



ANNO VICESIMO NONO & TRICESIMO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## *Cap. cclxxvi.*

An Act to authorize the *Wolverhampton and Walsall* Railway Company to make a Deviation from their authorized Railway, and to construct a short Branch; and for other Purposes with respect to their Undertaking. [23d July 1866.]

**W**HEREAS by "The *Wolverhampton and Walsall* Railway Act, 1865," a Company was incorporated, under the Name of "the *Wolverhampton and Walsall* Railway Company," for making a Railway in *Staffordshire* from the Town of *Wolverhampton* to the Town of *Walsall*, and it is expedient and they are desirous that they should be empowered to abandon a Part of their authorized Railway, and to make another Railway in the Stead thereof, to construct a short Railway at *Wolverhampton*, and to divide the Shares in their Capital into Two Classes, and that the Contract made between the *London and North-western* Railway Company and the Company as contained in the Schedule to this Act should be confirmed: And whereas in other respects it is expedient that the Powers of the said Act should be amended and enlarged: And whereas Plans and Sections showing the Lines and Levels of the Branch Railway and Deviation, and also a Book of Reference

[Local.] 45 H containing

28 & 29 Vict.  
c. clxxxi.

*The Wolverhampton and Walsall Railway Act, 1866.*

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 thereof, have been deposited with the Clerk of the Peace for *Staffordshire*: 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 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 Wolverhampton 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 Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. of "The Railways Clauses Act, 1863," (relating to Construction of a Railway,) and the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845,"

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions and Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment of Calls;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of the borrowed Money into Capital;

With respect to the Consolidation of Shares into Stock;

With respect to the Remedies of the Creditors of the Company against Shareholders; and

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested;

And also Parts I. and II. of "The Companies Clauses Act, 1863," relating respectively to Cancellation and Surrender of Shares and to additional Capital, are (except when expressly varied by this Act) incorporated with and form Part of this Act.

Same Meanings to Words, &c. in incorporated Acts as in this Act.

**3.** In this Act the several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to such Construction; the Words "the Company" mean the *Wolverhampton and*

*The Wolverhampton and Walsall Railway Act, 1866.*

*and Walsall* Railway Company; the Words "the Railways" or "the Railways and Deviation" shall mean respectively the Railways and the Works connected therewith respectively by this Act authorized to be constructed; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or other like Expression in this Act or any Act 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.

Interpreta-  
tion of  
Terms.

4. Subject to the Provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections the Railway and Deviation herein-after described, with 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 Railway and Deviation herein-before referred to and authorized by this Act are,—

Power to  
make Rail-  
way and  
Deviations  
according to  
deposited  
Plans.

No. 1. A Deviation from the Line of Railway authorized by the said recited Act between a Point Seven Chains from the Commencement of that Railway in the Parish of *Wolverhampton*, and another Point measuring Two Miles Four Furlongs and Two and a Half Chains from the said Commencement; and the Company shall abandon the Formation of their authorized Railway between the Points aforesaid, and instead thereof they shall make a Railway wholly in the Parish of *Wolverhampton* commencing by a Junction with the *Stour Valley* Branch of the *London and North-western* Railway near the *Wolverhampton* Station thereof, and terminating by a Junction with the authorized Line of the *Wolverhampton and Walsall* Railway at the said Point Two Miles Four Furlongs and Two and a Half Chains from the Commencement thereof:

No. 2. A Railway (about Three Furlongs in Length) wholly in the Parish of *Wolverhampton* commencing by a Junction with the authorized Line of the *Wolverhampton and Walsall* Railway in a Field numbered 2A on the Plans deposited with respect to the same Railway, and terminating by a Junction with the substituted Railway herein-before described in a Field numbered 265 on the Tithe Commutation Map of the same Parish.

5. The Abandonment by the Company under the Authority of this Act of any Portion of the Railway or Works authorized by the recited Act shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation, in accordance with the

Compensa-  
tion for  
Damage to  
Land by  
Entry, &c.  
for Purposes  
of Railway  
abandoned.

Provisions

*The Wolverhampton and Walsall Railway Act, 1866.*

Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the Company on such Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out of the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation, in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act, or "The *Wolverhampton and Walsall Railway Act, 1865.*"

Compensation to be made in respect of Portion of Railway abandoned.

6. Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Land for the Purposes of or in relation to any Portions of the Railway or Works authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Company may apply their Funds towards Purposes of Act, and may raise additional Capital.

7. It shall be lawful for the Company to apply towards the Construction of the Works authorized by this Act any of the Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their Undertaking; and the Company may for the same Purposes from Time to Time raise, in addition to the Sums of Money which they are already authorized to raise, any further Sums, not exceeding in the whole Twenty-five thousand Pounds, by the Creation of new Shares or Stock in their Undertaking, which Shares or Stock shall form Part of the general Capital of the Company.

Power to divide Shares.

8. Subject to the Provisions of this Act, the Company, with the Authority of Three Fourths of the Votes of the Shareholders present personally 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 it shall not be lawful for the Company to

*The Wolverhampton and Walsall Railway Act, 1866.*

to 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.

9. 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 specially 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.

Dividends  
on Half  
Shares.

