



ANNO SECUNDO & TERTIO

# VICTORIÆ REGINÆ.

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## Cap. lxi.

An Act for enabling the Company of Proprietors of the *Birmingham Canal Navigations* to make a new Cut; and for extending and altering some of the Provisions of their present Act. [1st July 1839.]

**W**HEREAS an Act was passed in the Fifth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to consolidate and extend the Powers and Provisions of the several Acts relating to the Birmingham Canal Navigations*: 5 W. 4. c. 34.  
 And whereas by the said recited Act certain Persons, Bodies Politic and Corporate, were incorporated by the Name of "The Company of Proprietors of the *Birmingham Canal Navigations*:" And whereas it would be of great public Advantage if Power were given to the said Company to make a Navigable Cut or Canal, with proper Works connected therewith, from and out of a certain Branch of the present Canal Navigations of the said Company called *Danks Branch*, at or near a Place called *Goldshill*, in the Parish of *West Bromwich* in the County of *Stafford*, to join and communicate with another Part of the said present Canal Navigations of the said Company near *Salford Bridge* in the Parish of *Aston juxta Birmingham* in the County of *Warwick*; and it is also expedient that certain of the Powers and Provisions contained in the said recited Act should be enlarged,  
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Provisions of former Act extended to this Act, except as hereby altered.

altered, and amended; but the several Objects aforesaid cannot be effected without the Aid and 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, That all and singular the Enactments, Powers, Authorities, Provisions, Directions, Constructions, Interpretations, Restrictions, Penalties, Forfeitures, Payments, Exemptions, Indemnities, Remedies, Rules, Regulations, Clauses, Matters, and Things in the said recited Act, and whether relating to the said Company, or to any Persons or Corporations, or to the Public at large, or otherwise howsoever, and whether herein expressly repeated or referred to or not, shall (so far as they are not repealed, altered, varied, or otherwise provided for by this present Act, and are applicable to the Purposes thereof,) extend and the same are hereby made to extend to this Act, and to the Cut or Canal and Works hereby expressly or by reference authorized or required to be made or constructed, and to all and singular other the Purposes of this Act, in as full, ample, and beneficial a Manner, to all Intents and Purposes whatsoever, as if the same Enactments, Powers, Authorities, Provisions, Directions, Constructions, Interpretations, Restrictions, Penalties, Forfeitures, Payments, Exemptions, Indemnities, Remedies, Rules, Regulations, Clauses, Matters, and Things in and by the said recited Act made, granted, created, imposed, and contained had been so made, granted, created, imposed, and contained in and by the said recited Act, as well in reference to the Cut or Canal, Works, Matters, and Things hereby authorized to be made, maintained, and done, and to other the Purposes of this Act, as to the Canals, Hereditaments, Works, Matters, and Things so respectively vested in and authorized to be made, maintained, and done by the said Company in and by the same Act, and to other the Purposes thereof, or as if the same had been repeated and re-enacted in this Act, and had made Part thereof, and had been hereby applied to the whole of the Purposes and Objects of the said recited Act and this Act unitedly.

Power to make a new Cut or Canal.

II. And be it further enacted, That, subject to the Provisions and Restrictions herein-after contained, and to the Provisions and Restrictions herein-before made applicable to this Act by reference to the said recited Act, and not hereby expressly or by inference repealed, it shall be lawful for the said Company, and they are hereby fully authorized and empowered, at their own proper Costs and Expences, and by their Deputies, Agents, Workmen, and Servants, to make, complete, and maintain a Cut or Canal for the Navigation of Boats from and out of the Canal or Branch of the said Company's present Canal Navigations called *Danks Branch*, at or near a Place called *Goldshill*, in the Parish of *West Bromwich* in the County of *Stafford*, in and through the Parishes or Townships, Extra-parochial and other Places following, (that is to say,) *West Bromwich*, *Aldride*, *Great Barr*, *Newton Handsworth*, and *Perry Barr*, in the County of *Stafford* aforesaid, and *Aston juxta Birmingham*, *Witton*, *Erdington*, and *Duddeston cum Neachells* otherwise *Duddeston* and *Neachells*, in the County of *Warwick*, to join and communicate with a Part of the said Company's present Canal Navigations at or near *Salford Bridge*

*Bridge* in the Parish of *Aston juxta Birmingham* in the said County of *Warwick*; and also to make, complete, and maintain such and so many Aqueducts, Feeders, Wells, Basins, Side Ponds, Levels, Perforations, Weirs, Steam Engines, Water Wheels, and other Machinery, Shafts, Tunnels, and other Works, as the said Company shall from Time to Time think expedient for the Purpose of filling and supplying the said Cut or Canal hereby authorized to be made, or any Part thereof, with Water, and for conveying Water to or from the same, and for raising Water from one Level of the said Cut or Canal to another, or for any other Purpose necessary for the better making and maintaining of such Cut or Canal; and also, notwithstanding any thing in the said recited Act contained, to supply the same Cut or Canal, Aqueducts, Feeders, Basins, Side Ponds, Water Wheels, and other Works, whilst being made and after the same shall be made, with Water from the present Canal Navigations of the said Company or any of them, and from the Reservoir of the said Company called the *Rotten Park Reservoir*, situate in the Parish of *Birmingham* in the County of *Warwick* aforesaid, and also from all such Brooks, Springs, Streams, Watercourses, Hollows, Caverns, and other Sources or Repositories of Water as shall be found in making the said Cut or Canal and Works hereby authorized to be made as aforesaid; and also to make, complete, and maintain, in or upon the said Cut or Canal hereby authorized to be made, or in or upon the Lands adjoining thereto respectively, such and so many Bridges, Piers, Arches, Locks, Flood-Gates, Banks, Dams, Tanks, Wharfs, Quays, Landing Places, Houses, Warehouses, Toll Houses, Lockhouses, Watch-houses, Weighing Beams, Cranes, Dry Docks and other Docks, Steam Engines, Machines, and other Works, Ways, Roads, Railroads, Gates, Fences, and Conveniences, whether temporary or permanent, for the Purposes of the said intended Cut or Canal and the Works connected therewith, as and where the said Company shall think requisite and convenient, and also from Time to Time to alter, repair, and amend or discontinue the same or any of them; and also to make, set out, and appoint such Towing Paths, Banks, Roads, and Ways, for the towing, hauling, or drawing of Boats passing upon the said Cut or Canal hereby authorized to be made, with Men, Horses, or otherwise, and such convenient Places in which Boats may turn, lie, or pass each other, as the said Company shall think necessary or proper; and to construct, erect, and keep in repair any Bridges, Piers, Arches, or other Works, whether temporary or permanent, in, upon, and across any Rivers, Streams, or Brooks, for the Purpose of making completing, maintaining, altering, enlarging, and repairing the said Cut or Canal and other Works hereby authorized to be made; and also to make, complete, maintain, and do all and every or any other Works, Matters, and Things whatsoever, whether temporary or permanent, which they the said Company shall think requisite and necessary or convenient for the making, completing, repairing, improving, carrying on, maintaining, and using the said Cut or Canal and other Works hereby authorized to be made in pursuance of and within the true Intent and Meaning of this Act; and the Cut or Canal and all and singular other the Works and Things hereby authorized to be made and done as aforesaid shall, except as to the Time for making and doing the same, and as to such other Matters as are herein otherwise expressly provided for, be considered  
Part

Part of the Canals, Works, and Things provided for and contemplated by the said recited Act, as fully as if originally authorized to be made and done by the same Act.

Ashted Tunnel to be repaired at the joint Expence of Birmingham Canal Company and Warwick and Birmingham Canal Company.

III. And be it further enacted, That the said Company of Proprietors of the *Birmingham* Canal Navigations shall and they are hereby required (subject to the Proviso herein-after contained), upon the Request in Writing from the Company of Proprietors of the *Warwick* and *Birmingham* Canal Navigation or their Committee, within Two Years after the passing of this Act, to lay out and expend in improving the Tunnel on the said *Birmingham* Canal Navigations called the *Ashsted Tunnel* a Sum not exceeding Ten thousand Pounds, such Improvement to be executed by and under the sole Direction of the Engineer for the Time being of the said Company of Proprietors of the *Birmingham* Canal Navigations: Provided always, that the said Company of Proprietors of the *Warwick* and *Birmingham* Canal Navigation shall pay to the Company of Proprietors of the *Birmingham* Canal Navigations one Moiety of the Sum so to be expended as aforesaid, and shall, previously to the Commencement of such Improvement, deposit in the Hands of the Treasurer of the said Company of Proprietors of the *Birmingham* Canal Navigations, to be by them applied in the Execution of such Improvements, the Moiety of the Amount of the Estimate of the said Engineer, such Moiety not to exceed Five thousand Pounds: Provided also, that such Estimate, and the Plan and Mode of executing the said Improvement, shall be first submitted to and approved by the said Companies of Proprietors respectively.

Plans deposited with the Clerk of the Peace, to remain there, and be open to Inspection,

IV. And whereas Maps or Plans describing the Line of the said intended Cut or Canal, and of the Lands through or over which the same is intended to be carried, together with a Section and Book of Reference containing a List of the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, have been deposited in the Offices of the Clerks of the Peace for the Counties of *Stafford* and *Warwick* respectively; be it therefore enacted, That the said Maps or Plans, Sections, and Books of Reference so deposited shall remain with and be kept by the said Clerks of the Peace of the Counties of *Stafford* and *Warwick*, to the end that all Persons may at all seasonable Times have Liberty to inspect the same, and to make Copies thereof or Extracts therefrom respectively, at their Pleasure, paying to such Clerks of the Peace the Sum of One Shilling for every such Inspection, and the further Sum of One Shilling for every Hour during which such Inspection shall continue after the first Hour, and paying for every Copy not exceeding One hundred Words or Figures the Sum of Sixpence, and so in proportion for any greater Number of Words or Figures of such Copies or Extracts; and the said Maps or Plans, Sections, and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, shall be good Evidence in all Courts of Law.

and shall be good Evidence.

