



ANNO TERTIO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. Ivii.

An Act for making and maintaining a navigable Cut or Canal, connecting the *Warwick* and *Birmingham* Canal with the *Birmingham* Canal, commencing by a Junction with the *Warwick* and *Birmingham* Canal in the Hamlet of *Bordesley* in the Parish of *Aston-juxta-Birmingham* in the County of *Warwick*, and terminating by a Junction with the *Birmingham* Canal near *Salford Bridge* in the same Parish. [4th June 1840.]

**W**HEREAS it would be of great public Advantage to make a navigable Cut or Canal, with proper Works connected therewith, from and out of the *Warwick* and *Birmingham* Canal Navigation, at or near the lowest Lock on the said Canal in the Township of *Bordesley* in the Parish of *Aston-juxta-Birmingham* in the County of *Warwick*, into and to communicate with the *Birmingham* Canal Navigations at or near *Salford Bridge* in the Township of *Erdington* in the same Parish; but the said Object cannot be effected without the Aid and Authority of Parliament: And whereas Maps or Plans describing the Line of the said proposed Cut, and of the Lands through or over which the same is intended to be made,  
[Local.] 13 H with

Establishment of the Company.

Title of the Company.

Meaning of certain Words in this Act.

with Books of Reference thereto, containing Lists of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers, of the said Lands, have been deposited with the Clerk of the Peace of the County of *Warwick*: 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 from and immediately after the passing of this Act, *Theophilus Taylor, Isaac Anderton, William Anderton, John Cattell, Henry Thomas Chamberlayne, Thomas Collins, John William Crompton, John Goodhall, Kelynge Greenway, Charles Handley, William Handley, Richard Jaggard, Charles Lamb, John Towers Lawrence, William Congreve Russell, Richard Sanders, John Tomes, Joseph Webster, Richard Wood, John Wilkes Unett*, and the several other Proprietors for the Time being of any Share or Shares in the Capital or Joint Stock of the Company hereby established, and their respective Successors, Executors, Administrators, and Assigns, Proprietors as aforesaid, shall from and after the passing of this Act be and for ever remain a Company or Body Corporate for making, supporting, and maintaining the Cut or Canal and Works herein-after authorized to be made, and for other the Purposes of this Act, by the Name of "The Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation," and by that Name shall have perpetual Succession, and shall have a Common Seal, and by that Name shall and may sue and be sued, and shall have full Power to purchase and hold Lands, Tenements, and Hereditaments to them, their Successors and Assigns, for the Purposes or under the Provisions of this Act, without incurring any of the Penalties of the Statutes of Mortmain; and shall have full Power to sell and dispose of any Lands, Tenements, and Hereditaments hereby vested or authorized to be vested in them, or purchased or acquired by them in the Manner directed by this Act.

II. And be it further enacted, That the Words and Expressions herein-after mentioned, which in their ordinary Signification have a more confined or different Meaning, shall in this Act, except where the Nature of the Provision or the Context of the Act shall exclude such Construction, be interpreted as follows; (that is to say,) the Words "the said Company," without any special Addition, shall mean the Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation hereby established; the Word "Canal" shall include, besides the principal Canal to which it shall be applied, all navigable Cuts or Canals, Branches, Extensions, and Communications, and Works belonging thereto; the Word "Corporation" shall include every Body Politic, Eleemosynary, and Collegiate, Ecclesiastical and Lay, Aggregate and Sole; the Word "Owner," when used in reference to any Lands, Tenements, or Hereditaments, shall include, besides every Proprietor of such Hereditaments for the Time being in the Possession or beneficial Receipt of the Rents, Issues, and Profits thereof, every Person hereby or otherwise empowered to sell the same; the Word "Land" shall include all Messuages, Buildings, and Real Estate; the Word "Toll" shall include all Tolls, Rates, and Dues; the Word "Penalty" shall include all Penalties, Fines, and Forfeitures

Forfeitures of a pecuniary Nature ; the Word "Goods" shall include all Goods, Wares, Merchandizes, Commodities, and Articles whatsoever ; and the Word "Boat" shall include Boats, Barges, Flats, Keels, and other Vessels whatsoever ; and every Word in the Singular Number only shall extend and be applied to several Persons or Things as well as one Person or Thing ; and every Word importing the Masculine Gender only shall extend and be applied to a Female as well as a Male.

III. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, from Time to Time and at all Times hereafter, by themselves, their Deputies, Agents, Officers, Workmen, and Servants, to make, complete, and maintain a Cut or Canal, navigable for Boats, Barges, and other Vessels, from and out of and communicating with the *Warwick* and *Birmingham* Canal Navigation at or near the lowest Lock in the said Canal in the Township of *Bordesley* aforesaid, in and through the Parishes, Townships, Liberties, and Extra-parochial or other Places following ; (that is to say,) *Bordesley, Deritend, Deritend* and *Bordesley, Duddeston, Duddeston* and *Nechells, Nechells, Saltley, Washwood, Saltley* and *Washwood, Erdington*, and *Aston-juxta-Birmingham*, all in the County of *Warwick*, in the Line or Course and over or through the Lands designated upon the Maps or Plans so deposited as aforesaid, and so as to join and communicate with the Northern Side of the *Birmingham* Canal Navigations and the intended *Tame Valley* Canal at or near *Salford Bridge* in the Township of *Erdington* aforesaid ; and also to make, complete, and maintain such and so many Aqueducts, Feeders, Wells, Basins, Side Ponds, Reservoirs, Levels, Perforations, Weirs, Steam Engines, Water Wheels, and other Machinery, Shafts, Tunnels, and other Works, as the said Company shall from Time to Time think expedient, for the Purpose of filling and supplying the said Cut or Canal hereby authorized to be made, or any Part thereof, with Water, and for conveying Water to or from the same, and for raising Water from one Level of the said Cut or Canal to another, or for any other Purpose necessary for the better making and maintaining of such Cut or Canal ; and also to supply the same Cut or Canal, Aqueducts, Feeders, Basins, Side Ponds, Reservoirs, Engines, Water Wheels, and other Works, whilst being made, and after the same shall be made, with Water from the present Canal Navigation of the *Warwick* and *Birmingham* Canal Company (under the Restrictions herein-after contained), and also from all such Brooks, Springs, Streams, Watercourses, Hollows, Caverns, and other Sources or Repositories of Water as shall be found in or within One hundred Yards of the said Cut or Canal and Works hereby authorized to be made as aforesaid ; and also to enlarge, alter, or vary the Course of any Brooks or Watercourses which may cross the Line of the said Canal, or may impede or obstruct the making thereof ; and also to make, complete, and from Time to Time maintain, improve, and alter, in upon, over, or under the said Cut or Canal hereby authorized to be made, or in or upon any Lands adjoining or within One hundred Yards of the said Cut or Canal respectively, such and so many Bridges, Piers, Arches, Locks, Weirs, Sluices, Culverts, Floodgates, Banks, Dams, Tanks, Wharfs, Quays, Landing Places, Houses, Warehouses,

General  
Powers of  
Company.

Toll

Toll Houses, Lock Houses, Watch-houses, Weighing Beams, Cranes, Dry Docks and other Docks, Steam Engines, Machines, and other Works, Ways, Roads, Railroads, Gates, Fences, and Conveniences, whether temporary or permanent, for the Purposes of the said intended Cut or Canal, and the Works connected therewith, and the Traffic thereof, as and where the said Company shall think requisite and convenient; and also from Time to Time to alter, repair, and amend or discontinue the same or any of them; and also to make, set out, and appoint such Towing Paths, Banks, Roads, and Ways, for the towing, hauling, or drawing of Boats passing upon the said Cut or Canal, with Men, Horses, or otherwise, and such convenient Places in which Boats may turn, lie, or pass each other, as the said Company shall think necessary or proper; and to construct, erect, and keep in repair any Bridges, Piers, Arches, or other Works, whether temporary or permanent, in, upon, and across any Rivers, Streams, or Brooks, for the Purpose of making, completing, maintaining, altering, enlarging, and repairing the said Cut or Canal and other Works hereby authorized to be made; and also to make, complete, maintain, and do all and every or any other Works, Matters, and Things whatsoever, whether temporary or permanent, which they the said Company shall think requisite and necessary or convenient for making, completing, repairing, improving, carrying on, maintaining, and using the said Cut or Canal and other Works hereby authorized to be made, in pursuance of and within the true Intent and Meaning of this Act.

Power to  
enter on  
Lands, &c.

IV. And be it further enacted, That for the Purposes and subject to the Directions and Restrictions of this Act it shall be lawful for the said Company, their Deputies, Agents, Servants, Surveyors, and Workmen, and they are hereby authorized and empowered, to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey and take Levels of the same or any Part thereof, and to set out, ascertain, and appropriate such Part thereof as they shall think necessary or expedient for making, completing, maintaining, altering, enlarging, and repairing the said Canal and other Works hereby authorized to be made, maintained, completed, altered, enlarged, and repaired respectively, or for any of the Purposes hereby authorized, and to supply the same with Water in manner herein-after mentioned; and to bore, search for, dig, cut, trench, drain, sough, get, raise, remove, take, carry away, lay, use, and manufacture any Earth, Soil, Clay, Stone, Rubbish, Trees, Roots of Trees, Beds of Gravel or Sand, or any other Materials or Things which may be dug, raised, or gotten in the making, maintaining, completing, enlarging, and repairing of the said Canal and other Works respectively, or out of any Land of any Person or Corporation adjoining or lying near thereto, and which may be proper, requisite, necessary, or convenient for the same, or which may hinder, prevent, or obstruct the same; and also to place, lay, work, or manufacture the Materials necessary for making, erecting, maintaining, and repairing the said Canal and other Works hereby authorized to be made on the Lands or Grounds adjoining to the Place where the said Works or any of them shall be carried on or executed; and also to dig, take, and carry away any Soil, Clay, Gravel, Sand, Sandstone, or other Materials, for the Purposes

poses of this Act, in or from the Land of any Person or Corporation situate within Twenty Yards of the said Canal, and not being the Site of any House, or a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or Lawn inclosed or adjoining to a Mansion House (except such as are specified in the Schedule to this Act annexed); and also to construct, erect, make, and do all other Works, Matters, and Things, whether temporary or permanent, which they shall think necessary or convenient for the Purpose of making, completing, maintaining, altering, enlarging, repairing, carrying on, and using the said Canal and other the Works to be made or constructed in pursuance of and according to the true Intent and Meaning of this Act; they the said Company, their Deputies, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and making full Satisfaction, in manner herein-after mentioned, to the Proprietors of and all Persons interested in any Lands, Buildings, Mills, Forges, Watercourses, Brooks, Streams, or Rivers respectively, which shall be taken, used, removed, diverted, or injured, for all Damages to be by them sustained in or by the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company, and their Deputies, Servants, Agents, and Workmen, and all other Persons whomsoever, for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after contained.

V. Provided always, and be it further enacted, That nothing in this Act contained shall authorize the said Company to take or enter upon any Lands for the Purpose of forming any Reservoir without the Consent in Writing of the Person or Corporation herein-after or otherwise empowered to sell such Lands. Company not to take Land for Reservoirs, without Consent.

VI. And be it further enacted, That Copies of the said Maps or Plans and Books of Reference, so deposited as aforesaid, or of any Parts thereof respectively, certified by the Clerk of the Peace for the said County of *Warwick*, shall and they are hereby declared to be good Evidence in all Courts of Law and elsewhere. Copies of Plan and Books of Reference to be Evidence.

VII. And be it further enacted, That the said Company shall and may make and complete the said Canal and other Works hereby authorized to be made as aforesaid in, through, and over the Land of any Person or Corporation, or across any Road, Brook, or Rivulet respectively omitted or misdescribed in such Maps or Plans and Books of Reference as aforesaid, or any of them, if it shall appear, to the Satisfaction of any Two or more Justices of the Peace for the said County of *Warwick*, and shall be certified in Writing under their Hands, that such Omission or Misdescription proceeded from Inadvertence or Mistake; and every such Certificate shall be deposited with and kept by the Clerk of the Peace for the said County, and shall be open for Inspection in the same Manner and upon the same Terms as the said Books of Reference; and Copies of or Extracts from such Certificate, being certified under the Hand of the Clerk of the Peace, shall be in like Manner receivable in Evidence. Lands, &c., may be taken notwithstanding accidental Omissions in Maps, &c.

[Local.]

13 I

VIII. Pro-

Not to deviate more than 100 Yards from the Plans.

VIII. Provided always, and be it further enacted, That the said Company, in making the said Canal and other Works hereby authorized, shall have Power to deviate from the Line thereof laid down in the said Maps or Plans, but not to any greater Distance than One hundred Yards from the said Line.

Power to deviate over certain Lands more than 100 Yards, with Consent.

