



ANNO TERTIO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## *Cap. lvi.*

An Act to authorize the Company of Proprietors of the *Birmingham Canal Navigations* to extend and alter the Line of their intended Cut or Canal from *Dank's Branch* to *Salford Bridge*; and to grant further Powers to the said Company.

[4th June 1840.]

**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*, and by the said Act certain Persons, Bodies Politic and Corporate, were incorporated by the Name of "The Company of Proprietors of the *Birmingham Canal Navigations*:" And whereas an Act was passed in the Third Year of the Reign of Her present Majesty, intituled *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*, and by the same Act the said Company was authorized and empowered to make a navigable Cut or Canal from and out of a Branch of the then existing Canal Navigations of the said Company, called *Dank's Branch*, to join and communicate with a Part of the said Canal

5 & 6 W. 4.  
 c. 34.  
 2 & 3 Vict.  
 c. 61.

[Local.] 12 Z Navigations

Power to  
make an Ex-  
tension and  
Alteration or  
Deviation of  
the Cut or  
Canal.

Navigations at or near *Salford Bridge* in the Parish of *Aston juxta Birmingham* in the County of *Warwick*, and to make, complete, and maintain the several Works therein mentioned; and by the same Act certain of the Powers in the said recited Act of the Fifth Year of the Reign of His said late Majesty King *William* the Fourth were extended and altered: And whereas the Cut or Canal and Works by the said recited Act of the Third Year of the Reign of Her said present Majesty authorized to be made, completed, and maintained have not yet been made and completed: And whereas it would be of great public Advantage if Power were given to the said Company to make such Extension and Alteration or Deviation of the Line or Course of the said Cut or Canal as are herein-after respectively mentioned, and also, if further Powers were given to the said Company of Proprietors of the *Birmingham Canal Navigations*; but the several Purposes 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 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 such Extension and Alteration or Deviation respectively of the said Cut or Canal authorized to be made by the said recited Act of the Third Year of the Reign of Her said present Majesty as are herein-after mentioned; (that is to say,) an Extension of the said Cut or Canal, to commence from and out of the said Branch of the said Canal Navigations called *Dank's Branch* at or near a Place called *Gold's Hill*, in the Parish of *West Bromwich* in the County of *Stafford*, and to be made in and pass through and into the several Parishes, Townships, Extra-parochial and other Places following; (namely,) *West Bromwich, Gold's Hill, Tipton* otherwise *Tibbington*, and *Toll End*, in the County of *Stafford*, and to join and communicate with a Part of the present *Birmingham Canal Navigations* at or near the *Toll End Furnaces* in the Parish of *Tipton* otherwise *Tibbington* aforesaid; and an Alteration or Deviation to commence in or near to a Field belonging to the Earl of *Dartmouth* in the Parish of *West Bromwich* in the County of *Stafford*, and to terminate in or near to a Field belonging to *Wyrley Birch Esquire*, in the Township of *Perry Barr* in the Parish of *Handsworth* in the County of *Stafford*, and to be made in, and to pass from, through, or into the several Parishes, Townships, Extra-parochial and other Places following; that is to say, *West Bromwich, Ball's Hill, Friar Park, Bustleholme, Wednesbury, the Delves, Delves Green, Walsall, Foreign of Walsall, Borough of Walsall, Aldridge, Great Barr, Newton, Handsworth, Tower Hill, and Perry Barr*, in the County of *Stafford*, or some of them, and which said Extension and Alteration or Deviation are delineated in the Plan and described in the Book of Reference to be deposited as herein-after mentioned, and which said Cut or Canal, as hereby authorized to be extended and altered or deviated, is intended to be called the *Tame Valley Canal*; and also to abandon such Parts of the Line or Course of the said Cut or Canal so authorized to be

be made under or by virtue of the said recited Act of the Third Year of the Reign of Her said present Majesty as may be rendered unnecessary by means of this Act; and 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 expressly or by Reference contained in the said recited Act of the Third Year of the Reign of Her said present Majesty, in relation to the Cut or Canal and Works by the said Act authorized to be made, completed, and maintained, and to other the Matters and Things therein mentioned or referred to, 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 applicable, and are not in and by this present Act repealed, altered, varied, or otherwise provided for, extend and apply to the said Cut or Canal as hereby authorized to be extended and altered or deviated, and to other the Works hereby expressly or by Reference authorized to be made, completed, and maintained, and to all other the Matters and Things herein mentioned or referred to, save and except that the Restriction herein-after imposed on the said Company in point of Time for the Completion of the said Cut or Canal and Works shall be substituted in lieu of the corresponding Restriction imposed by the said recited Act of the Third Year of the Reign of Her said present Majesty.

Powers of recited Acts to extend to this Act, except as hereby altered.

II. And whereas Maps or Plans describing the Lines of the said Cut or Canal as the same were then intended to be extended and altered or deviated, and of the Lands through or over which the same were then intended to be carried, together with Sections and Books of Reference containing a List of the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, were deposited in the Office of the Clerk of the Peace for the County of *Stafford* on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-nine: And whereas since the Deposit so made certain Alterations of the said last-mentioned Works have been agreed upon, with the Consent of the Parties in and through whose Lands the same are intended to be made; be it therefore enacted, That a Map or Plan describing the Lines of the said Cut or Canal, as the same are authorized to be extended, altered, or deviated by virtue of this Act, authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, together with a Section and Book of Reference thereto, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, shall within Three Calendar Months next after the passing of this Act be deposited with the Clerk of the Peace for the said County of *Stafford*; and the said Map or Plan, Section, and Book of Reference so to be deposited shall remain with and be kept by the said Clerk of the Peace of the said County, 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 Clerk of the Peace the Sum of One Shilling for every such

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

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 Map or Plan, Section, and Book 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.

Omissions or Mistakes in the Book of Reference not to obstruct the making of the Canal, &c.

III. Provided always, and be it further enacted, That the said Company shall and may make and complete the said Cut or Canal as hereby authorized to be extended and altered or deviated, and other Works hereby respectively authorized to be made as aforesaid, or any Part 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 misnumbered in such Map or Plan and Book of Reference as last 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 Rivulets 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 Map or Plan and Book of Reference, or either 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 any wise notwithstanding.

Limiting Deviation from Map or Plan.