10. 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.

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

11. 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.

Half Shares  
to be regis-  
tered and  
Certificates  
issued.

12. 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.

Terms of  
Issue to be  
stated in  
Certificates.

13. The Provisions of "The Companies Clauses Act, 1845," with respect to the Forfeiture of Shares for Nonpayment of Calls, shall apply

As to For-  
feiture of  
Preferred  
Shares.

[Local.]

45 I

to

*The Wolverhampton and Walsall Railway Act, 1866.*

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

Preferred Shares not to be cancelled or surrendered.  
Half Shares to be Half Shares in Capital.

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

**15.** 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.

Shares not to issue until One Fifth paid up.

**16.** 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 Part of the Amount of such Share shall have been paid in respect thereof.

As to the Votes of Proprietors of such Shares.

**17.** The Proprietors of any Shares to be issued under the Authority of this Act shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if the same had been original Shares of the Company.

Power to borrow on Mortgage.

**18.** The Company may from Time to Time under the Powers of this Act borrow any additional Sum of Money not exceeding Eight thousand three hundred Pounds by Mortgage of their Undertaking, but no Part of that Sum shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by new Shares has been issued and accepted, and One Half thereof is paid up, and until the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all such additional Capital are issued and have been accepted, and that One Half of such additional Capital has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof,

*The Wolverhampton and Walsall Railway Act, 1866.*

thereof, and that they are *bonâ fide* 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.

**19.** All Monies to be borrowed on Mortgage under this Act or the said recited 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 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.

Monies borrowed on Mortgage to have Priority.

**20.** All and every Part of the said Sums of Twenty-five thousand Pounds and Eight thousand three hundred Pounds which the Company are by this Act authorized to raise by new Shares or on Mortgage shall be applied only to the Purposes of the Railways and Works by this Act authorized.

Application of Sums raised under this Act.

**21.** 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 Two Acres.

Lands for extraordinary Purposes.

**22.** The Powers of the Company for the compulsory Purchase of Lands for the Purpose of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Powers for compulsory Purchases limited.

**23.** If the Railways shall not be completed within Three Years from the passing of this Act, then on the Expiration of such Period the Powers by this Act granted to the Company for making 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.

**24.** In altering for the Purposes of this Act the public Highway numbered on the deposited Plans 85 in the Township of *Wednesfield*, Parish of *Wolverhampton*, the Company may make the same of any Inclination not steeper than One in Eleven.

Inclination of Road.

**25.** The

*The Wolverhampton and Walsall Railway Act, 1866.*

Height and  
Span of  
Bridge.

**25.** The Company may make the Arches of the Bridge for carrying the Railways over the same Road any Height not less than Fourteen Feet, and of any Span not less than Twenty-five Feet.

Providing  
for Arches  
over Streets.

**26.** Notwithstanding anything contained in the said deposited Plans and Sections, the Arches for carrying the Railway over *Inkerman Street* and *Alma Street* respectively in the Borough of *Wolverhampton* shall be of not less Span than Thirty-six Feet, and of not less Height than Fifteen Feet at the Top of the Soffit of each of the said Arches, and of not less clear Height than Twelve Feet at the springing of the said Arches.

Deposit  
Money not  
to be repaid  
until Line  
opened or  
Half the  
Capital paid  
up and  
expended,  
except on  
Execution  
of Bond, &c.

**27.** 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, a Sum of Four thousand and seventy-two Pounds, being *Eight per Centum* on the Amount of the Estimate of the Expense of the Branch Railway by this Act authorized, has been deposited with the Court of Chancery in *England* in the Name of *Edwin Dixon*, being One of the Subscribers to the Undertaking, in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum so deposited as aforesaid, or the Interest or Dividends thereof, 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 said Railway, either open the Railway 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 said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the Sum so 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



*The Wolverhampton and Walsall Railway Act, 1866.*

Amount of the Sum so deposited shall have been executed by the Company, with One or more Surety or 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 the Payment to Her Majesty, Her Heirs or Successors, of the Sum so deposited if the Company shall not, within the Time limited for the Completion of the Railways, either open the said Railway 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 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 Solicitor to the said Lords Commissioners, then such Sum of Money, 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.

28. The Company may demand and take in respect of the Railways the same Tolls and Charges as they are authorized to receive for and in respect of their authorized Undertaking, as if they were Part of such Undertaking, and the Railways shall in all respects be deemed Part of the *Wolverhampton and Walsall* Railway as though it had been originally authorized by the first herein-before recited Act.

Railways as to Tolls, &c. to form Part of *Wolverhampton and Walsall* Railway.

29. And whereas the Railway hereby authorized, and described as Railway No. 1. in Section 4 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 *Wednesfield* Canal" in the Parish of *Wolverhampton* in the County of *Stafford*, and over a Canal called "the *Neachells* Branch Canal" in the Parish of *Wolverhampton* afore-

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

[Local.]

45 K

said,

*The Wolverhampton and Walsall Railway Act, 1866.*

said, 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 Railways are respectively 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 such Width of the Square as shall be equal to and sufficient to clear and leave unobstructed at the respective Points 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 every 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 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 under Side of the Middle of the Arch shall not be less than Ten Feet above the Top-water Level of the said Canals, and the extreme Width of each such Bridge shall not exceed Thirty Feet.