Unintentional Errors in Book of Reference

V. Provided also, and be it further enacted, That the said Company shall and may make and complete the said Cut or Canal and other Works hereby authorized to be made as aforesaid, or any Part thereof,

thereof, into, through, across, or over the Lands or Grounds of any Person or Corporation whomsoever, or across any Road, Brook, or Rivulet respectively, omitted or mis-numbered in such Maps or Plans and Books of Reference as aforesaid, or any of them, if it shall appear to the Satisfaction of any Two or more Justices of the Peace for the County within which such Lands or Grounds, Road, Brook, or Rivulet, may lie or be situate, to be by such Justices certified in Writing under their Hands, that the Name, Title, or Description of such Person or Corporation, or the Name or Description of such Road, Brook, or Rivulet, shall have been by Mistake omitted or inaccurately delineated or stated in such Maps or Plans and Books of Reference, or any of them, or that instead thereof the Name, Title, or Description of some other Person or Corporation to whom such Lands or Grounds, or the Name or Description of some other Road, Brook, or Rivulet, shall have been by Mistake inserted therein; any thing herein-contained to the contrary thereof in anywise notwithstanding.

not to obstruct making the Canal, &c.

VI. Provided always, and be it further enacted, That the said Company, in making the said intended Cut or Canal and other Works, shall not deviate more than One hundred Yards from the Course or Direction laid down in the said Maps or Plans so respectively deposited as aforesaid.

Limiting Deviation from Maps or Plans.

VII. Provided also, and be it further enacted, That it shall not be lawful for the said Company, or their Servants, Agents, or Workmen, or any of them, to divert or take for the Use or Supply of the said Cut or Canal and Works hereby authorized to be made, except as herein-before mentioned, any Water from or out of any Brooks, Streams, or Watercourses other than and except the said present *Birmingham* Canal Navigations or any Part thereof, and the *Rotten Park* Reservoir aforesaid.

No Water to be taken from Brooks not in Plan.

VIII. Provided also, and be it further enacted, That nothing herein contained shall authorize or empower the said Company, or any Person acting by or under their Authority, to take, use, injure, or damage, for the Purposes of this Act, any House or other Building, or any Ground which on the First Day of *January* One thousand eight hundred and thirty-nine was the Site of any House or other Building, or any Land which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, without the Consent in Writing of the Owners and Occupiers thereof respectively, other than and except such as are specified in the Schedule annexed to this Act.

Houses and Gardens not to be used except those specified in the Schedule.

IX. And be it further enacted, That (unless with the Consent of the Persons or Corporations empowered to sell the same) the Lands, Tenements, and Hereditaments to be purchased or taken for making, completing, and maintaining the said Cut or Canal hereby authorized to be made, and the Towing Paths, Banks, and Side Drains thereof, and the Ditches and Fences for separating such Towing Paths, Banks, and Side Drains from the adjoining Lands, shall not exceed Thirty Yards in Breadth measured horizontally, (except in those Places where any Basin, Sluice, Lock, Double Lock, or Weir shall be made, or where

Breadth of Land to be taken for the Canal.

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the said Canal shall be raised higher or shall be cut more than Three Feet deeper than the present Surface of the Land, and also except in those Places where it shall be judged necessary for Boats to turn or lie in or pass each other, or for raising Embankments for crossing any Valley, or for the better Security of the Aqueducts herein-after authorized and directed to be made, or for effecting any Cuttings, or where any Warehouse, Crane, or Weighbeam may be erected, or where any Place may be set out or appropriated for the forming of any Dock, Quay, or Wharf for the Reception or Delivery of Goods, Wares, and Merchandizes,) and shall not (without such Consent as aforesaid) exceed in any Place One hundred Yards in Breadth.

In case of  
Injury to  
Roads.

X. And be it further enacted, That in all Cases where, in exercise of the Powers hereby granted, any Part of any Carriage or Horse Road or Footway, either public or private, shall be found necessary to be cut through, taken, or so much injured as to be impassable or inconvenient for Travellers, Passengers, or Carriages, or for the Persons entitled to the Use thereof, the said Company shall at their own Expence, before any such Road shall be cut through, taken, or injured as aforesaid, cause a good and sufficient Carriage or Horse Road or Footway, as the Case may require, to be set out and made instead thereof, as convenient for Travellers, Passengers, and Carriages, or as near thereto as may be, and where the former Road or Way is not restored shall cause the substituted Road or Way to be put into good and substantial Order and Condition, and where the Road cut through or used shall be a Turnpike Road shall cause the former Road to be restored as soon as conveniently may be; and in all Cases in which the former Road or Way shall be restored such substituted Road may be destroyed or stopped up by the said Company as soon as the former Road or Way shall be so restored; and when the said Canal shall cross any Road or Way a proper Bridge shall be made over the same by the said Company, and shall, whether such Road shall or shall not continue to be a Turnpike Road, be for ever thereafter kept in repair by the said Company.

Penalty on  
Company  
making de-  
fault in  
reinstating  
Turnpike  
Roads.

XI. Provided always, and be it further enacted, That in case the said Company shall neglect to set out and make such good and sufficient temporary Road as herein-before mentioned, or shall not restore and make good the permanent Road within the Period of Six Months from the Commencement of the Operation, then and in such Case the said Company shall forfeit and pay for every Day beyond the prescribed Period the Sum of Thirty Pounds, to be levied, recovered, and applied in the same Manner as other Penalties are by the said recited Act directed to be recovered, levied, and applied.

Regulations  
as to the  
Ascent to  
Bridges.

XII. Provided always, and be it further enacted, That in all Places where the Line of the said Cut or Canal authorized to be made under the Provisions of this Act shall cross any Road, the Bridges shall be constructed of Iron, Brick, or Stone of the full Width of the said Road; and the Ascent to every Bridge to be made over any Part of the said Cut or Canal for the Purpose of such Road shall not be greater than One Foot in Thirty Feet as to Turnpike Roads, and One Foot in Twenty Feet as to other public or Occupation Roads,  
except

except in the Case of the Roads from *West Bromwich* to *Sutton*, from *West Bromwich* to *Walsall*, and from *Perry Bar* to *Sutton*, and that in each of those Cases the Ascent shall not be greater than One Foot in Thirty Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet Six Inches above the Surface of such Bridge.

XIII. Provided always nevertheless, and be it further enacted, That the said Company shall not be liable to repair or amend any Part of the Roads, whether Turnpike or public or Occupation Roads, approaching to any Bridge or Bridges to be made over the said Cut or Canal and Works hereby authorized to be made, or any Part thereof, after such Roads shall have been first made and used for One Year, and then put in good and sufficient Repair by the said Company, beyond or further than the Extremity of the Wing Walls of any such Bridge or Bridges; but nothing herein contained shall be construed to exonerate the said Company from the future Repairs of such Bridge or Bridges to the Wing Walls, Ramparts, Side Banks, and Fences thereof respectively.

As to Repair  
of Roads  
approaching  
to Bridges.

XIV. And be it further enacted, That the said Company shall have the same or the like Powers and Authorities for the voluntary or compulsory Use or Acquisition of or otherwise in relation to any Lands, Tenements, or Hereditaments required for all or any of the Purposes of this Act, and that all Persons and Corporations, whether free from or under any Disability of Person or Title, shall have the same or the like Powers and Authorities for the Sale and Conveyance of or otherwise in relation to any such Lands, Tenements, or Hereditaments, and that all Parties shall be subject to the same or the like Provisions in reference to such Lands, Tenements, or Hereditaments, and to the several Matters aforesaid, in all respects as would have been the Case if such Lands, Tenements, or Hereditaments had been Lands, Tenements, or Hereditaments required for all or any of the Purposes of the said recited Act, yet so nevertheless that the Restrictions herein-after imposed on the said Company in point of Time shall, as to the said Lands, Tenements, or Hereditaments required for the Purposes of this Act, be substituted in lieu of the corresponding Restrictions imposed by the said recited Act.

Bodies  
Politic, &c.  
empowered  
to sell and  
convey  
Lands.

XV. Provided always, and be it further enacted, That the Consideration Money to be paid for any Lands, Tenements, or Hereditaments to be purchased from or conveyed by any Corporation, or any Person under any Disability or Incapacity, as in the said recited Act mentioned, or not having Power to sell except under the Provisions of this Act by reference to the said recited Act, shall in no Case be less than such Sum as the same shall be estimated at by the Verdict of a Jury, or by Two able practical Surveyors, one of whom shall be nominated by the said Company, and the other by the Person or Corporation contracting or agreeing to sell the same, and if such Two Surveyors shall not agree in the Valuation thereof, then by such Third Surveyor as any Two Justices acting for the County in which the Lands, or any Part thereof, shall be situate, shall for that Purpose nominate; and each of the said Two Surveyors, if they shall agree in

Lands  
bought of  
any Corpo-  
ration or  
Person under  
any Disabi-  
lity to be  
valued by  
Two Sur-  
veyors or  
their Um-  
pire.

and

and make their Valuation, or if not then the Surveyor so to be nominated by the Justices as aforesaid, shall annex to their or his Survey, Estimate, or Valuation, when completed, a Declaration of the Correctness thereof.

Expences of Jury and Witnesses how to be paid.