IV. Provided always, and be it further enacted, That the said Company in making the said Cut or Canal so hereby authorized to be extended and altered or deviated, and other Works hereby respectively authorized to be made, shall not deviate more than One hundred Yards from the Course or Direction laid down in the said Map or Plan so to be deposited as aforesaid.

No Water to be taken from Brooks not in Plan.

V. 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, as hereby authorized to be extended and altered or deviated, and Works hereby respectively 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 *Birmingham* Canal Navigations, or any Part thereof, and the *Rotten Park* Reservoir.

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

VI. 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 *October* 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.

VII. 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 as hereby authorized to be extended and altered or deviated, 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 the said Canal as hereby authorized to be extended and altered or deviated as aforesaid 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.

Breadth of  
Land to be  
taken for  
the Canal.

VIII. 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, or any Railway, shall be found necessary to be cut through, raised, sunk, 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 so cut through, raised, sunk, taken, or injured as aforesaid, cause a good and sufficient Road, as the Case may require, to be set out and made instead of such Road so cut through, raised, sunk, taken, or injured; and such new Road is hereby directed to be made as convenient for Passengers and Carriages as the said Road so to be cut through, raised, sunk, taken, or injured as aforesaid, or as nearly so as may be; and where the said Road so cut through, raised, sunk, or passed over shall be a Turnpike Road or public Carriage Road, the substituted Road, if temporary, shall be so made, and the principal Road restored, within Six Calendar Months after the Commencement of such Operation; and the said Cuts or Canals, where they shall cross such Turnpike Road or public Carriage Road, shall be made and kept in repair so as to prevent Inconvenience or Obstruction to the Passage along such Turnpike Road or public Carriage Road; and in case the said Company shall not in manner

Providing  
for Injury to  
Roads.

[*Local.*]

13 A

aforesaid

aforesaid cause a good and sufficient Road to be set out and made before any such Road shall be so injured or prejudiced as aforesaid, or in case any Turnpike Road or public Carriage Road shall not be restored within Six Calendar Months after the Commencement of the Operation herein-before mentioned, then and in such Case the said Company shall forfeit and pay, for each and every Day during which such good and sufficient Road shall be neglected to be made as herein-before directed, or during which such Turnpike Road or public Carriage Road shall not be restored after the Expiration of the said Six Calendar Months, the Sum of Twenty Pounds, which Penalty shall be recoverable from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by the said recited Act of the Fifth Year of the Reign of King *William* the Fourth, on the Complaint of the Trustees of the Turnpike Road, or any Three of them, in case such Road shall be a Turnpike Road, or on the Complaint of the Surveyors of the said public Carriage Road, or other Persons in whom the Management of such Road shall be vested, in case such Carriage Road shall be a Highway only, and shall be applied in the Restoration or Maintenance of such Turnpike or public Carriage Road, as the Case may be.

Regulation  
as to the  
Ascent of  
Bridges.

IX. Provided always, and be it further enacted, That in all Places where the Line of the said Cut or Canal as hereby authorized to be extended and altered or deviated 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; 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.

As to Repairs  
of Roads  
approaching  
to Bridges.

X. 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 as hereby authorized to be extended and altered or deviated, or over any 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: Provided always, that in case the said Company shall neglect to do such Repairs as aforesaid, or shall obstruct the Passage of the said Roads, the said Company shall forfeit and pay for every Day such Neglect shall occur or such Obstruction shall be made or continue, the Sum of Twenty Pounds, to be levied, recovered, and applied in the Manner herein-before mentioned or referred to.

XI. 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 Acts or either of them.

Bodies  
Politic, &c.  
empowered  
to convey  
Lands.

XII. 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 mentioned in the said recited Act of the Fifth Year of the Reign of His said late Majesty King *William* the Fourth, or not having Power to sell, except under the Provisions for that Purpose herein expressly or by Reference contained, 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, or if such Person or Corporation shall be absent from the United Kingdom, or cannot be found, then by such 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 and make their Valuation, or if not then the Surveyor so to be nominated by the Justices aforesaid, shall annex to their or his Survey, Estimate, or Valuation, when completed, a Declaration of the Correctness thereof.

Lands bought  
of any Cor-  
poration or  
Person under  
any Disability  
to be valued  
by Two Sur-  
veyors or  
their Umpire.

XIII. 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 recited Acts 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 and 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

Expences of  
Jury and  
Witnesses  
how to be  
paid.

within

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 Treasurers of the said Company shall pay such Costs, Charges, and Expences out of any Monies received by them by virtue of this or the said recited Acts, and which they are 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 hereinbefore 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.

XIV. 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 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 Re-investment 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 which 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



Money for the Costs, Charges, and Expences herein-before mentioned as the said Court shall direct.

XV. 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, Tenements, or Hereditaments 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 the 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 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 the Title.

XVI. 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 the 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

[*Local.*]

13 B

Party

Expences of Title to be paid by the Company.

How such Costs are to be ascertained.

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.

XVII. 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 the Manner mentioned in the said recited Act of the Fifth Year of the Reign of His said late Majesty King *William* the Fourth, for the Purchase of any Lands, Tenements, or Hereditaments, Rent or other Charge, for the Purposes of this Act, 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 *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 directed in the said recited Act of the Fifth Year of the Reign of His said late Majesty King *William* the Fourth, 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, Trustee, or Person under Disability is hereby expressly or by Reference 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*"

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 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: Proviso. 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 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 out, by Stakes or otherwise, the Line of the said Cut or Canal as hereby authorized to be extended and altered or deviated, 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 the said 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 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.

XVIII. 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

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

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 said 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 Cut be not completed in Four Years Powers of the Act to cease.

XIX. And be it further enacted, That if the said Cut or Canal as hereby authorized to be extended and altered or deviated, and the said 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 Acts 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.

Company to make an Aqueduct over Grand Junction Railway.

XX. And whereas the said Cut or Canal as hereby authorized to be altered or deviated is intended to be carried over the Grand Junction Railway near to *Friars Park Farm* in the Parish of *West Bromwich* in the County of *Stafford* aforesaid, by means of an Aqueduct; 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 Map or Plan to be deposited as aforesaid) intended to be carried over the said Railway in the said Parish of *West Bromwich* 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 Fifty-two 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 Aqueducts 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 be 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, on 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 to 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*, 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 Law at *Westminster*.

