



ANNO SEPTIMO & OCTAVO

GEORGII IV. REGIS.

Cap. ii.

An Act to enable the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation to alter the Line of the said Navigation, and to make certain Branches therefrom, in the Counties of *Stafford* and *Salop*.

[21st *March* 1827.]

WHEREAS an Act was passed in the Seventh Year of the Reign of His present Majesty, intituled *An Act for making a Navigable Canal from the Staffordshire and Worcester-shire Canal, in the Parish of Tettenhall in the County of Stafford, to the United Navigation of the Ellesmere and Chester Canals, in the Parish of Acton in the County Palatine of Chester*, whereby several Persons are united, and are created One Body Politic and Corporate, by the Name and Style of "The Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation," for the Purpose of making such Canal and the several Works necessary for carrying the said Act into execution: And whereas by the said recited Act the said Navigable Canal is authorized and directed to be made or carried in the Line or Direction described and delineated upon a certain Map or Plan of such Canal, deposited in the Offices of the Clerks of the Peace for the Counties of *Stafford*, *Salop*, and *Chester*

[*Local.*] D

Chester respectively, as in the said Act mentioned: And whereas it hath been ascertained that the Line of the said Canal, by such Act authorized and directed to be made, might be materially improved by the Adoption of the Deviations or Alterations herein-after mentioned and described, and it is therefore expedient that such Deviations or Alterations should be adopted, and that such Part or Parts of the said Line of Canal as will be rendered useless or unnecessary by the making such Deviations or Alterations should be abandoned: And whereas it would be of public Advantage if a Branch Cut or Canal were made from and out of the said Main Canal in the Parish of *Norbury* in the said County of *Stafford*, to commence at or near to a certain Close in the Occupation of *Richard Barnett*, and to extend thence to and into the *Shrewsbury* Canal Navigation at or near to *Wappingshall Bridge*, in the Parish of *Wellington* in the said County of *Salop*, (so as to form a Communication between the said Two herein-before mentioned Canal Navigations,) together with a Cut or Canal from and out of the said Branch Cut or Canal, at or near to a certain Place in the Parish of *Edgmond* in the said County of *Salop*, called *The Buttery*, to a certain Field within the same Parish in the Occupation of *John Masefield*, adjoining the Road leading from *Kinnersley*, in the said County of *Salop*, to *Edgmond* aforesaid: And whereas it is expedient that some of the Powers and Provisions contained in the said recited Act should be repealed or altered, amended, extended, enlarged, and explained, and that further and more effectual Powers and Provisions should be granted and made: And whereas the several Purposes herein-before mentioned cannot be carried into execution without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King'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 the said recited Act, and all and every the Powers and Provisions, Exemptions, Penalties, Forfeitures, Payments, Remedies, Matters, and Things therein contained, shall (so far as the same are applicable to this Act, and as are not hereby repealed, varied, altered, or otherwise provided for,) be as good, valid, and effectual for carrying this Act into execution as if the same had been repealed and re-enacted in this Act.

Powers and Provisions of recited Act extended to this Act.

Deviations, &c. from the Main Line of the Canal may be made.

II. And be it further enacted, That it shall be lawful for the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation, and they are hereby authorized and empowered, by themselves, their Deputies, Agents, Servants, Officers, and Workmen, to make the several Deviations or Alterations from the Main Line of the said Canal Navigation which are herein-after described; that is to say, One of the said Alterations to be made from a certain Field in the Parish of *Norbury* in the said County of *Stafford*, in the Occupation of *John Norris*, thence in a direct Line to a certain other Field in the said Parish of *Norbury*, in the Occupation of *Ralph Stringer*, marked respectively Numbers Sixteen and Five in *Norbury* Parish aforesaid, on the Plan of the said Main Canal, which, pursuant to the Directions of the said recited Act,

have been deposited in the Offices of the Clerks of the Peace for the Counties of *Stafford*, *Salop*, and *Chester* respectively; one other of the said Alterations to be made from a certain Field or Wood in the Parish of *Norbury* aforesaid, in the Occupation of the Right Honourable *Thomas William Viscount Anson*, thence in a direct Line to a certain Field in the Parish of *Gnosall* in the said County of *Stafford*, in the Occupation of *David Machin*, marked respectively on the said Plans Number Three in *Norbury* Parish, and Number Forty-three in *Gnosall* Parish; and one other of the said Alterations to be made from a certain other Field in the said Parish of *Gnosall*, in the Occupation of *William Wilder*, thence in a direct Line to a certain other Field in the said Parish of *Gnosall*, in the Occupation of *Benjamin Madeley*, marked respectively on the said Plans Numbers Thirty-seven and Twenty-five in *Gnosall* Parish, and to abandon such Part or Parts of the said Main Line of Canal within the Parishes of *Norbury* and *Gnosall* aforesaid as by reason of the Deviations or Alterations aforesaid will be rendered useless and unnecessary; and all the Powers, Authorities, and Privileges by the said recited Act given to or conferred upon the said Company for making and maintaining such last-mentioned Part or Parts of the said Main Line of Canal shall from and immediately after the making of the Diversions or Alterations herein-before mentioned cease and determine.

III. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, to make and maintain a new and additional Branch Canal or Cut from and out of the said Main Line of Canal, at or near to a certain Close in the Parish of *Norbury* aforesaid, belonging to the Right Honourable *Thomas William Viscount Anson*, and now in the Occupation of *Richard Barnett*, to and into the *Shrewsbury Canal Navigation*, at or near to *Wappingshall Bridge* in the Parish of *Wellington* aforesaid; and also one other new and additional Cut or Canal commencing from the Line of the said last-mentioned Branch Canal, at or near to a certain Place called *The Buttery*, in the Parish of *Edgmond* aforesaid, and terminating in a certain Field in the said Parish in the Occupation of *John Masefield*, adjoining the Road leading from *Kinnersley* to *Edgmond* aforesaid; and also to make, construct, execute, do, perform, and maintain all such Works, Matters, and Things as shall be requisite or expedient for making and maintaining the said Deviations or Alterations, Canals or Cuts, in manner by this Act directed, and according and subject to the Provisions and Restrictions contained in the said recited Act and this Act.