IX. And whereas it may be advantageous to *Daniel Ledsam*, *Joseph Soden*, and *James Spooner*, *Jane Mills*, the *Birmingham and Gloucester Railway Company*, and the *London and Birmingham Railway Company*, or some of them, that an Alteration or Deviation of the Line of the said Canal, commencing at *New Dartmouth Street* in the Township of *Bordesley* aforesaid, and terminating at a Field in the Township of *Saltley* aforesaid, belonging to *Charles Bowyer Adderley*, and extending in Length beyond the Limits of Deviation herein-before authorized for the Space only of Six hundred Yards or thereabouts, and in Distance from the Line, as now laid down in the said Map or Plan, Two hundred and twenty Yards, or thereabouts, should be authorized to be made; be it therefore enacted, That notwithstanding the Proviso last herein-before contained it shall be lawful for the said Company (the said several Parties having respectively given their Consents to the same) to deviate from the Line so laid down on the said Map or Plan through or over the Lands belonging to the said several Parties, but so that such Deviation shall not be made at a greater Distance from the Line laid down on the said Map or Plan than Two hundred and twenty Yards, and shall not extend to be made through any Lands other than those described or laid down in the said Map or Plan and Book of Reference so deposited as aforesaid: Provided always, that notwithstanding any of the Powers in this Act contained, authorizing the said Company to make the said Cut or Canal in the Line or Course designated upon the Maps or Plans so deposited as aforesaid, and notwithstanding any of the Powers of Deviation in this Act contained, it shall not be lawful for the said Company, in carrying the said Cut or Canal through the Lands of *Jane Mills*, to make or carry the Line of the said Cut or Canal, or to make or execute any of the Works connected therewith, nearer to a certain Archway under the *London and Birmingham Railway*, situate on the *Garrison Farm*, than One hundred and twenty-six Yards, measured from the Centre of the said Archway, without the Consent in Writing of the said *Jane Mills* first obtained for that Purpose, nor shall the said Company carry the said Cut or Canal, or any of the Works connected therewith, to the Westward of the said Archway, without such Consent as aforesaid.

Not to deviate from the Datum Line described in the Section deposited.

X. And be it further enacted, That in making the said Canal it shall not be lawful for the said Company to deviate, except for the Purpose last herein-before mentioned, from the Levels of the said Canal, as referred to the common Datum Line described in the Section so deposited as aforesaid, to any Extent exceeding in any Place Six Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made, or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made

without the Consent of the Trustees or Commissioners, or, if there be no such Trustees or Commissioners, without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for any Public Sewers or of the Proprietors of any Railway affected by such Deviation; and where in any Place it is intended to carry the Canal on an Arch or Arches as marked on the said Plan or Section the same shall be made accordingly: Provided always, that Notice of every Petty Session to be holden for the Purpose of obtaining such Consent as aforesaid shall, Fourteen Days previous to the holding of such Petty Sessions, be given in some Newspaper circulating in the County, and also be affixed upon the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or, if there be no Church, some other Place to which Notices are usually affixed: Provided also, that for the Purpose of consenting to any such Deviation from the said Sections, and to any tunnelling or arching as aforesaid, the Word "Owners" shall be deemed and taken to mean such Persons as are herein capacitated to agree for the Sale of and to convey Land for the making of the said Canal; and the Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for that Purpose.

XI. Provided always, and be it further enacted, That it shall not be lawful for the said Company, or their Servants, Agents, or Workmen, to divert or take, for the Use or Supply of the said Canal (except as herein mentioned), any Water from or out of any other Brooks, Streams, or Watercourses than such as are laid down in the said Maps or Plans and Books of Reference relating to the same Canal.

No Water to be taken from Brooks not in the Plans.

XII. And be it further enacted, That nothing in this Act contained shall authorize or empower, or be adjudged, deemed, or taken to authorize or empower, the said Company hereby incorporated to take away, lessen, alter, divert, or obstruct the Waters of the Rivers *Rea* and *Tame*, or either of them, (except to carry the said River *Rea* under the said Canal,) or any Brook or Stream now discharging itself into the Rivers *Rea* or *Tame*, or either of them; and that the said Company hereby incorporated shall, at their own proper Costs and Charges, make or cause to be made all such Arches, Tunnels, Culverts, Drains, or other Passages under, over, or by the Side of the said Canal hereby authorized to be made, or either of them, and of such Breadth, Depth, and Dimensions as shall be necessary and sufficient at all Times to prevent the said Rivers, Brooks, and Streams, or any of them, from discharging themselves or any of them into the said Canal, and to carry and convey the same under, over, or by the Side of the said Canal; and all such Arches, Tunnels, Culverts, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, scoured, and kept in good Order and Repair by the said Company; and if at any Time after Seven Days Notice in Writing shall be given by or on behalf of the Mill Owners or other Persons interested

Water not to be taken from Rivers *Rea* and *Tame*, &c.

interested in the said Rivers, Brooks, and Streams, to the said Company, that the said Arches, Tunnels, Culverts, Drains, or other Passages, or any of them, are or is not made, cleansed, maintained, and repaired according to the true Intent hereof, then it shall be lawful for such Mill Owners or other Persons interested as aforesaid, from Time to Time, as often as there shall be Occasion, to make, cleanse, and repair such Arches, Tunnels, Culverts, Drains, and other Passages, and the reasonable Expences thereof shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of One Calendar Month after Demand thereof made upon the said Company, such Expences shall and may be recovered and levied by such Mill Owners or other Persons interested as aforesaid, having paid such Expences, either by Action at Law or such other Manner as any other Money is by this Act directed to be recovered from the said Company.

Houses not to be taken, except such as are mentioned in the Schedule.

XIII. Provided always, and be it further enacted, That nothing in this Act 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 *November* One thousand eight hundred and thirty-nine formed the Site of a House or other Building, or any Land or Ground which at that Period was set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walks, or Avenue to a House, without the Consent in Writing of the Owner and Occupier thereof respectively, other than and except such as are specified and set forth in the Schedule to this Act annexed.

If Land not contracted for within Three Years, the Power granted to cease.

XIV. Provided also, and be it further enacted, That if the said Company shall not within the Space of Three Years, to be computed from the passing of this Act, agree for and pay for as herein-after is mentioned the Premises which they are by this Act empowered to take or use for the Purpose of making the said Canal herein-before authorized to be made, then and from thenceforth the compulsory Powers for that Purpose which are hereby granted to them shall cease, determine, and be void.

If Canal be not completed within Seven Years, Powers of Act to cease.

XV. Provided also, and be it further enacted, That if the said Canal shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years from the Time of the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act for making the said Canal shall cease and determine, save only and except as to so much (if any) of the said Canal as shall have been declared and certified to have been completed within the said Term by the Justices of the Peace of the County of *Warwick* assembled at any Quarter Sessions of the Peace to be holden in and for the said County, at any Time before the Expiration of the said Term of Seven Years, or within Six Calendar Months next after the Expiration thereof, upon Evidence of Two or more Witnesses upon Oath, to be produced before them for that Purpose; which Oath such Justices are hereby empowered to administer.

XVI. And



XVI. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, at any Time or Times hereafter, to make and complete, and afterwards to maintain, double or parallel Locks on such Parts of the said Canal as they shall think fit, with proper or convenient Ponds, Basins, Culverts, Piers, Walls, Abutments, Sluices, and Works for the Purposes thereof, as they shall think fit, but not for that Purpose, without the Consent of the Person or Corporation herein-after or otherwise empowered to sell the same, to take or use any Lands which the said Company would not otherwise be entitled to purchase or use under the Authorities of this Act.

Power to  
make double  
Locks.

XVII. And whereas by reason of the Exercise of the Powers granted by this Act there may be Deficiencies in the Assessments of Land Tax and Poor Rates in the several Parishes, Townships, Hamlets, or Places in or through which the said Canal or other Works hereby authorized to be made may pass or may be made, or be situate; be it therefore enacted, That for preventing the same the said Company shall, from and after they shall have become seised or possessed, by virtue of the Powers of this Act, of any Houses, Buildings, Lands, Tenements, or Hereditaments charged with the Land Tax, and until the Works hereby authorized to be made shall have been completed and assessed to such Land Tax or Poor Rates, be subject and liable, from Time to Time, to pay and make good, to or in aid of the said several Parishes, Townships, Hamlets, or Places respectively, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax and Poor Rates within the said several Parishes, Townships, Hamlets, or Places respectively, by reason or means of taking down or using, or cutting through, for the Purposes of this Act, any Houses, Buildings, Lands, Tenements, or Hereditaments liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer, Collector, or Receiver of the said Company shall be and he is hereby authorized and required to pay all such Assessments, on Demand thereof, to the Collector of the same respectively: Provided always, that it shall and may be lawful for the said Company, if they shall think fit, to redeem the said Land Tax under the Powers of the Acts for the Redemption of the Land Tax.

Deficiencies  
in Land Tax  
to be made  
good by the  
Company.

XVIII. And be it further enacted, That in all Cases wherein, in the Exercise of any Powers granted by this Act, any Part of any Carriage or Horse Road, Railway or Tramroad, either public or private, shall be found necessary to be cut through, raised, sunk, taken, or so much injured as to be impassable or inconvenient for Passengers or Carriages, or 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 another good and sufficient Road (as the Case may require) to be set out and made instead thereof, 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 Road cut through, raised, sunk, or injured shall be a

Providing  
for Injury  
to Roads.

[*Local.*]

13 K

Turnpike

Turnpike Road, the substituted Road, if temporary, shall be set out and made, and the principal Road shall be restored, within Six Calendar Months after the Commencement of the Operation: Provided always, that if the said Company shall not in manner aforesaid cause a good and sufficient Road to be set out and made before any such Road shall be injured or prejudiced as aforesaid, or in case any Turnpike Road shall not be restored within Six Calendar Months after the Commencement of the Operation herein-before mentioned, then and in either of such Cases the said Company shall forfeit, 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 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 Penalty incurred by the said Company, for which no special Provision is made by this Act.

Regulating  
Bridges for  
crossing  
public Roads  
over Canal.

XIX. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road over the said Canal the Road over such Bridge shall be formed, and shall at all Times be continued, of such Width as to leave a clear and open Space between the Fences of such Road of not less than Twenty-five Feet; and where any public Carriage Road, not being a Turnpike Road, shall be carried over the said Canal, such Space shall not be less than Fifteen Feet; and the Ascent of every such Bridge for the Purpose of such Turnpike Road shall not be more than One Foot in Thirty Feet, and with respect to any public Carriage Road not being a Turnpike Road, not more than One Foot in Twenty Feet, and with respect to any Occupation Road or private Carriage Road, not more than One Foot in Fifteen Feet; and a good and sufficient Fence shall be made, and at all Times thereafter continued and repaired, by and at the Expence of the said Company, on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of the Road over such Bridge: Provided nevertheless, that the Regulations herein-before contained respecting the Ascent or Descent of Roads over or under the said Canal shall not apply where the Level of such Roads shall not be altered by the making of the said Canal.

Proviso as  
to Repair  
of Roads  
approaching  
Bridges.

XX. 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 approaching to any Bridge hereafter to be made over the said Canal and Works hereby authorized to be made, or any Part thereof, after such Road shall have been first made and used for One Year, and then put into good and sufficient Repair by the said Company, beyond or further than the Extremity of the Wing Walls of any such Bridge; but nothing herein contained shall be construed to exonerate the said Company from the future Repairs of such Bridge, and of the Wing Walls, Ramparts, Fences, and Side Banks thereof.

Limiting the  
Quantity of  
Land to be

XXI. And be it further enacted, That (unless with the Consent of the Person or Corporation herein-after or otherwise empowered to sell the

the same) the Lands to be purchased and taken for making, completing, and maintaining the said Canal hereby authorized to be made, and the Towing Paths, Banks, and Side Drains thereof, and the Ditches and Fences for separating such Towing Paths, Banks, and Side Drains from the adjoining Lands, shall not exceed Thirty Yards in Breadth, measured horizontally, (except in those Places where any Basin, Sluice, or Weir shall be made, or where the said Canal shall be raised higher or shall be cut more than Three Feet deeper than the present Surface of the Land, and except also in those Places where it shall be judged necessary for Boats to turn or lie in or pass each other, or where any Warehouse or other Building, Crane or Weighing Machine may be erected, or where any Place may be set out or appropriated for the forming of any Dock, Quay, or Wharf, or for the Reception or Delivery of Goods,) and shall not (unless with such Consent as aforesaid) in any Place exceed One hundred Yards in Breadth, except where the said Canal shall pass through or over any Common or Waste Land.

purchased  
for Towing  
Paths, &c.,  
without  
Consent.

XXII. And be it further enacted, That after any Lands, Tenements, or Hereditaments to be taken or used for the Purposes or under the Provisions of this Act shall have been set out and ascertained, it shall be lawful to and for all Corporations, Trustees for Charitable or other Purposes, Executors and Administrators, not only for and on behalf of themselves, their Successors, Heirs, Executors, and Administrators respectively, but also for and on behalf of their respective Cestuique Trust, whether Infants, Femes Covert, Idiots, Lunatics, or Persons not born or not ascertained, or any other Person or Persons whomsoever, and to and for all Tenants in Tail, or for Life, or for Years, absolute or determinable, and all Persons having any partial or qualified Estate or Interest, and who respectively shall for the Time being be in the Possession or beneficial Receipt of the Rents, Issues, and Profits of the same Hereditaments, not only for and on behalf of themselves, their Heirs, Executors, Administrators, and Issue, but also for and on behalf of all Persons entitled in Remainder, Reversion, Expectancy, or Contingency, or for any other future Estate or Interest, and to and for all Guardians on behalf of their respective Wards, Husbands on behalf of their respective Wives, Committees on behalf of the Persons of whose Estates they shall be Committees, and on behalf of the Heirs, Executors, Administrators, and Issue of such Wards, Wives, or Persons respectively, and of all Persons entitled in Remainder or otherwise, whom such Wards, Wives, or Persons, if of full Age, discoverte, and of sound Mind respectively, could bind by their Contracts or Sales, under the Authority of this Act, and to and for all Femes Covert entitled for their separate Use, whether with or without Power of Anticipation, to the Rents or Income of any such Lands, Tenements, or Hereditaments, and to and for all and every other Persons and Person whomsoever, who are or is or shall or may be seised, possessed of, or interested in, or entitled to any such Lands, Tenements, or Hereditaments as shall be set out and ascertained as aforesaid, to contract for, sell, convey, and assure the same, and every or any Part thereof, unto the said Company; and all such Contracts, Sales, Conveyances, and Assurances, shall be valid and effectual in Law, to all

Enabling  
Persons  
under Dis-  
ability to sell  
Lands, &c.  
to the said  
Company.