XXI. 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, or 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

Company  
not to inter-  
fere with the  
Grand Junction  
Railway.

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 from the Line laid down in the said Map or Plan so to be 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 Right of the Grand Junction Railway Company.

XXII. Provided always, 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 under and by virtue of 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.

Provision in case of Obstruction to the Railway.

XXIII. 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, 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.

Not to take the Land or Buildings, or interfere with the Grand Junction

XXIV. 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 said 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,

take, prejudice, or interfere, either permanently or temporarily, with any of the Buildings, Lands, or Grounds belonging to the said 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 as already agreed between the said Two Companies.

Railway  
Company.

XXV. And be it further enacted, That the said Cut or Canal and Works hereby authorized shall be so constructed, made, and maintained by the said Company of Proprietors of the *Birmingham* Canal Navigations as not in anywise to impede, delay, or obstruct the full and free Flow, Reflow, or Passage of any Rivers, Brooks, Streams, Waters, or Watercourses in the Line or on either Side of or near the said Cut or Canal, and so as not in any Degree (either in Times of Flood or at any other Times) to pound, detain, or back up such Waters or any of them, or to cause or admit of any Difference between the Height or Quantity of Water in or upon the Lands on the one Side of the said Cut or Canal, or of the said Grand Junction Railway, and the Lands on the other Side of such Cut, Canal, or Railway, or either of them, so as in any way to prejudice, injure, or affect the said Railway, or any of the Works of the said Railway, or the Ground adjoining or belonging thereto.

Canal to be  
constructed  
so as not to  
injure the  
Grand Junc-  
tion Railway.

XXVI. 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 subsequently to the passing of the said recited Act of the Third Year of the Reign of Her present Majesty, and 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.

Existing  
Contracts as  
to purchase  
of Land to  
remain in  
force.

XXVII. And be it further enacted, That no Proprietor who, under the Powers of this present Act or of the said recited Acts or any of them, is or may be, expressly or by Reference, authorized to make any Branch to communicate with any of the present or future Canals of the said Company, shall be at liberty to construct any such Branch in such Manner as to form a Junction or open a Communication, directly or indirectly, with any other Canal or Branch of the said Company, or of any other Company or Person, without the Consent in Writing of the said Company of Proprietors of the *Birmingham* Canal Navigations, any thing in this Act or the said recited Acts to the contrary thereof in anywise notwithstanding.

No Proprie-  
tor to make  
any Branch  
to commu-  
nicate with  
any other  
Canal with-  
out Consent  
of Birming-  
ham Canal  
Company.

XXVIII. And

As to the  
Construction  
of a Branch  
from the  
Dudley Canal  
to the Bir-  
mingham  
Canal.

XXVIII. And whereas under or by virtue of the Act or Acts for the Time being in force in relation to the said *Birmingham Canal Navigations*, or some of them, a Branch Canal was some Time since made by the Proprietor of the adjoining Property to communicate with the said *Birmingham Canal* at a Place to the South-east of the Point of Junction of the *Dudley Canal* with the said *Birmingham Canal* in the Parish of *Tipton* in the County of *Stafford* aforesaid, and the said Branch Canal is now vested in the Right Reverend *Henry Lord Bishop of Exeter*, the Right Honourable *Edward John Lord Hatherton*, *Francis Downing Esquire*, and *John Benbow Esquire*, as Trustees under the Will of the late Right Honourable *Jon William Earl of Dudley*: And whereas the said Trustees are desirous of forming a new Branch Canal from and out of the *Dudley Canal* to join or communicate with the said existing Branch Canal so vested in them as aforesaid; but inasmuch as the making of such new Branch Canal would have the Effect of opening a new Communication between the *Dudley Canal* and the *Birmingham Canal*, it is apprehended that notwithstanding the Powers and Provisions in relation to the making of Branch Canals contained in the said recited Act of the Fifth Year of the Reign of His said late Majesty King *William the Fourth* and in the Acts relating to the Company of Proprietors of the *Dudley Canal Navigation* respectively, such new Branch Canal could not be made without the Permission of the said Companies of Proprietors of the *Birmingham and Dudley Canal Navigations*: And whereas the said Company of Proprietors of the *Birmingham Canal Navigations* are entitled, under the said recited Act of the Fifth Year of the Reign of His said late Majesty King *William the Fourth*, to a gross Toll of Three-pence *per Ton* upon all Coal, Coke, Ironstone, Minerals, and other Goods whatsoever which shall pass from the said *Birmingham Canal*, and through the Tunnel made upon the said *Dudley Canal* near the *Tipton Junction*, and which shall not have been carried or conveyed Two Miles upon any Part of the Canals of the said Company now existing or hereafter to be made, and also for all Goods whatsoever (except Coal, Coke, Ironstone, Lime, and Limestone) which shall be conveyed from the said *Dudley Canal* into the said *Birmingham Canal*, and which shall not be carried or conveyed Two Miles upon any Part of the Canals of the said Company now existing or hereafter to be made: And whereas the said Two Companies of Proprietors of the *Birmingham and Dudley Canal Navigations* are willing that such new Branch Canal should be constructed so as to make such Communication as aforesaid, subject nevertheless to such Provisions and Enactments in relation thereto as are hereinafter contained: Be it therefore further enacted, That it shall be lawful for the said Trustees, their Executors, Administrators, and Assigns, or other the Proprietors or Proprietor for the Time being of the said existing Branch Canal, to make a new Branch Canal from and out of the *Dudley Canal* to join or communicate with the said existing Branch Canal, so as to open a fresh Communication between the *Dudley Canal* and the *Birmingham Canal*; and if the said Trustees, their Executors, Administrators, and Assigns, or such other Proprietors or Proprietor as aforesaid, shall make such new Branch Canal as aforesaid, they or he shall, in that Case, before opening such new Branch Canal for Use, at their or his own proper Costs and



