Levels described in the said Sections, and the Company may enter upon, take,

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take, and use such of the said Lands delineated in the said Plan and described in the said Books of Reference as shall be necessary for all or any of such Purposes.

20. It shall be lawful for the Company to make, complete, and maintain the Railways and Works following, with all proper Approaches, Stations, Works, and Conveniences connected therewith; (that is to say,) Description of Railways.

No. 1. A Railway commencing in *Burntwood*, in that Part of the Parish of *Saint Michael Lichfield* which lies in the County of *Stafford*, by a Junction with a private Railway belonging to and in the Occupation of the *Cannock Chase Colliery Company (Limited)*, at or near a Point where the said Railway is carried by a Brick Culvert over the Stream called *Blakemore's Gutter*, and terminating in the Parish of *Wolverhampton* in the County of *Stafford* by a Junction with the *Great Western Railway* at or near a Point where such last-mentioned Railway passes under the Bridge which carries the Turnpike Road from *Wolverhampton* to *Cannock* over such last-mentioned Railway :

No. 2. A Railway commencing in *Burntwood*, in that Part of the Parish of *Saint Michael Lichfield* which lies in the County of *Stafford*, from and out of the said intended Railway at a Point situate Six and a Half Chains or thereabouts, measured in a South-eastwardly Direction from the extreme North-eastern Angle of the Inclosure of the Land numbered 8, in the Parish of *Norton Canes* in the same County, on the Plans deposited with the Clerk of the Peace of the County of *Stafford* for the Purposes of "The *Cannock Chase Railway Extension Act, 1862*," and terminating in the said Parish of *Norton Canes* by a Junction with the *Cannock Chase Railway Extension*, as authorized to be constructed by "The *Cannock Chase Railway Extension Act, 1862*," at or near a Point marked One Mile upon the before-mentioned deposited Plans of the said last-mentioned Railway.

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

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

23. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers Period for Completion of Railways.

[Local.]

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by

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by this Act granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

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

24. The Railway, where the same will cross under or over the *London and North-western* Railways and Lands adjoining thereto shall be carried over such Railways and Lands according to Plans to be reasonably approved by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *London and North-western* Railway Company, and at the Expense of the Company; and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *London and North-western* Railways, or the working of the Traffic thereon, and the Railway shall be so carried over the *London and North-western* Railway, and the said Lands adjoining thereto, by means of a Girder Bridge having a clear Space of Fifty Feet, and a clear Headway for the whole Distance of not less than Fourteen Feet Six Inches, and where the Railway shall cross under the *Norton and Cannock* Branches of the *South Staffordshire* Railway, the Bridge shall be made of sufficient Width to provide for Two additional Lines of Rails when such additional Rails are required to be laid by the *London and North-western* Company.

Mainte-
nance of
those Works.

25. The Company shall at all Times maintain the Bridge or other Works by which the Railway shall be carried over or under the said *London and North-western* Railway and Branch Railways, and the Lands adjoining thereto, in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of such Engineer of the *London and North-western* Railway Company; and if and whenever the Company fail so to do, the *London and North-western* Railway Company may make or do, in and upon as well the Lands of the Company as their own Lands, all such Works and Things as the *London and North-western* Railway Company reasonably think requisite in that Behalf, and the Sum from Time to Time certified by such their Engineer to be the reasonable Amount of their Expenditure in that Behalf shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by the *London and North-western* Railway Company from the Company in any Court of competent Jurisdiction, and any Difference on the Subject of this Clause shall be settled by Arbitration and "The Railway Arbitration Act, 1859."

Restricting
Interference
with the

26. The Company shall not, without in every Case the previous Consent of the *London and North-western* Railway Company, in
Writing

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

Lands of the
London and
North-
western
Company.

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

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

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

Saving
Rights of the
London and
North-
western
Company.