New Cuts
or Branches
may be made.

IV. And whereas a Map or Plan describing the Lines of the said intended Deviations or Alterations, and the Lands in and through which the same respectively are intended to be made or carried, together with a Book of Reference thereto, containing a List of the Names of the Owners or reputed Owners, and of the Occupiers of such Lands, hath been deposited in the Office of the Clerk of the Peace for the said County of *Stafford*, and Maps or Plans describing the

Maps or Plans
of Deviations
to remain
with the
Clerks of the
Peace, and
be open to
Inspection.

the Lines of the said new or additional Canals or Cuts, and the Lands in, through, or over which the same respectively are to be made or carried, together with Books of Reference to such Maps or Plans, containing Lists of the Names of the Owners or reputed Owners and of the Occupiers of such Lands, have been deposited in the Offices of the Clerks of the Peace for the said County of *Stafford* and for the said County of *Salop* respectively; be it therefore further enacted, That the said several Maps or Plans and Books of Reference shall remain in the Custody of the said respective Clerks of the Peace with whom they have been so deposited as aforesaid, to the end that all Persons may at all seasonable Times have Liberty to inspect the same, and to take Copies thereof or Extracts therefrom at their Pleasure, paying to the respective Clerks of the Peace the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words of such Copies of or Extracts from the same; and the said Company of Proprietors, in making the said intended Deviations or Alterations, and in making the said new additional Canals or Cuts and other Works in this Act mentioned, shall not deviate more than One hundred Yards from the Course or Direction delineated on the said Maps or Plans respectively, or in such Manner as to extend into the Lands or Grounds of any Person or Persons not mentioned in the said Books of Reference respectively.

Deviation
from Map
limited.

Company
may make the
Deviations
not with-
standing
Omissions
in Books of
Reference.

V. And be it further enacted, That the said Company shall and may make the said Deviations or Alterations, Canals or Cuts, and the other Works by this Act authorized, into, through, and over the Lands and Grounds of any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, 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 may be (and be by them certified in Writing under their Hands), that the Name or Names, Title or Titles, Designation or Designations of such Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, shall have been by Mistake omitted in the said Books of Reference or either of them, or that instead thereof the Name or Names, Title or Titles, Designation or Designations of some other Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, to whom such Land or Ground doth not belong, shall have been by Mistake inserted therein; any thing herein contained to the contrary thereof in anywise notwithstanding.

Houses, &c.
not to be in-
jured.

VI. Provided always, and be it further enacted, That nothing in this Act contained shall authorize or empower the said Company, or any Person or Persons 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 or before the First Day of *October* One thousand eight hundred and twenty-six, formed the Site of any House or other Building, or any Land or Ground which at that Period was 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

and Occupiers thereof, and Persons interested therein respectively, other than and except such as are specified and set forth in the Schedule to this Act annexed.

VII. And be it further enacted, That the Line of the Canal or Cut hereby authorized to be made on the Estate of, or to which Sir *Thomas Fletcher Fenton Boughey* Baronet is now seised or entitled, shall not be varied from the Line specified in the said Maps or Plans so deposited in the Offices of the respective Clerks of the Peace, without the Consent in Writing of the said Sir *Thomas Fletcher Fenton Boughey*, or of the Owner or Owners for the Time being of the said Estate, or of his, her, or their Guardian or Guardians respectively: Provided always, that it shall not be lawful for the said Company in any Case to deviate from the Line so specified in the said Maps or Plans as aforesaid to a greater Distance than One hundred Yards.

The specified Line passing through the Estate of Sir T. F. Fenton Boughey, Bart. not to be deviated from.

VIII. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to authorize or empower the said Company of Proprietors, their Successors or Assigns, to take, alter, divert, or make use of the Mere or Lake, and Pools of Water called *Aqualate Mere*, *Wyn's Well Pool*, and the *Moss Pool*, or the Streams of Water supplying and passing through the same respectively, on the said Estate of the said Sir *Thomas Fletcher Fenton Boughey*, or to make any Sluice, Weir, or other Fall or Place for the Discharge of Water from the said Canal or Cut in the Lands now of the said Sir *Thomas Fletcher Fenton Boughey*, or to make any Towing Path in any of the said Lands of the said Sir *Thomas Fletcher Fenton Boughey* on that Side of the said Canal or Cut whereon the said Mere or Lake called *Aqualate Mere* is situate, or to make, build, erect, or set up on any of the said Lands of the said Sir *Thomas Fletcher Fenton Boughey*, any Lock, Wharf, Quay, Dock, Landing Place, House, Engine, Machine, Warehouse, Building, or other Work, except such as are specified in the Section Plans deposited with the said Clerks of the Peace, or to make any Ways or Roads on or through the said Lands of the said Sir *Thomas Fletcher Fenton Boughey*, leading to or from the said Canal or Cut, or to get, dig, or carry away any Stone or Clay for making Bricks from the said Lands of the said Sir *Thomas Fletcher Fenton Boughey*, other than the Lands to be taken and used for the Line of the said Canal or Cut, without the Consent in Writing of the said Sir *Thomas Fletcher Fenton Boughey*, or of the Owner or Owners for the Time being of the said Lands for that Purpose first had and obtained.

The Lake, &c. on Estate of Sir T. F. Fenton Boughey not to be injured.

IX. And be it further enacted, That the said Company of Proprietors shall not at any Time or Times hereafter plant any Trees, Shrubs, or Underwood on the Sides or Embankments of the said Canal or Cut in or adjoining to the said Lands of the said Sir *Thomas Fletcher Fenton Boughey*, without the Consent in Writing of the said Sir *Thomas Fletcher Fenton Boughey*, or of the Owner or Owners for the Time being of such adjoining Lands, first had and obtained;

Company not to plant Trees, &c. on the Sides of the Canal in the Estate of Sir T. F. F. Boughey, without Consent;

[*Local.*]

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obtained;

but the
Owner of the
Land may
do so.