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 such 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

*The Wolverhampton and Walsall Railway Act, 1866.*

reasonable Expedition as aforesaid, it shall be lawful for the *Birmingham* Canal Company to make all such Repairs to any such Bridges 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 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 the 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 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 allow the Course of the said Canals, or any other of the Canals of the *Birmingham* Canal Company, 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, Feeders, 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 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.

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

**32.** If

*The Wolverhampton and Walsall Railway Act, 1866.*

In case of  
Obstruction  
to Naviga-  
tion, Railway  
Company  
liable to  
Damages for  
same.

**32.** 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 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 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.

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 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,

**35.** And

*The Wolverhampton and Walsall Railway Act, 1866.*

**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 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."

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

**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

Communication between the Canals and certain Lands not to be obstructed.

[Local.]

45 L

shall

*The Wolverhampton and Walsall Railway Act, 1866.*

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.

**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.

As to certain Lands in Wednesfield.

**38.** Notwithstanding anything herein contained, it shall not be lawful for the Company to purchase, enter upon, take, or use any Part of the Lands marked on the said deposited Plans, and numbered thereon 60A, in the Township of *Wednesfield* in the Parish of *Wolverhampton* in the County of *Stafford*, without the Consent in Writing of the Owner and Occupier for the Time being of the same.

Notice to be given of taking Houses of Labouring Classes.

**39.** The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses; and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Confirming Agreement with London and North-western Railway Company.

**40.** The Agreement made the Twenty-sixth Day of *February* One thousand eight hundred and sixty-six between the Company of the one Part, and the *London and North-western Railway Company* of the other Part, is hereby confirmed and made binding on both Parties thereto, and a Copy of the said Agreement is contained in Schedule A. to this Act.

Not to enter on Lands of Great Western Company until Plans of proposed Works affecting the Company approved.

**41.** The Company shall not enter upon or interfere with the Railways, or any of them, of the *Great Western Railway Company*, or any of the Lands or Works of that Company, or execute any Works whatever under, over, or affecting the same, until the Company shall have delivered to the *Great Western Railway Company* Plans and Drawings of such intended Works, and those Plans and Drawings shall have been approved in Writing by the principal Engineer for the Time being of the *Great Western Railway Company*, or, in the event of his Failure for One Calendar Month after the Delivery of the Plans and Drawings, until the same shall have been approved by an Engineer to be appointed on the Application of the Company by the Board of Trade; and all the intended Works shall be executed

by

*The Wolverhampton and Walsall Railway Act, 1866.*

by the Company at their sole Expense in all things according to such approved Plans and Drawings, and to the reasonable Satisfaction of the said Engineer for the Time being of the *Great Western Railway Company*, or, in case of Difference, by an Engineer to be appointed by the Board of Trade.

42. In constructing the Railway first above described, and by this Act authorized, through or over the Land and Property of the *Great Western Railway Company*, the Company shall not deviate more than Ten Yards from the centre Line shown on the deposited Plans without the previous Consent in Writing of the *Great Western Railway Company* under their Common Seal; and the said Railway first above described, where the same is intended to cross the *Birmingham, Wolverhampton, and Dudley Railway*, shall be carried over that Railway and Works by means of a lengthening of the existing Tunnel on that Railway, and in such a Manner as not to injure the Stability of the Works of the Railway or of the Tunnel in any way whatever, and the Company in doing so shall preserve the same Gauge of the Tunnel, both vertically and horizontally, as it at present exists.

As to Execution of the Railway No. 1. on Land of Great Western Company.

43. The Company shall bear, and on Demand pay to the *Great Western Railway Company*, the reasonable Expense of the Employment of by them, during the making of the said Railway first above described, and by this Act authorized, over and adjacent to the *Birmingham, Wolverhampton, and Dudley Railway*, of a sufficient Number of Inspectors, Signalmen, or Watchmen to be appointed by them for watching their Railways and Works, and the Conduct of the Traffic thereon, with reference to and during the Execution of the intended Works, and for preventing, as far as may be, all Interference, Obstruction, Danger, and Accident from any of the Operations, or from the Acts or Defaults of any Person or Persons in the Employ of the Company with reference thereto or otherwise.

Company to pay to Great Western Company Expenses of Watchmen during Construction of Works.

44. Notwithstanding anything in this Act contained, the Company shall from Time to Time be responsible for and make good to the *Great Western Company* all Losses, Costs, Damages, and Expenses which may be occasioned to them, or any of their Works or Property, or to the Traffic on any of their Railways, or to any Company or Persons using the same, or otherwise, during the Execution or by reason of the Failure of any of the intended Works, or of any Act, Default, or Omission of the Company, or of any Persons in their Employ, or of their Contractors, or otherwise, and the Company shall effectually indemnify and hold harmless the *Great Western Railway Company* from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act, Default, or Omission: Provided always, that the lawful Construction of the Railway shall

Damages sustained by Great Western Company to be repaid.

*The Wolverhampton and Walsall Railway Act, 1866.*

shall not be construed as an Act of the Company within the Meaning of this Enactment.