Charges in all Things, erect or cause to be erected upon such Part of the said existing or new Branch Canal, or at the Point of Junction of the said Two Branch Canals, as the said Trustees, their Executors, Administrators, or Assigns, or such other Proprietors or Proprietor as aforesaid, and the said Two Companies of Proprietors of the said *Birmingham* and *Dudley* Canal Navigations, shall at any Time hereafter mutually agree upon, and that from Time to Time and at all Times thereafter the said Trustees, their Executors, Administrators, and Assigns, or such other Proprietors or Proprietor as aforesaid, shall support, maintain, and keep in order a good and sufficient Lock, with Stop Gates, such Lock to be erected and constructed in such Manner and Form, and to be and consist of such Dimensions and Materials, as the said Two Companies of Proprietors of the *Birmingham* and *Dudley* Canal Navigations shall think proper and determine, and also, at the like Costs and Charges, make, support, maintain, and keep in order a good and sufficient Stop Gate on such Part of the said new Branch Canal as the said Company of Proprietors of the said *Dudley* Canal Navigations shall think proper and determine, for the Purpose of preventing the Water being drained out of the said *Dudley* Canal by means of making the said new Branch Canal; and the Lock and Stop Gates so erected or to be erected as aforesaid shall from Time to Time be supported, maintained, and kept in order and repaired, according to the best practical Mode of repairing and keeping Locks Water-tight, at the Expence of the said Trustees, their Executors, Administrators, and Assigns, or other the Proprietors or Proprietor for the Time being of the said existing and new Branch Canals; and that if, from Neglect of necessary Repairs of such Lock, or the Gates belonging thereto, or the said Stop Gate, either the said Company of Proprietors of the said *Dudley* Canal Navigation or the said Company of Proprietors of the *Birmingham* Canal Navigations shall be aggrieved by the Loss of Water, it shall be lawful for the Company so aggrieved to cause the Passage of such Lock to be stopped for any reasonable Time necessary to repair and amend the same; and in case the said Trustees, their Executors, Administrators, and Assigns, or such other Proprietors or Proprietor as aforesaid, shall neglect or refuse to commence the Repairs of any such Lock, or any Gate belonging thereto, for the Space of Forty-eight Hours after Application shall have been made to them or their Agents by the Company so aggrieved; or their Agents duly appointed, or shall neglect to complete the same with all reasonable Despatch, then and in every such Case it shall be lawful for such Company, by Agents and Workmen of their own Appointment, to enter upon the said Branch Canals, and also upon any adjoining Property belonging to the said Trustees, or such other Proprietors or Proprietor as aforesaid, and to make such Reparations and Amendments as shall be necessary to the said Lock or Gates, at the proper Costs and Charges of the said Trustees, their Executors, Administrators, and Assigns, or other the Proprietors or Proprietor for the Time being of the said existing and new Branch Canals, all such Costs and Charges to be paid by the said Trustees, their Executors, Administrators, and Assigns, or such other Proprietors or Proprietor as aforesaid, upon Demand, and to be recoverable by such Company

in the same Manner and by the same Remedies as Rent reserved on Leases for Years is recoverable by Landlords.

As to Management and Supply of Water to the Lock dividing the Canals.

XXIX. And be it further enacted, That the Passage of Boats through the said Lock shall from Time to Time be under the Direction and Management of an Agent to be appointed by the said Company of Proprietors of the *Birmingham* Canal Navigations, and another Agent to be appointed by the Company of Proprietors of the *Dudley* Canal Navigation, and such Agent or Agents respectively shall have free Access from Time to Time and at all Times to the Books and Accounts to be kept by the said Trustees, their Executors, Administrators, or Assigns, or such other Proprietors or Proprietor as aforesaid, or their Agent or Agents, for the Purpose of ascertaining the Quantity of Articles passing into and out of the said new Branch Canal, and take Copies of or Extracts from such Books and Accounts; and that the Water necessary to fill the Chamber of the said Lock for the Passage of every such Boat to the Level of the Canal whose Water shall then be highest shall be provided by the Company in whose Canal the Water shall be the highest, and the Company in whose Canal the Water shall be the lowest shall pay to the Company whose Canal shall supply such Water, for the Water so supplied, at and after the Rate of Three Shillings for every Four thousand Cubic Feet of Water, and the Treasurer of the Company into whose Canal the Water that shall supply the Lock as aforesaid shall flow shall and he is hereby authorized and required to pay the same: Provided always, that no Sum shall be payable unless the Difference of Level between the Surface of the Water in the said Two Canals previously to the Passage through the said Lock shall exceed Six Inches, nor shall any Quantity of Water be paid for except what shall exceed Six Inches.

Penalty on forcing the Lock without Consent.

XXX. And be it further enacted, That the Master or Owner of any Boat, or other Person whomsoever, who shall, either by forcing or attempting to force any Boat through the said Lock, without the Consent of the Person having at such Time the Care, Control, and Management of such Lock as aforesaid, or who shall by any other Means whatsoever cause any Loss of Water to either of the said Companies, shall forfeit to the Company thereby injured any Sum not exceeding Five Pounds, at the Discretion of the Justice of the Peace before whom he shall be convicted of such Offence, the same to be recovered as any Penalty may be recovered under this Act or the said recited Act of the Fifth Year of the Reign of His said late Majesty King *William* the Fourth, or any other Act relating to such Company or their Canals respectively.

Limiting the Time for passing the Lock.

XXXI. And be it further enacted, That it shall be lawful for either of the said Companies to order and direct that the Passage through the said Lock shall be shut up from Six of the Clock in the Evening to Six of the Clock in the Morning during the Months of *November*, *December*, and *January*, and at all other Times when the Darkness of the Night may render the Passage of Boats dangerous, or the Loss of Water to either Canal may be thereby in Hazard.

XXXII. And

XXXII. And be it further enacted, That the said Trustees, their Executors, Administrators, and Assigns, or other the Proprietors or Proprietor for the Time being of the said respective Branch Canals, shall, at their or his own Costs and Charges, when thereto required by the said Companies of Proprietors of the *Birmingham* and *Dudley* Canal Navigations respectively, provide a House contiguous to the said Lock convenient for each of such Agents, and shall at all Times support and maintain the same in good Repair for the Residence of such Lock Keepers and Collectors of Toll or Lock Dues to be from Time to Time appointed by the said Companies of Proprietors of the *Birmingham* and *Dudley* Canal Navigations respectively, the said Companies respectively paying to the said Trustees, their Executors, Administrators, and Assigns, or such other Proprietors or Proprietor as aforesaid, a fair and reasonable Rent for the same.

For providing a House for the Lock Keepers.

