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# VICTORIÆ REGINÆ.

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*Cap. ccxxxviii.*

An Act to authorize the Construction of “the *West Bromwich and Walsall* Railway.”

[16th *July* 1866.]

**W**HEREAS the Construction of the Railways after mentioned, and which will be wholly situate in the County of *Stafford*, would be attended with great local and public Advantage, and the Persons herein-after named, with others, are willing at their own Expense to construct the said Railways: And whereas Plans and Sections showing the Lines and Levels of the Railways, and also a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands required or which may be taken for the Purposes of the Railways, have been deposited with the Clerk of the Peace for the said County, and are herein-after referred to as the deposited Plans, Sections, and Books of Reference: And whereas it is expedient that Powers should be conferred to use, in connexion with the proposed Railways, Part of the *Grand Junction* Line of the *London and North-western* Railway: And whereas it is also expedient that the *Great Western* and *London and North-western* Railway Companies should be empowered to use the said Railways: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it

[*Local.*]

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enacted

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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,)

Short Title. 1. This Act may be cited for all Purposes as "*The West Bromwich and Walsall Railway Act, 1866.*"

8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated. 2. "The Companies Clauses Consolidation Act, 1845," Parts I. and III. of "The Companies Clauses Act, 1863," relating respectively to "Cancellation and Surrender of Shares," and to "Debenture Stock," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and (so far as applicable) Parts I. and III. of "The Railways Clauses Act, 1863," relating respectively to "Construction of a Railway," and to "Working Agreements," are (except when expressly varied by this Act) incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Company" shall mean the Company incorporated by this Act; the Expression "the Railways" or "the Undertaking" shall mean the Railways or Undertakings by this Act authorized, or any Part thereof; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Company incorporated.

4. *Arthur Pratt Barlow, Thomas Bulkeley, David Aitchison,* and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railways, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "*the West Bromwich and Walsall Railway Company,*" and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of this Act, and their Undertaking shall be called "*the West Bromwich and Walsall Railway.*"

Power to make Railways according to deposited Plans.

5. Subject to the Provisions of this Act, the Company may make and maintain, in the Lines and according to the Levels shown on the deposited Plans and Sections, the Railways herein-after described, with  
all

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all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that Purpose. The Railways hereinbefore referred to and authorized by this Act will be wholly situate in the County of *Stafford*, and are,—

No. 1. A Railway (Three Miles Five Furlongs and about Eight Chains in Length) commencing by a Junction with the *Birmingham, Wolverhampton, and Dudley* Line of the *Great Western* Railway in the Parish of *West Bromwich* at or near a Point about Seventy-three Yards North-west of an Occupation Bridge on the said *Birmingham, Wolverhampton, and Dudley* Line, and terminating in the Parish of *West Bromwich* in a certain Wood called *Friars Park Wood*:

Railway No. 2. (Four Furlongs and 3·37 Chains in Length) commencing in the said Parish of *West Bromwich* by a Junction with Railway No. 1. at the Termination of that Railway, and terminating in the said Parish of *West Bromwich* by a Junction with the *Grand Junction* Line of the *London and North-western* Railway at a Point shown upon a certain Plan signed by the respective Engineers of the Two Companies.

6. The Capital of the Company shall be One hundred thousand Pounds, in Ten thousand Shares of Ten Pounds each. Capital.

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

8. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share. Calls.

9. Subject to the Provisions of this Act, the Company, with the Authority of Three Fourths of the Votes of the Shareholders present in person or by proxy at a General Meeting of the Company specially convened for the Purpose, may from Time to Time divide any Share in their Capital into Half Shares, of which one shall be called "Preferred Half Share," and the other shall be called "Deferred Half Share:" Provided always, that the Company shall not divide any Share under the Authority of this Act unless and until not less than Sixty *per Centum* upon such Share has been paid up, and upon every such Division Fifty *per Centum* upon the entire Share shall be carried to the Credit of the Deferred Half Share (being the whole Amount payable thereon), and the Residue to the Credit of the Preferred Half Share. Power to divide Shares.

10. The

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Dividends  
on Half  
Shares.