Maintenance of Works affecting the Railways of the Great Western Company.

45. The Company shall, at their sole Expense, at all Times maintain the Bridges and other Works by which the said Railway first above described, and by this Act authorized, shall be carried over the *Birmingham, Wolverhampton, and Dudley* Railway, in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *Great Western* Railway Company; and if and whenever the Company fail so to do after One Month's Notice from the *Great Western* Railway Company for that Purpose, or in case of Urgency (of which the Engineer of the *Great Western* Railway Company shall be the sole Judge), the *Great Western* Railway Company may make and do, in and upon as well the Land of the Company as their own Lands, all such Works and Things as the *Great Western* Railway Company shall think requisite in that Behalf for ensuring such Repair; and the Sum from Time to Time certified by their Engineer to be the Amount of the 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 *Great Western* Railway Company from the Company in any Court of competent Jurisdiction.

Not to interfere with Traffic on Great Western Railway.

46. In constructing the said Railway first above described, and by this Act authorized, the Company shall not in any way obstruct or interfere with the Traffic passing along the *Birmingham, Wolverhampton, and Dudley* Railway; and if by reason of any Works or Proceedings of the Company there shall be any unnecessary Obstruction or Interference with the said *Birmingham, Wolverhampton, and Dudley* Railway so as to impede or prevent the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *Great Western* Railway Company the Sum of Twenty Pounds *per* Hour during which any such Obstruction or Interference shall continue.

No Land of Great Western Company to be taken except for certain Works.

47. Nothing in this Act contained shall extend to authorize or enable the Company to take or enter upon or use, either temporarily or permanently, any of the Lands of the *Great Western* Railway Company, or to alter, vary, or interfere with the *Birmingham, Wolverhampton, and Dudley* Railway, or with any of the Works of that Railway, further or otherwise than is necessary for the Construction of the Railways by this Act authorized, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *Great Western* Railway Company under their Common Seal; and with respect to any Lands of the *Great Western* Railway Company which the Company are by this Act from Time to Time authorized

Company only to acquire



*The Wolverhampton and Walsall Railway Act, 1866.*

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 *Great Western Railway Company* shall sell or grant accordingly, an Easement or Right of using the same in perpetuity for the Purposes for which but for this Enactment the Company might purchase and take the same.

Easements  
or Right of  
using such  
Land.

48. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Great Western Railway Company* otherwise than is by this Act expressly provided.

Saving  
Right of  
Great  
Western  
Railway  
Company.

49. It shall not be lawful for the Company to open for Traffic the Junction with the *London and North-western Railway* at *Wolverhampton* by this Act authorized until the Junction authorized by the said recited Act of 1865, with the necessary Works and Conveniences, shall have been completed and opened between the Railway No. 2. by this Act authorized and the Railway of the *Great Western Railway Company*, unless Default in the Completion and opening of the last-mentioned Junction and Works shall arise from the Acts or Defaults of the *Great Western Railway Company*.

The Junction with  
London and  
North-western  
Railway at  
Wolverhampton not  
to be opened  
till Junction  
made with  
the Great  
Western  
Railway.

50. The Heads of Agreement which are set forth in the Schedule B. to this Act annexed are hereby confirmed and made binding on the Company and the *London and North-western Railway Company* and the *Great Western Railway Company*, and full Effect may and shall be given thereto.

Agreement  
in Schedule  
confirmed.

51. During the Continuance of any Agreement under the Provisions of this Act for the Use of the *Wolverhampton and Walsall Railway*, or of any Part thereof, by the *London and North-western Railway Company*, the Railways of the Two Companies shall for the Purposes of Tolls and Charges be considered as One Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railways of the Company and partly on the Railway of the other contracting Company for a less Distance than Four Miles, 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 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, Animals, or Goods partly on the Railways of the Company and partly on the Railway of the other contracting Company.

Tolls on  
Traffic conveyed partly  
on the Railway and  
partly on  
Railway of  
other contracting  
Company.

52. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or  
[Local.] 45 M Dividend

Interest not  
to be paid  
on Calls  
paid up.

*The Wolverhampton and Walsall Railway Act, 1866.*

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 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 raised under this Act.

**53.** 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.

**54.** Nothing herein contained shall be deemed or construed to exempt the Railways by this or the recited Act authorized to be made 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.

**55.** 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.

---

*The Wolverhampton and Walsall Railway Act, 1866.*

---

SCHEDULE A.  

---

AGREEMENT made this 26th Day of February 1866 between the Wolverhampton and Walsall Railway Company (herein-after called "the Wolverhampton and Walsall Company") of the one Part, and the London and North-western Railway Company (herein-after called "the North-western Company") of the other Part.