XVI. And be it further enacted, That in every Case in which the Verdict of a Jury shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands, Tenements, or Hereditaments to be used or taken by them for the Purposes of this Act, or as Compensation or Satisfaction for any Damage or Loss which may happen or arise in or be occasioned by the Execution of any of the Powers of the said recited Act or of this Act, all the Costs, Charges, and Expences incurred in summoning, impannelling, and returning such Jury, taking such Inquisition, and the Attendance of Witnesses, and the Attendance and reasonable Fees of One Counsel, and recording the Verdict or Judgment thereon, and otherwise incident to the said Inquisition, shall be borne by the said Company; and such Costs, Charges, and Expences shall be settled and determined by the Sheriff or other Officer presiding; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Seven Days after the same shall have been demanded, the same shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, (unless the Treasurer of the said Company shall pay such Costs, Charges, and Expences out of any Monies received by him by virtue of this or the said recited Act, and which he is hereby authorized to do,) under a Warrant to be issued for that Purpose by any Justice of the Peace acting within his Jurisdiction, and not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by or on behalf of the said Company, one Moiety of the said Costs, Charges, and Expences, to be settled and determined as aforesaid, shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the remaining Moiety shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money awarded to be paid to such Party as aforesaid as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of such Money shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender and Satisfaction of the Whole thereof.

Court of Exchequer may order reasonable Expences of Purchases and Costs to be paid by the Company.

XVII. And be it further enacted, That where by reason of any Disability or Incapacity of any Person or Corporation entitled to any Lands, Tenements, or Hereditaments to be purchased, taken, or used by the said Company under the Authority of this Act, or from any other Cause, (except the wilful Refusal of such Person or Corporation to convey the said Lands, Tenements, or Hereditaments, or to accept the Purchase or Compensation Money for the same,) the Purchase

Money



Money for any Lands, Tenements, or Hereditaments, or any Money to be paid by way of Recompence or Compensation for any Damage or Injury done to the same, shall be required to be paid into the Bank of *England*, it shall be lawful for the Court of Exchequer to order the reasonable Costs, Charges, and Expences attending any such Purchase, taking, or using of Land, or which may be incurred in consequence thereof, and also all the Costs, Charges, and Expences of the Investment of such Purchase or Compensation Money in Government or Real Securities, and the Reinvestment of the same, or the Government or Real Securities purchased therewith; in the Purchase of other Lands, Tenements, and Hereditaments, together with the necessary Costs, Charges, and Expences of obtaining the proper Orders, and of all other Proceedings for such Purposes, (except such as may be occasioned by Litigation between Claimants,) and for the Payment of the Dividends and Interest of the Government or Real Securities upon such Purchase or Compensation Money may be invested, and for the Payment out of Court of the Principal of such Purchase or Compensation Money, or the Government or Real Securities aforesaid, to be paid by the said Company; and the said Company shall from Time to Time pay such Sums of Money for the Costs, Charges, and Expences herein-before mentioned as the said Court shall direct.

XVIII. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as the Purchaser, of all Conveyances and Assurances of any Lands, Tenements, or Hereditaments which shall be purchased or taken by the said Company for the Purposes of this Act, and of deducing, evidencing, and verifying such Title as the said Company may require to the said Lands, Tenements, or Hereditaments, and of making out and furnishing such Abstract and such attested Copies as the said Company may require, and all Expences whatsoever incident to the Investigation, Deduction, and Verification of such Title, shall be exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Lands, Tenements, or Hereditaments so purchased or taken, shall pay the Amount of such Costs, Charges, and Expences, or in case there shall be any Dispute about the same shall obtain such Order as herein-after mentioned, and shall deposit, for the Purpose of paying the same, in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party from whom the Lands, Tenements, or Hereditaments shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands, Tenements, or Hereditaments so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Order herein-before mentioned not having been obtained, or the Deposit herein mentioned not having been made, unless the Party from whom such Lands, Hereditaments, or shall have been purchased shall, within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Company, deliver a Bill of their said Costs, Charges, and Expences to the said Company: Provided also, that in case the said Company shall not require the making out or furnishing of such Abstract of Title as aforesaid, but shall be satisfied with an Inspection of the Title Deeds of the Seller

Expences of Title to be paid by the Company.

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of the Lands purchased or taken, such Seller shall be bound, at the Expence of the said Company, to produce or cause the Production of the Title Deeds relating to the said Lands, Tenements, or Hereditaments, when required by the said Company so to do, without furnishing any Abstract of his Title.

How such  
Costs are to  
be ascer-  
tained.

XIX. And be it further enacted, That if the said Company and the Party aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to One of the Masters of the said Court, to be taxed in the usual Manner, and such Order shall be served on the Party aforesaid, who shall be at liberty to proceed under the same; and after Taxation thereof it shall be lawful for the said Court to order and direct the Amount of such Costs, Charges, and Expences, so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Party from whom such Lands, Tenements, and Hereditaments shall have been purchased or taken, to be paid to the Party aforesaid: Provided always, that the said Company shall not be at liberty to enter into Possession of the Lands, Tenements, and Hereditaments so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited the Sums claimed in respect of the same in the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there "*Ex parte* the Company of Proprietors of the *Birmingham Canal Navigations*," pursuant to the Method prescribed by the Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, for better securing Monies and Effects paid into the said Court; which Sum shall be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences: Provided always, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless One Sixth Part of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expence shall be paid and borne by the Party from whom the said Lands, Tenements, and Hereditaments were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid.

Power to  
enter Lands  
on Payment  
or Tender of  
Purchase  
Money and  
for setting  
out Canal.

XX. And be it further enacted, That upon Payment or legal Tender of such Sum of Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner in the said recited Act mentioned, for the Purchase of any Lands, Tenements, or Hereditaments, Rent or other Charge, for the Purposes of the said Undertaking, to the respective Proprietors of such Lands, Tenements, or Hereditaments, or other Persons respectively interested therein, and entitled to receive such Money; or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent

from

from *England*, or shall refuse or be unable from any Cause whatever to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands, Tenements, or Hereditaments to the Satisfaction of the said Company, or if any Party entitled unto or to convey such Lands, Tenements, or Hereditaments shall not be known, or shall die after such Agreement or Award, or shall be absent from *England*, or shall refuse, neglect, or be unable from any Cause to convey the same, then upon Payment of such Money into the Bank of *England*, as in the said recited Act directed, to the Credit of the Parties interested in such Lands, Tenements, or Hereditaments; or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, Tenements, or Hereditaments, Rent or other Charge, which any Corporation, Trustees, or Person under Disability is by the said recited Act capacitated to convey, upon Payment of the same into the Bank of *England*, as in the said recited Act is directed, to an Account "*Ex parte* the Company of Proprietors of the *Birmingham Canal Navigations*;" then and in every such Case it shall be lawful for the said Company immediately to enter upon such Lands, Tenements, or Hereditaments, and thereupon all the Estate, Use, Trust, and Interest of all Parties in respect of whose Rights or Interests such Purchase Money shall have been paid shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of the said recited Act and this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and Curtesy, and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever, of and in the said Lands purchased or paid for by means of such Payment, Tender, or Deposit: Provided always, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this or the said recited Act, except as herein-after mentioned, without the previous Consent of the Persons in Receipt of the Rents, and of the Occupiers thereof respectively: Provided nevertheless, that the said Company shall be at liberty to enter upon the said Lands for the Purpose of setting out and marking, by Stakes or otherwise, the Line of the said Cut or Canal, and ascertaining the precise Direction thereof, and the Quantity and Extent of Land requisite to be taken for the Purpose of the same, (but without boring upon, digging, or excavating the said Lands further than may be absolutely necessary for ascertaining the Nature of the Soil thereof,) with the Consent of the Occupiers thereof, or without their Consent at such reasonable Times and under such Regulations and Restrictions as shall be authorized and imposed by any Justice of the Peace acting for the County or Place within which such Lands, or any Part thereof, may be situate, upon Notice to be given to the respective Occupiers of the said Lands, or left at their last known or usual Place of Abode: Provided also, that the said Company shall pay full Compensation for any Damage they may do in setting out or ascertaining their said Line, and the Nature  
of

of the Soil thereof, whether by the Destruction of Timber, Boring, Excavation, or otherwise, such Compensation, in case of Dispute about the same, to be settled by any Two Justices of the Peace for the County or Place where the said Lands may be.

Penalty on Company entering upon Lands without Consent before Payment of Purchase Money.

XXI. And be it further enacted, That if the said Company or any of their Contractors shall wilfully enter upon and take possession of any Lands, Tenements, or Hereditaments, except for the Purposes herein-before mentioned; without such Consent as aforesaid, or without having made or tendered Payment for the same as aforesaid, the said Company shall forfeit and pay to the Party in Possession of such Lands, Tenements, or Hereditaments the Sum of Ten Pounds, over and above the Amount of any Damage done to such Lands, Tenements, or Hereditaments by reason of such Entry and taking possession as aforesaid, such Penalty and Damage respectively to be recovered before any Two Justices of the Peace for the County or Place where the said Lands, Tenements, or Hereditaments may be situate; and if the said Company or their Contractors shall, after Conviction in such Penalty as aforesaid, or after Notice to the said Company from the Party in Possession of such Lands, Tenements, or Hereditaments, continue in unlawful Possession of the said Lands, Tenements, or Hereditaments, the said Company shall be liable to forfeit and pay the Sum of Twenty-five Pounds for every Day they or their Contractors may so remain in Possession as aforesaid, such Penalty to be recoverable by the Party in Possession of the said Lands, Tenements, or Hereditaments, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*: Provided always, that nothing herein contained shall be held to subject the same Company to the Payment of any such Penalties as aforesaid if they shall *bonâ fide* and without Collusion have paid or tendered or deposited the Compensation agreed or awarded to be paid in respect of the said Lands, Tenements, or Hereditaments to any Person whom the said Company may have reasonably believed to be entitled to receive the same, although such Person may not have been legally entitled to receive the same, or the said Company shall have *bonâ fide* made an incorrect Deposit thereof; nor shall any Decision of Justices under the Provision herein-before contained be held conclusive as to the Right of Entry by the said Company: Provided also, that in case the said Company shall have given Notice of this Provision to any Contractor or Contractors, the said Company shall be entitled to recover from such Contractor or Contractors any Penalty in which they may have been convicted in consequence of the Act of such Contractor or Contractors, or his or their Servants, Agents, or Workmen, done without the Authority of the said Company.