Intents

Intents and Purposes whatsoever, and shall operate and enure to merge all such outstanding Terms of Years as shall not be expressly assigned to or in Trust for the said Company, and be a complete Bar to all Estates Tail, and other Estates, Rights, Titles, Trusts, and Interests whatsoever, in respect of which the Parties making such Contracts, Sales, Conveyances, or Assurances are by Law or hereby authorized to contract, sell, and convey; provided always, that nothing herein-before contained shall authorize any Person, being a mere Lessee of any such Lands, Tenements, or Hereditaments, by any such Sale, Conveyance, or Assurance to pass more than the Leasehold Interest; and all Persons and Corporations are hereby indemnified for or in respect of any such Sale, Conveyance, or Assurance as they shall respectively make by virtue hereof; and all such Sales, Conveyances, and Assurances shall be made at the Expence of the said Company; and all Conveyances to the said Company of any Freehold Lands, Tenements, or Hereditaments may be made according to the Form or to the Effect following, or as near thereto as the Circumstances of the Case will admit; *videlicet*,

Form of  
Conveyance. ‘ I of in consideration of the Sum of  
‘ of lawful *British* Money to me paid by “The Com-  
‘ pany of Proprietors of the *Birmingham* and *Warwick* Junction  
‘ Canal Navigation,” and by virtue of the Powers contained in an  
‘ Act passed in the Year of the Reign of Her Majesty  
‘ Queen *Victoria*, intituled [*here set forth the Title of this Act*], do  
‘ hereby grant and convey to the said Company all [*describing the*  
‘ *Premises to be conveyed*], and all the Estate, Right, Title, and  
‘ Interest in and to the same, and every Part thereof, belonging to  
‘ me, or which I am by the said Act empowered to convey, to hold  
‘ unto and to the Use of the said Company and their Successors for  
‘ ever, by virtue of and according to the true Intent and Meaning  
‘ of the said Act. In witness whereof I have hereunto set my  
‘ Hand and Seal the Day of in the Year  
‘ of our Lord .’

And if the Lands, Tenements, or Hereditaments are Leasehold for Years, whether absolute or determinable, the same may be assigned by a Form answerable to the above, substituting only the Words applicable to the Assignment of a Chattel; and all such Conveyances and Assignments respectively shall be kept by the Clerk to the said Company, and shall confer on them the same Right to the Production of the Instruments and Evidences constituting the Title of the Vender as a Vender of the Lands sold to the said Company, being the absolute Owner of the same Hereditaments, or of the Interest therein which shall be the Subject of such Sale, could secure to them by his express Covenants for such Production.

Premises to  
be first  
valued by  
Two Sur-  
veyors or an  
Umpire.

XXIII. Provided always, and be it enacted, That the Consideration Money agreed to be paid for any Messuages, Houses, Buildings, Lands, Tenements, or Hereditaments, to be purchased from or to be conveyed by any Corporation, or any Person under any Disability or Incapacity as aforesaid, or not having Power to sell except under the Provisions herein-before contained, shall in no Case be less than

such Sum as the same shall be valued at by Two able practical Surveyors, one of whom shall be nominated by the said Canal Company, and the other by the Person contracting or agreeing to sell the same; and if such Two Surveyors shall not agree in the Valuation thereof, then by such Surveyor as any Two Justices acting in and for the said County of *Warwick* or Borough of *Birmingham* 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 as aforesaid, shall annex to their or his Survey, Estimate, or Valuation, when completed, a Declaration of the Correctness thereof in the Form (or as near thereto as the Circumstances of the Case will admit) prescribed in the Schedule of an Act passed in the Sixth Year of the Reign of His late Majesty King *William* the Fourth, for the Suppression of voluntary and extra-judicial Oaths and Affidavits, provided that no such Appointment of Surveyor or Valuer shall be required in the Case of the Value being ascertained by a Jury.

XXIV. Provided always, and be it further enacted, That if any Lands, Tenements, or Hereditaments to be taken or used for the Purposes or under the Provisions of this Act shall be of a Copyhold or Customary Tenure, or of the Nature of such Tenure, the same shall be assured by a Surrender according to the Custom of the Manor of which the same are holden or Parcel, to the Use either of the said Company or of One or more Trustee or Trustees for them, as they shall direct, whereupon Admission shall be granted when required; and such Lands, Tenements, or Hereditaments shall, so far as Circumstances will permit, continue subject to the same Fines, Rents, and Services as are due and payable and of Right accustomed, in the same Manner as if this Act had not been passed, unless and until the same shall be enfranchised as herein-after, provided that the said Company shall be compellable, at the Requisition of the Lord of the Manor for the Time being, to purchase the Enfranchisement of such Copyhold Hereditaments, and the Company shall be entitled to require such Enfranchisement; and in either of such Cases all the Powers and Provisions herein contained for the Purpose of authorizing or which relate to the Sale, Conveyance, and Assurance of any Lands, Tenements, or Hereditaments to be taken or used for the Purposes or under the Provisions of this Act, by any such Persons or Corporations as aforesaid, shall also be applicable to the Enfranchisement of such Copyhold or Customary Lands, Tenements, and Hereditaments by any such Persons or Corporation as aforesaid, or as near thereto as the Nature of the Case will permit; but inasmuch as the permanent Transfer of such Copyhold or Customary Lands, Tenements, or Hereditaments, from natural Persons, to the said Company as a Body Corporate, may deprive the Lord of the Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation which he would have been entitled to in case such Copyhold or Customary Lands, Tenements, or Hereditaments had continued the Property of such natural Persons, the said Company shall therefore, in case any such Hereditaments shall be vested in themselves, and not in a Trustee or Trustees for them as aforesaid, and no Enfranchisement thereof shall be made as aforesaid, pay to the Lord of the said Manor

Provision as to Conveyance and Enfranchisement of Copyholds, &c.;

and Appor-  
tionment of  
Copyhold  
Rents.

a reasonable Recompence and Satisfaction for his computed Loss in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be diminished or lost by the vesting and continuing of such Copyhold or Customary Premises in a Body Corporate, which Recompence and Satisfaction, and also the Apportionment of the Customary Rents or Services due in respect of any such Copyhold or Customary Lands, Tenements, or Hereditaments, of which a Part only shall be taken for the Purposes or under the Provisions of this Act shall, if not settled by Agreement between the Parties, be ascertained and settled in the Manner herein-after directed for settling Cases of disputed Compensation ; and no Apportionment of the Customary Services due in respect of any such Copyhold or Customary Lands, Tenements, or Hereditaments, of which a Part only shall have been taken or used for the Purposes or under the Provisions of this Act, by Agreement only between the Parties, shall be binding on the Lord of the Manor whereof the same Copyhold or Customary Lands, Tenements, or Hereditaments are holden or Parcel, unless made with his Approbation ; and if such Apportionment shall not be settled by Agreement of the Parties, it shall or may be then settled or assessed in manner as herein-after directed ; and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Custom in other respects by or under which the said Copyhold or Customary Lands, Tenements, or Hereditaments shall or may be holden, or any Remedy for the Recovery of such Rents after the Apportionment thereof ; and in all Cases where any Copyhold or Customary Lands, Tenements, or Hereditaments taken or used for the Purposes or under the Provisions of this Act shall not be enfranchised as aforesaid, and the said Company shall in consequence thereof pay a Recompence or Satisfaction to the Lord in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands, Tenements, or Hereditaments in a Body Corporate, then and in every such Case the same Lands, Tenements, or Hereditaments, and every Part thereof, shall for ever thereafter be held by the said Company, their Vendees and Assigns, discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been so paid as aforesaid.

Application  
of Money  
paid for  
Enfranchise-  
ment, &c. in  
certain  
Cases.

XXV. And be it further enacted, That where any Copyhold or Customary Lands, Tenements, or Hereditaments shall be enfranchised under the Provisions herein contained, or any Recompence and Satisfaction for the Loss of any Fines, Heriots, or other Services in respect of any Copyhold or Customary Lands, Tenements, or Hereditaments, shall be payable by the said Company, as herein-before provided, and the Lord of the Manor of which such Copyhold or Customary Lands, Tenements, or Hereditaments respectively are holden or Parcel would not, except by virtue of this Act, be capable of absolutely enfranchising the same Hereditaments, or of absolutely releasing or extinguishing such Fines, Heriots, or Services as aforesaid, then and in every such Case the Money payable for such Enfranchisement, or by way of such Recompence or Satisfaction as aforesaid, (as the Case may be,) shall be applied in the Manner and be subject

to the same Provisions as if such Monies were payable for the Purchase of Part of the Demesne Lands of the said Manor sold by the Lord under the Provisions of this Act, and which he could not sell and convey except by virtue of this Act.

XXVI. And be it further enacted, That if, in making the said Canal or other Works hereby authorized to be made, any Piece or Parcel of Ground shall be cut through and divided, so that what shall be left on each or either Side of the said Canal or other Works shall be less than One Acre in Quantity, or less than Fifty Yards in Breadth, and if the Owner of any such Piece or Parcel of Ground shall not have any other Land or Ground adjoining to that which shall be so left, then and in every such Case, if the Owner thereof shall so require, but not otherwise, the said Company shall also purchase the Piece of Ground so left on each or either Side of the said Canal or other Works, being less than One Acre in Quantity or less than Fifty Yards in Breadth as aforesaid, the Value thereof to be ascertained and disposed of in the same Manner as is herein directed concerning any Lands, Tenements, or Hereditaments to be taken and used for the Purposes and under the Provisions of this Act.

Small Par-  
cels of Land  
intersected  
by the Canal,  
&c. to be  
purchased  
by the Com-  
pany.

XXVII. And be it further enacted, That in all Cases where for the Purposes or under the Provisions of this Act there shall be Occasion to cut through, take, or use any Part of any Common or Waste, or any other Lands, Tenements, or Hereditaments which shall be charged with or subject to any Right of Common or Easement whatsoever, whether appendant, appurtenant, or in gross, the Conveyance of such Common or Waste or other Lands, Tenements, or Hereditaments, or of any Part thereof respectively, by any Person or Corporation, who as Lord of the Manor wherein such Common or Waste shall be situate, or (if the same shall not be the Waste of any Manor) as Owner of the Soil of such Common or Waste Lands, Tenements, or Hereditaments, or as having some Estate, Interest, or Power in or over the same, would by virtue of this Act or otherwise be capable of selling and conveying the same if no such Right of Common or Easement had existed therein, shall be a good and sufficient Conveyance of such Common or Waste or other Lands, Tenements, or Hereditaments, or any Part thereof, to the said Company, for the Purpose of vesting in them the Fee Simple and Inheritance of the Hereditaments comprised in such Conveyance, discharged from such Right of Common or Easement, as fully and effectually as if every Person and Corporation having such Right of Common or Easement upon such Common or Waste Lands, Tenements, or Hereditaments were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance: Provided that in all Cases where any such Manor, or the Ownership of the Soil of any such Common or Waste Lands as aforesaid, shall be vested in Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where it is not known to what Lord such Manor belongs, or in what Manor any such Common or Waste as aforesaid is situate, or to whom the Ownership of the Soil thereof belongs, the Conveyance by Four or more of the Freeholders or other Persons, Owners of Estates, having Common Rights in or over

Waste Lands  
to be con-  
veyed by  
Lords of  
Manors.

over such Common or Waste, and whose Estates, according to the Assessments in the Rate for the Relief of the Poor, amount in yearly Value to Three-fifth Parts at least of the whole Property to which such Common Rights are reputed to belong, shall be a good and sufficient Conveyance to the said Company for vesting in them the Fee Simple and Inheritance of such Common or Waste, discharged from such Right of Common.

Compensation for Ex-  
tinguishment of  
Rights of  
Common, &c.

XXVIII. And be it enacted, That the Compensation for the Extinguishment of any Right of Common upon any such Common or Waste as aforesaid shall be paid by the said Company to the Churchwardens of the Parish wherein such Common or Waste shall lie, and shall by such Churchwardens be received and applied for such general or public Purposes within such Parish as a Vestry thereof, to be convened by such Churchwardens for that Purpose, shall direct; and in all Cases where any such Right of Common or Easement shall extend over and be enjoyed and taken out of any Lands, Tenements, or Hereditaments other than any such Common or Waste, the Compensation for the Extinguishment thereof shall be payable to the Person or Corporation entitled to or interested in such Right of Common or Easement, or shall be otherwise disposed of as if the same Compensation were paid for the Purpose, under the Provisions hereof, of the Land to which such Right or Easement shall have belonged, or as near thereto as the Situation of the Parties and the Circumstances of the Case will admit; and if in any of the Cases herein-before mentioned the Parties shall not agree as to the Amount of the Compensation to be paid by the said Company for such Extinguishment of any Right of Common or other Easement, such Amount shall be ascertained by a Jury in manner herein-after mentioned.

Satisfaction to be made for Lands taken for the Purposes of this Act.

XXIX. And be it further enacted, That every Person and Corporation who, by virtue of this Act or otherwise, shall sell or convey to the said Company any Lands, Tenements, or Hereditaments, or who shall be the Occupier of or otherwise interested in any Lands, Tenements, or Hereditaments, in, over, or upon which the said Canal and other Works hereby authorized shall be made, may accept and receive such Satisfaction for the Value of the Lands, Tenements, or Hereditaments to be sold, and also such Compensation for the Damages to be sustained by making or completing the said Canal and other Works herein-before authorized to be made, and also for or by reason of the severing or dividing of the same Lands, Tenements, or Hereditaments from the other Lands, Tenements, or Hereditaments of such Person or Corporation respectively, and for or on account of the Detriment, Injury, Loss, Damage, or Prejudice which shall or may be occasioned by the said Company, in gross Sums; and in case such Person or Corporation and the said Company cannot or do not agree as to the Amount or Value of such Satisfaction and Compensation, the gross Sum to be paid for the same shall be ascertained and settled by the Verdict of a Jury as is herein-after directed.