XXXIII. And be it further enacted, That in case such new Branch Canal shall be made as aforesaid, the said Company of Proprietors of the *Birmingham* Canal Navigations shall be entitled to the same Tolls in all respects for all Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods whatsoever which shall pass by such new Branch Canal, either from and out of the said *Dudley* Canal into the said *Birmingham* Canal, or from and out of the said *Birmingham* Canal into the said *Dudley* Canal, as the same Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods would have been liable to under the said recited Act of the Fifth Year of the Reign of His late Majesty King *William* the Fourth if the same had passed from either of the said Canals into the other of them by the existing Communication between the same Canals.

Existing Tolls to be payable to the Birmingham Canal Company on passing to or from such Branch Canal.

XXXIV. And be it further enacted, That it shall not be lawful for any Person or Persons to navigate or use the said Branch Canals, or either of them, without the Consent in Writing of the said Trustees, their Executors, Administrators, and Assigns, or other the Proprietors or Proprietor for the Time being of the said respective Branch Canals, or of their or his Agent, for that Purpose first obtained.

Persons not to use the Branch Canals without Consent.

XXXV. And be it further enacted and declared, That in every Case in which, under the said recited Acts or this Act, or under any of them, any Person or Corporation is or shall be authorized to draw from any of the several and respective present and future Canals of the said Company any Water for the Supply of any Engine, such Water shall be returned to the same Level or Pond from which the same shall have been so drawn, and all the Provisions and Penalties of the said Acts, or any of them, in relation to returning the said Water to the said Canals, and to making default therein, and to any other Matter or Thing connected therewith or consequent thereon, shall be construed as if this present Enactment and Declaration had been expressly incorporated therewith.

Persons using Water for Engines to return it to the Level from which it was taken.

XXXVI. And be it further enacted, That the Tolls which by the said recited Act of the Third Year of the Reign of Her said present Majesty

Power to take Tolls.

Majesty are authorized to be taken shall be and the same are hereby repealed, and 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,)

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 intended to be called the *Tame Valley* Canal, any Sum which the said Company shall from Time to Time direct, not exceeding the Sum of One Penny Halfpenny *per Ton per Mile* :

For all Lime and Limestone which shall be carried or conveyed in either Direction upon any Part of the said *Tame Valley* Canal, any Sum which the said Company shall from Time to Time direct, not exceeding the Sum of One Halfpenny *per Ton per Mile* :

For all Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods whatsoever which shall pass in either Direction through any Lock or Number of Locks to be erected upon any Part of any one of the Branch Canals which the said Company may hereafter make or purchase under or by virtue of the Powers of the said recited Act of the Third Year of the Reign of Her said present Majesty or this 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 all Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods whatsoever which shall pass in either Direction upon any Part of any one of the Branch Canals which the said Company may hereafter make or purchase under or by virtue of the Powers of the said recited Act of the Third Year of the Reign of Her present Majesty or of this 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, and Iron which shall pass out of the said *Tame Valley* Canal into the existing Canal of the said Company at the Point of Junction at or near *Salford Bridge* aforesaid, and be carried or conveyed along the said existing Canal of the said Company to the Junction with the *Coventry* Canal at or near *Fazeley* in the County of *Stafford* aforesaid, and pass into the said *Coventry* Canal at or near *Fazeley* aforesaid, any Sum which the said Company shall from Time to Time direct, not exceeding the Sum of Eight-pence *per Ton*, in lieu of all Toll which would otherwise be payable by the said recited Act of the Fifth Year of the Reign of His late Majesty King *William* the Fourth for the said Coal, Coke, Ironstone, and Iron, in respect of its Carriage or Conveyance along the said existing Canal between the said Point of Junction at or near *Salford Bridge* aforesaid and the said Junction with the *Coventry* Canal at or near *Fazeley* aforesaid :

For all Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods whatsoever which shall pass out of the said *Tame Valley* Canal into the existing Canal of the said Company at the said Point of Junction at or near *Salford Bridge* aforesaid, and be carried or conveyed

conveyed along the existing Canals of the said Company between such Point of Junction and the *Warwick* and *Birmingham* Canal, and pass into the said *Warwick* and *Birmingham*, any Sum which the said Company shall from Time to Time direct, not exceeding Three-pence Halfpenny *per* Ton, in lieu of all other Tolls of any Description which by any other Act or Acts might otherwise be payable for the Carriage or Conveyance and the Passage respectively of such Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods whatsoever from the said Point of Junction along the said existing Canals into the said *Warwick* and *Birmingham* Canal :

For all Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods whatsoever which shall pass out of the said *Warwick* and *Birmingham* Canal into the existing Canal of the said Company, and be carried or conveyed along the existing Canals of the said Company, between the said *Warwick* and *Birmingham* Canal and the said Point of Junction at or near *Salford Bridge* aforesaid, and pass into the *Tame Valley* Canal, any Sum which the said Company shall from Time to Time direct, not exceeding Three-pence Halfpenny *per* Ton, in lieu of all other Tolls of every Description which by any other Act or Acts might otherwise be payable for the Passage and the Carriage or Conveyance respectively of such Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods out of the said *Warwick* and *Birmingham* Canal, and along the said existing Canals to the said Point of Junction :

Provided always, that notwithstanding any of the Provisions in this present Act or in any previous Act or Acts, or in any Act or Acts in this present Session of Parliament, to the contrary, the aggregate Amount of all the Tolls, of whatever Description, which under the Provisions of this present Act, or such other Act or Acts, or any of them, shall be payable for Iron, for a single Voyage, without an intermediate unloading, shall in the several Cases herein-after mentioned not exceed the several and respective Sums following ; (that is to say,)

If such Iron shall pass from the Canal now known as the *Wyrley* and *Essington* Canal at *Huddlesford* in the said County of *Stafford*, along the said *Coventry* Canal, and into the existing Canal of the said Company at *Whittington Brook*, and along the same Canal into the *Coventry* Canal at *Fazeley*, the Sum of One Shilling and Eleven-pence *per* Ton :

If such Iron shall pass from the *Tame Valley* Canal into the existing Canal of the said Company at or near *Salford Bridge* aforesaid, and along the same Canal into the *Coventry* Canal at *Fazeley*, the Sum of One Shilling and Eleven-pence Halfpenny *per* Ton :

If such Iron shall pass *Farmer's Bridge*, and along the existing Canal of the said Company into the *Coventry* Canal at *Fazeley*, the Sum of Two Shillings and One Penny Halfpenny *per* Ton :