29. And whereas the Railway hereby authorized, and first described in Section 20. of this Act, is intended to be carried by means of Bridges over certain of the Canals of the Company of Proprietors of the *Birmingham Canal Navigations* (which Company is herein-after referred to as the *Birmingham Canal Company*) in the respective Places and in manner herein-after mentioned, (that is to say,) over a Canal called "the *Cannock Extension Canal*" in the Parish of *Norton* in the County of *Stafford*, a Canal called "the *Lord Hayes Branch*" in the Parish of *Walsall* in the same County, and a Canal called "the *Wednesfield Canal*" at a Point near to the *Sneyd Reservoir* in the Parish of *Bushbury* in the same County, as respectively shown upon the Plans so deposited as aforesaid: Therefore the Company shall at their own Expense construct in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the *Birmingham Canal Company*, a good and substantial Bridge over each of the said several Canals, and the Towing-paths, Banks, and other Works thereof, at each of the Points where the said Railway is intended to be carried over the same Canals, as shown upon the said Plans so deposited as aforesaid, and the clear Opening or Span of the Arch of each such Bridge between the Walls or Abutments thereof shall be of the clear Width of Thirty-two Feet on the Square, and every such Bridge shall have close Fences, not less than Six Feet high above the Level of the
Rails,

Company to
construct
Bridges over
the Bir-
mingham
Canals in
manner pre-
scribed by
their
Engineer.

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Rails, and the Spring of the Arch or Soffit of the Girders shall at each of the aforesaid Points of crossing over the said Canals commence at a Point not being less than Eight Feet above the present Surface of the Towing-paths of the said Canals, and the Underside of the Middle of the Arch shall not be less than Ten Feet above the Top-water Level of the said Canals.

Company to
keep
Bridges, &c.
in repair.

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

Provided

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

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

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

32. If or by reason or in execution of any of the Works by this Act authorized or by reason of the Mode of Construction or of the bad State of Repair of any such Bridges as aforesaid, or any of the Slopes, Banks, or Works of the said Railways or either of them near the said Canals or any of them, or of any other Works by this Act authorized to be constructed, or by any Act or Omission of the Company, or any of their Agents or Servants, it shall happen that the said Canals or any of them, or the Towing-paths thereof or any of them, or any of the Works connected therewith, shall be so injured or obstructed that Boats or other Vessels using the same with their usual and accustomed Loads shall be impeded in their Passage along the said Canals or any of them, or shall not be able to pass freely along the same, then and in such Case the Company shall pay to the *Birmingham Canal Company*, as or by way of ascertained Damages, the Sum of Three hundred Pounds for every Twenty-four Hours during which any such Impediment or Obstruction shall continue, and so in proportion for any less Period than Twenty-four Hours, and in default of Payment of any such Sum on Demand made on the Com-

In case of Obstruction to Navigation, Railway Company liable to Damages for same.

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

Nothing to prevent other Persons suing for Damages.

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

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

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

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

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

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necessary, either over, under, or by the Side of the said Railways or Railway; and if any Difference shall arise between the Company and any Person so desirous to make or procure to be made any such Cut, Canal, Railway, Tramway, or Road as aforesaid, or between the Company and the *Birmingham Canal Company*, either as to the Mode of carrying the same over, under, or by the Side of the said Railways or Railway, or as to the Place where the same should be so carried, or as to the Facilities to be afforded by the Company for the Purposes thereof, or as to the Proportion of the Costs, if any, of making and maintaining the same to be borne by the Company, or as to the Use thereof at any Time thereafter by the Owners, Lessees, or other Persons in the Occupation thereof, such Difference shall be settled by Arbitration.

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

Communi-
cation
between the
Canals and
certain
Lands
not to be
obstructed.

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

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

38. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of Eight thousand Pounds Exchequer Bills has been deposited, pursuant to the said Act, in respect of the Application to Parliament for this Act, being a Sum equal to Eight *per Centum* upon One hundred thousand Pounds, the estimated Cost of the Railway: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Eight thousand Pounds Exchequer Bills so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such

Money de-
posited in
Court of
Chancery to
be forfeited
to the Crown
in a certain
Event.

Bond

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

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and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

39. The Company may demand and take Tolls for the Use of the Railway, any Rates not exceeding the following; (that is to say,) Tolls.