If Land not contracted for within Three Years the Power of purchasing hereby given to cease.

XXII. Provided always, and be it further enacted, That if the said Company shall not within the Space of Three Years, to be computed from the passing of this Act, agree for, and cause to be valued and paid for, the Lands, Tenements, and Hereditaments which will be required for the Purposes of making the said Cut or Canal, and Works belonging thereto, herein-before authorized to be made, then and from thenceforth the said Company shall not be at liberty to take, use, or purchase the same without the Consent of the Parties hereby enabled to

to sell or convey, any thing in this Act or in the said recited Act to the contrary thereof in any wise notwithstanding.

XXIII. And be it further enacted, That if the said Cut or Canal and Works hereby authorized to be made shall not have been completed within the Space of Four Years from the passing of this Act, unless prevented by inevitable Accident, all the Powers and Provisions given and granted by this Act, either expressly or by reference to the said recited Act, in respect thereof, shall from thenceforth cease and become void, save only and except as to so much and such Part of the said Works as shall have been completed within the Time aforesaid.

If Works not completed within Four Years the Powers of the Act to cease.

XXIV. And for preventing any Question as to the Effect of the general Clauses of Reference herein-before contained in conferring an additional Power of purchasing Fifty Acres similar to the Power for the like Purpose contained in the said recited Act; be it further enacted, That it shall be lawful for the said Company and they are hereby authorized and empowered to contract with any Person or Corporation who (by the combined Effect of the said recited Act and this Act) is or are empowered to sell any Lands, Tenements, or Hereditaments to the said Company, for the Purchase of any Lands, Tenements, or Hereditaments which such Person or Corporation shall be willing to sell, not exceeding in the whole Fifty Statute Acres, in addition to the Lands, Tenements, and Hereditaments which will be wanted for forming the said intended Cut or Canal and Works, or which the said Company shall be required to purchase, in such Place or Places as the said Company shall deem eligible or convenient, for the Purpose of making, erecting, forming, and providing any Wharf, or any Coal or other Yards, Staiths, Messuages, Warehouses, Buildings, and Conveniences, for the Purpose of receiving, lodging, depositing, or keeping any Goods, Wares, and Merchandizes carried or conveyed or intended to be carried or conveyed upon the said Cut or Canal, or for making any convenient Roads, Avenues, or Ways leading thereto, or for any other Purpose whatsoever connected with the Concerns of the said Company or the Purposes of this Act which they shall judge requisite and necessary, except for the Purpose of making any Canal not authorized by the Provisions of this or of the said recited Act; and it shall be lawful for every Person and Corporation herein-before empowered to sell as aforesaid to sell and convey to the said Company and their Successors any Lands, Tenements, or Hereditaments whatsoever, for the Purposes aforesaid, or any of them, and that without inquiring or ascertaining or being bound to inquire or ascertain that the Lands, Tenements, or Hereditaments so sold or conveyed to the said Company and their Successors, for the Purposes aforesaid, or any of them, will or will not, together with other Lands purchased by the said Company under this present Provision, amount to a greater Quantity of Land than Fifty Statute Acres in the whole.

Company empowered to contract for Fifty Acres of Land.

XXV. And be it further enacted, That it shall be lawful for the said Company from Time to Time and at all Times hereafter to sell and dispose of such additional Lands, Tenements, or Hereditaments

Company empowered to sell such Lands, and as to purchase

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and sell again within the Limits prescribed.

as they are hereby empowered to purchase and shall have actually purchased for the Purposes of this Act as last aforesaid, or such Parts of the same Lands, Tenements, or Hereditaments as the said Company shall think proper, and either together or in Parcels, by public Auction or private Contract, as shall be thought expedient, and again from Time to Time to contract for the Purchase of any other Lands, Tenements, or Hereditaments for the said Purposes or any of them, and afterwards to sell and dispose of the same as aforesaid, so that the total Number or Quantity of Acres to be purchased by the said Company for any of the said Purposes shall not exceed at any One Time the Quantity or Number of Fifty Acres; and every Sale and Conveyance of any Lands, Tenements, and Hereditaments by the said Company, under or by virtue of the Powers and Provisions contained in this Act, shall be made in the Manner and Form, according to the Nature of the Property, and as far as the Circumstances of the Case will admit, and be subject to the Provisions in all respects, prescribed in and by the said recited Act concerning the Lands, Tenements, and Hereditaments purchased by the said Company for the Purposes of the same Act, and which may be sold by the said Company under the Provisions therein contained, and which said Provisions are hereinbefore made to extend to this Act.

Company not to purchase more than Fifty Acres from incapacitated Parties.

XXVI. And be it further enacted, That it shall not be lawful for the said Company to purchase from any Person or Corporation who, except by virtue of this Act, would be incapable of making a complete and effectual Sale and Conveyance, more than Fifty Statute Acres; and in case the said Company shall afterwards sell the Whole or any Part of such Fifty Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same, or of or from any other Person or Corporation, who, except by virtue of this Act, would be incapable of making a complete and effectual Sale or Conveyance of any other Lands, Tenements, or Hereditaments, in lieu of such Fifty Statute Acres, or any Part thereof, so sold or disposed of by the said Company.

Existing Contracts affected. not to be.

XXVII. Provided always, and be it further enacted, That nothing in this Act contained shall operate or extend to prejudice, annul, vary, suspend, extinguish, or affect any Contract in Writing which previously to the passing of this Act shall or may have been entered into between the said Company of Proprietors of the *Birmingham Canal Navigations*, and any Owner of Lands, Tenements, or Hereditaments which, or any Part or Parts of which, or any Right, Interest, Easement, or Privilege to, in, over, upon, or in relation to which, may be required for the Purposes of this Act, but that so far as relates to such Lands, Tenements, and Hereditaments, and all Rights, Powers, and Interests to, over, in or upon the same, the Powers and Provisions of this Act shall be and be deemed to be restricted and controlled by the Terms of such Contracts respectively, any thing herein contained or implied to the contrary notwithstanding.

Company to make an Aqueduct over the

XXVIII And whereas the said Cut or Canal hereby authorized to be made is intended to be carried over the Grand Junction Railway near to *Friar's Park Farm* in the Parish of *Westbromwich* in the County

County of *Stafford* aforesaid by means of an Aqueduct: And whereas it is expedient to provide against Injury being occasioned thereby to the free Passage of the said Railway; be it therefore enacted, That the said Company of Proprietors of the *Birmingham Canal Navigations* shall and they are hereby required, at their own Expence, to build in a proper Manner, and to the Satisfaction of the Engineer for the Time being of the said Railway Company, a good, firm, and substantial Aqueduct of Brick, Stone, or Iron, in a straight Line, and not otherwise, over the said Railway, with proper Approaches thereto, in the particular Situation where the said Cut or Canal is (as shown by the said Maps or Plans deposited as aforesaid) intended to be carried over the said Railway in the said Parish of *Westbromwich* aforesaid, upon which Aqueduct the said Canal shall be made and carried; and the Opening or Span of the whole of the Arch of the said Aqueduct shall not be less than Thirty Feet on the Square between the Walls or Abutments thereof, nor more than Thirty Feet in Width between the Parapet Walls, and that the Spring of the Arch shall commence at a Point not being less than Ten Feet above the Level of the Rails of the said Railway, and that the under Side of the Centre of the said Arch shall not be less than Seventeen Feet in Height above the Level of the Rails of the said Railway; and the said Company of Proprietors of the *Birmingham Canal Navigations* shall at all Times for ever after the said Aqueduct shall be erected keep the same, and all future Aqueducts to be erected in lieu thereof, (and which shall be in the like Direction and of the like Form, Dimensions, Capacity, and Materials as are herein-before mentioned,) in good and complete Repair; and in case of any Want of Repair to the said Aqueduct for the Time being, whether arising from the sinking thereof or any other Cause, and Notice thereof being given by any Agent of the said Railway Company to the said Company of Proprietors of the *Birmingham Canal Navigations*, or their Clerk, if the same Company shall not for the Space of Five Days after such Notice commence such repairing, and (in case of any such sinking) commence the raising and rebuilding of the said Aqueduct, or such Part thereof as shall be necessary, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Railway Company from Time to Time to make all such Repairs, and raise and rebuild the same, or such Part thereof as shall be necessary, in such Manner as they may think proper, and all the Expences thereof shall be repaid by the said Company of Proprietors of the *Birmingham Canal Navigations* to the said Railway Company, upon Demand; and in default of such Payment any Two or more of Her Majesty's Justices of the Peace for the said County of *Stafford* shall and they are hereby required, on Application by the said Railway Company or their Clerk, or any other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount of such Expences, which shall be settled and allowed by such Justices, to be levied by Distress and Sale of the Goods and Chattels of the said Company of Proprietors of the *Birmingham Canal Navigations*, and to be paid by the said Railway Company, their Agent or Clerk, rendering the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Company of Proprietors of the *Birmingham Canal Navigations*.

Grand  
Junction  
Railway.

Navigations ; or otherwise the said Railway Company shall and may sue for and recover the same, against the said Company of Proprietors of the *Birmingham* Canal Navigations, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*.

Company not to interfere with the Grand Junction Railway.

XXIX. And be it further enacted, That neither the said Company of Proprietors of the *Birmingham* Canal Navigations nor any Person or Persons, in execution or under colour of this Act, shall, in the Erection of such Aqueduct, or by means of such Aqueduct when erected, in the Repair thereof, or in the Erection of any future Aqueduct in lieu thereof, or of any of them, or by any other Means, alter the Course of the said Grand Junction Railway, or obstruct the Course of the said Railway, or impede the Passage thereof, or injure any of the Works thereof, nor shall the said Company of Proprietors of the *Birmingham* Canal Navigations, in the Erection of the said Aqueduct, deviate more than Twenty Yards from the Line laid down in the said Maps or Plans so deposited as aforesaid, without the Consent in Writing of the said Railway Company, under their Common Seal, first had and obtained.