XXX. And



XXX. And be it further enacted, That in case the said Company and any Person or Corporation who by virtue of this Act or otherwise shall be capable of selling and conveying, or who as the Occupier of or otherwise interested in any Lands, Tenements, or Hereditaments which shall be taken, used, affected, damaged, or prejudiced, in pursuance or execution of the Powers hereby granted, shall be entitled to any Compensation in respect thereof, shall disagree as to the Purchase Money or Compensation to be given for or in respect of the same, and in case such Purchase Money or Compensation cannot be settled, adjusted, and agreed for by and between the said Company and such Person or Corporation respectively, or in case any such Person or Corporation shall refuse to receive, upon due Tender thereof made, such Purchase Money or Compensation as shall be offered to be paid by the said Company, or shall for the Space of One Calendar Month next after Notice in Writing given to such Person or Corporation, or to his or their Agent or principal Officer, or left at the House or Office of such Corporation, or at the last or usual Place of Abode of such Person, Agent, or Officer, or, in case such Person cannot be found, or is not known, with the Tenant or Occupier of any Lands, Tenements, or Hereditaments required for the Purposes of this Act, or, if there be no Tenant or Occupier, affixed upon the said Lands, Tenements, or Hereditaments, neglect or refuse to treat or shall not agree with the said Company concerning the same, or shall by Absence or other Impediment not provided for by this Act be prevented from or incapable of treating or making such Agreement as shall be expedient or enabling the said Company to proceed in the making or carrying on of the said Canal and other Works hereby authorized to be made, or shall not, within the before-mentioned Space of One Calendar Month, produce and fully disclose the State of the Title to the Premises which such Person or Corporation shall be in Possession of, and to the Interest which he or they shall claim therein, then and in any of the said several Cases the said Company or their Committee shall and they are hereby empowered to issue a Warrant under their Common Seal to the Sheriff of the said County of *Warwick*; or in case such Sheriff or his Under Sheriff shall be One of the said Company, or enjoy any Office of Trust or Profit under the said Company, or shall be in any way interested in the Matters in question, then to One of the Coroners of the same County who shall not be so interested as aforesaid, or if all the Coroners also shall be so interested, then to such Person there residing in or near the said County as shall have last filled the Office of Sheriff of the same County, and shall not be interested or otherwise disqualified as aforesaid, commanding such Sheriff, Coroner, or other Person to impanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby required accordingly to impanel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in Her Majesty's Courts of Record at *Westminster*, to appear before him at such convenient Time and Place as in such Warrant shall be appointed; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid; to make up a Jury of Twelve, such Sheriff, Coroner, or other Person shall return other

Differences  
to be settled  
by a Jury.

honest and indifferent Men of the Standers-by, or that can speedily be procured to attend that Service, being so qualified as aforesaid, to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and such Sheriff, Coroner, or other Person is hereby empowered and required, at the Request of any Party interested, to summon or call before him the said Sheriff, Coroner, or other Person holding such Inquisition, every Person who shall be thought necessary to be examined as a Witness touching the Matters in question, and may order and authorize the said Jury or any Six or more of them, either before or after they shall be sworn, to view the Place or Matter in controversy; and the said Sheriff, Coroner, or other Person holding such Inquisition shall have Power to adjourn the same, as Occasion shall require, and to command such Jury, Witnesses, and Parties to attend until all such Affairs for which they were summoned shall be concluded; and such Jury, upon their Oaths or solemn Affirmations, which Oaths or Affirmations, as well as the Oath or Affirmation of every such Person as shall be called upon to give Evidence, the said Sheriff, Coroner, or other Person holding such Inquisition is hereby required and empowered to administer, shall inquire, assess, and ascertain the Sum of Money to be paid for the Purchase of such Lands, Tenements, or Hereditaments, for Compensation on any such Account as aforesaid, and upon estimating any such Purchase Money, also what other separate and distinct Sum of Money shall be paid by way of Compensation for past or future Damage, whether of a temporary or continuing Nature, or shall inquire, assess, and ascertain the Sum to be paid in respect of such of the said Accounts or Claims as shall be in difference between the Parties; and the said Sheriff, Coroner, or other Person holding such Inquisition shall accordingly give Judgment for the Purchase Money or Compensation to be assessed by such Jury; which said Verdict, and the Judgment thereupon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Persons and Corporations whomsoever: Provided always, that in such Inquiry the Person or Corporation claiming Compensation shall always be deemed the Plaintiff, and entitled to the same Rights and Privileges as Plaintiffs in Actions at Law are entitled to: Provided always, that not less than Fourteen Days Notice in Writing, signed by the Clerk of the said Company, of the Time and Place of Meeting of holding the said Inquisition, shall be given to the Party with whom such Controversy shall arise, by giving such Notice to such Person or Corporation, or to his or their Agent or principal Officer, or leaving the same at the House or Office of such Corporation, or at the last or usual Place of Abode of such Person, Agent, or Officer, or in case such Party cannot be found or is not known, or shall not be capable of conveying, with some Tenant or Occupier of the Premises to be valued, or respecting which any such Question shall arise, or affixing the same upon the said Premises; and in case such last-mentioned Party shall (such Notice having been given as aforesaid) fail to attend or produce Evidence before such Jury, they shall proceed to inquire, assess and ascertain, and Judgment shall be given upon the Matters in dispute as if such Party were present.

XXXI. And

XXXI. And be it further enacted, That in all Cases in which a Verdict shall be given for the Value of any Lands, Tenements, or Hereditaments, or Share therein, the Jury shall, if required so to do by or on behalf of the said Company, inquire of, assess, and ascertain the Value of the Fee Simple of the Entirety of the said Premises, and shall afterwards apportion and divide the Value so ascertained between and among all the different Shares, Estates, Interests, and Charges which shall be claimed therein, and also between different Parts of the said Lands, Tenements, or Hereditaments alleged to be held under different Titles: Provided always, that the Verdict of any Jury shall not defeat or prejudice any Contract or Sale which shall have previously been made of any Share, Estate, Interest, or Charge, although the Value of the same may be ascertained to be different from the Amount of the Price, Recompence, or Satisfaction agreed to be paid for the same: Provided also, that in case no such Apportionment shall be made of any Sum awarded in respect of Two or more Shares, Estates, Interests, or Charges, Lands, Tenements, or Hereditaments, then the Sum of Money awarded by the Jury shall be deemed and taken to be a Sum awarded for the Entirety of such Two or more Shares, Estates, Interests, or Charges, Tenements or Hereditaments, and shall not be subject, unless with the Consent of the said Company, to any Division or Apportionment whatsoever.

Jury may assess Value of Fee Simple, and then apportion Values of respective Interests therein.

XXXII. Provided always, and be it further enacted, That the said Juries, upon all Determinations or Verdicts which they shall respectively make and give concerning the Value of Lands, Tenements, and Hereditaments, or any Share, Estate, or Interest therein, or Charge thereon, shall assess such Value separately and distinctly from any Damages sustained or to be sustained as aforesaid, and shall distinguish the Value set upon such Lands, Tenements, or Hereditaments, Estate, Interest, or Charge, and the Money assessed or adjudged for such Damages as aforesaid, separately and apart from each other.

Damages to be assessed separately from the Value of the Land.

XXXIII. Provided always, and be it further enacted, That no Person shall be summoned or chosen to be of any such Jury as aforesaid who shall have any Estate or Interest, whether as Owner or Occupier, or otherwise howsoever, in any Lands, Tenements, or Hereditaments, which shall be taken, used, or damaged for the Purposes or under the Provisions of this Act, or who shall be possessed of or interested in any Share in the Capital of the said Company, or to be a Mortgagee or Annuitant of the said Company, or the Holder of a Debenture of the said Company, or who shall hold any Office or Place of Trust or Emolument in or under the said Company.

Interested Persons not to be summoned on Juries.

XXXIV. And be it further enacted, That if such Sheriff or his Deputy, or other Person so directed, or whose Duty it shall be to summon and return a Jury, and to hold such Inquisition as aforesaid, shall make default in the Premises, he shall for every such Offence forfeit the Sum of Fifty Pounds to the said Company, to be recovered by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*, or by Distress and Sale of his Goods, to be levied under the Warrant of any Two Justices of the Peace for the said County of *Warwick*; and if any Person summoned and returned

Fines or Sheriffs and Persons summoned making default.

as

as aforesaid upon such Jury shall, without sufficient Excuse, to be judged by the said Sheriff or other Party before whom he shall have been summoned, fail to appear, or appearing refuse to be sworn or affirmed, or to give his Verdict, or in any other Manner wilfully neglect his Duty, contrary to the true Intent of this Act, he shall forfeit to the said Company the Sum of Ten Pounds, to be levied by Distress and Sale of his Goods under the Warrant of any such Justice of the Peace as aforesaid, or of the Sheriff or other Person holding such Inquisition; or if any Person so summoned to give Evidence as aforesaid shall, without sufficient Excuse, to be judged as aforesaid, fail to appear after having been paid or tendered a reasonable Sum for his Costs and Expences, or appearing refuse to be sworn or affirmed, or to be examined or to give Evidence, then and in every such Case every such last-mentioned Person so offending shall forfeit and pay, for the Benefit of the Party for whom or on whose Account he shall be summoned, any Sum not exceeding Ten Pounds, to be levied by virtue of any Warrant of any such Justice of the Peace as aforesaid, or of the Sheriff or other Person holding such Inquisition, by Distress and Sale of the Goods and Chattels of the Person so offending, the Overplus of the Money produced by any such Distress or Sale as aforesaid, after the Payment of the Penalty directed to be levied thereby, and the Charges and Expences of such Distress and Sale, being payable to the Party whose Goods shall be so distrained.

Penalties on  
Jurors and  
Witnesses.

XXXV. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be liable and subject to the same Regulations, Pains, and Penalties as if such Jury and Juryman had been returned for the Trial of an Issue joined in any of Her Majesty's Courts of Record at *Westminster*; and every Person who, in any Examination to be taken by virtue of this Act upon his Oath, shall wilfully and corruptly give false Evidence before any such Jury, or before any Sheriff, Coroner, or Person holding any Inquisition, or any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject and liable to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury are by the Laws in being or shall be subject and liable.

Expences of  
Juries how  
to be de-  
frayed.

XXXVI. And be it further enacted, That in every Case where the Verdict of a Jury shall be given for the same or a greater Sum than shall have been previously offered or tendered by the said Company, for the Purchase of any Lands, Tenements, or Hereditaments to be taken or used by them for the Purposes or under the Provisions of this Act, or as a Compensation for any Damage, Loss, or Injury which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs, Charges, and Expences of summoning such Jury, and of Witnesses, and of the Inquisition, Verdict, and Judgment therein, or in anywise incident to the same, and of the Bond to be given by the Party requiring such Jury to be summoned, and the reasonable Fees which may have been paid to Counsel for attending the Inquiry before such Jury, by the Party with whom the said Company may be in dispute, shall be defrayed  
7  
by

by the said Company, and such Costs and Expences shall be settled and determined by the Sheriff, Under Sheriff, Coroner or other Person as aforesaid; and in case such Costs and Expences shall not be paid to the Party entitled to receive the same within Seven Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods of the said Company, under a Warrant to be issued for that Purpose by any Justice of the Peace for such County, which Warrant any such Justice is hereby authorized and required to issue under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Costs and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered or tendered by or on behalf of the said Company, then and in every such Case one Moiety of the Costs and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the other Moiety thereof shall be defrayed by the said Company; and the said first-mentioned Moiety of such Costs and Expences (having been first ascertained and settled in manner herein-before provided) may be deducted out of the Money awarded or adjudged to be paid to such Party as aforesaid; and the Payment or Tender of the Remainder of the Money so to be awarded or adjudged shall be deemed and taken to all Intents and Purposes whatsoever to be a good Payment or Tender in satisfaction of the whole thereof: Provided always, that in Cases where by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Party shall have been prevented from treating and agreeing as aforesaid, the whole of such Charges and Expences shall be borne and paid by the said Company; provided also, that in case no Compensation shall be given by such Verdict as aforesaid, where the Claim in dispute is for Compensation only, the whole of the aforesaid Costs and Expences shall be paid by the Party so claiming Compensation, and the same, after having been so ascertained and settled as aforesaid, shall and may be recovered by the said Company against the Party by whom the same Compensation shall have been claimed, by such Ways and Means as herein provided for the Recovery of any Penalty incurred under this Act.

XXXVII. And be it further enacted, That every Party with whom the said Company shall have any Controversy or Dispute as aforesaid respecting Damages shall, before the said Company shall be obliged to issue out their Warrant for the summoning of such Jury, first enter into a Bond to the Treasurer of the said Company in a Penalty of Fifty Pounds to prosecute his Complaint, and to bear and pay the Costs and Expences of impannelling, summoning, and returning such Jury, and taking such Inquest, and of the summoning and Attendance of Witnesses, or his Proportion of such Costs and Expences in case the same or any Part thereof shall fall upon him, to be paid according to the true Intent and Meaning of this Act.

Persons requiring Juries to be summoned to give Security.

XXXVIII. And be it further enacted, That all the said Verdicts and Judgments, being first signed by the Sheriff or other Person holding such Inquisition, shall be kept by the Clerk of the Peace for

Verdicts to be recorded.