With respect to the Conveyance of Articles :

Class 1. For all Coals, Ironstone, Iron Ore, Pig Iron, Cinders, Coke, Culm, Lime, Limestone, Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of Highways, all Stones for building, pitching, and paving, common Bricks, common Brick Clay, Sand, and Marl, *per Ton per Mile*, One Penny :

Class 2. For all Hoop Iron, Bar Iron, Rod Iron, Sheet Iron, and all other Descriptions of Wrought Iron and Light Iron Castings not manufactured into Utensils, or other Articles of Merchandise, all Nails, Anvils, and Vices, and all Tiles, Slates, Clay (except common Brick Clay), and Fire Bricks, *per Ton per Mile*, One Penny Halfpenny :

Class 3. For all Sugar, Grain, Flour, Hides, Dyewoods, Earthenware, Timber, Staves and Deals, Metals (except Iron), Tin Plates, and Chains, *per Ton per Mile*, Twopence :

Class 4. For all Cotton and all other Wools, Drugs, or manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per Ton per Mile*, Threepence :

With respect to the Conveyance of Carriages :

Class 5. For every Carriage of whatever Description not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck not belonging to the Company, if having more than Two Wheels, *per Mile* Fourpence, and if having only Two Wheels, *per Mile* Threepence; and for every additional Quarter of a Ton up to Four Tons which any such Carriage weighs, One Penny *per Mile* in addition if such Carriage have more than Two Wheels, and Three Farthings *per Mile* in addition if the same have only Two Wheels.:

With respect to the Conveyance of Passengers :

Class 6. For every Person conveyed in a First-class Carriage, *per Mile*, Twopence :

Class 7. For every Person conveyed in a Second-class Carriage, *per Mile*, One Penny Halfpenny :

Class 8. For every Person conveyed in a Third-class Carriage, *per Mile*, One Penny :

[Local.]

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With

Tolls for
Passengers
and Animals.

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With respect to the Conveyance of Animals :

Class 9. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any Carriage, *per* Mile, Twopence :

Class 10. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any Carriage *per* Head *per* Mile, One Penny Halfpenny :

Class 11. For every Calf, Pig, Sheep, or Lamb, or other small Animal conveyed in or upon any Carriage, *per* Mile, One Halfpenny.

Tolls for
Carriages,
&c.

40. With respect to Carriages, Waggon, and Trucks supplied by the Company, the Company may (in addition to the other Tolls by this Act authorized) demand and take for or in respect of Articles, Matters, or Things, Persons or Animals, comprised in any of the Classes herein-before specified, any Tolls not exceeding the Tolls next herein-after mentioned in connexion with the Class in which such Articles, Matters, or Things, Persons or Animals, are respectively comprised ; (to wit,)

For Class 1, *per* Ton *per* Mile, One Halfpenny :

For Class 2, *per* Ton *per* Mile, One Halfpenny :

For Class 3, *per* Ton *per* Mile, Three Farthings :

For Class 4, *per* Ton *per* Mile, One Penny :

For Class 5, for each Carriage *per* Mile, Twopence :

For Class 6, for each Person *per* Mile, One Penny :

For Class 7, for each Person *per* Mile, Three Farthings :

For Class 8, for each Person *per* Mile, One Halfpenny :

For Class 9, for each Animal *per* Mile, One Penny :

For Class 10, for each Animal *per* Mile, One Penny :

For Class 11, for each Animal *per* Mile, One Halfpenny.

Tolls for
propelling
Power.

41. With respect to Locomotive Engines and other moving Power supplied by the Company, the Company may demand and take, in addition to the other Tolls by this Act authorized, any Tolls not exceeding the following ; (to wit,)

For every Passenger or Animal, One Penny *per* Mile :

For all Goods whatsoever, One Penny *per* Ton *per* Mile.

Maximum
Charges for
Goods and
Animals.