This Act not to prejudice the Rights of the Grand Junction Railway Company.

XXX. Provided also, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, or alter or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in the Grand Junction Railway Company in and by all or any of the several Acts of Parliament now in force relating to the said Railway Company, or otherwise howsoever, except as is expressly enacted by this present Act.

Provisions in case of Obstruction.

XXXI. And be it further enacted, That if by or by reason or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of the said Aqueduct over the said Grand Junction Railway, or of any of the Slopes, Banks, or Walls of the said Canal near the said Railway, it shall happen that the said Railway, or the Works connected therewith, shall be so injured that Engines, Carriages, or Waggons, with their usual and accustomed Loads, shall be obstructed or impeded in their Passage upon or along the said Railway, or shall not be able to pass along the same, then and in any such Case the said Company of Proprietors of the *Birmingham* Canal Navigations shall pay to the said Grand Junction Railway Company, as or by way of ascertained Damages, the Sum of Five hundred Pounds for every Day during which any such Impediment shall continue, and so in proportion for any fractional Part of a Day, over and besides all Damages done or occasioned to or sustained by any other Company or Person or Persons using or entitled to use or to have the Benefit of the said Railway ; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the said Canal Company, or any Officer or Agent of theirs, the said Grand Junction Railway Company may sue for and recover the same, together with full Costs of Suit, against the said Canal Company, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster* : Provided also, that nothing herein contained shall extend to prevent the said Grand Junction Railway Company from recovering against the said Canal Company any special,



special, further, or other Damage that may be sustained by them on account of the Acts or Defaults of the said Canal Company, in respect of which the said Penalties are imposed, beyond the Amount of such Penalty or Penalties; and they are hereby authorized to sue for and recover such special, further, and other Damages accordingly.

XXXII. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to authorize or enable the Company of Proprietors of the *Birmingham* Canal Navigations, or any other Person or Persons or Company, in execution or under colour of this Act, to enter upon, take, prejudice, or interfere (either permanently or temporarily) with any of the Buildings, Lands, or Grounds belonging to the Grand Junction Railway Company now used for the Purposes of the said Railway, without the Consent of the said Company under their Common Seal first obtained, save and except so far as may be required for the Purpose of forming the said Aqueduct over the said Railway.

Not to take the Land or Buildings or interfere with the Works of the Grand Junction Railway Company.

XXXIII. And be it further enacted, That nothing in the said Act or this Act contained shall authorize or empower the said Company of Proprietors to take away, lessen, alter, divert, or obstruct any Brook, Stream, Feeder, or Watercourse now or for the Time being discharging itself either directly or indirectly into the River *Tame*, or into any other Stream, Reservoir, or Pound by which the *Birmingham* Waterworks now are or for the Time being may be supplied; and that the said Company of Proprietors shall, at their own proper Costs and Charges, make or cause to be made all such Arches, Tunnels, Culverts, Drains, or other Passages, over, under, or by the Side of the said Canal, and of such Breadth, Depth, and Dimensions, as shall be necessary and sufficient at all Times to prevent the said Brooks, Streams, Feeders, and Watercourses from discharging themselves, or any of them, into the said Canal, and to carry and convey the same into the said River *Tame*; and all such Arches, Tunnels, Culverts, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, scoured, and kept in good Order and Repair by the said Company; and if at any Time after Seven Days Notice in Writing shall, by or on behalf of the Engineer, Clerk, or other Person engaged in the Management of the said *Birmingham* Waterworks, be given to the said Company, that the said Arches, Tunnels, Culverts, Drains, or other Passages, or any of them, are or is not made, cleansed, maintained, and repaired according to the true Intent hereof, then it shall be lawful for such Engineer, Clerk, or other Person, from Time to Time, as often as there shall be Occasion, to make, cleanse, and repair such Arches, Tunnels, Culverts, Drains, and other Passages, and the reasonable Expences thereof shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of One Calendar Month after Demand thereof made upon the said Company, such Expences shall and may be recovered and levied by such Clerk or other Person either by Action at Law or in such other Manner as any other Money is by the said recited Act or this Act directed to be recovered from the said Company.

For Protection of the Birmingham Waterworks Company.

[Local.]

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XXXIV. And

Canal not to be made nearer to certain Parts of the Works of the Birmingham Waterworks Company than as laid down on the Plan.

XXXIV. And be it further enacted, That nothing in the said recited Act or this Act contained shall authorize or empower the said Company to make or construct that Part of the said Canal which is intended to lie between the *Birmingham* and *Lichfield* Turnpike Road and *Hawthorn Brook* nearer to the said River *Tame*, or to the Reservoir of the said *Birmingham* Waterworks, than the Line drawn in the said Maps or Plans, or to deviate, in making the said Canal and other Works, from the Course or Direction laid down in the said Maps or Plans so deposited as aforesaid, so far as respects the said Canal between the said Road and Brook, but that the said Canal between the said Road and Brook shall be made and constructed on the Line delineated on the said Plan so as to intersect a Place called the *Dwarf Holes*, near the said Turnpike Road, and not elsewhere.

Time for Sale of Lands in 5 W. 4. c. 34 extended ;

XXXV. And whereas by the said recited Act it was amongst other things enacted, that the said Company should and they are thereby required to sell, within Five Years from the passing of the said Act, all such Lands, Tenements, or Hereditaments whereof they were then seised or possessed as were not applicable to any of the Purposes of the said Act, and that in the event of their not selling the same within the Time aforesaid the same should immediately upon the Expiration of the said Period of Five Years, and without the Payment of any Price or Consideration for the same, go and belong to the Proprietors of the Land immediately adjoining thereto on each Side thereof, according to their several and respective Estates and Interests in such adjoining Lands ; and it was by the said Act further enacted, that it should be lawful for the said Company and they were thereby authorized and empowered from Time to Time to contract with any Person or Corporation thereby empowered to sell (if they should respectively be willing to sell the same) for the Purchase of any Lands, Tenements, or Hereditaments, not exceeding in the whole Fifty Statute Acres, (in addition to the Lands, Tenements, and Hereditaments thereby vested in the said Company, or which they were therein-before authorized or required to take or use,) in such Place as the said Company should deem eligible or convenient, for the Purpose of making, erecting, forming, and providing any Wharf, and any Coal or other Yards, Staiths, Messuages, Warehouses, or other Buildings and Conveniences, for the Purpose of receiving, lodging, depositing, or keeping any Goods carried or conveyed or intended to be carried or conveyed upon the said Canals, and for making any convenient Roads, Avenues, or Ways leading thereto, or for any other Purpose whatsoever connected with the Concerns of the said Company which they should judge requisite and necessary, except for the Purpose of making any Canal not authorized by the other Provisions of the said recited Act : And whereas some of the said Lands, Tenements, and Hereditaments of which the said Company were seised or possessed at the Time of the passing of the said recited Act have been sold by the said Company in pursuance of the same Act, and Parts of the same Lands, Tenements, and Hereditaments yet remain unsold, and by reason of the Shortness of the Space or Period limited by the said recited

recited Act for the Sale of such Lands, Tenements, and Hereditaments great Loss is apprehended to the said Company in the Value of the Lands so remaining unsold if they should be required to sell the same within the Space or Period limited and required by the said recited Act for the Sale thereof: And whereas certain Parts of the said Lands so remaining unsold might with Advantage be retained and appropriated by the said Company in or towards the said Quantity of Fifty Acres which the said Company are authorized by the said recited Act to acquire for any Purpose whatsoever connected with the Concerns of the said Company; be it therefore further enacted, That the Period for the Sale of such of the said Lands, Tenements, and Hereditaments of which the said Company were seised or possessed at the Time of the passing the said recited Act, and which they were by the same Act required to sell, as have not yet been sold by them as aforesaid, shall be and it is hereby extended to the Period of Five Years from the passing of this Act; and that the Provision in the said recited Act contained for causing the Lands, Tenements, or Hereditament not sold within the Time thereby prescribed to go and belong to the Proprietors of the adjoining Land shall accordingly be postponed to the said Period of Five Years from the passing of this Act, and shall apply to such Part only of the said Lands, Tenements, and Hereditaments as shall remain unsold at the Expiration of the said last-mentioned Period of Five Years, any thing in the said recited Act to the contrary thereof in anywise notwithstanding; and further, that it shall and may be lawful to and for the said Company, and they are hereby authorized and empowered, at any Time previous to the Sale of the said Lands, Tenements, and Hereditaments, the Period for the Sale whereof is hereby extended as aforesaid, if they shall think proper, to retain to themselves, and to appropriate for any Purpose or Purposes mentioned in the said recited Act, except for the Purpose of making any Canal not authorized by this or the said recited Act, any Quantity not exceeding in the whole Fifty Acres of the same Lands, Tenements, and Hereditaments, in such Place or Places as they shall think proper, for the Purposes last aforesaid, the Lands, Tenements, and Hereditaments so retained and appropriated to be deemed and taken as or in part of the said Fifty Acres which they were by the said recited Act authorized to acquire for the Purposes therein mentioned concerning the same, and to be subject to all the Provisions of the said recited Act in reference to the said Fifty Acres thereby authorized to be acquired: Provided always, that in case the said Company shall have already purchased or shall hereafter purchase any other Lands, Tenements, or Hereditaments for the Purposes last aforesaid, under the Powers contained in the said recited Act, then and in either of the aforesaid Cases so much only of the said Lands, Tenements, and Hereditaments the Period for the Sale whereof is hereby extended shall be retained and appropriated by the said Company for such Purposes as aforesaid as, together with the Lands, Tenements, and Hereditaments so already purchased or to be hereafter purchased by them, under the Powers contained in the same Act, for the same Purposes, shall amount to and not exceed in Quantity Fifty Statute Acres.

and Power given to appropriate Lands for the Purposes of former Act.

Provision  
as to Land  
covered with  
Spoil.