**10.** The Dividend which would from Time to Time be payable on any divided Share if the same had continued an entire Share shall be applied in Payment of Dividends on the Two Half Shares in manner following; (that is to say,) first, in Payment of Dividend, after such Rate not exceeding Six *per Centum per Annum* as shall be determined at a General Meeting of the Company especially convened for the Purpose, on the Amount for the Time being paid up on the Preferred Half Share, and the Remainder (if any) in Payment of Dividend on the Deferred Half Share; and the Company shall not pay any greater Amount of Dividend on the Two Half Shares than would have from Time to Time been payable on the entire Share if the same had not been divided.

Dividend  
on Preferred  
Shares to be  
paid out of  
the Profits of  
the Year  
only.

**11.** Each Preferred Half Share shall be entitled out of the Profits of each Year to the Dividend which may have been attached to it by the Company as aforesaid in priority to the Deferred Half Share bearing the same Number, but if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of Dividend on any Preferred Half Share for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Half Shares  
to be regis-  
tered, and  
Certificates  
issued.

**12.** Forthwith after the Creation of any Half Shares the same shall be registered by the Directors, and each Half Share shall bear the same Number as the Number of the entire Share Certificate in respect of which it was issued, and the Directors shall issue Certificates of the Half Shares accordingly, and shall cause an Entry to be made in the Register of the entire Shares of the Conversion thereof: Provided always, that the Directors shall not be bound to issue a Certificate of any Half Share until the Certificate of the existing Share be delivered to them to be cancelled, unless it be shown to their Satisfaction that the Certificate is destroyed or lost, and on any such Certificate being so delivered up the Directors shall cancel it.

Terms of  
Issue to be  
stated on  
Certificates.

**13.** The Terms and Conditions on which any Preferred Half Share or Deferred Half Share created under this Act is issued shall be stated on the Certificate of each such Half Share.

Forfeiture of  
Preferred  
Shares.

**14.** The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Forfeiture of Shares for Nonpayment of Calls, shall apply to all Preferred Half Shares to be created under the Authority of this Act, and every such Preferred Half Share shall for that Purpose be considered a whole Share, distinct from the corresponding Deferred Half Share: Provided always, that until any forfeited Preferred Half Shares shall be sold by the Directors of the Company, all Dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards Payment of any  
Expenses

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Expenses attending the Declaration of Forfeiture thereof, and of the Arrears of Calls for the Time being due thereon, with Interest.

15. No Preferred Half Share created under the Authority of this Act shall be cancelled or surrendered to the Company.

Preferred Shares not to be cancelled or surrendered.

16. The several Half Shares under this Act shall be Half Shares in the Capital of the Company, and every Two Preferred or Deferred Half Shares held by the same Person shall confer such Right of voting at Meetings of the Company, and (subject to the Provisions herein-before contained) shall confer and have all such other Rights, Qualifications, Privileges, Liabilities, and Incidents, as attach and are incident to an entire Share.

Half Shares to be Half Shares in Capital.

17. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Thirty-three thousand three hundred Pounds, but no Part thereof shall be borrowed until the whole Capital of One hundred thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Power to borrow on Mortgage.

18. The Mortgagees of the Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than Two thousand Pounds in the whole.

Arrears may be enforced by Appointment of a Receiver.

19. All Monies to be borrowed on Mortgage under this Act from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and the Property from Time to Time of the Company, over all other Claims on account of any Debts incurred or to be incurred, or Engagements entered into or to be entered into, by them: Provided always, that such Priority shall not prejudice or affect any Claim, Right, or Remedy against the Company or their Property in respect

Monies borrowed on Mortgage to have Priority.

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of any Rentcharge to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect the Lien of any Vendor for the unpaid Purchase Money of any Land taken by the Company for the Purposes of the Railway.

Debenture  
Stock.

**20.** The Company may create and issue Debenture Stock.

Application  
of Monies.

**21.** All Monies raised under this Act, whether by Shares, Debenture Stock, or borrowing, shall be applied only to the Purposes of this Act.

First  
Ordinary  
Meeting.

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

Quorum of  
General  
Meetings.

**23.** The Quorum of General Meetings of the Company shall be Eight Shareholders present in person or by proxy holding in the aggregate not less than Three thousand Pounds in the Capital of the Company.