No Trees to
be planted
within certain
Distances of
the Canal.

No Compens-
ation to be
made by Sir
T. F. Fenton
Boughey for
Damage by
planting
Trees, &c.

A Bridge to
be built by
Company on
certain Lands
of Sir T. F.
Fenton
Boughey.

obtained ; and that in case any such Trees, Shrubs, or Underwood shall be planted without such Consent as aforesaid, it shall and may be lawful to and for the said Sir *Thomas Fletcher Fenton Boughey*, or such Owner or Owners for the Time being as aforesaid, to cut down, carry away, sell, and dispose of such Trees, Shrubs, or Underwood, for his or their own Benefit, without being guilty of any Trespass, or liable to any Action or Prosecution for so doing ; but it shall and may be lawful for the said Sir *Thomas Fletcher Fenton Boughey*, and the Owner or Owners for the Time being of the Lands now belonging to him the said Sir *Thomas Fletcher Fenton Boughey*, to plant any Trees, Shrubs, or Underwood on the Sides and Embankments of the said Canal or Cut which shall be in, upon, or next adjoining to any of the said Lands, and from Time to Time to fall, cut, lop, top, carry away, sell, and dispose of any such Trees, Shrubs, and Underwood for his and their own Use and Benefit, and to replant the said Sides and Embankments : Provided always, that no Trees shall be planted within Twelve Feet of the Top-water Level of the said Canal or Cut, and no Shrubs or Underwood within Four Feet of the said Top-water Level ; and in case any such Trees shall grow to a greater Height than Twelve Feet above the said Top-water Level, it shall be lawful for the said Company to lop or top the said Tree or Trees, so as to keep the same within the Height prescribed as aforesaid ; and the said Company shall from Time to Time keep the said Sides and Embankments properly fenced and inclosed, and shall not permit or suffer any Sheep or Cattle to enter into or upon the same, or in any Manner damage or injure the said Trees, Shrubs, or Underwood.

X. And be it further enacted, That the said Sir *Thomas Fletcher Fenton Boughey*, and the Owner and Owners for the Time being of the said adjoining Lands, shall not be liable to repair or make Compensation for any Damage which may be done to the Banks of the said Canal or Cut by reason of the planting herein-before authorized to be made by them respectively.

XI. And be it further enacted, That the said Company of Proprietors, their Successors or Assigns, shall, at their own Expence, when requested so to do by the said Sir *Thomas Fletcher Fenton Boughey*, or the Owner or Owners for the Time being of the Fields or Closes of Land respectively marked Number Twenty-six and Number Forty-four in those Parts of the said Maps or Plans deposited in the Offices of the respective Clerks of the Peace as aforesaid which refer to the Parish of *Forton*, make and erect, and for ever after keep in good and sufficient Repair, a substantial Bridge over the said Canal or Cut, of Brick or Stone, and in such Part of each of the said Fields or Closes of Lands respectively, as shall be pointed out or required by the said Sir *Thomas Fletcher Fenton Boughey*, or such Owner or Owners as aforesaid, such Bridge to be of the Width of Ten Feet at the least, and sufficient for the Passage of Carts and Carriages.

XII. And

XII. And whereas a considerable Expence has been incurred on the Estate of the said Sir *Thomas Fletcher Fenton Boughey* in cutting and bringing up a Fall or Level for the Purposes of more effectually draining a certain Tract of Land called the *Aqualate Moors*, and the Lands adjoining thereto, and of preventing Inundations in Times of Floods; and the said Moors are also intersected by Drains of considerable Depth and Breadth; be it therefore enacted, That it shall not be lawful for the said Company of Proprietors, by any Work to be done under the Authority of this Act, to alter, affect, injure, or destroy the said Fall or Level, Drains, or any of the Culverts or other Works belonging thereto or connected therewith, or the Course of the Water therein; and that when the said Canal or Cut authorized to be made by this Act shall be carried over the said Fall or Level, Drains or other Works, the said Company shall make and construct proper and sufficient Culverts, Tunnels, or other Passages for Water under the said Canal, for clearing away the Drainage and Flood Waters, so that the same may not be obstructed in their Course or impounded upon the said Lands; provided that if the said Company shall fail or neglect to make and construct such Culverts, Tunnels, or other Passages for Water as aforesaid, and also from Time to Time to keep and maintain the same in good and sufficient Repair upon being required so to do by the said Sir *Thomas Fletcher Fenton Boughey*, or the Owner or Owners for the Time being of the said Estate, it shall and may be lawful to and for the said Sir *Thomas Fletcher Fenton Boughey*, or such Owner or Owners, to make, construct, and repair the same at his or their own Expence, and all the Costs thereof shall be repaid by the said Company to the said Sir *Thomas Fletcher Fenton Boughey*, or such Owner or Owners as aforesaid, within Two Calendar Months after the same shall have been completed, and an Account thereof shall have been left at any of the Offices of the said Company; and in default of Payment of the said Costs within the Time aforesaid, the said Sir *Thomas Fletcher Fenton Boughey*, or the Owner or Owners for the Time being of the said Lands, are hereby authorized to levy the same by Distress and Sale of the Goods and Chattels of the said Company, as in and by the said recited Act is prescribed for the Recovery of any other Sums of Money directed to be paid for Damages done by the said Company.

Culvert, &c.
on Land of Sir
T. F. Fenton
Boughey not
to be injured.