[*Local.*]

13 N

the

the said County of *Warwick* among the Records of the Quarter Sessions of the same County, and shall be deemed Records to all Intents and Purposes, and the same, or true Copies thereof, certified by the Clerk of the Peace, shall be admitted as Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling and no more, and also to take and make Copies thereof, paying for each Copy after the Rate of Sixpence for every One hundred Words.

Provision for Damages of a small Amount.

XXXIX. And be it enacted, That in case any Difference shall arise between the said Company, and any Owner, Lessee, or Occupier of any Property authorized to be taken, used, or injured for the Purposes of this Act, as to the Amount of Damage done by the said Company, their Agents or Workmen, to such Property, in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall, in case the Amount of Damage claimed does not exceed the Sum of Twenty Pounds, be ascertained and determined by some Two or more Justices of the Peace for the said County in which such Lands shall be situated, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Canal Company.

Disputes or Differences how settled in Cases not specially provided for.

XL. And be it further enacted, That in all Cases of Difference or Dispute between the said Company and any Person or Corporation concerning the Satisfaction to be made for any Trespass, Injury, or Damage alleged to be sustained by any such Person or Corporation, by reason of carrying into effect any of the Provisions of this Act, or concerning any Injury or Damage alleged to be sustained by any such Person or Corporation, or by the said Company, by the Infraction or Non-observance of any of the Provisions and Directions in this Act contained, then and in every Case, where the Mode of ascertaining the Extent of or Satisfaction for any such alleged Trespass, Injury, or Damage shall not be otherwise specially provided for by this Act, and where the Parties in dispute cannot agree respecting the same, such alleged Trespass, Injury, or Damage, and the Satisfaction for the same, if any, shall be ascertained in the same Manner by a Jury in all respects as is herein-before directed with respect to the disputed Value of any Lands, Tenements, or Hereditaments to be taken or used by the said Company for the Purposes or under the Provisions of this Act; and all the foregoing Provisions which relate to the holding and Costs of any Inquisition for any other such Purpose as herein-before mentioned shall be applicable also, as nearly as may be, to every Inquisition to be holden for the last-mentioned Purpose.

Notice of Injury to be given to Company within 12 Months.

XLI. And be it further enacted, That the said Company shall not be answerable for, nor shall any Jury be summoned by virtue of this Act be allowed to receive or take notice of any Complaint to be made by any Party for, any Injury or Damage sustained or supposed to be sustained by virtue or in consequence of the Execution of

of any of the Powers of this Act, unless Notice in Writing stating the Particulars of such Injury or Damage, and the Amount of Compensation claimed in respect thereof, shall have been given, by or on behalf of such Party, to the said Company, within the Space of Twelve Calendar Months after the Time when such supposed Injury or Damage shall have been sustained, or the doing or committing thereof shall have ceased.

XLII. And be it further enacted, That upon Payment or legal Tender of any such Sum of Money as shall have been contracted or agreed for between the Parties, or assessed by any Jury, in manner aforesaid, for the Purchase of any Lands, Tenements, or Hereditaments, to the Proprietor of such Lands, Tenements, or Hereditaments, or to such other Party as shall be entitled to receive such Money, within Thirty Days after the same shall have been so contracted or agreed or assessed, together with the Compensation, if any, due to the said Party for any such Damage as aforesaid, or if such Proprietor or other Party so entitled as aforesaid, or any of such Proprietors or Parties (where more than One) cannot be found, or shall refuse or be incompetent to receive the same Purchase Money, or shall not be able to make a good Title to or shall refuse or be incompetent to execute a Conveyance of the Premises for which the same Money shall be payable, then upon Payment of the said Sum of Money into the Bank of *England* as herein-after directed, for the Use of the Party entitled thereto, it shall be lawful for the said Company, and their Agents, Workmen, and Servants, immediately to enter upon such Lands, Tenements, or Hereditaments respectively, and then and thereupon all the Estate and Interest in such Lands, Tenements, or Hereditaments, and the Fee Simple and Inheritance thereof for which such Money shall be payable, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act: Provided nevertheless, that before such Payment, Tender, or Investment as aforesaid it shall not be lawful for the said Company, or any Person acting under their Authority, to enter on, dig, or cut such Lands, Tenements, or Hereditaments, except for the Purpose of setting out the Line and Direction of the said Canal and Works, without the Leave and Consent of the Party by virtue of this Act or otherwise empowered to sell and convey the same respectively; and in case any Person shall enter upon any such Premises for any of the Purposes of this Act, except as aforesaid, before such Payment, Tender, or Investment as aforesaid, every Person so offending shall forfeit the Sum of Ten Pounds for every Day he shall remain on the said Premises, to the Party entitled to the Possession of the same Premises for the Time being.

Power to enter and take possession of Lands, &c. on Payment or Tender of Purchase Money.

XLIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to give to the said Company any Mines of Coal, Ironstone, Limestone, or Fire Clay under any Land to be taken or purchased by them under the Provisions of this Act, unless the same shall have been expressly purchased by the said Company; but all such Mines of Coal, Ironstone, Limestone, and Fire Clay shall (except in such Cases as aforesaid)

Company not to claim any Mines, &c.

aforesaid) be deemed to be excepted out of every such Purchase respectively.

Tenants at Will, &c., to quit after Notice.

XLIV. And be it further enacted, That every Tenant at Will, or for a Year, or from Year to Year, and every other Party in Possession of any Lands, Tenements, or Hereditaments which shall be taken or used for the Purposes or under the Provisions of this Act, and who shall have no greater Interest in the Premises than as a Tenant at Will, or for a Year, or from Year to Year, or for a Term of which not more than One Year shall be unexpired, shall deliver up the Possession of such Premises to the said Company, or to such Person as they shall appoint to take possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company or their Agent to such Tenant or other Person in Possession, or left at his last or most usual Place of Abode, or upon the said Premises, whether such Notice be given with reference to the Time of the Commencement or Expiration of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company, provided such Purchase shall be made before the Expiration of such Notice, or at such other Time after the Expiration of Six Calendar Months from the said Notice as shall be therein specified; and in case any such Tenant or Party so in Possession as aforesaid shall refuse to give up such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept to the Sheriff of the County of *Warwick* to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy such Costs as shall accrue from the issuing and Execution of such Precept on the Party so refusing to give Possession as aforesaid, by Distress and Sale of his Goods.

Provision for the Interest of such Tenants.

XLV. Provided nevertheless, and be it further enacted, That where any such Tenant or other Party in Possession as aforesaid shall be required to deliver up the Possession of any such Lands, Tenements, or Hereditaments to the said Company, or to the Person authorized by them to take possession thereof as aforesaid, the said Company shall and they are hereby directed to make or tender unto such Tenant or other Party in possession as aforesaid, before they shall issue their Precept to the Sheriff to give Possession of the same Lands, Tenements, and Hereditaments, Satisfaction or Compensation for the Value of his unexpired Term, Estate, or Interest in the said Premises, which Satisfaction or Compensation, in case of Difference, shall be settled and ascertained in the same Manner as any Satisfaction or Compensation for any Lands, Tenements, or Hereditaments taken or used by the said Company for the Purposes or under the Provisions of this Act.

Persons holding under Leases to produce the same.

XLVI. And be it further enacted, That in all Cases where any Party shall claim any Satisfaction or Compensation for or in respect of any unexpired Term, Estate, or Interest in any Lands, Tenements, or Hereditaments which shall be taken or used for the Purposes



poses or under the Provisions of this Act, under or by virtue of any Demise, Lease, or other Grant thereof, the said Company shall and they are hereby authorized to require such Party to produce and show the Lease, Demise, or Grant in respect of which such Claim to Satisfaction or Compensation shall be made, or the best Evidence of the same in his Power, in which Requisition this present Clause shall be set forth; and if such Lease, Demise, or Grant shall not be produced and shown, or the best Proof thereof given which under the Circumstances of the Case shall be producible, within Twenty-one Days after such Requisition, the Party claiming under the same shall be considered as holding only from Year to Year, and shall be entitled only to claim Compensation accordingly.

XLVII. And be it further enacted, That every Incumbrancer, whether by Mortgage, Judgment, or otherwise, having any Security or Charge whatsoever of any gross Sum of Money on any Lands, Tenements, or Hereditaments, the Whole or any Part of which shall be taken or used for the Purposes or under the Provisions of this Act, shall, on Payment or Tender by the said Company, or by such Persons as they shall appoint, of the Principal Money and Interest due thereon, together with the Amount (in case of a Mortgage only, and in case he shall not have received Six Calendar Months previous Notice in Writing of the Intention of the said Company to pay off his Principal Debt on that Day) of Six Calendar Months Interest on his Principal Debt, or of Interest thereon, computed thenceforth to the End of Six Calendar Months from any Day on which Notice of such Intention of the said Company to make such Payment shall have been given in Writing to such Mortgagee, immediately convey, assign, release, and transfer such Mortgage or other Security, Judgment or Charge, to the said Company, or to such Person as they shall appoint; and in case any such Incumbrancer (of whatever Description) shall refuse to convey, release, assign, and transfer as aforesaid, on such Tender or Payment, then all Interest on every such Mortgage or other Security or Charge shall from thenceforth cease and determine: Provided always, that in case the Sum due or payable for Principal and Interest upon any such Mortgage or other Security or Charge shall amount to more than the Value of the Premises to be taken or used for the Purposes or under the Provisions of this Act, and which shall or may be ascertained in manner herein-before directed, then the said Company shall not be liable to pay to such Incumbrancer more than the Value of such Premises so ascertained as aforesaid, or the Residue thereof after such Allowance and Payment thereout to any Lessee or other Party in Possession, and whose Title shall be prior to such Incumbrance as herein-before directed; and such Incumbrancer may thereupon accept such ascertained Value, or such Residue thereof as aforesaid, and convey, release, assign, and transfer such Premises, without the Consent of the Mortgagor or other the Party entitled either at Law or in Equity to the Premises subject to such Mortgage or other Security or Charge: Provided also, that in case any such Incumbrancer shall neglect or refuse to convey, assign, release, or transfer as aforesaid, then, upon Payment of the Principal Money and Interest, if any, due or payable on any such Mortgage or other Security or Charge as aforesaid, into

As to Mortgages and other Securities.

the Bank of *England*, for the Use of such Incumbrancer, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is herein-after directed in Cases of other Payments into the said Bank; and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Incumbrancer, and of every Person in Trust for him, shall vest in the said Company, and they shall (in case of a Mortgage) be deemed to be in the actual Possession of the Premises comprised in such Mortgage, or of the Part thereof so taken or used as aforesaid, to all Intents and Purposes whatsoever: Provided also, that if the Sum due for Principal and Interest upon any Mortgage or other Security or Charge of or on any Lands, Tenements, or Hereditaments, the Whole or any Part of which shall be taken or used for the Purposes or under the Provisions of this Act, shall amount to more than the Value of the Premises charged therewith, or the Part thereof so taken or used as aforesaid, such Incumbrances shall, upon Payment or Tender of the Sum ascertained as aforesaid to be the Value of the said Lands, Tenements, or Hereditaments, or Part thereof so taken or used as aforesaid, forthwith convey, assign, release, and transfer his Interest or Claim in or upon such Lands, Tenements, or Hereditaments, or such last-mentioned Part thereof, to the said Company, or to such Person as they shall appoint; and in default of such Conveyance, Assignment, Release, or Transfer, and on Payment of such Money into the Bank of *England*, for the Use of such Incumbrancer, the Cashier of the Bank shall give such Receipt as above mentioned, and thereupon all the Estate, Right, Title, Interest, Use, Property, Claim, and Demand of such Incumbrancer, and of every Person in Trust for him, in the said Lands, Tenements, or Hereditaments, or Part thereof, the Value whereof shall have been so ascertained and paid into the Bank as aforesaid, shall vest in the said Company, and they shall be deemed to be in the actual Possession of the said Premises to all Intents and Purposes whatsoever, and such Sum of Money shall be deducted from the Amount of the Principal and Interest due to such Incumbrancer by virtue of such Mortgage Security or Charge: Provided always, nevertheless, that, notwithstanding any thing herein-before contained, every such Incumbrancer as aforesaid, the whole of whose Principal Money and Interest due or payable as aforesaid shall not be paid or tendered in full, shall in any of the Cases aforesaid have, retain, and be entitled to such and the same Securities, Powers, Remedies, and Means for recovering and compelling Payment of his Principal Money, or the Residue thereof, (as the Case may be,) and the Interest thereof respectively, upon and out of the Residue thereof (if any) of the Lands, Tenements, or Hereditaments charged therewith, and not required for the Purposes aforesaid, as he would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands, Tenements, or Hereditaments originally comprised in such Mortgage or other Security or Charge, and also shall have and retain all his other Rights and Remedies in respect of such Principal Money, or the Residue thereof, (as the Case may be,) and the Interest thereof respectively, against any Person or Persons whomsoever, in respect of any personal, collateral, or other Security whatsoever.