Number of  
Sharehol-  
ders to con-  
vene Extra-  
ordinary  
Meetings.

**24.** The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Twelve, and such Shareholders shall hold in the aggregate not less than Twenty thousand Pounds in the Capital of the Company.

Number of  
Directors.

**25.** The Number of Directors shall be Five, but it shall be lawful for the Company from Time to Time to reduce the Number, provided that the Number be not less than Three.

Qualification  
of Directors.

**26.** The Qualification of a Director shall be the Possession in his own Right of not less than Twenty Shares.

Quorum:

**27.** The Quorum of a Meeting of Directors shall be Three so long as their Number is more than Three, and Two when their Number is reduced to Three.

First Direc-  
tors.

**28.** *Arthur Pratt Barlow, Thomas Bulkeley, Archibald Turing Bruce, David Aitchison, and William Henry Kingsford* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary

Election of  
Directors.

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Ordinary Meeting to be held in every Year after the First Ordinary Meeting, the Shareholders present in person or by proxy shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

**29.** The Quantity of Land to be taken by the Company for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Three Acres.

Lands for extraordinary Purposes.

**30.** The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Powers for compulsory Purchases limited.

**31.** The Railways shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Period for Completion of Railways.

**32.** Notwithstanding anything herein or in the incorporated Acts contained, it shall not be lawful for the Company, nor any Person acting under or in execution of this Act, to enter upon, occupy, or use, either permanently or temporarily, any of the Lands, Works, or Property of the *Birmingham, Wolverhampton, and Dudley* Line of the *Great Western* Railway Company, or in any Manner to alter, vary, or interfere with the Railway or Works of the *Great Western* Railway Company, without the Consent of that Company under their Common Seal, save only for the Purpose of effecting the Junction and Communication by this Act authorized.

Not to take Lands or interfere with Railway of *Great Western* Railway Company except for the Purpose of a Junction.

**33.** The Junction to be made with the *Birmingham, Wolverhampton, and Dudley* Line of the *Great Western* Railway Company under the Powers of this Act shall be formed in such Place within the Limits of Deviation and in such Manner as shall be agreed upon between the Engineers of the Company and of the *Great Western* Railway Company, or as shall be settled by Arbitration in case of Failure to agree.

Junction to be made with the *Birmingham, Wolverhampton, and Dudley* Line of the *Great Western* Railway Company.

**34.** In altering the Level of the Roads next herein-after mentioned the Company may make the same of any Inclination not steeper than the

As to Mode of dealing with certain Roads.

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the Inclinations herein-after mentioned in connexion with the same respectively; (that is to say,)

No. on deposited Plans.	Parish.	Description of Roads.	Inclination.
75	West Bromwich	Public	1 in 11 on the West Side, and level on the East.
84	West Bromwich	Public	1 in 39 each Way.
108	West Bromwich	Public	1 in 30 each Way.
124	West Bromwich	Public	1 in 30 each Way.
142a	West Bromwich	Public	1 in 20 each Way.

And the Company shall carry the Railway over the Roads next herein-after mentioned by Bridges of a Height and Width not less than the Height and Width herein-after mentioned in connexion with the said Roads respectively; (that is to say,)

No. on deposited Plans.	Parish.	Description of Roads.	Width.	Height.
84	West Bromwich	Public	30 Feet	15 Feet.
124	West Bromwich	Public	30 Feet	15 Feet.

And in carrying the Railways across any Road within the Jurisdiction of the *West Bromwich* Improvement Commissioners, and whether under or over the same, the Company shall make such Road of a minimum Width of Thirty Feet, and in case any such Road shall, previously to the Construction of the Railways, have been of a greater Width than Thirty Feet, then the Company shall maintain such Road at such previous Width as aforesaid.

Width of Birmingham and Wednesbury Turnpike Road not to be contracted.

Company to construct Bridge over the Birmingham Canals in manner prescribed by the Engineer of Canal Company.

**35.** In carrying the Railway underneath the *Birmingham* and *Wednesbury* Turnpike Road in the Parish of *West Bromwich* the Company shall not contract the Width of the Turnpike Road and Footpaths, or either of them, or alter the present Level thereof.