42. The maximum Rate of Charge to be made by the Company for the Conveyance of all Articles and Animals, including the Tolls for the Use of the Railway, and of Carriages (when provided by the Company), and for locomotive Power, and every other Expense incidental to such Conveyance, (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any

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any of them are or is performed by the Company,) shall not exceed for the several Articles and Animals comprised in the Classes before specified the following Sums; (that is to say,)

Class 1. One Penny Halfpenny *per Ton per Mile*;

Class 2. One Penny Halfpenny *per Ton per Mile*;

Class 3. Twopence Halfpenny *per Ton per Mile*;

Class 4. Threepence *per Ton per Mile*;

Class 5. For a Carriage not weighing more than One Ton, Threepence; if having more than Two Wheels and not weighing more than One Ton and a Half, Fivepence; and if having only Two Wheels Fourpence *per Mile*; and One Penny for each additional Quarter of a Ton for every Carriage having Four Wheels, and Three Farthings for each additional Quarter of a Ton for every Carriage having only Two Wheels:

Class 9. For each Animal, Fourpence *per Mile*;

Class 10. For each Animal, Twopence *per Mile*;

Class 11. For every Calf or Pig, One Penny *per Mile*; and for every other small Animal, Three Farthings *per Mile*;

Provided always, that in respect of Conveyance on the said Railway of Coals, Ironstone, or other Articles included in Class 1, conveyed in Waggons not belonging to the Company, and for a Distance of not less than Four Miles, and in Loads of not less than Fifty Tons, it shall not be lawful for the Company to demand or receive any greater Toll or Sum *per Ton per Mile* than One Penny, including the said Toll for the Use of Engines and every other Expense incidental to such Conveyance, except a reasonable Charge for the Expense of loading and unloading when such Service is performed by the Company: Provided also, that when a separate Waggon or Truck shall be retained by One Person for the Conveyance only of Cattle or Sheep belonging to him or under his Charge, the aggregate of the Tolls to be paid for such Waggon or Truck capable of containing Six Oxen or Twenty-five Sheep shall not exceed Ninepence *per Mile*.

Limiting Tolls for Conveyance of Coals, Ironstone, &c. in Carriages not belonging to the Company.

Tolls for separate Waggons.

43. No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Definition of Terminal Station.

44. The maximum Rate of Charges to be made by the Company for the Conveyance of Passengers, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums; (that is to say,)

Maximum Charges for Passengers.

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

For

The Cannock Chase and Wolverhampton Railway Act, 1864.

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:

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

Regulations
as to the
Tolls.

45. The following Regulations are applicable to the fixing of the Tolls; (that is to say,)

For Passengers conveyed on the Railway for a less Distance than Three Miles the Company may demand Tolls, Fares, and Rates as for Three Miles, and for Articles, Minerals, and Animals conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls, Rates, and Fares as for Four Miles:

For a Fraction of a Mile beyond Three Miles or Four Miles respectively the Company may demand Tolls and Charges in respect of such Passengers as for One Mile, and in respect of Animals, Minerals, and Goods as for a Quarter of a Mile, and every Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile:

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

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

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.

Rates for
small Parcels
and single
Articles of
great
Weight.

46. With respect to small Packages and single Articles of great Weight, notwithstanding the Rates prescribed by this Act, the Company may demand and take Rates not exceeding the following; (that is to say,)

For any Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence:

For any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence:

For any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence:

For

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For any Parcel exceeding Fifty-six Pounds and not exceeding One Hundredweight, Three Shillings, and for every additional One Hundredweight beyond One Hundredweight up to Five Hundredweight, Ninepence :

Provided 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 that Term applies only to single Parcels in separate Packages :

For the Carriage of any single Article the Weight of which, including the Carriage, exceeds Four Tons, but does not exceed Eight Tons, the Company may demand and take any Sum not exceeding Sixpence a Ton a Mile :

For the Carriage of any single Article the Weight of which, with the Carriage, exceeds Eight Tons, the Company may demand and take any Sum they think fit.

47. The Restrictions as to the Charges to be made for Passengers do not extend to any Special Train that is required to run on the Railway, but apply only to the Ordinary and Express Trains from Time to Time appointed by the Company for the Conveyance of Passengers, Animals, and Things on the Railway.

Restrictions as to Charges not to apply to Special Trains.

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

Company may take increased Charges by Agreement.

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

Interest not to be paid on Calls paid up.

50. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force,

Deposit for future Bills not to be paid out of Company's Capital.

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may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or to execute any other Work or Undertaking.

Railways
not exempt
from Pro-
visions of
present and
future Ge-
neral Acts.

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

Expenses
of Act.

52. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1864.