XXXVI. And whereas some of the said Lands, Tenements, and Hereditaments of which the said Company were seised or possessed at the Time of the passing of the said recited Act are covered with the Spoil and Materials which have been dug, raised, or gotten in forming the Canals of the said Company, and the said Spoil and Materials, or considerable Quantities thereof, are from Time to Time used and will continue to be required for the necessary Repairs of the said Canals, and for filling up Crevices and Sinkings occasioned by the working of Mines underneath or near to the said Canals: And whereas Doubts may be entertained whether, under the Provisions of the said recited Act, the said Lands, Tenements, and Hereditaments, or any Part thereof, can be retained by the said Company for the Purposes aforesaid: And whereas it is expedient that such Doubts should be removed; be it therefore further enacted, That the said Lands, Tenements, and Hereditaments so covered with the said Spoil and Materials dug, raised, or gotten in forming the said Canals shall and may be retained by the said Company as a Place for the Deposit of such Spoil and Materials, and that when and so soon as such Spoil and Materials shall be removed or no longer required, the same Lands, Tenements, or Hereditaments shall forthwith be sold and disposed of under the Provisions of the said recited Act in reference to Lands, Tenements, and Hereditaments not for the Time being wanted for the Purposes of the said Act.

Providing  
Remedy in  
case of Pro-  
ceedings for  
Recovery of  
Land pur-  
chased by  
the Com-  
pany.

XXXVII. And be it further enacted, That if any Proceeding shall at any Time be had or taken against the said Company, or any Person claiming under them, for the Recovery of the Possession of any Lands, Tenements, or Hereditaments which may have been purchased or taken, or shall hereafter be purchased or taken by the said Company, for the Purposes of the said recited Act, or the Acts therein mentioned, or of this present Act, and for which they shall have *bonâ fide* and without Collusion paid, deposited, or tendered, according to the Provisions of the said recited Act, the Purchase Money, Compensation, or Satisfaction agreed or awarded to be paid in respect of the same, then, within Two Calendar Months after final Judgment shall be obtained by any Person for the Recovery of the Possession of any such Lands, Tenements, or Hereditaments, or the final Determination of any Writ of Error or Appeal from such Judgment, or the final Taxation of the Costs of such Proceedings, there shall be paid or tendered, in lieu of such Lands, Tenements, or Hereditaments, to the Person so obtaining such Judgment, or into the Court in which such Proceeding shall be pending, his full Costs, Charges, and Expences of any Proceeding for obtaining such Judgment, together with such Sum of Money as the Jury shall in the Manner herein-after mentioned find to be the Value of the said Lands, Tenements, or Hereditaments at the Time when the same were purchased and conveyed for the Purposes of the said recited Act or this Act, or when Possession thereof was taken as aforesaid by the said Company, together with such a Sum of Money as the said Jury shall at the Time find to be the Value or an Equivalent for such Mesne Rents and Profits of the said Lands, Tenements, or Hereditaments, in case the same had not been taken or used for the said Canal, as the Party obtaining such Judgment would have been entitled to; or in  
case

case the Person obtaining such Judgment shall be entitled to any partial or less Interest in the said Lands, Tenements, or Hereditaments than the absolute Fee Simple thereof in Possession, free from Incumbrances, then the Value of the said Lands, Tenements, or Hereditaments, to be ascertained as after mentioned, shall be paid into the Bank of *England*, with the Privity of the Accountant General of the Court of Exchequer, or in such other Manner as directed by the said recited Act with respect to Lands purchased from such Parties; and upon Payment or Tender of such Sum or Sums of Money as herein-before mentioned, the Interest of such Person or Persons in the said Lands, Tenements, or Hereditaments shall be and remain absolutely vested in the said Company, their Successors and Assigns.

XXXVIII. And be it further enacted, That the Jury who shall try any Proceedings brought for the Recovery of the Possession of such Lands, Tenements, and Hereditaments as aforesaid shall at the same Time ascertain the Value thereof at the Time when they were purchased and conveyed for the Purposes of the said recited Act, or the Acts therein mentioned, or of this present Act, or when Possession was taken thereof by the said Company; or in default thereof such Value may be settled and ascertained by a Jury to be summoned and returned as and in manner directed by the said recited Act, and the Value so found shall be certified by the presiding Judge under his Hand, and such Certificate shall be delivered to the Person seeking to recover Possession of the same Lands, Tenements, and Hereditaments, and such Value shall be the Amount to be paid in lieu of the said Lands, Tenements, and Hereditaments, and shall be paid and applied in manner directed by the said recited Act.

The Jury who shall try such Proceedings shall ascertain the Value to be paid in lieu of the Land.

XXXIX. And be it further enacted, That the Tolls imposed by the said recited Act shall not by reference be payable in respect of the Cut or Canal hereby authorized to be made, or the Branches thereon, any thing herein-before contained to the contrary in anywise notwithstanding, but all and singular the Powers, Modes of Computation, Exemptions, and other Provisions whatsoever of the said recited Act in reference to the Tolls thereby imposed shall nevertheless extend and apply in all respects to the Tolls herein-after authorized to be taken by the said Company.

Provisions in former Act relating to the Tolls to apply to this Act.

XL. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, from Time to Time and at all Times hereafter, to ask, demand, take, receive, and recover, to and for their own Use and Benefit, the several Tolls herein-after mentioned; (that is to say,)

Power to take Toll.

For all Coal, Coke, Ironstone, Minerals, and other Goods (except Lime and Limestone) which shall be carried or conveyed in either Direction upon any Part of the said Cut or Canal hereby authorized to be made, any Sum which the said Company shall from Time to Time direct, not exceeding the Sum of One Penny Halfpenny *per Ton per Mile*:

Tolls.

[*Local.*]

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And

And for all Lime and Limestone which shall be carried or conveyed in either Direction upon any Part of the said Cut or Canal hereby authorized to be made, any Sum which the said Company shall from Time to Time direct, not exceeding the Sum of One Half-penny *per Ton per Mile* :

For all Coal, Coke, Ironstone, Minerals, and other Goods which shall be carried or conveyed in either Direction upon any Part of any one of the Branch Canals which the said Company may hereafter make or purchase by virtue of the Powers of the said recited Act as made applicable to this present Act, any Sum which the said Company shall from Time to Time direct, not exceeding the Sum of Two-pence *per Ton* :

For all Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods whatsoever which shall pass in either Direction through any Lock or any Number of Locks to be erected on any one of the Branch Canals which the said Company may hereafter make or purchase by virtue of the Powers of the said recited Act as made applicable to this present Act, any Sum which the said Company shall from Time to Time direct, not exceeding the Sum of One Penny *per Ton* by way of Lock Dues :

For the Wharfage of all Coal, Coke, Ironstone, Lime, Limestone, and other Minerals which shall be landed, loaded, or placed at or upon any public Wharf of the said Company to be made by virtue of the Powers of the said recited Act as made applicable to this present Act, any Sum which the said Company shall from Time to Time direct, not exceeding the Sum of One Penny *per Ton* :

For the Wharfage of all Coal, Coke, Ironstone, Lime, Limestone, and other Minerals whatsoever which shall remain upon any such public Wharf of the said Company beyond the Space of Forty-eight Hours, any further Sum which the said Company shall from Time to Time direct, not exceeding the further Sum of One Farthing *per Ton* for every Fortnight which such Articles shall remain upon such Wharf after the Expiration of the said Forty-eight Hours, and so after that Proportion for any less Period than a Fortnight :

For the Wharfage of all Goods (except Coal, Coke, Ironstone, Lime, Limestone, and other Minerals) which shall be landed, loaded, or placed at or upon any such public Wharf of the said Company, any Sum which the said Company shall from Time to Time direct, not exceeding the Sum of Two-pence *per Ton* :

For the Wharfage of all Goods (except Coal, Coke, Ironstone, Lime, Limestone, and other Minerals) which shall remain upon any such public Wharf of the said Company beyond the Space of Forty-eight Hours, any further Sum which the said Company shall from Time to Time direct, not exceeding the further Sum of One Halfpenny *per Ton* for every Week which such Articles shall remain upon such Wharf after the Expiration of the said Forty-eight Hours, and so after that Proportion for any less Period than a Week :

For the weighing of all Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods whatsoever which the Owner thereof shall be desirous of having weighed at such public Wharf of the said Company, any Sum which the said Company shall from Time to Time direct, not exceeding the Sum of Two-pence *per Ton* :

For

For the Use of any Crane to be erected and made in pursuance or under the Authority of the Provisions of the said recited Act as made applicable to this present Act, any Sum which the said Company shall from Time to Time direct, not exceeding the Sum of Two-pence *per* Ton.

XLI. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, from Time to Time and as often as they shall see fit, to lessen or reduce all or any of the Tolls hereby authorized to be taken for or in respect of any Coal, Coke, Iron, Ironstone, Lime, Limestone, Minerals, or other Good whatsoever, or any particular Description of such Articles respectively, and afterwards from Time to Time again to raise or advance the same or any of them, so that the same do not at any Time exceed the respective Amounts or Sums herein-before set forth and hereby authorized to be taken: Provided always, that previously to any Reduction or Advance in the said Tolls being carried into effect One Calendar Month's Notice at least shall be given in some One of the Newspapers published in the Town of *Birmingham* and in the County of *Stafford* respectively; provided also, that no Reduction or Advance shall be made in any of the Tolls *per* Mile in any Part of the said Cut or Canal hereby authorized to be made without a proportional Reduction on the Tolls *per* Mile throughout the Whole of the Cuts or Canals of the said Company in respect of the same Description of Articles, and that no Reduction or Advance in the said Tolls shall, either directly or indirectly, be made partially or in favour of or against any particular Person or Company, or be confined to any particular Part of the said Cut or Canal hereby authorized to be made, but that a proportional Reduction or Advance of Tolls upon any particular Description of Articles shall extend to and take place throughout the Whole and every Part of the said Cut or Canal hereby authorized to be made, and the other Cuts or Canals of the said Company, upon and in respect of the same Description of Articles so reduced or advanced, and shall extend to all Persons and Companies whomsoever navigating the same respectively, or carrying the same Description of Articles thereon respectively, any thing in the said recited Act or this Act to the contrary thereof in anywise notwithstanding: Provided always, that the said Restriction requiring a proportional Reduction or Advance throughout the said Canal hereby authorized to be made and the other Canals of the said Company shall not extend to the Tolls *per* Mile by the said recited Act authorized to be taken in respect of Coal and Iron, either of them, which shall be carried or conveyed in either Direction upon the said Canal between *Farmer's Bridge* and *Fazeley*, or any Part of the *Digbeth* Branch.