**36.** And whereas the Railway hereby authorized and described as Railway No. 1. in Section Five of this Act is intended to be carried by means of a Bridge over a Canal of the Company of Proprietors of the *Birmingham* Canal Navigations, which Company is herein-after referred to as the *Birmingham* Canal Company, called "the *Tame Valley* Canal," in the Parish of *West Bromwich* in the County of *Stafford*, at a Point near to *West Bromwich Hall* as 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 the said Canal and Towing-paths, Banks, and other Works thereof, at the Point where



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where the said Railway is intended to be carried over the same Canal as shown upon the said Plans so deposited as aforesaid, and the clear Opening or Span of the Arch of such Bridge between the Walls or Abutments thereof shall be of such Width on the Square as shall be equal to and sufficient to clear and leave unobstructed at the Point of crossing the whole navigable Waterway of the Canal, and a Space of not less than Eight Feet wide on each Side thereof for a Towing-path, and such Bridge shall have close Fences not less than Six Feet high above the Level of the Rails, and the Spring of the Arch or Soffit of the Girders shall, at the Point of crossing over the said Canal, commence at a Point not being less than Eight Feet above the present Surface of the Towing-paths of the said Canal, and the under Side of the Middle of the Arch shall not be less than Ten Feet above the Top-water Level of the said Canal, and the extreme Width of such Bridge shall not exceed Thirty Feet.

**37.** The Company shall at their own Expense at all Times for ever after the said Bridge shall have been completed keep the same and all future Bridges to be erected or made in lieu thereof (and which shall be at the same Place, in the like Direction, and of the like Dimensions 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 Bridge 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 Bridge 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 Bridge which shall be out of repair, or such Part or Parts thereof as it shall for the Time being be requisite to repair, raise, or rebuild, or reconstruct, and proceed therein with all reasonable Expedition until such repairing, raising, or rebuilding or Reconstruction shall be wholly completed; and if the Company shall fail to commence the same within the said Space of Ten Days, or proceed therein with all reasonable Expedition as aforesaid, it shall be lawful for the *Birmingham Canal Company* to make all such Repairs to any such Bridge or Works, 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

Company to  
keep Bridge  
&c. in  
repair

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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 Clerk, rendering the Overplus (if any) on Demand, after deducting the reasonable Charges of making such Distress and Sale, to the Company, or otherwise the *Birmingham Canal Company* may sue for and recover such Expenses as aforesaid against the Company in any of the Superior Courts: Provided always, that during the Progress of constructing such Bridge, 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 Bridge, and full Permission to inspect the Workmanship and Materials thereof.

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

**38.** It shall not be lawful for the Company or any Person in execution of this Act to alter the Course of the said Canal, or other the Canals of the *Birmingham Canal Company*, or any of them, or to contract the Width of the same, or any of them, or the Towing-paths thereof, or of any Space reserved or intended as a Towing Path or Paths thereof, or to obstruct the Course or Supply of the Water in or to the said Canals or any of them, or in any Manner to impede the Navigation thereof or the Access thereto, or to any Wharf or Wharves adjoining, or to injure any of the Banks or other Works of or belonging to the said Canals or any of them; and it shall not be lawful for the Company (except for the Purpose of crossing the said Canal) to take or interfere with the said Canals or any of them, or any of the Lands of the *Birmingham Canal Company*, 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 Plans 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.

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

**39.** If by or by reason or in execution of any of the Works by this Act authorized, or by reason of the Mode of Construction or of the bad State of Repair of any such Bridge 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

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usual and accustomed Loads shall be obstructed, impeded, or delayed in their Passage along the said Canals or any of them, or shall not be able to pass freely along the same, then and in such Case the Company shall pay to the *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 Obstruction or Impediment shall continue, and so in proportion for any less Period than Twenty-four Hours, and in default of Payment of any such Sum on Demand made on the Company the *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.

40. 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.

Nothing to prevent other Persons suing for Damages.

41. 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 and make use of for the Purposes of the said Canals or any of them, or to prevent or interfere with any of such Waters flowing into the said Canals or any of them, or into any Feeder or Reservoir of the *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 relating to the *Birmingham* Canal Navigations or any of them.