XIII. Provided always, and be it further enacted, That the Line of the said Branch Canal on the Estate of Sir *Thomas John Tyrwhitt Jones* of *Stanley Hall* in the County of *Salop*, Baronet, situate at *Adney* in the Parish of *Edgmond*, shall not be varied from the Lines specified in the Map or Plan deposited in the Office of the Clerk of the Peace of the said County of *Salop*, without the Consent in Writing of the said Sir *Thomas John Tyrwhitt Jones*, his Heirs or Assigns; and it shall be lawful for the Owner for the Time being of the said Estate from Time to Time to plant the Embankments of the said Branch Canal on the said Estate with Trees, but not within Twelve Feet under the Top-water Level of the said Branch Canal, and to plant the same with Shrubs, but not within Four Feet of the Top-water Level of the said Branch Canal,

Protecting
the Estate of
Sir T. J. Tyr-
whitt Jones,
Bart.

Canal, and to fall, cut, and carry away the Timber and Shrubs growing thereon; and in case any such Tree or Trees shall grow to a greater Height than Twelve Feet above the said Top-water Level, it shall be lawful for the said Company to lop or top the said Tree or Trees, so as to keep the same within the Height prescribed as aforesaid; and it shall also be lawful for the Owner of the said Estate for the Time being from Time to Time to enter into and upon the said Sides or Banks, for the Purpose of cutting down, topping, lopping, or otherwise managing the said Trees or Shrubs, or carrying away the same, or for the Purpose of planting any other Trees or Shrubs, and the said Company shall from Time to Time keep the said Sides or Banks properly fenced and inclosed, and shall not permit or suffer any Sheep or Cattle to enter into or upon the said Sides or Banks, or in any Manner damage or injure the said Trees and Shrubs; and that if for any Purposes connected with the said Branch Canal it shall become necessary to take down any of the said Trees or Shrubs, the said Company shall and will, at their own Expence, plant other Trees and Shrubs in the Room of those taken down: Provided also, that it shall not be lawful for the said Company of Proprietors, or their Successors or Assigns, to make any Towing Path or other Road or Way, in any of the Lands now belonging to the said Sir *Thomas John Tyrwhitt Jones*, at *Adney* aforesaid, except on the South Side of the said Branch Canal: Provided also, that nothing in this Act contained shall extend or be construed to extend to authorize or empower the said Company of Proprietors, their Successors or Assigns, to make any Reservoir in the Lands now belonging to the said Sir *Thomas John Tyrwhitt Jones*, or to alter, divert, or make use of the Watercourses or Streams of Water flowing through or adjoining the said Land of the said Sir *Thomas John Tyrwhitt Jones*, or to make any Lock, Wharf, Quay, Dock, Landing Places, House, Warehouse, or other Buildings, or any Engine, Machine, or other Work, or to make any Ways or Roads on or through the Lands of the said Sir *Thomas John Tyrwhitt Jones* to or from the said Branch Canal, or to dig or carry away any Stone or Clay for making Bricks from any Lands of the said Sir *Thomas John Tyrwhitt Jones*, (not wanted for the Line of the said Canal,) without the Consent of the said Sir *Thomas John Tyrwhitt Jones*, his Heirs or Assigns, for that Purpose in Writing first had and obtained: Provided also, that the said Company hereby incorporated, their Successors and Assigns, shall and will, when required so to do by the said Sir *Thomas John Tyrwhitt Jones*, his Heirs or Assigns, at any Time or Times hereafter, at their own Expence, make, erect, and for ever keep in proper Repair, Two Bridges over the said Branch Canal hereby authorized to be made, in such Part of the said Estate of the said Sir *Thomas John Tyrwhitt Jones* situate at *Adney* aforesaid, and described in that Part of the Plan deposited in the Office of the said Clerk of the Peace which refers to the Parish of *Edgmond*, as may be pointed out by the said Sir *Thomas John Tyrwhitt Jones*, his Heirs or Assigns, or his or their Agent, such Bridges to be of the Width of Ten Feet at the least, and sufficient for the Passage of Carts and Carriages.

Water from or out of any other Brooks, Streams, or Watercourses than such as are laid down or described in the said Maps or Plans and Books of Reference respectively, or to take or divert any Springs, Streams, or Watercourses which now are or which heretofore have been taken for the Use of the *Shrewsbury* Canal Navigation, or which the Company of Proprietors of the said *Shrewsbury* Canal Navigation are by Law authorized or empowered to take for the Use of their said Canal.

XXIII. Provided also, and be it further enacted, That if the said Company shall not, within the Space of Five Years, to be computed from the passing of this Act, agree for, or cause to be valued and paid for as in the said recited Act is mentioned, the Houses, Buildings, or other Premises which they are by this Act empowered to purchase (or so much thereof as shall be deemed necessary or proper) for the Purposes of this Act, then and from thenceforth all Powers which are hereby granted to them for such Purpose only shall cease, determine, and be utterly null and void.

If Land not contracted for within Five Years, Power to cease.

XXIV. And be it further enacted, That so much of the said recited Act as enacts, that it shall not be lawful for the said Company of Proprietors, or their Successors or Assigns, to make any Towing Path, or other Road or Way, in any of the Lands now belonging to *Thomas Cartwright*, on the South or South-west Side of the said Canal, or to make, erect, or construct any Wharf, Quay, Dockhouse, Warehouse, or other Buildings thereon, shall be and the same is hereby declared to be repealed.

Repealing Clause preventing Towing Paths, &c. being made on certain of Mr. Cartwright's Lands.

XXV. And be it further enacted, That it shall not be lawful for the said Company, or their Successors or Assigns, to make any Landing Place, Towing Path, or other Road or Way in any of the Lands now belonging to the said *Thomas Cartwright* on the North or North-east Side of the said Canal, or in or upon the Embankment on the North or North-east Side thereof, or to make, erect, or construct any Wharf, Quay, Dockyard, Warehouse, or other Building thereon, or to make any Ways or Roads on or through the Lands of the said *Thomas Cartwright* to or from the said Canal.

Towing Paths, &c. not to be made on the North-east Side of the Canal on Mr. Cartwright's Property.