If such Iron shall pass *Farmer's Bridge* aforesaid, and along the existing Canal of the said Company, and into the *Warwick* and *Birmingham* Canal near the Termination of the *Digbeth* Branch of the *Birmingham* Canal, the Sum of One Shilling and Eight-pence Halfpenny *per* Ton :

[*Local.*]

13 E

If

If such Iron shall pass out of the *Tame Valley* Canal into the existing Canal of the said Company at the said Point of Junction at or near *Salford Bridge* aforesaid, and along the existing Canals of the said Company, and into the *Warwick* and *Birmingham* Canal near the Termination of the *Digbeth* Branch of the *Birmingham* Canal, the Sum of One Shilling and Seven-pence Halfpenny *per* Ton :

If such Iron shall pass along any Part of the existing Canals of the said Company, and into the *Worcester* and *Birmingham* Canal at *Birmingham*, the Sum of One Shilling and Seven-pence Halfpenny *per* Ton :

If such Iron shall pass out of the *Tame Valley* Canal into a Canal proposed to be made under the Powers of a Bill now pending in Parliament, (in case such Bill shall pass into a Law,) and intended to be called the *Birmingham* and *Warwick* Junction Canal, the Sum of One Shilling and Four-pence *per* Ton :

Wharfage,  
Weighing,  
and Cranage.

For the Wharfage of all Coal, Coke, Ironstone, Lime, Limestone, and other Minerals which shall be loaded, landed, or placed at or upon any public Wharf of the said Company which shall be made under or by virtue of the said recited Act of the Third Year of the Reign of Her present Majesty or this 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 loaded, landed, 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 whatever, which the Owner thereof shall be desirous of having weighed at 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 Use of any Crane to be erected and made under or by virtue of the said recited Act of the Third Year of the Reign of Her present

present Majesty or this Act, any Sum which the said Company shall from Time to Time direct, not exceeding the Sum of Two-pence *per* Ton.

XXXVII. 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, Ironstone, Lime, Limestone, Minerals, or other Goods 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 (except as herein-after mentioned) no Reduction or Advance shall be made in any of the Tolls *per* Mile in any Part of the Cuts or Canals belonging to the said Company without a proportional Reduction on the Tolls *per* Mile throughout the Whole of such Cuts or Canals in respect of the same Description of Articles, and that no Reduction or Advance in any of the Tolls by this or any other Act or Acts authorized to be taken by the said Company 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 Cuts or Canals, and in case any Reduction or Advance of the said Tolls upon any particular Description of Articles shall be made, the same shall extend to and take place throughout the Whole and every Part of the said Cuts and 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 Acts or this Act to the contrary thereof in anywise notwithstanding: Provided always, that the above Restriction shall not extend to the Tolls *per* Mile by the said recited Act of the Fifth Year of the Reign of His said late Majesty King *William* the Fourth authorized to be taken in respect of Coal and Iron, or 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 or  
advance  
Tolls.

XXXVIII. Provided always, and be it further enacted, That nothing herein contained shall be construed to compel the said Company, unless they shall so think fit, to reduce or advance (as the Case may be) all or any of the Tolls in gross or Lock Dues by this or any other Act authorized to be taken, but in case the said Company shall at any Time reduce or advance any Toll in gross or Lock Due, such Reduction or Advance shall be made equally upon all Goods of the same Description in respect whereof such Toll in gross or Lock Due may be demanded.

Certain Tolls  
not to be  
affected.

XXXIX. Pro-

Power to reduce the Toll on Coal and Coke conveyed to London and the Neighbourhood.

XXXIX. Provided always, and be it further enacted, That notwithstanding any of the Provisions in this present Act or in any previous Act or Acts, or in any other Act or Acts of the present Session of Parliament to the contrary, 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, of whatever Description, which by this present Act, or such other Act or Acts, or any of them, are or shall be authorized to be taken by the said Company in respect of any Coal or Coke carried or conveyed upon any of the Canals of the said Company, if such Coal or Coke shall afterwards, without an intermediate unloading, be carried or conveyed on the Canal or Canals of any other Company or Companies to any Place beyond a certain Stone erected on or near to the Towing Path of the Grand Junction Canal at or near *Grove Park*, for the Supply of the City of *London* or the Neighbourhood thereof, without its being incumbent on the said Company by reason thereof to make a corresponding Reduction on any of the Tolls on other Coal or Coke payable to the said Company; and it shall be lawful for the said Company afterwards from Time to Time to raise or advance the same Tolls or any of them, so that the same do not at any Time exceed the respective Amounts or Sums by this present Act or such other Act or Acts, or any of them, respectively authorized to be taken, provided that such Reduction of the Tolls on Coal or Coke shall not be made partially or in favour of any particular Line of any other Company along which it may be carried on its Way to the said Stone at or near *Grove Park* aforesaid.

Relating to the Toll payable on entering the Warwick and Birmingham Canal.  
33 G.3. c. 38.

XL. And whereas by an Act passed in the Thirty-third Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for making and maintaining a navigable Canal from or nearly from a Place called the Saltisford, in the Parish of Saint Mary in the Borough of Warwick, into or near to the Parish of Birmingham in the County of Warwick, and to terminate in or near to the Town of Birmingham, called the Digbeth Branch of the Birmingham and Birmingham and Fazeley Canal Navigations*, it was enacted, that it should be lawful for the said Company of Proprietors of the *Birmingham Canal Navigations* (then called the Company of Proprietors of the *Birmingham and Birmingham and Fazeley Canal Navigations*) to ask, demand, take, recover, and receive, from Time to Time, and at all Times for ever thereafter, to and for the sole Use and Benefit of such Company of Proprietors (among other Rates or Dues therein mentioned), for the Tonnage and Wharfage of all Coals, Coke, Iron, Ironstone, Goods, Wares, Merchandize, and other Things which should be carried or conveyed from and out of the said *Digbeth Branch* of the said *Birmingham Canal* (then called the *Birmingham and Birmingham and Fazeley Canals*) into or upon the Canal by the said Act authorized to be made, and since made, and now called the *Warwick and Birmingham Canal*, the Sum of Sixpence *per Ton*, and so in proportion for any greater or less Quantity than a *Ton*; and it was by the same Act further enacted, that it should be lawful for the said Company of Proprietors of the *Birmingham Canal Navigations* from Time to Time to lessen or reduce all or any