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

42. 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,

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

and

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and additional Expense would be occasioned by the Construction of Bridges, Viaducts, or Aqueducts for the Purposes of carrying such Cuts, Canals, Railways, Tramways, or Roads over or under the said Railways, or one of them: Therefore in the event of any such Person being desirous to make or procure to be made any such Cuts, Canals, Railways, Tramways, or Roads as aforesaid to communicate with the said Canals, or any of them, the Company shall afford all requisite and proper Facilities for the Formation thereof, where necessary, either over, 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 under "The Railways Clauses Consolidation Act, 1845," but so that no Arbitrator or Umpire under any such Arbitration shall have Authority to award or order any Work the Formation whereof may interfere with the free Passage along the said Railway.

Communi-  
cation be-  
tween the  
Canals and  
certain  
Lands not  
to be ob-  
structed.

**43.** 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 Communication 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 under the Railways Clauses Consolidation Act, 1845.

Company not  
to interfere  
with the  
Rights, &c.  
of the Canal  
Company.

**44.** 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.

**45.** Whereas,

*The West Bromwich and Walsall Railway Act, 1866.*

45. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter 20, the Sum of Ten thousand five hundred Pounds Three Pounds *per Centum* Consolidated Bank Annuities, being equal to the Sum of Nine thousand and eighty-eight Pounds, and being Eight *per Centum* on the Amount of the Estimate of Expense of the Railways originally proposed to be authorized by this Act, has been transferred by *Arthur Pratt Barlow* (being a Subscriber to the Undertaking) into the Name and with the Privity of the Accountant General of the Court of Chancery in *England* pursuant to the said Act in respect of the Application to Parliament for this Act: And whereas inasmuch as Part of One of the Railways originally proposed is not now authorized by this Act, and the Estimate of Expense of the Railways originally proposed to be authorized has been reduced to the Sum of Eighty-five thousand Pounds, be it enacted, That, notwithstanding anything contained in the said recited Act, so much of the said Sum of Ten thousand five hundred Pounds Three Pounds *per Centum* Consolidated Bank Annuities as was at the Time of the Transfer thereof equal to the Sum of Six thousand eight hundred Pounds, being Eight *per Centum* on the said reduced Estimate so transferred 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 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 the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations 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 Railways for public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, such Portion of the said Sum of Money transferred as aforesaid as was at the Time of such Transfer equal to the Sum of Six thousand eight hundred Pounds, 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

Money deposited in Court of Chancery to be forfeited to the Crown in a certain Event.

*The West Bromwich and Walsall Railway Act, 1866.*

this Act, if a Bond, in twice the Amount of the said Sum of Six thousand eight hundred 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 Six thousand eight hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee 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 said Lords Commissioners, then such Portion of the said Sum of Money, so transferred as was equal to the Sum of Six thousand eight hundred Pounds, at the Time of such Transfer, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them; 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 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 Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Court of  
Chancery  
may order  
Payment of  
surplus  
Deposit.

**46.** The Court of Chancery may at any Time after the passing of this Act order that so much of the said Sum of Ten thousand five hundred Pounds Three Pounds *per Centum* Consolidated Bank Annuities as was at the Time of the said Transfer equal to the Sum of Two thousand two hundred and eighty-eight Pounds, and any Dividends thereon, may be transferred and paid to the Company, or to such Person or Person as the Company may appoint on that Behalf; and upon such Order being made such Portion of the said Sum of Ten thousand five hundred Pounds Three Pounds *per Centum* Consolidated Bank Annuities as was at the Time of the said Transfer equal to the Sum of Two thousand two hundred and eighty-eight Pounds, and the Dividends thereon, shall be transferred and paid to the Company, or to such Person or Persons as the Company shall appoint.

**47.** The

*The West Bromwich and Walsall Railway Act, 1866.*

47. The Company may demand and take in respect of the Use of Tolls. the Railways any Tolls not exceeding the following; (that is to say,)

In respect of Passengers and Animals conveyed upon the Railways, or any Part thereof, as follows:

For every Person, Twopence *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile: For Pas-  
sengers.