XXVI. And whereas by the said recited Act the Owner for the Time being of the *Hill Hall* Estate, in the Parish of *High Offley* in the County of *Stafford*, is authorized to plant the Embankments to be made thereon with Shrubs and Trees: And whereas such Embankments will be of considerable Extent, and the planting thereof will be attended with great Expence; and it is necessary that the Owner of the Estate for the Time being shall be empowered to protect the Shrubs and Trees to be planted on the said Embankments from Trespass; be it enacted, That for the Purpose of preventing and punishing Trespassers, the Owners of the said Estate for the Time being shall, from and after the making of the said Embankments, be deemed, adjudged, and taken, and they are hereby declared to be special Occupants thereof, to the Exclusion of all Persons

For protecting the Plantations on the Hill Hall Estate.

Persons whomsoever, save and except the Agents and Servants of the said Company of Proprietors and their Successors; and all other Persons, save and except as aforesaid, who shall be found upon the said Embankments after Notice from the Owner or Owners for the Time being of the said Estate not to go or enter thereon, or who shall be found doing any Damage to the Shrubs or Trees to be planted thereon, shall be deemed wilful Trespassers, and as such amenable to the Owner and Owners for the Time being of the said Estate.

Company
required to
make a Cut
or Railway
through
Lands of
Lord Gower.

XXVII. And whereas there are now open and at work at *Lilleshall* and *Donnington Wood*, on the Estates of the Right Honourable *George Granville* Lord Gower, in the said County of *Salop*, extensive Mines of Coal, Lime, and Ironstone, and it would tend materially to promote the Interests of Agriculture and the public Benefit if a collateral Cut were to be made from and out of the Branch Canal or Cut hereby authorized to be made, in, through, and upon the Estate of the said Lord Gower, in manner herein-after mentioned, in lieu and stead of a collateral Cut delineated on the Plans deposited with the Clerks of the Peace as herein-before mentioned, as terminating at certain Lime Mines in the Parish of *Lilleshall* and *Edgmond*, which last-mentioned Cut it is intended not to carry into effect: And whereas the said collateral Cut will pass entirely through and be confined to the Property of the said Lord Gower; be it therefore enacted, That it shall be lawful for the said Company of Proprietors, and they are hereby authorized and required, at their own Expence, at any Time from and after the passing of this Act, within Six Months after a Time to be specified in a Requisition for that Purpose under the Hand and Seal of the said Lord Gower, his Heirs or Assigns, (such Requisition to be delivered to the Clerk of the said Company of Proprietors,) to make, construct, and maintain a navigable Cut or Canal and Railway or Tramroad, commencing from the Line of the said Branch Canal at or near to a certain Close or Meadow in the Occupation of *Samuel Winnall*, in the Estate of the said Lord Gower, in the Parish of *Lilleshall* in the said County of *Salop*, and terminating at the Turnpike Road from *Newport* to *Wellington*, in the said County of *Salop*, in a certain Close of the said Lord Gower, in the said Parish of *Lilleshall*, in the Occupation of the *Lilleshall* Company; and also to make, construct, execute, do, perform, and maintain all such Works, Matters, and Things as shall be requisite and expedient for making and maintaining the said last-mentioned additional Cut or Canal, Railway or Tramroad, in manner by this Act directed, and according and subject to the Provisions and Restrictions contained in the said recited Act and this Act; and such Works when completed shall be and be deemed, taken, and considered to be as Part of the Works of the said *Birmingham* and *Liverpool* Junction Canal Navigation.

An authenti-
cated Plan of
the said Cut
or Railway to

XXVIII. Provided always, and be it further enacted, That a Map or Plan of the said Cut or Canal, Railway or Tramroad, so authorized and directed to be made, as last herein-before mentioned, through
and

XIV. Provided always, and be it further enacted, That it shall not be lawful for the said Company of Proprietors, their Successors or Assigns, to make any Towing Path, or other Road or Way, in any of the Lands belonging to *Ralph Leeke* Esquire, on the South Side of the said Canal, or to make, erect, or construct any Wharf, Quay, Lockhouse, Warehouse, or other Building thereon, without the Consent in Writing of the said *Ralph Leeke*, his Heirs or Assigns.

Protecting
the Estate of
Ralph Leeke,
Esq.

XV. Provided also, and be it further enacted, That nothing in this Act contained shall authorize or empower the said Company of Proprietors, their Successors or Assigns, to vary in any Manner the Line of the said Canal in Numbers Eight and Ten, as refers to the Parish of *Newport*, from the Plan thereof deposited in the Office of the Clerk of the Peace for the County of *Salop*, without the Consent of *Thomas Boulton* of *Chetwynd* in the said County of *Salop*, Esquire, his Heirs or Assigns, first had and obtained in Writing for that Purpose.

Protecting
the Estate of
Thomas Boulton,
Esq.

XVI. And be it further enacted, That the said Company of Proprietors, their Successors or Assigns, shall not divert or take for the Use of the said Canal any Water from or out of a certain Brook or Rivulet called *The Strine*, commencing at the Springs or Sources of the said Brook or Rivulet, and ending at Number Six in the Plan of the said Canal as refers to the Parish of *Newport*, nor in any way to obstruct, hinder, or prevent the said *Thomas Boulton*, his Heirs or Assigns, from pounding and using the Water of the said Brook or Rivulet, and enjoying the Privilege of irrigating his Meadow Lands in the several Parishes of *Newport* and *Chetwynd*, in such Manner as he was accustomed to do before the passing of this Act, without the Consent of the said *Thomas Boulton*, his Heirs or Assigns, first had and obtaining in Writing for that Purpose.

Company not
to divert or
use the Water
of the Strine:

XVII. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to authorize or empower the said Company of Proprietors, their Successors or Assigns, to make any Reservoir, or Road or Way leading to or from the said Canal, in or upon any Land now belonging to the said *Thomas Boulton*, situate in the Parishes of *Newport* and *Chetwynd* aforesaid, or either of them, nor to make any Bricks, or dig or carry away any Clay, Soil, Sand, Gravel, or other Materials, in, from, or out of the same Lands, (except the Clay, Soil, Sand, Gravel, or other Materials found in cutting and constructing the said Canal,) nor to make, build, or set up any Lock, Wharf, Quay, Dock, Landing Place, House, Warehouse, or Erektion whatever, on any Lands now belonging to the said *Thomas Boulton*, situate between *Newport Bridge* and Number Six in the aforesaid Plan, as refers to the Parish of *Newport*, (except Walls for the Purpose of supporting the Banks of the said Canal, Bridges, Culverts, and Embankments,) without the Consent of the said *Thomas Boulton*, his Heirs or Assigns, first had and obtained in Writing for that Purpose.