Part



Part of the Rates or Dues thereby granted and made payable to them, and again from Time to Time to advance and raise the same, provided that the Rates and Dues so advanced or raised should not in any Case exceed the Rates or Dues thereby granted to the said Company of Proprietors of the *Birmingham* Canal Navigations; and it was by the said Act further enacted, that when and so soon as a Sum of Three thousand six hundred Pounds therein mentioned, and Interest, had been paid off and discharged (which have been long since paid off and discharged), the Duty of Sixpence *per* Ton thereinbefore mentioned should be reduced One Penny, and Five-pence *per* Ton, and no more, instead of Sixpence, should be paid for all Coal, Coke, Iron, Goods, Wares, Merchandize, and other Things whatsoever which should be carried or conveyed from and out of the said *Birmingham* Canals into the said intended Canal from *Warwick* to *Birmingham*, and that such reduced Duty of Five-pence *per* Ton should not at any Time thereafter be again advanced to any higher Rate: And whereas it hath been agreed that the said Rate, Due, or Toll of Five-pence *per* Ton shall be altered and reduced; be it therefore enacted, That from and after the First Day of *July* One thousand eight hundred and forty the said Rate or Toll of Five-pence *per* Ton, shall in respect of Coal, Coke, Iron, Ironstone, Lime, Limestone, and Minerals, be reduced Two-pence *per* Ton, and that the Sum of Three-pence *per* Ton, and no more, shall be paid for all Coal, Coke, Iron, Ironstone, Lime, Limestone, and Minerals which shall be carried or conveyed from and out of the said *Digbeth* Branch of the said *Birmingham* Canals into the said *Warwick* and *Birmingham* Canal, and that such reduced Rate or Toll of Three-pence *per* Ton shall not any Time thereafter be again advanced to any higher Rate; and that the said Rate or Toll of Five-pence *per* Ton shall, in respect of Goods, Wares, Merchandize, and other Things, (except Coal, Coke, Iron, Ironstone, Lime, Limestone and Minerals,) be reduced One Penny *per* Ton, and that the Sum of Four-pence *per* Ton, and no more, shall be paid for all Goods, Wares, Merchandize and other Things (except Coal, Coke, Iron, Ironstone, Lime, Limestone, and Minerals,) which shall be carried or conveyed from and out of the *Digbeth* Branch of the said *Birmingham* Canal into the said *Warwick* and *Birmingham* Canal, and that such reduced Rate or Toll of Four-pence *per* Ton shall not at any Time thereafter be again advanced to any higher Rate.

XLI. And whereas it is recited in the said Act of the Third Year of the Reign of Her said present Majesty, that the probable Expence of making and completing the Cut or Canal and other Works thereby authorized to be made would, according to an Estimate thereof, amount to the Sum of One hundred and fifty thousand Pounds; and it was therefore enacted, that it should be lawful for the said Company, for the Purpose of enabling them to make and complete the Cut or Canal and other Works thereby authorized to be made, to raise all or any Part of the said Sum of One hundred and fifty thousand Pounds by Mortgages in the Manner therein mentioned: And whereas the probable Expence of making and completing the said Cut or Canal, as hereby authorized to be extended and altered or deviated, and which is intended to be called the *Tame Valley* Canal,

Expence of  
the proposed  
Works.

Power to  
raise Money  
by Mortgage.

as aforesaid, and other the Works by the said Act and this Act authorized to be made, will amount to the Sum of Fifty-four thousand Pounds over and above the said 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 *Tame Valley* Canal and other Works to be made, from Time to Time to raise all or any Part of the said additional Sum of Fifty-four 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 of the Fifth Year of the Reign of His said late Majesty King *William* the Fourth empowered to raise the Sum of Seventy-five thousand Pounds therein mentioned, and all and singular the Powers and Provisions of the said recited Act of the Fifth Year of the Reign of His said late Majesty King *William* the Fourth, 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 Fifty-four 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.

XLII. Provided always, and be it further enacted, That all Mortgages already made or hereafter to be made in pursuance of the said recited Acts or either of them 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 Acts or either of them.

For Appoint-  
ment of  
Special Con-  
stables.

XLIII. And be it further enacted, That it shall be lawful for any Two or more Justices of the Peace for the Counties of *Warwick* and *Stafford*, and they are hereby required, upon the Application of any Owners of any Lands, Tenements, or Hereditaments on the Line of the said intended Canal, to call upon the Committee of Management of the said Company, by Letter or Notice addressed to any One of the said Committee, or to the Clerk of the said Company, forthwith to nominate such Number of fit and proper Persons as they the said Justices shall in their Discretion think necessary to be Special Constables for the Protection of the Lands and Property of the said Owners adjoining or lying near to the said Canal from Trespass and Depredation during the making and completing the said Canal and Works; and in case of Default by the said Committee in nominating such fit and proper Persons as aforesaid within Seven Days from the Date of such Letter or Notice, then it shall be lawful for the said Justices of their own Authority to nominate and appoint such Number of Persons as they shall consider fit and proper for the Office of Special Constables for the Purposes aforesaid which Constables so appointed as aforesaid shall have Power to act within the said Canal and Works, and the Distance of Five hundred Yards therefrom; and every Person so appointed shall take an Oath, to be administered by such Justice of the Peace, which Oath they

the said Justices are hereby authorized and empowered to administer, duly to execute the Office of a Constable for the said Premises; and every Person so appointed and sworn as aforesaid shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and all other unlawful Acts, within the Limits of the said Premises for which he or they may be appointed, and shall have, use, and enjoy all Powers, Authorities, Protections, and Privileges for the apprehending of Offenders, as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices, or any Three or more of the said Committee of the said Company, to dismiss or remove any such Constable or Constables from his or their Office of Constable, and upon any such Dismissal or Removal all Powers, Authorities, Protections, and Privileges, by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed, shall wholly cease upon every such Dismissal and Removal, the said Justices supplying, and they are hereby required to supply, the Vacancies thereby occurring by calling upon the said Committee of the said Company to nominate within the Period aforesaid, or, in case of Neglect by the said Committee so to do, nominating of their own Authority other fit and proper Persons to fill the Office of Special Constables as aforesaid, which new Constables shall be sworn by the said Justices, and shall possess and enjoy the same Powers, Protections, and Privileges as the Parties so dismissed or removed possessed or enjoyed.