WHEREAS the Wolverhampton and Walsall Company was incorporated by "The Wolverhampton and Walsall Railway Act, 1865," and was thereby authorized to construct a Railway commencing by a Junction with the Great Western Railway at a Point in the Parish of Wolverhampton therein mentioned, and terminating at a Point therein mentioned in the Parish of Walsall: And whereas the Wolverhampton and Walsall Company's Bill for their said Act was opposed by the North-western Company, but such Opposition was withdrawn upon the Terms comprised in certain Heads of Agreement dated the 18th Day of May 1865, and signed by the Chairmen of the Two Companies, by which it was, amongst other things, stipulated that the Wolverhampton and Walsall Company should apply in the then next Session for Powers to authorize that Agreement, and to form a Junction with the North-western System at Wolverhampton and Walsall as might be mutually agreed upon: And whereas the Wolverhampton and Walsall Company are promoting Two Bills in the present Session, one (herein-after called the Deviations Bill) for enabling them to make Deviations from their authorized Railway, and construct certain short Branches, and for other Purposes in reference to the said Heads of Agreement, and the other (herein-after called the Extensions Bill) for enabling the Promoters to construct a Railway from Wolverhampton to Bloxwich, and thence to the South Staffordshire Railway in the Township of Pelsall: And whereas the Railways and Deviations intended to be authorized by the Deviations Bill consist (first) of a Line or Spur between the Points therein specified, intended to connect the Deviation Line thirdly herein-after mentioned with the said intended Junction in Wolverhampton with the Great Western Railway; (secondly) of a new Line in Walsall Parish between the Points therein specified, intended to be in addition to the Wolverhampton and Walsall Company's authorized Line and Terminus there, and to connect their said Railway with the said South Staffordshire Railway there (Part of the North-western Company's

*The Wolverhampton and Walsall Railway Act, 1866.*

Company's System); and (thirdly) of a Deviation Line in Wolverhampton Parish, between the Points therein specified, intended to be in substitution for a Portion to be thereby authorized to be abandoned of the Wolverhampton and Walsall Company's authorized Line, and to connect their said Railway with the North-western Company's Railway in Wolverhampton: And whereas such Portion (herein-after called the North-western Spur) of the Deviation Line (thirdly above mentioned) as lies between the Junction of the said Deviation Line with the North-western Company's Railway, and the Junction with such Deviation Line of the Line or Spur to the Great Western Railway first above mentioned, is delineated on the Plan No. 1. annexed hereto, and is there coloured Red: And whereas the North-western Company alleged that the Extensions Bill was in contravention of the said Heads of Agreement, and refused to assent thereto, or to agree to the Railways and Deviations intended to be authorized by the Deviations Bill as aforesaid; and the North-western Company are promoting a Bill in the present Session for enabling them (amongst other things) to construct a Railway from their Stour Valley Branch at Wolverhampton to their Railway at Willenhall, and thence from James Bridge on the last-mentioned Railway to Walsall Pleck on the South Staffordshire Railway, so as to form a direct Communication between Wolverhampton and Walsall, in opposition to the Wolverhampton and Walsall Company's said Railway: And whereas for terminating Disputes between the said Two Companies an Arrangement has been agreed upon which it is intended shall be effectuated in manner herein appearing: Now these Presents witness that each of the said Two Companies, Parties hereto, so far as relates to the Acts and Engagements of such Company, hereby agrees with the other of them as follows:

1. The said Heads of Agreement of the 18th Day of May 1865 shall, as from the Date hereof, be inoperative for all Purposes.

2. The Wolverhampton and Walsall Company shall, if and when so requested by the North-western Company, withdraw the Extensions Bill, the North-western Company paying all Costs and Expenses of or incidental to the Bill up to and including such Withdrawal.

3. The North-western Company shall withdraw so much of the Bill promoted by them in the present Session as aforesaid as relates to the Wolverhampton to Willenhall and James Bridge to Walsall Pleck Branches aforesaid.

4. The Wolverhampton and Walsall Company shall abandon such Portion of the Railways and Deviations as consists of the Railway in Walsall Parish secondly above mentioned, and shall also abandon so much of their present authorized Line as lies between the Junction therewith of the substituted Line next herein-after mentioned and the present authorized Walsall Terminus, and shall also abandon all  
Station

*The Wolverhampton and Walsall Railway Act, 1866.*

Station Rights at such Terminus, and in lieu of the Lines abandoned under this Clause shall, upon obtaining Parliamentary Powers for that Purpose, at their own Costs construct a Line commencing by a Junction with their present authorized Line at such Point, and terminating by a Junction with the North-western Railway at such Point, as is shown on the Plan No. 2. hereunto annexed, such new Line being coloured Blue. The Parliamentary Powers required for the Construction of the last-mentioned Line, and (if requested by the North-western Company) Powers to abandon the said authorized Line into Walsall and the Station there, to be applied for by the Wolverhampton and Walsall Company in 1867, and such Application to be supported by the North-western Company.

5. The Wolverhampton and Walsall Company shall forthwith, at their own Cost, and to the reasonable Satisfaction of the Engineer of the North-western Company, construct and complete as a double Line of Railway on the Narrow Gauge, with proper Junctions, Stations, Sidings, Signals, Electric Telegraph, and all other Matters necessarily or usually incident to the Construction and Completion of similar Lines of Railway, the Railway authorized by the said Company's said Act as varied by the Deviations Bill (if passed), and by these Presents; provided that the Wolverhampton and Walsall Company shall not be required to construct a Station at either of their Junctions with the North-western Company's Lines: Provided also, that if the Wolverhampton and Walsall Company are dissatisfied with the Decision of the Engineer of the North-western Company with respect to the Construction and Completion of the said Railway, they may require a Reference to the standing Arbitrator herein-after named, whose Decision shall be final.