Power to reduce and again advance the Tolls.

XLII. Provided always, and be it further enacted, That nothing herein contained shall be construed to compel the said Company hereby established, unless they shall so think fit, to reduce or advance (as the Case may be) all or any of the Tolls in gross hereby authorized to be taken; provided also, that in case the said Company shall at any Time, by virtue of the Power and Authority herein-before contained, reduce or advance any Toll in gross, such Reduction or Advance

Certain Tolls not to be affected.

Advance shall be made equally upon all Goods of the same Description in respect whereof such Toll in gross is herein-before authorized to be taken.

Power to raise Money for making the new Cut and other Works by Mortgage.

XLIII. And whereas the probable Expence of making and completing the said Cut or Canal and other the Works hereby authorized to be made will, according to an Estimate thereof, amount to the Sum of One hundred and fifty thousand Pounds; be it therefore enacted, That it shall be lawful for the said Company, for the Purpose of enabling them to make and complete the said Cut or Canal and other Works hereby authorized to be made, from Time to Time to raise all or any Part of the said Sum of One hundred and fifty thousand Pounds by Mortgages, in such or the like Manner and Form (so far as Circumstances will permit) as the said Company were by the said recited Act empowered to raise the Sum of Seventy-five thousand Pounds; and all and singular the Powers and Provisions of the said recited Act in reference to the raising of the said Sum of Seventy-five thousand Pounds, or incident thereto, consequent thereon, or in anywise connected therewith, or with the Mortgages thereby authorized to be made, shall be applicable in all respects to the said Sum of One hundred and fifty thousand Pounds hereby authorized to be raised, and to the Mortgages to be granted for raising the same, and to all other Matters incident thereto or in anywise connected therewith.

Priority of Mortgages.

XLVI. Provided always, and be it further enacted, That all Mortgages already made or hereafter to be made in pursuance of the said recited Act shall have Priority and Preference over the Mortgages to be made in pursuance of this Act, including Mortgages made in pursuance of this Act for raising Money to pay off and discharge Mortgages already made or hereafter to be made in pursuance of the said recited Act.

For rendering valid certain Mortgages.

XLV. And whereas by the said Act passed in the Fifth Year of the Reign of His said late Majesty the said Company were empowered, for the Purpose of enabling them to make and complete the said Canals and other Works by the said Act authorized to be made, to raise the Sum of Seventy-five thousand Pounds either on Loan by Mortgages or by Grant of perpetual Annuities: And whereas in the making and Completion of the said Canals and other Works, and in the Purchase of Lands, Tenements, or Hereditaments, and for other the Purposes of the said recited Act, the said Company have borrowed, in addition to the said Sum of Seventy-five thousand Pounds, the Sum of Sixty-five thousand Pounds, and have executed and delivered to the Persons who have advanced the same Mortgages for securing the same, with Interest as therein mentioned; be it therefore further enacted, That all such Mortgages shall be and they are hereby declared to be valid and effectual, and as binding on the said Company as if the said Company had been expressly authorized to borrow the said Sum of Sixty-five thousand Pounds and every Part thereof, and to execute such Mortgages for securing the same.



XLVI. And be it further enacted, That if the said Company shall be required or deem it expedient to pay off all or any of the Mortgages hereby confirmed as aforesaid, or of the Mortgages or other Securities to be granted under the Provisions herein-before given to them expressly or by reference to the said recited Act, or any Part of the Sums thereby respectively secured, then and in every such Case it shall be lawful for the said Company, at any Time or Times thereafter, again to raise in manner aforesaid, in lieu of the Principal Money so paid off by them, so much Money as shall from Time to Time have been paid off, and so from Time to Time as often as the same shall happen.

If Mortgages are paid off, the Company may raise the Amount again.

XLVII. And be it further enacted, That the said Company shall and they are hereby required to cause an annual Account in abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied under or by virtue of this Act or the said recited Act, for every Year, under the several distinct Heads of Receipts and Expenditure, with a Statement of the Balance of such Account duly audited and certified by the said Committee of Management or of the Auditors of the said Account; and the said Company shall transmit a Copy of the said Account, free of Charge, to the Clerk of the Peace for the County, City, or Borough within which the Chief Office of the said Company for the Management of such Funds shall for the Time being be situate, on or before the First Day of *January* in each Year, which Account shall be open to the Inspection of the Public at all seasonable Times, on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit or neglect to cause to be prepared and transmitted such Account as aforesaid, they shall forfeit and pay for every such Omission and Neglect the Sum of Twenty Pounds.

An Annual Account of Receipt and Expenditure to be made out, and a Copy transmitted to the Clerk of the Peace.

XLVIII. And whereas it is amongst other things provided by the said recited Act, that no Application to Parliament on the Part of the said Company for obtaining a new or amended Act shall take place unless the Votes given in Person or by Proxy at the General or Special Assembly of Proprietors, in favour of such Application, shall represent a Majority of the total Number of Shares for the Time being in the said Company: And whereas the said Provision is found inconvenient in Practice; be it therefore further enacted, That a simple Majority of Votes given in Person or by Proxy at any such General or Special Assembly of Proprietors, at which however there shall be present in Person or by Proxy Proprietors holding not less in the whole than Three Fifth Parts of the total Number of Shares for the Time being in the said Company, and of which General or Special Assembly, and of the Proposals to be made thereat in relation to the Purpose aforesaid, Notice shall have been given in the Manner prescribed by the said recited Act, shall be sufficient to decide upon and authorize any such Application to Parliament on the Part of the said Company for obtaining a new or amended Act, any thing in the said recited Act to the contrary thereof notwithstanding.

Varying the Number of Shares to be represented at General or Special Assemblies.

XLIX. And be it further enacted, That the Costs and Charges of obtaining and passing this Act, and all other Costs, Charges, and

Expences of the Act.

[Local.]

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Expences

Expences relating to the same or in anywise incident thereto, shall be paid by the said Company out of the Money already received under the said recited Act, or out of the first Money to be received or raised by virtue of this Act, in preference to any other Payment whatever.