XLVIII. And

XLVIII. And be it further enacted, That if the Sum due for Principal and Interest upon any Mortgage or other Security or Charge of or on any Lands, Tenements, or Hereditaments, the Whole or Part whereof shall be taken or used for the Purposes or under the Provisions of this Act, shall amount to more than the Value, ascertained as aforesaid, or by the Agreement of the Parties, of the Premises charged therewith, or of the Part thereof so taken or used as aforesaid, the Mortgagor or other the Party entitled either at Law or in Equity, subject to such Mortgage or other Security or Charge, shall, upon Payment or Tender of the Sum to be awarded, assessed, or agreed upon as the Value of the Lands, Tenements, or Hereditaments, or Part thereof to be so taken or used as aforesaid, to such Mortgagee or other Incumbrancer, or into the Bank as aforesaid, forthwith, without any Consideration, convey, assign, and release his Right, Equity of Redemption, Estate, or other Interest whatsoever in such Lands, Tenements, or Hereditaments, or Part thereof, to the said Company, or to such Person as they shall appoint; and in default of so doing shall be thenceforth barred and foreclosed from all Rights, Equity of Redemption, Estate, and Interest whatsoever of and in the same Lands, Tenements, or Hereditaments, or Part thereof; and all the Estate, Right, Title, Interest, Property, Claim, and Demand of such Mortgagor or Party, and of every Person claiming Interest for him in the same Lands, Tenements, or Hereditaments, or Part thereof, shall vest in the said Company, and they shall be deemed to be in the actual Possession thereof to all Intents and Purposes whatsoever.

Where Lands are mortgaged, Mortgagor to convey upon Tender, or Payment of Value assessed.

XLIX. And be it further enacted, That if any Money shall be agreed or assessed or awarded to be paid for the Purchase of any Lands, Tenements, or Hereditaments, or Part thereof, or Estate or Interest therein, taken or used for the Purposes or under the Provisions of this Act, and which shall belong to any Person or Corporation who shall be under Disability or Incapacity, or shall not be entitled to receive such Money, and no effectual Discharge can be given for the same Money, or where from any other Cause the Sale and Conveyance of such Lands, Tenements, Hereditaments, Share, Estate, or Interest shall be made by any Party, who, except by virtue of this Act, would be incapable of effectually making the same, such Money, in case the same, after the Payments or Deductions herein-before authorized to be made therefrom, shall amount to the Sum of Two hundred Pounds, shall with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the general Orders of the said Court, and without Fee or Reward; and shall, when so paid in, be applied, under the Direction and with the Approbation of the said

Application of Compensation Money when amounting to or exceeding 200*l*.

1 G. 4. c. 35.

said Court, to be signified by Order made upon a Petition to be preferred in a summary Way by the Party who would have been entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments if not so purchased or taken, in or towards the Purchase or Redemption of any Land Tax, or the Payment of any Debts or other Incumbrances which the said Court shall authorize to be purchased, redeemed, or paid respectively, and which shall be charged upon or affect the same Lands, Tenements, or Hereditaments, or Part thereof, or Estate or Interest therein, or any other Lands, Tenements, or Hereditaments standing settled to the same or the like Uses or Trusts; or where such Money, or the whole thereof, shall not be so applied, the same, or the Residue thereof, (as the Case may be,) shall be laid out and invested, under the like Direction and Approbation of the said Court, in the Purchase of other Lands, Tenements, or Hereditaments, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands, Tenements, or Hereditaments which, or any Part thereof, shall be so taken or used as aforesaid, stood settled and limited, or such of them as at the Time of making such Conveyance, Limitation, and Settlement shall be existing undetermined and capable of taking effect; and in the meantime, and until such Orders as herein-before mentioned shall be made for the Disposal of such Money, the same may, by Order of the said Court, upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or on Government or Real Securities; and in the meantime, and until the said Bank Annuities or other Funds, or Government or Real Securities, shall be ordered by the said Court to be sold or called in, the Dividends or Interest and annual Produce of the said Bank Annuities, or Government or Real Securities, shall from Time to Time be paid, by Order of the said Court, to the Party who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, and Hereditaments so to be purchased, conveyed, and settled, in case such Purchase and Settlement were made.

When less than 200*l.* and amounting to 20*l.*

L. Provided always, and be it further enacted, That if any Money so agreed or assessed or awarded to be paid as last aforesaid, and which, if amounting to Two hundred Pounds, would be disposable according to the last foregoing Enactment, shall be less than the Sum of Two hundred Pounds, and shall amount to the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Party who would for the Time being be entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments to be purchased with the same Monies if such Purchase were made, or of his or her Guardian, Husband, or Committee, to be signified in Writing under their respective Hands or Common Seal (as the Case may be), and with the Approbation of the said Company, be either paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed, or otherwise the same may be paid, at the like Option and with the like Approbation,

to Two or more Trustees, to be nominated by the Party to whom such Option is given, such Nomination to be approved of by the said Company (which Nomination and Approbation shall be signified in Writing under the Hands and Common Seal of the nominating and approving Parties); and the Monies so paid to such Trustees, and the Dividends and Produce arising therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid, into the Bank of *England*, without obtaining or being required to obtain any Order of the Court of Exchequer touching the Application thereof; and the said Company shall not in any Case be liable to see to the Application of such Purchase Money, or be answerable for the Misapplication thereof.

LI. Provided also, and be it further enacted, That when any such Purchase or Compensation Money as lastly herein-before mentioned shall be less than the Sum of Twenty Pounds, then and in every such Case the same shall be paid to the Party who, if the same were laid out in the Purchase of other Lands, to be settled to the like Uses, would for the Time being be entitled to the Rents and Profits of the same Lands for his own Use and Benefit, or in case of his or her Infancy, Coverture, Lunacy, or other Incapacity or Disability, then to his or her Guardian, Husband, Committee, or Trustee, to and for his or her Use. When less than 20*l*.

LII. And be it further enacted, That in case the Party to whom any Sum of Money shall be agreed or assessed or awarded to be paid for the Purchase of any Lands, Tenements, or Hereditaments, or Part, Estate, or Interest therein, to be taken or used for the Purposes or under the Provisions of this Act, or as a Compensation for Damages thereto, shall refuse or be incompetent to accept the same, or to execute a proper Conveyance of the same Lands, Tenements, or Hereditaments, Part, Estate, or Interest, or shall not be able to make a good Title to the Premises to the Satisfaction of the said Company, or in case the Party to whom such Sum of Money shall be assessed or awarded as aforesaid cannot be found, or if the Party entitled to such Lands, Tenements, or Hereditaments, Part, Estate, or Interest, be not known or discovered, then and in every such Case it shall be lawful for the said Company to pay the Money so agreed, assessed, or awarded as aforesaid into 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 to the Credit of the Parties interested in the said Lands, Tenements, or Hereditaments, Part, Estate, or Interest, (describing such Lands, Tenements, and Hereditaments,) subject to the Order, Control, and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Sum of Money, or any Part thereof, by Motion or Petition, shall be and is hereby empowered, in a summary Way of proceeding or otherwise, as to the said Court shall seem meet, to order the same to be laid out and invested in the Public Funds, or in Government or Real Securities, or to order Distribution thereof, or the Payment of the Dividends or Interest thereof, according to the Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall

[*Local.*]

13 P

seem

seem just and reasonable; and the Cashier of the Bank of *England* who shall receive such Sum of Money is hereby required to give a Receipt to the said Company, or the Party paying the same, mentioning and specifying therein for what and for whose Use the same is received.

Persons in possession presumptively entitled.

LIII. And be it further enacted, That where any Question shall arise touching the Title of any Party to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of or in satisfaction for any Lands, Tenements, or Hereditaments, Part, Estate, or Interest, to be taken or used for the Purposes or under the Provisions of this Act, or to any Bank Annuities or Government or Real Securities to be purchased with any such Money, or to the Dividends or Interest of any such Bank Annuities or Government or Real Securities, the Party who shall have been in Possession of such Lands, Tenements, or Hereditaments, Part, Estate, or Interest, at the Time of such Purchase, and every one claiming under such Party, or under the Possession of such Party, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements, or Hereditaments, Part, Estate, or Interest, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Bank Annuities, or Government or Real Securities, to be purchased with such Money, and also the Capital or Principal of such Bank Annuities, or Government or Real Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made to appear to the said Court that such Possession was wrongful, and that some other Party was lawfully entitled to such Lands, Tenements, or Hereditaments, Part, Estate, or Interest, or the Income thereof respectively.

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

LIV. And be it 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, ought 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 Reinvestment of the same, or the Government or Real Securities purchased therewith, in the Purchase of other Lands, Tenements, and Hereditaments, together with the necessary Costs, Charges, and Expences of obtaining the proper Orders, and of all other Proceedings for such Purposes (except such as may be occasioned by Litigation between Claimants), and for the Payment of the Dividends and Interest of the Government or Real Securities.

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

LV. 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: 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 his Title.

Expences of Title to be paid by the Company.

LVI. And be it further enacted, That if the said Company and the said Party cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to One of the Masters of the said Court, to be taxed in the usual Manner, and such Order shall be served on the Party aforesaid, who shall be at liberty to proceed under the same; and after Taxation of such Costs, Charges, and Expences it shall be lawful for the said Court to order and direct that the Amount at which the same shall be 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 Person from whom such Lands shall have been so purchased or taken as herein-after mentioned, shall be paid to the Person aforesaid; and the said Money so deposited as aforesaid shall be applied, under the Direction of the said Court, towards the Payment thereof, so far as the same will extend: Provided always, that the said Company shall not be at liberty to enter into the Possession of the Lands 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 *Birmingham* and *Warwick Junction Canal* Company," pursuant to the Method prescribed by the

In case of Dispute, the Costs to be taxed by the Court of Exchequer.

herein-

herein-before mentioned Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth; which Sums 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 of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expences shall be paid and borne by the Person from whom the said Lands 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.

As to Lands  
subject to  
Rents.

LVII. And be it further enacted, That where any Lands, Tenements, or Hereditaments to be taken or used for the Purposes or under the Provisions of this Act shall be subject, jointly or together with other Lands, Tenements, or Hereditaments not required for the Purposes of this Act, to any Rent Service, Rent-charge, Chief Rent, or other Rent, then and in such Case it shall be lawful for the Proprietor of such Rent, or other the Person or Corporation who if such Rent were Lands taken or used for the Purposes or under the Provisions of this Act would by virtue of this Act, or otherwise, be capable of selling and conveying the same, and he or they is or are hereby empowered, with the Consent of the Proprietor of the other Lands, Tenements, or Hereditaments subject to the same Rent, or of other the Person or Corporation who if such last-mentioned Lands, Tenements, or Hereditaments were Lands taken or used for the Purposes or under the Provisions of this Act would by virtue of this Act, or otherwise, be capable of selling and conveying the same, to release, exonerate, and discharge the Lands, Tenements, or Hereditaments so to be taken or used as aforesaid of and from such Rent, either with or without an Apportionment of such Rent, and either with or without any Consideration being paid for such Release, where the Residue of the Lands charged therewith shall be sufficient to pay such Rent, or the Party having such Release would be competent thereto independently of this Act; and the Consideration, if any, for the Release of such Rent, shall be paid to the Proprietor of such Rent, or into the Bank, for the Benefit of the Parties interested in such Rent, in the same Manner, and subject to the same or the like Provisions, in all respects, as are herein-before contained in reference to the Consideration to be paid for the Purchase of any Lands, Tenements, or Hereditaments taken or used for the Purposes or under the Provisions of this Act, or as near thereto as the Difference in the Nature of the Cases respectively will admit; and wherever any such Release shall be made as aforesaid the other Lands, Tenements, or Hereditaments subject to such Rent, and not required or taken for the Purposes of this Act, shall thenceforth be subject to the whole of such Rent, or to a proportionate Part thereof, (as the Case may be,) in the same Manner in all respects as the Entirety of the said Lands, Tenements, or Hereditaments so previously subject to such Rent would have continued subject to the Whole thereof if such Release had not been made; and such Release, or such Release and Apportionment, (as the  
Case



Case may be,) shall not in any Manner invalidate, prejudice, or destroy the Remedies for such Rent or proportionate Part thereof (as the Case may be), save and except as against the particular Lands, Tenements, or Hereditaments so released, but the Powers and Remedies previously subsisting for Recovery of the said Rent, and all Covenants, Conditions, and Provisions for securing or enforcing Payment of the same, shall (except as against the said Lands, Tenements, or Hereditaments so released) at all Times thereafter remain, continue, and be good, valid, and effectual in the Law, to all Intents and Purposes, for the Whole or the proportionate Part of such Rent (as the Case may be), as if the Lands, Tenements, or Hereditaments not so released as aforesaid had been originally alone subject to the same Rent or proportionate Part respectively.

LVIII. And be it further enacted, That if from any Cause whatsoever any Lands, Tenements, or Hereditaments to be taken or used for the Purposes or under the Provisions of this Act, and subject to any such Rent as aforesaid, shall not be released therefrom, and in consequence thereof the Purchase Money for such Lands, Tenements, or Hereditaments shall be paid into the Bank of *England* in manner herein-before directed, then and in every such Case the same Lands, Tenements, or Hereditaments shall be released and for ever discharged from such Rent, and all Claims and Demands in respect thereof; but when the Purchase Money for the same so paid into the Bank of *England* shall be laid out and invested in the Purchase of other Lands, according to the Provisions herein-before contained, such newly purchased Lands shall be conveyed and settled in such Manner that the same shall be subject to the said Rent, together with the other Lands, Tenements, or Hereditaments, if any, originally liable thereto, in the same Manner as the Lands, Tenements, or Hereditaments so to be taken as aforesaid shall have been subject thereto; and in the meantime, and until such Purchase shall be made, the Interest, Dividends, and annual Produce of the said Purchase Money, or the Investments thereof, shall be subject to the Payment of the said Rent, in the same Manner, to all Intents and Purposes, as the Lands, Tenements, or Hereditaments previously subject thereto, and which shall have been taken or used for the Purposes or under the Provisions of this Act as aforesaid, shall have been subject thereto; and the Person or Corporation to whom such Rent shall be payable shall have such and the same Powers and Remedies for enforcing the Payment thereof, or of any Part thereof, out of or upon the Lands, Tenements, or Hereditaments to be so newly purchased as aforesaid, as he or they would have been entitled to if such Rent had originally been reserved out of or charged upon the same, instead of the Lands, Tenements, or Hereditaments so to be taken or used for the Purposes or under the Provisions of this Act, and in the same Manner, to all Intents and Purposes, as such Rent was reserved out of or charged upon such last-mentioned Lands, Tenements, or Hereditaments, together with the other Lands, Tenements, or Hereditaments, if any, subject thereto; and in the meantime, and until such Purchase shall be made, it shall be lawful for the said Court of Exchequer, if the said Court shall think proper, upon Application thereto, to order any Part of the Dividends, Interest, and annual Produce of the Bank Annuities

Lands to be freed from Rents upon Payment of Purchase Money.

or Securities in which the said last-mentioned Money shall be invested to be paid from Time to Time to the Person or Corporation for the Time being entitled to the said Rent, in discharge thereof or Part thereof (as the Case may be).