Company not
to make any
Reservoir, &c.
on certain
Lands be-
longing to
T. Boulton,
Esq., without
Consent ;

[*Local.*]

F

XVIII. And

Nor any
Towing Path
on North
Side of Canal
in his Land.

XVIII. And be it further enacted, That nothing in this Act contained shall authorize or empower the said Proprietors, their Successors or Assigns, to make any Towing Path or other Road or Way, in or upon any Land now belonging to the said *Thomas Boulton*, on the North or North-west Side of the said Canal, without the Consent of the said *Thomas Boulton*, his Heirs or Assigns, first had and obtained in Writing for that Purpose.

Canal to be
cut in a
particular
Direction
through the
Land of
Thomas Col-
lier, Esq.

XIX. And be it further enacted, That the said Company of Proprietors, their Successors and Assigns, shall cut or construct the said Canal hereby authorized to be made, in a Meadow belonging to *Thomas Jukes Collier* of *Newport* aforesaid, Esquire, Number Twenty-one in that Part of the Plan deposited in the Office of the Clerk of the Peace for the County of *Salop* which refers to the Parish of *Newport*, in such Manner as to leave no Land between the Tail of the West or North-western Bank of the said Branch Canal and a Plantation or Rookery belonging to the said *Thomas Jukes Collier*, Number Twenty, and shall also cut and construct the said Branch Canal in and through another Meadow belonging to the said *Thomas Jukes Collier*, Number Twenty-two in such Part of the Plan aforesaid, in a direct Line from the said Line above prescribed to be adopted by the Side of the said Rookery.

Further Pro-
tection to
Mr. Collier.

XX. And be it further enacted, That the said Company of Proprietors, their Successors or Assigns, shall build, erect, and maintain, in lieu of the present Fence, a good and sufficient Brick Wall between the Towing Path of the said Branch Canal and the West or North-west Side of a Garden, Number Nineteen in such Part of the Plan aforesaid, belonging to the said *Thomas Jukes Collier*, such Wall to be Ten Feet high and Fourteen Inches thick.

Company
not to erect
Locks,
Wharfs, &c.
on certain
Lands of
Mr. Collier,
without
Consent.

XXI. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to authorize or empower the said Company of Proprietors, their Successors or Assigns, to make, build, erect, or set up any Lock on the said Number Twenty-one, nor any Wharf, Dock, Landing Place, House, Warehouse, Buildings, or Erections whatsoever, (except Bridges, Culverts, Embankments, and Walls to support the Banks of the said Canal,) nor to make any Ways or Roads leading to or from the said Canal, nor to make Bricks, nor to dig or carry away any Clay, Soil, Sand, Stone, or other Materials from the Lands belonging to the said *Thomas Jukes Collier*, (except such Clay, Soil, Sand, Stone, and other Materials as shall be found and got in cutting and constructing such Part of the said Branch Canal as runs through the Grounds of the said *Thomas Jukes Collier*,) without the Consent of the said *Thomas Jukes Collier*, his Heirs or Assigns, in Writing for that Purpose first had and obtained.

Not to take
Water from
any Brooks
not in Plan
without
Consent.

XXII. Provided always, and be it further enacted, That it shall not be lawful for the said Company, or any Person or Persons by or under their Authority, to divert or take for the Use or Supply of the said Canals or Cuts, or other Works by this Act authorized, any

Water

and upon the Estate of the said Lord *Gower*, authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, shall, within Two Calendar Months after the passing of this Act, be deposited with the Clerk of the Peace for the said County of *Salop*, to the end that all Persons may at all seasonable Times have liberty to inspect the same, and to take Copies thereof or Extracts therefrom at their Pleasure, paying to such Clerk of the Peace the Sum of One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words of such Copies or Extracts; and it shall not be lawful in making such Cut or Canal, Railway or Tramroad, to deviate more than One hundred Yards from the Course or Direction delineated upon the said Map or Plan so to be authenticated as aforesaid.

be deposited
with Clerk
of Peace for
Salop.

XXIX. And be it further enacted, That if the said Company of Proprietors shall neglect or fail to make, carry on, and complete the said last-mentioned Cut or Canal, Railway or Tramroad, in, through, and upon the Estate of the said Lord *Gower* as aforesaid, within the Time prescribed by and pursuant to the true Intent and Meaning of this Act, then and in such Case it shall and may be lawful to and for the said Lord *Gower*, his Heirs or Assigns, to make, carry on, and complete the same; and all the Costs thereof, including the Value of Land required for the Purposes thereof, shall be repaid by the said Company to the said Lord *Gower*, his Heirs or Assigns, within Two Calendar Months after the same shall have been completed, and an Account thereof shall have been left at any of the Offices of the said Company of Proprietors; and in default of Payment of the said Costs, Charges, and Expences within the Time aforesaid, the said Lord *Gower*, his Heirs and Assigns, are by this Act authorized and empowered to levy the said Costs, Charges, and Expences by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as is by the said recited Act provided for the Recovery of any Sum of Money which shall be directed or ordered to be paid by way of Compensation for Damages done or committed by the said Company.

In case Com-
pany neglect,
Lord *Gower*
may make
the Cut
at the Ex-
pence of the
Company.