Public Act. L. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

The SCHEDULE to which the foregoing Act refers.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
<b>COUNTY OF STAFFORD.</b>			
<i>Parish of West Bromwich.</i>			
Mary Hill - - -	John Bagnall, William Bagnall, Thomas Bagnall, and James Bagnall.	Richard Shaw - - William Courtney - William Harper - Jesse Tipton - - Joseph Harris - - Thomas Davis - -	House, Garden, and Brewhouse. Ditto ditto ditto. Ditto ditto ditto. Ditto ditto ditto. House. House, Office, Buildings, Yards, Gardens, and Road.
Thomas Davis - - - Ditto - - -	- - - - - - - - - -	Thomas Davis junior.	House, Buildings Yards, and Garden.
Ditto - - - Ditto - - -	- - - - - - - - - -	Thomas Allen - Thomas Davis, Thomas Davis junior, and John Davis.	House. Engine and Coal-pits.
Whitmore Jones - - -	Edward Bagnall and Thomas Davis, Lessees of the Mines.	Edward Nayler -	House, Stable, Buildings, Yard, and Garden.
Mary Hill - - - Ditto - - -	John Bagnall, William Bagnall, Thomas Bagnall, and James Bagnall. Ditto - - -	John Bagnall, William Bagnall, Thomas Bagnall, and James Bagnall.	Canal Wharf and Bridge.
Whitmore Jones - - - Ditto - - -	William Tomkys and Henry Williams, Trustees of the late Thomas Blois Price, Lessees of the Mines. Ditto - - -	James Dain - -  William Tomkys and Henry Williams, Trustees of the late Thomas Blois Price.	House and Garden.  Coal-pits, Hovels, and Sheds.
Ditto - - - Ditto, Owner of the Land; Thomas Loxdale, Joseph Loxdale, Joseph Loxdale Warren and Mary Ann his Wife, Owners of the Mines. Ditto - - - Ditto - - - Ditto - - - Ditto - - -	Ditto - - - John Bagnall, William Bagnall, Thomas Bagnall, and James Bagnall, Lessees of the Mines. Ditto - - - Ditto - - - Ditto - - - Ditto - - -	Whitmore Jones - Thomas Hammond -  William Weaver - John Parton - - John Haywood - Thomas Adams - -	Brick-kiln and Yard. House and Garden.  Ditto. Ditto. Ditto. Ditto.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Whitmore Jones, Owner of the Land; Thomas Loxdale, Joseph Loxdale, Joseph Loxdale Warren and Mary Ann his Wife, Owners of the Mines.	John Bagnall, William Bagnall, Thomas Bagnall, and James Bagnall, Lessees of the Mines.	George Moat - -	House and Garden.
Ditto - - -	Ditto - - -	George Shaw - -	Ditto.
Ditto - - -	Ditto - - -	John Hodgkiss - -	Ditto.
Ditto - - -	Ditto - - -	Moses Milward - -	Ditto.
Ditto - - -	Ditto - - -	William Tilley - -	Ditto.
Ditto - - -	Ditto - - -	John Bowen - -	Ditto.
Ditto - - -	Ditto - - -	Void - - -	Ditto.
Ditto - - -	Ditto - - -	Thomas Wilkinson -	House, Brewhouse, and Garden.
Ditto - - -	Ditto - - -	John Lindon - -	Ditto.
Thomas Livesey, the Reverend Cornelius Farnworth Broadbent, and William Rooth, Trustees under the Will of the late Sarah Pemberton.	- - - -	John Jeavons - -	House, Stables, Buildings, Yards, and Garden.
Ditto - - -	- - - -	Void - - -	House and Garden.
Heir at Law of John Wall and Samuel Smith and Charles Hunt, Trustees under the Will of the late James Smith.	- - - -	Joseph Clifton -	Ditto.
Ditto - - -	- - - -	Mary Hill - -	Ditto.
Ditto - - -	- - - -	John Glover - -	Ditto.
Ditto - - -	- - - -	Francis Ward - -	Ditto.
Ditto - - -	- - - -	Isaiah Mason - -	Ditto.
Ditto - - -	- - - -	Thomas Cartwright -	Ditto.
Ditto - - -	- - - -	Charles Wilson -	Fountain Inn, House, Brewhouse, Stable, and Garden.
Ditto - - -	- - - -	John Smart - -	House and Garden.
Ditto - - -	- - - -	John Hartill - -	House, Shop, and Garden.
Thomas Perry - - -	James Richards and William Adams.	Thomas Hartill -	Garden.
Leah Thomas - - -	- - - -	George Parkes - -	House and Garden.
Ditto - - -	- - - -	Thomas Hartill -	Ditto.
Ditto - - -	- - - -	Void - - -	Ditto.
Ditto - - -	- - - -	William Holland -	Ditto.
Ditto - - -	- - - -	Joseph Rigby - -	Ditto.
Ditto - - -	- - - -	Catherine Finnemore	Ditto.
Ditto - - -	- - - -	Thomas Rogers - -	Ditto.
Thomas Perry - - -	Ditto - - -	Catherine Finnemore	Garden.
Earl of Dartmouth -	John Wilkes Unett, John Ryding, George Henry Motteram.	William Waring -	Ditto.
Benjamin Round - -	- - - -	Ditto - - -	Ditto.
Sarah Hadley - - -	- - - -	John Holland - -	House and Garden.
Ditto - - -	- - - -	William Cooper - -	Ditto.
Ditto - - -	- - - -	Joseph Waring - -	Ditto.
Ditto - - -	- - - -	William Stokes - -	Ditto.
Ditto - - -	- - - -	Thomas Evans - -	Ditto.
James Ensor - - -	- - - -	Thomas Jones - -	Ditto.
Ditto - - -	- - - -	Ann Dutton - -	Ditto.
Ditto - - -	- - - -	Thomas Ruston - -	Ditto.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
James Ensor - - -	- - - -	Daniel Bridgwater -	House and Garden.
Richard Peters - - -	- - - -	John Lambeth -	Ditto.
The Earl of Dartmouth	John Wilkes Unett, John Ryding, George Henry Motteram.	Samuel Harrison -	Old Coal-pits.
Ditto - - -	Ditto and Thomas Nock and Freder- rick Charles Mot- teram.	Thomas Nock and Frederick Charles Motteram.	Engine and Pair of Coal-pits.
John Abel Smith and Reverend Joseph Ter- ritt, Trustees of the late Thomas Clarke Jervoise.	Thomas Davies, Lessee of the Mines.	Daniel Partridge -	Rick-yard.
Ditto - - -	Thomas Davies, Lessee of the Mines, Botteley.	Henry Cove - -	House and Garden.
Ditto - - -	Ditto - - -	James Taylor -	Ditto.
Ditto - - -	Ditto - - -	Void - - -	Ditto.
Ditto - - -	Ditto - - -	Ditto - - -	Ditto.
Ditto - - -	Ditto - - -	Daniel Partridge -	Barn, Stable, Buildings, old Mill, Yards, and Garden.
Samuel Smith and Charles Hunt, Trus- tees under the Will of the late James Smith.	- - - -	John Marshall -	Pits.
Joseph Spittle - - -	- - - -	Thomas Newton -	House, Brewhouse, and Garden.
Ditto - - -	- - - -	John Thomas and Richard Fowler Price.	Barn, Stable, Shops, and Limehouse.
Samuel Addison - - -	- - - -	Robert Harrison -	House, Barn, Stable, Cowhouses, Buildings, Yards, and Gardens.
Benjamin Hunt - - -	- - - -	Benjamin Hunt -	House, Shop, and Gar- den.
John Birch - - -	- - - -	Thomas Budd -	House, Brewhouse, and Gardens.
Ditto - - -	- - - -	Mary Birch - -	Ditto ditto ditto.
Benjamin Hunt - - -	- - - -	Benjamin Hunt -	Garden.

## PARISH OF ALDRIDGE.

*Township of Great Barr.*

Mary Hill and Thomas Burbury.	- - - -	Richard Smith -	Rick-yard.
Ditto - - -	- - - -	Ditto - - -	House, Barn, Stable, Cowhouses, Buildings, Yards, Gardens.
Sir Edward Dollman Scott, Baronet.	- - - -	John Smith - -	House, Barn, Stable, Cowhouses, Buildings, Yard, and Gardens.
Thomas Emery - - -	- - - -	Thomas Emery -	Gardens.
Ditto - - -	- - - -	Ditto - - -	House, Malthouse, Sta- ble, Barn, Buildings, Yards, and Gardens.

[Local.]

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Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Thomas Emery - -	- - - -	William Emery -	House and Garden.
Ditto - -	- - - -	Thomas Shepherd -	Ditto.

## PARISH OF HANDSWORTH.

*Township of Perry Barr.*

William Bayley Leonard and Charles Brewin, Trustees of the Will of John Leonard, the surviving Trustee of the Will of Bayley Caddick.	Thomas Hall -	William Wright -	Garden Land.
Joseph Atwood - -	- - - -	John Watson - -	Garden.
Ditto - -	- - - -	John Newey - -	Ditto.
Ditto - -	- - - -	Joseph Bostock - -	Ditto.
Ditto - -	- - - -	John Watson - -	Sawyers Arms, House, Buildings, Yard and Garden.
Thomas Jesson - -	Joseph Sims - -	William Peters - -	House, Buildings, and Garden.
Ditto - -	Ditto - -	Nancy Allen - -	House, Buildings, Yards, and Gardens.
Josiah Robins - -	John Watson - -	Joseph Biddle - -	House and Garden.
John Kenrick, John Yate Lee, and Robert Scott, Esquire.	- - - -	John Fallows, John Kenrick, John Yate Lee, and Robert Scott.	Woods.
The Earl of Dartmouth	- - - -	Christopher Wren and Earl of Dartmouth.	Plantation.
Ditto - -	- - - -	William Dewdney Hollister and Earl of Dartmouth.	Ditto.
Ditto - -	- - - -	William Dewdney Hollister.	Stone Pit and Rough.
William Matthison -	- - - -	William Matthison -	Garden Land.
George Lord Calthorpe, John Moore Paget, Charles Littlehales, and John Gough, Esquire.	- - - -	William Shilton -	Garden.
Ditto - -	- - - -	Ditto - -	Rick-yard.
Ditto - -	- - - -	Ditto - -	House, Barns, Stables, Cowhouses, Buildings, Yards, and Gardens.
Ditto - -	- - - -	Ditto - -	Plantation.
Ditto - -	- - - -	Ditto - -	Ditto.
Ditto - -	- - - -	John Gough, Esquire	North-east Corner of Perry Park and Deer Sheds.
Wyrley Birch, Esquire	John Smallwood -	John Smallwood -	Hovel.
George Lord Calthorpe, John Moore Paget, Charles Littlehales, and John Gough, Esquire.	- - - -	John Moor - -	Orchard.
Ditto - -	- - - -	Ditto - -	Garden and Nursery.
Ditto - -	- - - -	William Shilton -	Hovel.
Ditto - -	- - - -	William Allen - -	Mill Pool and Banks.
Wyrley Birch, Esquire -	- - - -	Ditto - -	Barn, Stables, Buildings, Yard, and Garden.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
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## COUNTY OF WARWICK.

## PARISH OF ASTON-JUXTA-BIRMINGHAM.

*Township of Witton.*

Wyrley Birch, Esquire -	- - - -	William Bragg -	House, Barn, Stable, Cowhouse, Wainhouse, Sheds, Buildings, Yards, and Garden.
Ditto - - -	- - - -	Ditto - -	Garden.
Ditto - - -	John Tippin Boswell, Rhoda Catherina Boswell, Sarah Boswell, and Mary Yates.	William Such - -	Ditto.
Ditto - - -	Ditto - - -	John Lee - -	House and Garden.
Ditto - - -	Ditto - - -	William Cutler -	Ditto ditto.
Ditto - - -	- - - -	John Short - -	House, Barn, Stables, Cowhouses, Wainhouse, Buildings, Yards, Garden, and Rick-yard.
Ditto - - -	Ditto and Richard Ashford, William Kempster and Elizabeth Christian his Wife.	Frederick Wallis -	Plantation.
Stephen Wallis - -	- - - -	Ditto - -	Plantations.

*Township of Erdington.*

William Harding - -	- - - -	William Harding -	Plantations.
Ditto - - -	- - - -	Ditto - -	Stable, Coach-houses, Cowhouses, Barn, Buildings, Yards, Road, Plantations, Walks, and Drives.
Ditto - - -	Thomas Spencer -	Thomas Spencer -	House, Outbuildings, Woodsheds, Gardens, and Yards.
Walter Henry Brace-bridge, Esq. - - -	William Wheelwright	William Wheelwright	Pound.
Ditto - - -	Ditto - - -	John Kestin Oram -	Limekilns, Stable, Sheds, Wharf, and Yards.
Ditto - - -	Ditto - - -	George Hart - -	House, Brewhouse, and Garden.
Ditto - - -	Ditto - - -	Charles Butler -	Ditto.