6. The North-western Company shall, at their own Cost, if and when requested by the Wolverhampton and Walsall Company, and to the reasonable Satisfaction of the Engineer of the last-mentioned Company, (as a single Line of Railway on the Narrow Gauge,) construct and complete, with proper Junctions, Sidings, Signals, and all other Matters necessarily or usually incident to the Construction and Completion of the Line of Railway so required, such Branch or Branches from the last-mentioned Company's authorized Line (varied as aforesaid), to commence and terminate at such Points, and be constructed in such Form and Manner, as may be agreed upon between the Engineers of the Two Companies for the Traffic Accommodation of the District lying between Willenhall and Bloxwich; provided that the Length (or aggregate Lengths) of the Branch or Branches to be constructed under this Clause shall not exceed Two Miles: Provided also, that if the North-western Company are dissatisfied with the Decision of the Engineer of the Wolverhampton and Walsall Company with respect to the Construction or Completion of the said

[*Local.*]45 *N*

Branch

---

*The Wolverhampton and Walsall Railway Act, 1866.*

---

Branch or Branches, they may require a Reference to the standing Arbitrator herein-after named, whose Decision shall be final.

7. The Land, or Rights of User of Land, requisite for the Construction as well of any Branch or Branches, and other Particulars required to be constructed under the last foregoing Clause, as of the Railway and other Particulars to be constructed as mentioned in Clause 5, shall be provided by the Wolverhampton and Walsall Company at their own Cost, and the Compensation (if any) to be paid in respect of the abandoned Portions of the Company's authorized Line be paid by the same Company, who may let, sell, or otherwise dispose of all surplus Lands for their own Benefit.

8. In the event of the Deviations Bill being passed either in the present or next ensuing Session, the following Arrangement shall take effect in regard to the North-western Spur; that is to say, (first) the Outlay of all Kinds of or incidental to the Construction of such Spur, pursuant to Clause 5, and also a proportionate Part (to be ascertained by the Proportion of the Mileage of such Spur to the Mileage of the remaining Portion of the Railway constructed under the last-mentioned Clause) of all Costs and Expenses of or incidental to the carrying the Deviations Bill through Parliament, and obtaining, if required, the Confirmation by Parliament of this Agreement, and the entire Costs and Expenses of or incidental to the procuring, doing, and executing any future Act of Parliament, or other Act or Assurance required for effectuating this Clause, shall be defrayed exclusively by the North-western Company, who shall use their best Endeavours to procure any further Act of Parliament required as last aforesaid; (secondly) the Amount to be paid by the North-western Company under the preceding Stipulation of this Clause shall be payable out of their Subscription to the Undertaking of the Wolverhampton and Walsall Company under the subsequent Clause of these Presents and the Deviations Bill; (thirdly) in consideration of such Payment the North-western Spur, if constructed, shall for the Purposes of Ownership, as well after as during the Continuance of this Agreement, be solely vested in the North-western Company, exclusively of the other Shareholders of the Wolverhampton and Walsall Company, but for all Purposes of working and Division of Traffic such North-western Spur shall be deemed Part of the general Undertaking of the Wolverhampton and Walsall Company, and the North-western Company shall accordingly be chargeable with and account for all the Receipts for Traffic passing over the same as if the same was Part of the general Undertaking of the Wolverhampton and Walsall Company.

9. The Railways, Branch or Branches, and other Works to be constructed under the foregoing Clauses, and completed as aforesaid, shall, as from the Certificate of the Board of Trade of the Completion thereof respectively fit for public Traffic being obtained, and thenceforth

---

*The Wolverhampton and Walsall Railway Act, 1866.*

---

forth during the Continuance of this Agreement, be occupied, worked, and managed, and the Traffic thereon, and the Tolls, Rates, and Charges in respect thereof, be fixed, regulated, and received, subject to the following Clauses, exclusively by the North-western Company, who shall at all Times during the Continuance of this Agreement, at their own Costs, maintain the same, and all Works and Constructions required by the Wolverhampton and Walsall Company's said Act in reference to the Railway thereby authorized, in good Condition and Repair, and (as regards the Works and Constructions required as last aforesaid) observe and discharge all Liabilities and Damages under the said Act or otherwise in reference to the working and maintaining the said Railway and Works, and shall, at the like Cost, forthwith upon the Completion of the said Railways, Branch or Branches, and other Works respectively, stock and provide the same, and at all Times during the Continuance of this Agreement keep the same stocked and provided, with all Persons and Things necessary or usually provided for the Occupation, Working, and Management of Railways, and for the effective carrying of the Traffic thereof, and shall at all Times during the Continuance of this Agreement properly and efficiently develope and accommodate both the Local and Through Traffic, whether in Passengers, Animals, Goods, Parcels, Minerals, or otherwise, on the said Railways, Branch and Branches, and carry over the Wolverhampton and Walsall Company's said authorized Railway (varied as aforesaid), (first), all such Traffic as aforesaid arising between Walsall and Wolverhampton and all the Places between; (secondly) all such Through Traffic as aforesaid destined for Walsall, and passing through Wolverhampton, and all such Through Traffic as aforesaid destined for Wolverhampton, and passing through Walsall; and (thirdly) all such Through Traffic as aforesaid arising at Walsall or Wolverhampton, or intermediate Places, for which the same Railway will form the shortest Route, so far as public Convenience will permit, and shall at all Times during the Continuance of this Agreement regulate the Mileage, Terminal and other Tolls, Rates, and Charges in respect of the said Railways, Branch and Branches, and other Works to be constructed as aforesaid, so as to produce the utmost practicable Amount of Revenue, and shall at all Times during the Continuance of this Agreement (whether the Fifty per Centum of gross Receipts to be retained by them under the subsequent Clauses shall or shall not be sufficient for that Purpose), at their own Cost, discharge, pay, and perform and keep the Wolverhampton and Walsall Company indemnified against all such Outgoings chargeable to the working and maintaining the Railways, Branch or Branches, and Works to be constructed as aforesaid, or the Traffic thereof, and also all Expenses of or incident to the working of the same Railways and Branch or Branches, and the Traffic thereof: Provided (first) that the North-western Company shall not, by virtue of the foregoing Stipulations in regard to Traffic, be bound