Company empowered to purchase Interests in Land the Purchase whereof may have been omitted by Mistake.

LIX. Provided always, and be it further enacted, That if at any Time after the said Company shall have entered upon any Lands which they shall have been authorized to purchase under this Act, shall be permanently required for the Purposes of this Act, and for which they shall have *bonâ fide*, and without Collusion, paid, tendered, or deposited, according to the Provisions of this Act, the Purchase Money, Compensation, or Satisfaction agreed or awarded to be paid in respect of the same, any Person or Corporation shall appear to be entitled to any Estate, Right, or Interest in, to, or affecting such Lands, which Estate, Right, or Interest the said Company shall have failed or omitted duly to purchase or to pay Satisfaction or Compensation for, by reason of their not having had express Notice of the Existence thereof, or by reason of any other Accident or Mistake, and such Estate, Right, or Interest shall not have been vested in or barred or extinguished for the Benefit of the said Company by virtue of any of the Provisions in this Act contained, or otherwise, and the said Company shall within the Period of Six Calendar Months after they shall have had express Notice of any adverse Claim, and reasonable Proof of the Existence of such Estate, Right, or Interest, purchase, or pay or tender or deposit Compensation or Satisfaction for the same, to be ascertained as next herein-after referred to, then, notwithstanding such Estate, Right, or Interest, and whether the Period granted by this Act for the Purchase of Lands may then have expired or not, the said Company shall remain in the undisturbed Possession of such Lands for the Purposes of this Act, and the Purchase Money, Compensation, or Satisfaction to be paid for such Estate, Right, or Interest shall be agreed on or awarded, and shall be paid or deposited; and such Estate, Right, or Interest shall be vested in or barred or extinguished for the Benefit of the said Company, in like Manner as according to the Provisions in this Act contained the same respectively might have been agreed on or awarded and paid, or deposited and vested, barred or extinguished, in case the said Company had purchased or paid, or deposited or tendered Compensation or Satisfaction for such Estate, Right, or Interest, before their Entry on such Lands, or as near thereto as Circumstances will admit.

Power to take Offices on Lease or otherwise.

LX. And be it further enacted, That it shall be lawful for the said Company, in addition to any other Lands which they are authorized to purchase for the Purposes of this Act, to purchase, hire, or take any Buildings or Lands, at any Distance from the said Canal, not exceeding in Quantity Three Acres, for the Purpose of being used as Offices or Warehouses, or as Sites for Offices or Warehouses, or for any of the Purposes of the said Canal, either in Fee Simple or on Building or other Leases, or for any other Estate, and to enter into or execute any Arrangements, Contracts, Deeds, Covenants, and other Instruments relating to the Premises, which shall thenceforth be binding on the said Company; and that the said Company may also,

also, at their own Expence, erect or contract for the Erection upon such Land so to be purchased, hired, or taken as aforesaid, such Offices, Warehouses, Buildings, or Constructions for the Use of the said Company as to them shall seem meet or desirable.

LXI. And be it further enacted, That in all Cases where by this Act the said Company are authorized and empowered to enter upon and take possession of any Lands, and the Owner and Occupier of the said Lands, or any other Person, shall refuse to give up the Possession thereof, or shall hinder or prevent the said Company from entering upon or taking possession of the same, it shall be lawful for the said Company to issue their Precept, either under their Common Seal, or under the Hands and Seals of Three at least of the Committee of the said Company for the Time being, to the Sheriff of the said County of *Warwick*, or in case he or his Under Sheriff shall be an interested Party, then to any the Coroner of the same County, and not being interested in the Premises, requiring such Sheriff or Coroner to deliver Possession of the same Lands to such Person as shall in such Precept be nominated to receive the same on behalf of the said Company; and the said Sheriff or Coroner is hereby required to deliver Possession of such Lands accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the issuing and Execution of such Precept on the Person so refusing to deliver Possession, by Distress and Sale of his Goods and Chattels.

Sheriff may be authorized to deliver possession of Lands required for the Works.

LXII. And whereas the said Company hereby established may hereafter purchase, acquire, or become seised or possessed of more Lands, Tenements, or Hereditaments than are or may be necessary to be retained by the said Company for the Purposes of this Act, or Lands, Tenements, or Hereditaments not applicable to the Purposes thereof; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required, within Ten Years after the passing of this Act, to sell and dispose of any such Lands, Tenements, or Hereditaments, not for the Time being wanted or retained for the Purposes of this Act, or their Estate or Interest in such Lands, Tenements, or Hereditaments, either in Parcels or together, and by public Auction or private Contract, as they shall think proper; and all Conveyances from the said Company of any such Lands, Tenements, or Hereditaments, or any Estate or Interest therein, shall be valid and effectual to all Intents and Purposes; and the Money produced by any Sale which may be made by the said Company of any such Lands, Tenements, or Hereditaments as aforesaid, under any of the Powers and Provisions herein contained, shall be applied to the Purposes of this Act.

Power to sell Lands not wanted for the Purposes of the Act.

LXIII. Provided always, and be it further enacted, That before the said Company shall sell or dispose of any such Lands, Tenements, or Hereditaments as aforesaid they shall first offer to sell the same to the Person or Corporation whose Lands shall immediately adjoin the Lands, Tenements, or Hereditaments so proposed to be sold; and in case such Person or Corporation cannot be distinctly ascertained, or such Person cannot be found by the said Company, such Offer

First Offer to be made to Owners of adjoining Lands.

Offer shall be made by public Advertisement, inserted Two successive Weeks in some Newspaper published within the County of *Warwick*, in which Advertisement it shall not be necessary to specify the Name of the Person or Corporation whose Lands shall so adjoin the Lands, Tenements, or Hereditaments so proposed to be sold; and in case such Person or Corporation as aforesaid shall be desirous of purchasing such Lands, Tenements, or Hereditaments, he or they shall signify his or their Desire and Intention in that Behalf to the said Company through their Clerk, by a Notice in Writing under the Hand of such Person, or of the Officer of such Corporation, (as the Case may be,) at any Time not later than the Expiration of One Calendar Month from the Time at which the said Offer was so made, or from the Time at which the last of such Advertisements shall have been inserted (as the Case may be); and in case there shall be more than One such Application by Parties entitled to avail themselves of such Offer, it shall be lawful for the said Company to elect to which of such Parties they will sell the same Lands, Tenements, or Hereditaments; and in case of any Difference as to the Price to be paid for such Lands, Tenements, or Hereditaments, the same shall be adjusted and settled by a Jury in such or the like Manner, and subject to such or the like Provisions, as to the Expence of hearing and determining the Matter in difference, as are herein-before directed and contained with respect to the disputed Value of Premises to be purchased by the said Company, *mutatis mutandis*; and in case no such Notice as aforesaid shall within the said Period of One Calendar Month be sent to the said Company in manner aforesaid, then and in such Case the said Company shall be at liberty to sell and convey the said Lands, Tenements, or Hereditaments to any Person whomsoever, and for such Price as to the said Company shall seem proper; and a Declaration made before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the said County of *Warwick*, by the Clerk of the said Company, or some other competent Person, stating that such Offer as aforesaid had been made by the said Company, and that no Notice of the Acceptance thereof had been received within the Space of One Calendar Month, shall in all Courts whatever be sufficient Evidence and Proof of those Facts: Provided always, that if no such Sale shall be made of the Land as hereby required to be sold, the same shall vest, by virtue of this Act, in the Person or Corporation who, by virtue of this Act, would be entitled to the first Option of purchasing the same.

Acceptance  
of the Offer  
made by the  
Company to  
be a binding  
Agreement.

LXIV. And be it further enacted, That in case any Person or Corporation to whom such Offer as aforesaid shall be made by the said Company shall signify to the said Company in Writing his or their Acceptance of the same, the Offer so made, and the Intention so signified, shall constitute an Agreement between such Party and the said Company for the Purchase of the said Lands, Tenements, or Hereditaments, at the Price to be agreed upon between them, or settled by a Jury in manner aforesaid, (as the Case may be,) and such Agreement shall be binding on both Parties, both at Law and in Equity.

LXV. Pro-

LXV. Provided also, and be it further enacted, That it shall be lawful for the said Company, on the Sale of any Lands, Tenements, or Hereditaments, under the Authority of this Act, to reserve a Road or Right of Way over the same to and from any other Lands, Tenements, or Hereditaments belonging to the said Company, or to or from the said Canal or any Work connected therewith.

On Sale of Land the Company may reserve a Road.

LXVI. Provided always, and be it further enacted, That upon Payment of the Money which shall arise by the Sale of such Lands, Tenements, or Hereditaments, or of any Part thereof, it shall be lawful for the Clerk for the Time being of the said Company to sign and give Receipts for the Money for which the same shall be sold, which Receipts shall be sufficient Discharges to any Purchaser, and all Persons claiming under him, for the Purchase Money for such Lands, Tenements, or Hereditaments, or any Part thereof, which shall be sold, or for so much of the said Purchase Money as in such Receipt shall be expressed to be received ; and such Purchaser, or any Person claiming under him, shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of the Money in such Receipt expressed to be received, nor shall any Purchaser be bound to ascertain that the Person acting as Clerk be in fact such.

Clerk of Company upon Payment of Money to give Receipts.

LXVII. 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 to contract with any Person or Corporation hereby empowered to sell as aforesaid (if they shall respectively be willing to sell the same) for the Purchase of any Lands, Tenements, or Hereditaments, not exceeding in the whole Fifty Statute Acres, (in addition to the Lands, Tenements, and Hereditaments which the said Company are herein-before authorized or required to take or use,) in such Place or Places as the said Company shall deem eligible or convenient for the Purpose of making, erecting, forming, or providing any Wharf, Coal or other Yards, Staiths, Messuages, Warehouses, or other Buildings and Conveniences, for the Purpose of receiving, lodging, depositing, or keeping any Goods carried or conveyed, or intended to be carried or conveyed, upon the said Canal, or for making any convenient Roads, Avenues, or Ways leading thereto, or for any other Purpose whatsoever connected with the Concerns of the said Company which they shall judge requisite and necessary ; and it shall be lawful for every Person and Corporation hereby empowered to sell as aforesaid to sell and convey to the said Company and their Successors any Lands, Tenements, or Hereditaments whatsoever for the Purposes last aforesaid, or any of them.

Power for the Company to purchase 50 Acres of Land.

LXVIII. 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, to sell and dispose of such additional Lands, Tenements, or Hereditaments as they are hereby authorized and empowered to purchase for the Purposes of this Act under the last preceding Clause, or so much and such Part of the same Lands, Tenements, or Hereditaments as the said Company shall think proper, and either together or in Parcels, by public Auction or private Contract, as shall be thought advisable or expedient, and again from Time to Time to

Company empowered to sell such Lands, and to purchase and sell again, within the Limits prescribed,

contract for the Purchase of any other Lands, Tenements, or Hereditaments more eligible or convenient for the Purposes aforesaid or any of them, and afterwards to sell and dispose of the same as aforesaid, so that the total Number or Quantity of Acres to be purchased and retained by the said Company for any of the Purposes in the last preceding Clause mentioned shall not at any one Time exceed Fifty Acres.

Company not to purchase more than Fifty Acres of Land from incapacitated Persons.

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

Form of Conveyance from the Company.

LXX. And be it further enacted, That all Conveyances and Assurances to be made by the said Company, under or by virtue or in pursuance of the several Powers and Authorities to them hereby given, may be made according to the Form or to the Effect following, or as near thereto as the Circumstances of the Case will admit; (*videlicet,*)

‘ WE, “ The Company of Proprietors of the *Birmingham* and  
 ‘ *Warwick Junction Canal Navigation,*” in consideration of the  
 ‘ Sum of \_\_\_\_\_ of lawful *British* Money to us paid  
 ‘ by \_\_\_\_\_ of \_\_\_\_\_ and by virtue of  
 ‘ the Powers contained in an Act passed in the \_\_\_\_\_ Year  
 ‘ of the Reign of Her Majesty Queen *Victoria*, intituled [*here set*  
 ‘ *forth the Title of this Act*], do hereby grant and convey to the said  
 ‘ \_\_\_\_\_ all [*local*] \_\_\_\_\_ [*describing the*  
 ‘ *Premises to be conveyed*], and all our Estate, Right, Title, and  
 ‘ Interest in and to the same and every Part thereof, to hold unto and  
 ‘ to the Use of the said \_\_\_\_\_ his Heirs and Assigns  
 ‘ for ever [*or to hold to the said \_\_\_\_\_ his Heirs and*  
 ‘ *Assigns for ever, to such Uses as the Purchaser may desire*]. In  
 ‘ witness whereof we the said Company have hereunto caused our  
 ‘ Common Seal to be set and affixed this \_\_\_\_\_ Day of  
 ‘ in the Year of our Lord \_\_\_\_\_ .’

The Word “grant” in Conveyances from the Company to amount to certain Covenants.