Class 1. For every Horse, Mule, or other Beast of Draught or Burden, Threepence *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile: For Animals.

Class 2. For every Ox, Cow, Bull, or Head of Neat Cattle, Twopence *per* Head *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 3. For every Calf, Pig, Sheep, Lamb, and other small Animal, One Penny each *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Halfpenny *per* Mile.

In respect of Goods conveyed on the Railways or any Part thereof: For Goods.

Class 4. For all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, Coal, Cinders, Coke, Culm, Cannel, Ironstone, Iron Ore, Limestone, Stones for building, pitching, and paving, Tiles, Slates, and Clay (except Fireclay), and for Wrought Iron not otherwise specifically classed herein, and for heavy Iron Castings, including Railway Chairs, *per* Ton *per* Mile One Penny Halfpenny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class 5. For all Pig Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and Rolled Iron, Wrought Iron, Charcoal, Chalk, Lime, Bricks, Salt, Sand, Fireclay, Slag, and Stone, except as aforesaid, *per* Ton *per* Mile Twopence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class 6. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deal, and Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Iron Castings, *per* Ton *per* Mile Twopence Halfpenny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

Class 7. For Cotton and other Wools, Drugs, and manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile Threepence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For

*The West Bromwich and Walsall Railway Act, 1866.*

For every Carriage of whatever Description (not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton,) conveyed on a Truck or Platform belonging to the Company, Sixpence *per* Mile; and a like Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

Tolls for  
propelling  
Power.

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

Regulations  
as to Tolls.

49. The following Provisions and Regulations shall apply to the fixing of all Tolls and Charges payable under this Act; (that is to say,)

For all Passengers, Animals, or Goods conveyed on the Railways for a less Distance than Four Miles the Company may demand Tolls and Charges as for Four Miles:

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

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

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

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.

Tolls for  
small Parcels  
and single  
Articles of  
great  
Weight.

50. With respect to small Parcels not exceeding Five hundred Pounds in Weight, and single Articles of great Weight, notwithstanding the Rates prescribed by this Act, the Company may demand and take any Tolls not exceeding the following; (that is to say,)

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

For any Parcel not exceeding Seven Pounds in Weight, Three-pence;

For



*The West Bromwich and Walsall Railway Act, 1866.*

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

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

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

And for any Parcel exceeding Fifty-six Pounds but not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they think fit :

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages :

For the Carriage of single Articles of great Weight, as follows :

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

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

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

Maximum  
Rates for  
Passengers.

For every Passenger conveyed in a First-class Carriage the Sum of Threepence *per Mile* :

For every Passenger conveyed in a Second-class Carriage the Sum of Twopence *per Mile* :

For every Passenger conveyed in a Third-class Carriage the Sum of One Penny Farthing *per Mile*.

52. The maximum Rate of Charge to be made by the Company for the Conveyance of Animals and Goods on the Railways, including the Tolls for the Use of the Railways, and for Waggon or Trucks and locomotive Power, and for every other Expense incidental to the Conveyance (except a reasonable Charge for loading and unloading Goods at any Terminal Station in respect of such Goods, and for Delivery and Collection, and any other Service incidental to the Business or Duty of a Carrier, where any such Service is performed by the Company), shall not exceed the following Sums ; (that is to say,)

Maximum  
Rates for  
Animals  
and Goods.

For every Animal in Class One, Fourpence *per Mile* ;

For every Animal in Class Two, Twopence Halfpenny *per Mile* ;

[*Local.*]

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For

*The West Bromwich and Walsall Railway Act, 1866.*

For every Animal in Class 'Three, One Penny Halfpenny *per* Mile;

For every Thing in Class Four, One Penny Halfpenny *per* Ton *per* Mile;

For every Thing in Class Five, Twopence Halfpenny *per* Ton *per* Mile;

For every Thing in Class Six, Threepence *per* Ton *per* Mile;

For every Thing in Class Seven, Fourpence *per* Ton *per* Mile;

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried on a Truck or Platform, *per* Mile Sixpence; and for every Quarter of a Ton beyond One Ton, One Halfpenny.