---

*The Wolverhampton and Walsall Railway Act, 1866.*

---

bound to send small exceptional Quantities; (secondly) that the foregoing Stipulations as to Through Traffic shall apply to any Traffic interchanged at Wolverhampton between the North-western Company and the Great Western Railway Company which passes by the Line of either of the last-mentioned Companies through Wolverhampton, or which passes through Walsall, so far as such Traffic can be controlled by the North-western Company; (thirdly) that nothing in this Clause contained shall prejudice the Stipulations herein-before contained in reference to the North-western Spur; (fourthly) that the North-western Company shall not be obliged to commence working or maintaining any Portion of the Railways or Branches aforesaid until the Line is completed as a Through Line between the North-western System at Wolverhampton and Walsall.

10. The North-western Company shall retain for their own Benefit the whole of the Mileage and Terminal and other Tolls, Rates, and Charges, and other Receipts arising upon and from any Branch or Branches, or other Works constructed under the Sixth Clause, and shall discharge all Charges, Outgoings, and Expenses in respect thereof.

11. Fifty per Centum of the gross Receipts arising in respect of the Railways or other Works constructed pursuant to this Agreement otherwise than under the Sixth Clause shall be retained by the North-western Company for their own Benefit, and the remaining Fifty per Centum thereof shall be paid to the Wolverhampton and Walsall Company for their own Benefit by equal half-yearly Payments, the first of which shall be made at the Expiration of Six Calendar Months from the opening of the said Railway as aforesaid, it being hereby agreed that (with the Exception of Cartage and Boatage Charges) the gross Receipts, subject to the Operation of this Clause, shall comprise as well the Tolls and Rates of Charge for all Descriptions of Traffic as all Mileage Rates for Through Traffic, and Terminal Charges usually allowed by the Rules of the Railway Clearing House upon all Local or Through Traffic loaded or delivered upon the Wolverhampton and Walsall Company's Line or the Stations thereof.

12. The North-western Company shall keep Books of Account, in the Form and Manner usual with Railway Companies, of the Traffic and gross Receipts (comprising as in the last foregoing Clause mentioned) in respect of the Railways or other Works constructed pursuant to this Agreement otherwise than under the Sixth Clause; and such Books, with the Vouchers, shall be at all reasonable Times open for, and all reasonable Facilities given for, the Inspection, Verification, and taking Copies and Extracts thereof by the Wolverhampton and Walsall Company.

13. The North-western Company shall, at the Expiration of the first and each successive Quarter, from the opening of the Line as aforesaid,



*The Wolverhampton and Walsall Railway Act, 1866.*

aforesaid, deliver to the Wolverhampton and Walsall Company, free of Cost, a Statement for the then preceding Quarter of the Traffic and gross Receipts in respect of which such Books of Account are to be kept as in the last foregoing Clause mentioned, and shall also deliver to the same Company, free of Cost, half-yearly Accounts, with Vouchers of such Traffic and Receipts for the then preceding Half Year, commencing with the Expiration of the First Half Year from such opening as aforesaid.

14. The Wolverhampton and Walsall Company shall not at any Time during the Continuance of this Agreement be Carriers over their Line, except so far as compelled by Law, nor, without the Consent under their Seal of the North-western Company, give Running or other Powers over their said Line to any Company or Person, and shall in the next and all future Sessions of Parliament, at the Request and Cost of the North-western Company, oppose all other Companies seeking to obtain such Powers.

15. The Agreement with the Great Western Company as to the Wolverhampton and Walsall Company's Line, as settled between the Managers of the Great Western Company and the North-western Company, shall not be prejudiced by this Agreement.

16. The North-western Company's Subscription to the Capital of the Wolverhampton and Walsall Company shall be fixed at an Amount not exceeding 50,000*l.*, which shall include the North-western Company's Outlay, Costs, and Expenses under the Eighth Clause in respect of the Deviations Bill, but shall not include the Costs and Expenses payable by the same Company under the Second Clause. The Proportion to be advanced of the said Sum of 50,000*l.* to be such as the Wolverhampton and Walsall Company shall require.