XXX. And whereas various extensive and complicated Works have been executed at a great Expence upon the Estate of the said Lord *Gower*, for the Purpose of draining a certain extensive District called the *Wildmoors*, and for preserving the adjoining Lands from the Inundation of the Strines or Rivers running through the same; be it therefore enacted, That it shall not be lawful for the said Company of Proprietors, by any Work to be done under the Authority of this Act, to alter, injure, or destroy any of the Drains, Ditches, Culverts, Embankments, or other Works made for the Purpose of the said Drainage, or to alter the Course of the Rivers or the Direction of the flowing of the Waters therein, or to take away the Power of irrigating or draining the adjoining Lands; and the said Company shall, where the said Canal shall be carried over or shall cut through or fill up any of the said Works, construct proper and sufficient Culverts under the said Canal, and make and construct and substitute new Ditches or Embankments, and other Works necessary to preserve and maintain the said Drainage, in lieu of those that may

Drains &c.
upon the
Estate of
Lord *Gower*
not to be
injured.

[*Local.*]

G

be

be cut through, filled up, or removed in executing the said Canal; and it shall not be lawful for the said Company of Proprietors to discharge any waste Water from the said Canal hereby authorized to be made, into any of the Ditches or Drains of the said Drainage, so as to injure, blow up, or destroy any of the Culverts, Syphons, Ditches, Drains, Embankments, or other Works belonging to the same; provided that if any of the said Works of the said Drainage shall be injured as aforesaid, the Damage so done shall be repaired by and at the Expence of the said Company of Proprietors; or if the said Company shall, upon being required so to do by the said Lord Gower, his Heirs or Assigns, neglect or fail to repair the said Damage, it shall be lawful for the said Lord Gower, his Heirs or Assigns, to repair the same at his own Expence, and all the Costs thereof shall be repaid by the said Company to the said Lord Gower, his Heirs or Assigns, within Two Calendar Months after the same shall have been completed, and an Account thereof shall have been left at any of the Offices of the said Company of Proprietors; and in default of Payment of the said Costs within the Time aforesaid, the said Lord Gower, his Heirs and Assigns, are hereby authorized to levy the same Costs by Distress and Sale of the Goods and Chattels of the said Company, as is by the said recited Act prescribed for the Recovery of any other Sum of Money directed to be paid for Damages done by the said Company.

Protecting a
certain pri-
vate Road
belonging to
Lord Gower.

XXXI. And whereas the said Canal will intersect a private Road or Avenue belonging to the said Lord Gower, planted on each Side with Trees, and called *The Lilleshall and Kinnersley Drive*; be it therefore enacted, That the said Company of Proprietors shall carry the said Canal across the said private Road or Avenue, doing as little Injury to the same, and to the Trees at the Sides thereof, as may be, and shall keep the Banks of the Canal at that Point as low as the Safety of the Canal will permit, and shall construct in the Line of the said Road a Bridge across the said Canal, of the like Width with the said private Road or Avenue, with a sloping Bank leading thereto on each Side of the said Canal, not exceeding One Foot perpendicular for every Eighteen Feet in Length; and it shall not be lawful for the said Company of Proprietors to convert the said private Road or Drive of the said Lord Gower into a public Road or occupation Road, or use the same as such, or to erect any Wharf or other Works, or any House or Building on the Sides thereof, without the Consent in Writing of the said Lord Gower, his Heirs or Assigns, for that Purpose first had or obtained.

Wharfs, &c.
not to be
erected on
Lord Gower's
Estate, with-
out Consent.

XXXII. And be it further enacted, That it shall not be lawful for the said Company of Proprietors to make, erect, or construct any Wharf, Quay, Warehouse, or House on the Estate of the said Lord Gower, except a Wharf at the End of the Branch terminating in a certain Field in the Occupation of *John Masefield*, nor to make any Ways or Roads leading to or from the said Canal, nor to make Bricks, except for Works on the said Estate, nor to dig or carry away any Clay, Soil, Sand, Stone, or other Materials from the Lands belonging to the said Lord Gower, for Works on any other Person's Property, except such Clay, Soil, Sand, Stone, or other Materials

Materials as may be found or got in cutting and constructing such Part of the said Branch Canal as runs through the Grounds of the said Lord *Gower*, without the Consent of the said Lord *Gower*, his Heirs or Assigns, in Writing for that Purpose first had and obtained.

XXXIII. And be it further enacted, That for the better enabling the Proprietors of the Lands next adjoining to the Sides or Embankments of the Canals or Cuts respectively authorized to be made by this or the said recited Act to prevent Trespasses being committed on the same, it shall and may be lawful for the said Company to grant any Lease or Leases of such Sides or Embankments to any Proprietor or Proprietors of the Lands next adjoining to such Sides or Embankments, for such Term or Number of Years, and at and under such yearly Rents or Acknowledgments, and subject to such Provisoos, Stipulations, and Agreements, as may be mutually agreed upon between the said Proprietors and the said Company.

Company to grant Leases of Sides of the Embankments.

XXXIV. And be it further enacted, That so much of the said recited Act as enacts that no General Meeting of the said Company under such Act shall be held or be valid, unless there shall be present at such Meeting, either in Person or by Proxy, Proprietors of the Canals by such Act authorized to be made, who shall be possessed of or entitled to at least Two thousand Shares in the said Undertaking, and by virtue of such Shares entitled to Two thousand Votes in the Aggregate, shall be and the same is hereby declared to be repealed; and from and after the passing of this Act, if at any General Meeting there shall not be Persons present, in Person or by Proxy, who shall be possessed of or entitled to at least One thousand Shares in the said Undertaking, and by virtue of such Shares entitled to One thousand Votes in the Aggregate, within Two Hours from the Time appointed for such Meeting, no Choice of a Committee shall be made, nor shall any Business be done or transacted at that Time, but in such Case there shall be another Meeting of the said Company of Proprietors, at the same Place, at the Expiration of Fourteen Days, and if a sufficient Number of Proprietors shall not then attend, the said General Meeting shall stand adjourned to that Day in the Month next following, and so from Time to Time as often as the same shall occur, until at any such Meeting there shall be a sufficient Number of Proprietors present as aforesaid, when (and not before) the Meeting shall proceed to Business; and any Committee so before appointed shall continue to act, and have the same Powers as they had and were possessed of until a new Committee shall be appointed as aforesaid; and in case of Failure of assembling a sufficient Number of Proprietors having such Shares or Subscriptions, as Principals or Proxies, at such First General Meeting, every Proprietor who shall not attend such Second Meeting shall forfeit to the said Company of Proprietors, for every Share or Subscription of One hundred Pounds which he or she shall possess in the said Undertaking, the Sum of Ten Shillings, unless such Proprietor shall have a sufficient Excuse for his or her Non-attendance as aforesaid,

Repealing Clause in former Act, prescribing Number of Shareholders necessary to form General Meetings.