Passengers  
Luggage.

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

Terminal  
Station.

**54.** No Station shall be considered a Terminal Station in regard to any Goods conveyed on the Railways unless such Goods have been received thereat direct from the Consignor, or are directed to be delivered thereat to the Consignee.

Restrictions  
as to Charges  
not to apply  
to Special  
Trains.

**55.** The Restrictions as to the Charges to be made for Passengers shall not extend to any Special Train run upon the Railways, in respect of which the Company may make such Charges as they think fit, but shall apply only to the Ordinary and Express Trains appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railways.

Company  
may take  
increased  
Charges by  
Agreement.

**56.** Nothing in this Act shall prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Animals or Goods of any Description, by Agreement with the Owners or Persons in charge thereof, either by reason of any special Service performed by the Company in relation thereto, or in respect of the Conveyance of Animals or Goods (other than small Parcels) by Passenger Trains.

Power to  
use Part  
of Grand  
Junction  
Line.

**57.** The Company and the *Great Western* Railway Company may run over, work, and use, with their Clerks, Officers, and Servants, and their Engines and Carriages, and for the Purposes of their Traffic, so much of the *Grand Junction* Line of the *London and North-western* Railway as will lie between the Point of Junction therewith of Railway No. 2. and *Walsall*, including the Use of the *Bescot* and *Walsall* Stations of the said *Grand Junction* Line, and of the Booking Offices,

*The West Bromwich and Walsall Railway Act, 1866.*

Offices, Warehouses, Watering Places, Sidings, Works, and Conveniences connected with the said Stations and with the said Portion of Railway.

58. The Terms, Conditions, and Regulations to which the Company and such other Companies and Persons as aforesaid shall be subject in respect of the said Use, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the Company owning or working the said *Grand Junction* Line, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Party; and the Decisions of any such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct; and any of the said Companies or such other Persons or Companies as aforesaid who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises, shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

Terms of such Use.

59. In using or traversing the said Portion of Railway and the said Station, and in using the Works, Buildings, and Conveniences thereof respectively, in accordance with the Provisions herein-before mentioned, the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws are applicable, shall at all Times be observed.

Byelaws to be observed.

60. The *London and North-western* Railway Company shall have the Right to pass over and use, with their Clerks, Officers, and Servants, and with their Engines and Carriages, for the Purposes of their Traffic, the Railways hereby authorized, and the Stations, Accommodations, Booking and other Offices, Sidings, Watering Places, Works, and other Conveniences connected therewith, upon Payment of such Tolls, Rates, and Charges, and subject to such Terms, Conditions, and Regulations, as shall, in case of Difference, be determined by an Arbitrator to be appointed, *mutatis mutandis*, in the same Manner as is herein-before provided with regard to that Part of the *Grand Junction* Line which the Company and the *Great Western* Railway Company are hereby authorized to pass over and use.

Running Powers to London and North-western Railway Company.

61. In estimating the Amount of Tolls and Charges in respect of Traffic conveyed by any of the before-mentioned Companies for a less Distance than Four Miles partly on their own Railway and partly on the Railway run over and used under the Provisions herein-before contained, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond

As to Tolls for short Distances in exercise of running Powers.

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beyond Four Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile beyond Four Miles Tolls and Charges as for a Quarter of a Mile; and no other Short-distance Charge shall be made for the Conveyance of Passengers partly on the Railway of the Company exercising the running Powers and partly on the Railway run over to

Power to enter into Arrangements with Great Western and London and North-western Companies as to Use by them of Railways.

**62.** The Company on the one hand, and the *Great Western* and *London and North-western* Railway Companies, or either of them, on the other hand, may from Time to Time enter into Contracts or Arrangements with respect to the Use of the Railways, or any Part or Parts thereof, and the Interchange and Delivery of Traffic coming from or destined for the Undertakings of the contracting Companies.

Interest not to be paid on Calls paid up.

**63.** The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

**64.** The Company shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum which, by any Standing Order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Railways not exempt from Provisions of present and future General Acts.

**65.** Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made from the Provisions 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 Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges or of the Rates for small Parcels authorized by this Act.

Expenses of Act.

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

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