17. All Accounts and Writings for the Purposes of this Agreement not hereby required to be under Seal shall be sufficiently delivered if signed by the Secretary of the Company delivering the same, and transmitted to the principal Offices of the Company to whom the same is intended to be delivered.

18. All Questions and Differences under this Agreement between the Companies, Parties hereto, including the adjusting and adjudicating all Traffic, Tolls, Rates, and Charges, shall be determined by a standing Arbitrator, who shall be named by the Two Companies in the Month of January in each Year, or, failing such Nomination, by the Board of Trade, on the Application of either Company, in the Month of February; and all such Clauses of the Act or Acts of Parliament for the Time being in force in regard to Railways as shall relate to the Settlement of Disputes by Arbitration shall, so far as applicable and except as herein otherwise provided, be deemed incorporated with this Agreement.

---

*The Wolverhampton and Walsall Railway Act, 1866.*

---

19. This Agreement shall continue for the Term of Nine hundred and ninety-nine Years from the Date hereof.


20. Both Parties hereto shall concur in obtaining, if required, the Confirmation by Parliament of this Agreement.

In witness whereof the said Companies have caused their respective Common Seals to be affixed the Day and Year first above written.


EDWIN DIXON,  
Deputy Chairman.

Witness,

HENRY H. FOWLER, Secretary.



Seal of the  
Wolverhampton  
and Walsall Rail-  
way Company.



Seal of the  
London and North-  
western Railway  
Company.

---

*The Wolverhampton and Walsall Railway Act, 1866.*

---

SCHEDULE B.

---

HEADS OF AGREEMENT between the Wolverhampton and Walsall Railway Company, herein-after called "the new Company," of the First Part, the London and North-western Railway Company, herein-after called "the North-western Company," of the Second Part, and the Great Western Railway Company, herein-after called "the Great Western Company," of the Third Part.

It is agreed as follows :

1. That the Great Western Company shall be at liberty to run over and use with their Engines and Carriages the Wolverhampton and Walsall Railway, and all Stations, Sidings, and Works connected therewith, with Liberty to appoint their own Clerks and Carting Establishment, upon such Conditions as shall be agreed upon between the said Companies, or, failing Agreement, as shall be settled by Arbitration by Thomas Elliott Harrison, or, him failing, by Douglas Galton, late Captain R.E., or, him failing, by an Arbitrator to be appointed by the Board of Trade upon the Application of either Party.

2. The Great Western Company shall carry along the Line of the new Company, or shall deliver to the North-western Company for Transmission along the same Line at Wolverhampton, all Traffic passing through Wolverhampton and destined for Walsall; and the Great Western Company shall receive all Traffic arising at Walsall, and consigned to them, destined for Places North-west of Wolverhampton, either at the Walsall Station to be carried by their own Trains, or at the Wolverhampton Station if carried by the North-western Trains.

3. That the Rates and Fares to be paid by the Great Western Company shall be those for the Time being charged against the Public by the North-western Company for the like Traffic; and the Great Western Company shall be entitled to deduct in respect of locomotive and other Expenses for the hauling of such Traffic (exclusive of Terminal Expenses where such are incurred) Twenty per Centum of such Rates and Fares, but as between the North-western Company and the new Company such Per-centage Reduction shall not apply.

4. The Payments to be made by the Great Western Company in respect of Use of the Stations of the new Company shall be such as shall be agreed upon between the Companies, or, failing Agreement, to be settled by Arbitration as aforesaid.

5. The

---

*The Wolverhampton and Walsall Railway Act, 1866.*

---

5. The North-western Company shall afford to the Great Western Company Accommodation at their Walsall Station for all Passenger Traffic, and shall also receive and handle on behalf of the Great Western Company all Goods and Minerals Traffic, and afford due Accommodation for the same at the said Station; if in the Opinion of the Arbitrator the North-western Company have failed to provide sufficient Accommodation, either jointly with the Great Western Company or separately, for the Great Western Company at their Stations, the Great Western Company shall be at liberty to construct a Goods Station for themselves, and the new Company and the North-western Company shall afford all reasonable Facilities for such Purpose.

6. All Differences between the Companies arising out of this Agreement shall be determined by a standing Arbitrator, who shall be named by the Companies in the Month of January in each Year, or, failing such Appointment, as shall be named by the Board of Trade, on the Application of any One of the Companies, in the Month of February in each Year.

7. A formal Agreement for carrying out these Heads to be settled, in case of Difference, on behalf of all Parties by John Horatio Lloyd, Esquire, or, him failing, by Counsel to be appointed by the Solicitors of the respective Companies, or, in default of their Agreement, by the Attorney or Solicitor General, upon the Application of any One of the Parties.

As witness our Hands this Seventh Day of June One thousand eight hundred and sixty-six.

T. REAY,

Secretary to the London and North-western  
Railway Company.

FRED. G. SAUNDERS,

Secretary to the Great Western Railway Company.

H. UNDERHILL,

HENRY H. FOWLER,

Joint Secretaries to the Wolverhampton and  
Walsall Railway Company.

---

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1866.