Regulations as to General Meetings.

said, to be judged of by the Chairman of such Meeting, such Sum of Ten Shillings to be deducted out of his or her next succeeding Payment of Interest or Dividends of the Profits of the said Undertaking, as the Case may happen; and in case no Interest or Dividends shall be payable to such Person or Persons making Default as aforesaid within Six Calendar Months next after the making of such Default, then the Payment of the said Forfeiture of Ten Shillings may be recovered and enforced by the Ways and Means appointed for the Recovery of any Penalties or Forfeitures imposed by the said recited Act.

Same Tolls
to be taken as
under former
Act.

XXXV. And be it further enacted, That the same Rates, Tolls, or Duties, as by the said recited Act are granted and made payable for the Tonnage and Wharfage of the several Articles, Matters, and Things which may be carried or conveyed upon the Canals by such Act authorized to be made, shall be payable and be paid in respect of the several Articles, Matters, and Things which shall be carried or conveyed upon the Canals or Cuts by this Act authorized to be made.

If Canals not
completed in
Five Years,
Powers to
cease, except
as to such
Part, if any,
as shall be
completed.

XXXVI. Provided always, and be it further enacted, That in case the said intended Canal or Cuts, and other Works hereby authorized, shall not have been completed and made (unless prevented by inevitable Accidents) within the Space of Five Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Five Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said intended Cuts or Canals, and other Works, as shall have been declared and certified to have been completed within the said Term by the Justices of the Peace of the said County of *Stafford* or *Salop*, assembled at any Quarter Sessions of the Peace to be holden in and for either of the said Counties at any Time before the Expiration of the said Term of Five Years, or within Three Calendar Months next after the Expiration thereof, upon the Evidence of Two or more Witnesses, upon Oath, to be produced before them for that Purpose.

Expences
of the Act.

XXXVII. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, and of making the Surveys, Plans, and Estimates, and all other Costs, Charges, and Expences relating to or concerning the same, or any way incident thereto, shall be paid and defrayed by the said Company out of the Money already raised or received, or out of the first Money to be received or raised by virtue of the said recited Act and this Act, or either of them, in preference to any other Payment whatsoever.

Public Act.

XXXVIII. 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, without being specially pleaded.

SCHEDULE referred to in the foregoing Act.

No. on Plan.	Land Owners.	Occupiers.	Description.	Parish.
14.	Trustees of Preston Hospital.	Sarah Chilton - -	Garden - -	Wellington.
9.	Ditto - -	Samuel Rudgway -	Cottage and Ditto	Preston.
10.	Ditto - -	Ditto - -	Garden - -	Ditto.
11.	Ditto - -	William Gough - -	Ditto -	Ditto.
21.	Ditto - -	George Wood, Under-tenant to Thomas Higgins.	Cottage and Barn	Ditto.
23.	Ditto - -	Ditto - -	Garden - -	Ditto.
25.	Ditto - -	John Nauns, Under-tenant to Thomas Higgins.	Ditto -	Ditto.
1 & 2.	Right Honorable Earl Gower.	Earl Gower - -	Plantation -	Lilleshall.
4.	Ditto - -	John Masefield - -	Garden - -	Edgmond.
5.	Ditto - -	Ditto - -	Orchard -	Ditto.
10.	Sir Thomas John Tyrwhitt Jones, Baronet.	In hand - -	Plantation -	Ditto.
5	Jane Adams - -	John Gosnell - -	Garden - -	Newport.
12.	John Sellitoe - -	John Sellitoe junior -	Ditto -	Ditto.
13.	Ditto - -	James Badderley -	Cottage and Garden.	Ditto.
13 a.	Ditto - -	Sarah Boycott - -	Ditto -	Ditto.
14.	Thomas Boulton	Robert Birch - -	Garden - -	Ditto.
15.	Lords of the Manor of Newport, and John Barber.	Ellenor Brown, William Shoon, Sarah Parker, William Brown.	Cottages -	Ditto.
15 a.	Ditto - -	Thomas Boulton	Two Pigstyes -	Ditto.
19.	Thomas Jukes Collier -	In hand - -	Garden - -	Ditto.
20.	Ditto - -	Ditto - -	Plantation -	Ditto.
24.	Georgē Crisp - -	John Brian - -	Garden - -	Ditto.
19.	Trustees of late Sir John Fenton Boughey, Baronet.	Elizabeth Johnson -	Barn, Stable, Cowshed, and Yard.	Forton.
14.	Joseph Bickford -	In hand - -	Orchard -	Norbury.
7 a	Right Honorable Earl Gower.	Thomas James - -	Ozier Bed -	Lilleshall.

[Local.]

H

No. on Plan.	Land Owners.	Occupiers.	Description.	Parish.
<i>Variation at Norbury.</i>				
3.	Right Honourable Lord Viscount Anson.	David Jones, Under-tenant to William Wilder.	Garden - -	Gnosall.
8.	Ditto - -	Abraham Honslow and William Leek.	Two Cottages, Gardens, &c.	Ditto.
9.	Ditto - -	William Leek - -	Garden and Pasture.	Ditto.
5.	Ditto - -	In hand - -	Wood - -	Norbury.
11.	Ditto - -	Ralph Stringer - -	Garden and Rick-yard.	Ditto.
15.	Ditto - -	In hand - -	Plantation -	Ditto.

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