XLIV. And whereas it was in and by the said first-recited Act enacted, that no Action, Suit, or Information should be commenced or prosecuted against the said Company, their Clerk or Treasurer, or any Agent, Officer, or Person acting for or under the Direction of such Company for any, Matter or Thing relating to the said Act, or to the Execution of the Powers and Authorities of, or any of the Orders made, given, or directed in, by, or under the said Act, unless One Calendar Month's previous Notice should be given in Writing by the Person intending to commence and prosecute such Action, Suit, or Information, to the Defendant, nor unless such Action, Suit, or Information should be commenced within Six Calendar Months next after the Act committed, or, in case there should be a Continuation of Damages, within Three Calendar Months next after the committing of such Damage should have ceased, and not afterwards, and should be laid and brought in the County where the Matter in dispute should arise, and not elsewhere; and the Defendant in such Action, Suit, or Information should and might plead the General Issue, and give the said Act and the special Matter in Evidence at any Trial to be had thereupon, and that the same was done by the Authority of the said Act, and if it should appear to have been so done, or if any such Action, Suit, or Information should have been commenced after the Time limited for bringing the same, or in any County other than as aforesaid, then and in every such Case the Jury shall find for the Defendant; and upon such Verdict, or if the

Repeal of  
Provision in  
first-recited  
Act respect-  
ing Limita-  
tion of  
Actions.

the Plaintiff should become nonsuit, or suffer a Discontinuance of his Action, Suit, or Information after the Defendant should have appeared, or if a Verdict should pass against the Plaintiff, or if upon Demurrer or otherwise Judgment should be given against the Plaintiff, the Defendant should have his Costs, and should have such Remedy for recovering the same as any Defendant hath for recovering Costs of Suit in any other Case by Law : And whereas it is expedient that the said recited Provision should be repealed ; be it therefore enacted, That the same shall be and the same is hereby repealed : Provided always, that nothing in this Act contained shall prejudice or affect any Action, Suit, Information, or other Proceeding now existing or depending between the said *Birmingham Canal Navigations Company* and any other Company or Person or Persons whomsoever, or shall revive any Right which under the Provision lastly hereby repealed may have been barred prior to the passing of this Act.

Expences  
of Act.

XLV. And be it further enacted, That the Costs and Charges of obtaining and passing this Act, and all other Costs, Charges, and 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 Acts, or out of the first Money to be received or raised by virtue of this Act, in preference to any other Payment whatever.

Saving the  
Works of the  
*Birmingham*  
Waterworks.

XLVI. Provided always, and be it further enacted, That nothing in this Act contained shall vary, alter, or prejudice the Rights, Privileges, Protections, and Immunities of the *Birmingham Waterworks*, reserved, granted, or secured by the said recited Acts or otherwise howsoever.

Public Act.

XLVII. 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.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
--------------------------	---------------------------	----------	------------

COUNTY OF STAFFORD.

*Parish of West Bromwich, Township of West Bromwich.*

Rick-yard - - -	{ Samuel Smith and Charles Hunt, Trustees under the Will of the late James Smith - - }	- - -	{ George Kidson senior and George Kidson junior.
Garden - - -	Ditto - - -	- - -	Ditto.
House, Shop, and Garden -	Benjamin Hunt - - -	- - -	Benjamin Hunt.
House, Brewhouse, and Garden - - -	{ John Birch - - -	- - -	Thomas Budd.
Ditto - - -	Ditto - - -	- - -	Mary Birch.
Garden - - -	Benjamin Hunt - - -	- - -	Benjamin Hunt.
House, Mill, Barns, Stables, Cowhouses, Buildings, Yards, Orchards, and Gardens - - -	{ Samuel Smith and Charles Hunt, Trustees under the Will of the late James Smith - - }	- - -	John Baker.
House and Garden - - -	Ditto - - -	- - -	John Harris.
Ditto - - -	Ditto - - -	- - -	William Harris.
House, Buildings, Garden, and Road - - -	Catherine Euevor - - -	- - -	{ Sophia Rogers and Thomas Poulton.
Mill Stream - - -	{ Samuel Smith and Charles Hunt, Trustees under the Will of the late James Smith - - }	- - -	John Baker.
Mill Pool, Fish Stew, Osier Bed, and Flood Gates - -	Ditto - - -	- - -	Ditto.

*Parish of Aldridge, Township of Great Barr.*

Plantation and Pit - - -	{ The Reverend John Kenrick, John Yate Lee, Esquire, and Robert Scott, Esquire - - }	- - -	William Osborne.
Ditto - - -	Ditto - - -	- - -	Ditto.
House, Barn, Stables, Malt-house, Buildings, Yards, Garden, and Fish Pond -	Ditto - - -	- - -	Ditto.
House and Garden - - -	John Smith - - -	{ Richard Healey Bowman - - }	Samuel Lewis.
Ditto - - -	Ditto - - -	Ditto - - -	Charles Warner.
House, Stable, Coach-house, Buildings, Yards, and Gardens - - -	Ditto - - -	Ditto - - -	{ Richard Healey Bowman.
Malthouse - - -	{ The Reverend John Kenrick, John Yate Lee, Esquire, and Robert Scott, Esquire - - }	- - -	William Osborne.

[Local.]

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
<i>Parish of Handsworth, Township of Perry Barr.</i>			
House and Garden	John Stubbs	- - -	Benjamin Hutton.
Plantation	Earl of Dartmouth	- - -	Christopher Wren and Earl of Dartmouth.
Ditto	Ditto	- - -	Earl of Dartmouth and William Dewdney Hollister.
Garden and Nursery	Lord Calthorpe John Moore Paget, Esquire Charles Littlehales, M.D. and John Gough, Esquire	- - -	John Moore.
Hovel	Ditto	- - -	William Shilton.
House, Coach-house, Stable, Barns, Buildings, Yards, Garden, Plantation, and Walks	George Parker	- - -	George Parker.
House	Ditto	- - -	William Cross.
Wood	Earl of Dartmouth	- - -	Earl of Dartmouth.
Barn, Stable, Cow-sheds, Buildings, and Yards	Wyrley Birch, Esquire	- - -	Christopher Wren.
House and Garden	Ditto	- - -	Thomas Ball.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1840.