LXXI. And be it further enacted, That in all Conveyances and Assurances to be made by the said Company under the Authorities aforesaid of any Freehold Lands, Tenements, or Hereditaments, the Word “grant” shall amount to and be construed and adjudged in all Courts of Judicature to be express Covenants to the Purchaser, his Heirs, Executors, Administrators, and Assigns, from the said Company, for themselves and their Successors, that they the said Company, notwithstanding

withstanding any Act done by them, were at the Time of the Execution of such Conveyance seised of the Hereditaments and Premises thereby conveyed of an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances, and that the Purchaser thereof, his Heirs and Assigns, shall quietly enjoy the same against the said Company, their Successors and Assigns, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance (at the Expence of the Person requiring the same) of such Lands, Tenements, or Hereditaments, by the said Company, their Successors and Assigns, and all claiming under them, unless the same shall be restrained and limited by express particular Words contained in such Conveyances or any of them; and such Purchaser, and his Heirs, Executors, Administrators, and Assigns respectively, shall and may, in any Action to be brought, assign a Breach thereupon, as he or they might do in case such Covenants were expressly inserted in such Conveyances and Assurances; and if the Premises are Leasehold for Years they shall or may be assigned by a Form answerable to the above, only substituting Words applicable to the Assignment of a Chattel, and the Word "grant" to be therein used being held to be a Covenant only commensurate with the Estate of the said Company in the Premises assigned; and all Copyholds shall be surrendered according to the Custom of the Manor of which the same are held.

LXXII. And whereas the probable Expence of making the said Canal and other Works hereby authorized will amount to the Sum of Sixty thousand Pounds, and the Sum of Forty-five thousand Pounds and upwards, or Three Fourths thereof, has been already subscribed for by several Persons, under a Contract, binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for; be it therefore enacted, That the whole of the said Sum of Sixty thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Lands for the Purposes of the said Canal shall be put in force.

The whole of the Expence to be subscribed for before this Act is put in force.

LXXIII. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for the County of *Warwick* or of the Borough of *Birmingham*, that the whole of the said Sum of Sixty thousand Pounds hath been subscribed as aforesaid, and which Certificate such Justice is hereby authorized and required to grant, on Application made to him by the said Company, and on such Proof of the Subscription of the said Capital as he may require, shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of Sixty thousand Pounds has been subscribed for.

Certificate under the Hand of a Justice of the Peace to be Proof that the whole of the Money has been subscribed.

LXXIV. And whereas the said Cut or Canal hereby authorized to be made is intended to be carried under the *London and Birmingham Railway* near to a Lane called the *Garrison Lane*, in the Parish of *Aston* in the County of *Warwick* aforesaid, by means of a Tunnel or Archway under the *London and Birmingham Railway*.

Company to make Tunnel or Archway under the London and Birmingham or Railway.

or Archway: And whereas it is necessary to provide against any Injury or Insecurity which may be occasioned to the said Railway thereby, and to the free Passage thereof; be it therefore enacted, That the said "Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation" shall and they are hereby required, at their own Expence, to form, make, and complete, in a proper Manner, under the Inspection and to the Satisfaction of the Engineer for the Time being of the said Railway Company, a good, firm, and substantial Tunnel or Archway under the said Railway, of Brick, Stone, or Iron, in the Direction and Situation as laid down and described in the Plan deposited as aforesaid, and not otherwise, under the said Railway, in the said Parish of *Aston* aforesaid, under which Tunnel or Archway the said Canal shall be made and carried, with proper Walls effectually to support the Embankment of the said Railway on each Side thereof, and the Opening or Span of the whole of the Arch of the said Tunnel or Archway shall not exceed Thirty Feet in the clear between the Walls or Abutments thereof, and that the Crown of the Arch of the said Tunnel or Archway shall be at least Eight Feet below the Level of the Rails of the said Railway; and the said Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation shall at all Times for ever after the said Tunnel or Archway shall be erected keep the same, and all the future Tunnels and Archways 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 Tunnel or Archway for the Time being, whether arising from the sinking thereof or any other Cause, and Notice thereof being given by the Agent of the said Railway Company to the said "Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation," 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 Tunnel or Archway, 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* and *Warwick* Junction Canal Navigation" to the said Railway Company, upon Demand; and in default of such Payment any Two or more of Her Majesty's Justices of the Peace for the said County of *Warwick* or of the Borough of *Birmingham* 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* and *Warwick* Junction Canal Navigation," and to be paid by the said Railway Company, their Agent or Clerk, rendering the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said  
"Company



“Company of Proprietors of the *Birmingham and Warwick Junction Canal Navigation*,” or otherwise the said Railway Company shall and may sue for and recover the same against the said “Company of Proprietors of the *Birmingham and Warwick Junction Canal Navigation*” by Action of Debt or on the Case in any of Her Majesty’s Courts of Record at *Westminster*.

LXXV. And be it further enacted, That neither the said “Company of Proprietors of the *Birmingham and Warwick Junction Canal Navigation*,” nor any Person or Persons, in execution or under colour of this Act, shall, in the Erection of such Tunnel or Archway, or by means of such Tunnel or Archway, when erected, in the Repairs thereof, or in the Erection of any future Tunnel or Archway in lieu thereof or of any of them, or by any other Means, alter the Course of the said *London and Birmingham Railway*, or obstruct the Course of the said Railway, or impede the Passage thereof, or injure any of the Works thereof, or render the Traffic thereof insecure; nor shall the said “Company of Proprietors of the *Birmingham and Warwick Junction Canal Navigation*,” in the Erection of the said Tunnel or Archway, deviate more than Ten Yards from the Line laid down in the said Maps or Plans so deposited as aforesaid, without the Consent in Writing of the said Railway Company under their Common Seal first had and obtained.

Company not to interfere with the *London and Birmingham Railway*.

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

This Act not to prejudice the Rights of the *London and Birmingham Railway Company*.

LXXVII. 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 Tunnel or Archway under the said *London and Birmingham 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 Waggon, 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 such Case the said “Company of Proprietors of the *Birmingham and Warwick Junction Canal Navigation*” shall pay to the said *London and Birmingham 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 *London and Birmingham Railway Company*

Provision in case of Obstruction.

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 *London and Birmingham* 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 Works of the said *London and Birmingham* Railway Company.

LXXVIII. 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 and Warwick* Junction Canal Navigation," or any other Person or Persons or Company, in execution or under colour of this Act, to enter upon, take, and prejudice or interfere (either permanently or temporarily) with any of the Buildings, Lands, or Grounds belonging to the *London and Birmingham* Railway Company, now used for the Purposes of the said Railway, without the Consent of the said Company under their Common Seal first obtained, save and except so far as may be required for the Purpose of forming the said Tunnel or Archway under the said Railway; nor shall the said *London and Birmingham* Railway Company be responsible or accountable to the said "Company of Proprietors of the *Birmingham and Warwick* Junction Canal Navigation," or to any other Person or Persons, for any Damage or Prejudice that may be done to the said Canal and Works, or the Traders thereon, or the Traffic thereof, in consequence of any Slips or giving way of the Embankment of the said Railway, or any Accident that may occur on the said Railway and Works, which in its Consequences may produce any such Damage or Prejudice as aforesaid, any Statute or Law to the contrary thereof in anywise notwithstanding.

Regulating the Mode of carrying the Canal under the intended *Birmingham and Derby* Junction Railway.

LXXIX. And whereas the said Canal hereby authorized to be made will pass under the Line in which the new or altered Line of the *Birmingham and Derby* Junction Railway (for the making whereof a Bill is now pending in Parliament) is proposed to be made, as laid down and described in and according to the Plans, Sections, and Books of Reference thereof deposited with the Clerk of the Peace for the said County of *Warwick*, and it is intended that the said Railway should be carried over the said Canal by means of a Bridge or Archway, and the said Railway Company, and the Company promoting the Bill for making the said Canal, are willing that the Enactments herein-after contained, relating to the said Canal passing under the said Railway, should be made hereby; be it therefore enacted, That, notwithstanding the Power of Deviation herein-before contained, the said Canal hereby authorized to be made shall pass under the said Railway (if the same shall be authorized by Parliament) by means of a Bridge or Archway, to be constructed or maintained according to the Provisions herein-after contained, at the First Fence on the Northern Side of the Turnpike Road from *Birmingham* to

*Coleshill* which divides the Fields numbered 189 and 190 on the Plans deposited by the said Canal Company with the said Clerk of the Peace, situate in the Township of *Saltley* and *Washwood* in the Parish of *Aston-juxta-Birmingham* aforesaid, from the Field numbered 188 on the said Plans, and at the Point marked Eight Feet Three Inches Embankment on the Section deposited by the Railway Company as aforesaid; and that no Deviation from the Line or Alteration of the Level described on the same Plans and Sections shall be made at the said Point without the expressed Consent of the said Railway Company or the Directors thereof, except such Deviation from the Section of the said Railway by raising the same as shall be necessary to give the Dimensions after mentioned, and that the clear Width of the Bridge or Arch under the said Railway shall be not less in any Part thereof than Twenty-two Feet, and that the clear Height or Headway above the Top-water Level of the said Canal shall be not less than Nine Feet in every Part of the said Bridge or Archway: Provided also, that if the said Canal Company shall in executing their Works be enabled to pass under the said Railway at any other Point, and shall provide a Bridge or Arch of the like Dimensions and Capacity, and of the same clear Height or Headway above the Top-water Level of the said Canal, as the same may be required to be made in the Manner herein mentioned, and so as not to make it necessary for the said Railway Company to raise the Level of their said Railway to a greater Height than they are at present required to raise the same, the said Canal Company shall be at liberty to make such Deviation, and shall pay to the said Railway Company all Expences which the said Railway Company shall incur or be put unto over and above the Expence which they would incur by executing their Works in case no such Deviation had been made: Provided always, that the Top-water Level of the said Canal, at the Point of Intersection herein-before mentioned, shall be not less than Eighteen Inches below the present Surface of the Land at that Point.

LXXX. And be it further enacted, That if the making of the said Canal shall be authorized as aforesaid, the said Canal Company shall and they are hereby required, at their own Expence, to form, make, and complete, in a proper Manner, under the Inspection and to the Satisfaction of the principal Engineer for the Time being of the said Railway Company, a good, firm, and substantial Bridge or Archway over the said Canal, or the proposed Line thereof, of such Form and Materials as shall be approved of by such Engineer, and of such Dimensions as to Height and Width as herein-before mentioned, but the same when so completed as aforesaid shall belong to and become the Property of the said Railway Company, who shall at all Times thereafter keep the same, and all future Bridges or Archways (if any) to be constructed in lieu thereof, equally firm and substantial, and all Walls and Constructions supporting or connected with the same in good and complete Repair, according to the Provisions herein-after contained.

As to Bridge under last-mentioned Railway.

LXXXI. Provided always, and be it further enacted, That notwithstanding any of the Provisions in this Act contained, it shall and may

This Act not to prejudice Rights of  
be

Railway  
Company to  
certain Land.

be lawful for the said Railway Company to purchase and hold, under the Provisions of the said Bill now pending as aforesaid, for the making or altering of the said Railway, if the same shall pass into a Law, so much or such Parts of the Pieces or Parcels of Land situate in the Township of *Saltley* and *Washwood* aforesaid which are numbered respectively 126, 127, and 129 in the said Plan of the said Canal Company, so deposited with the Clerk of the Peace as aforesaid, as shall not be required by the said Canal Company for the actual Line of the said Canal as now laid down on the said Plan; and that it shall and may be lawful for the said Railway Company to make and maintain the said Railway, and all the Works and Conveniences connected therewith, according to the Provision next herein-after contained, through, over, and along the said Pieces or Parcels of Land, or any of them, or any Part thereof, save and except such Part as shall be required for the actual Line of the said Canal as aforesaid, as if this Act had not been made and passed, any thing to the contrary thereof herein-before contained to the contrary notwithstanding.

Railway  
Company  
may carry  
the Railway  
over the  
Canal in  
the Lands  
described.

LXXXII. Provided always, and be it further enacted, That it shall be lawful for the said Railway Company to carry or construct the said Railway, or any of the Works and Conveniences connected therewith, or for the Purpose of connecting the same with the Line or Works of the *Birmingham* and *Gloucester* Railway, over the said Canal and the Works thereof in the said Piece or Parcel of Land numbered 129 in the said Plan of the said Canal, by means of a Bridge or Archway, which shall be constructed and built by the said Railway Company, with Bricks, Stone, or Iron, and of such Form as shall be approved of by the Engineer for the Time being of the said Canal Company, in a good, firm, and substantial Manner, at the Expence of the said Railway Company; and that such Bridge or Archway shall not exceed Forty Feet in Length along or over the said Canal, and shall not be less than Sixteen Feet in Height from the Top-water Level of the said Canal to the Soffit of the Arch of the said Bridge or Archway, and not less than Twenty-four Feet in Width; and that the said Railway Company shall at all Times hereafter keep the same, and all future Bridges or Archways (if any) to be constructed in lieu thereof, equally firm and substantial, and all Walls and Constructions supporting or connected with the same, and erected by the said Railway Company, in good and complete Repair, according to the Provisions herein-after contained; and the said Canal Company shall not exercise their Power of Deviation over the said Piece of Land marked Number 129 as aforesaid so as to obstruct the making of the Works of the said Railway Company communicating with the Line of the *Birmingham* and *Gloucester* Railway; and in case, by any Exercise of such Power of Deviation, the making of the Bridge or Archway so to be constructed by the said Railway Company as aforesaid shall be rendered more expensive, the additional Expence which may be so caused to the said Railway Company shall be repaid to them by the said Company: Provided also, that the said Power of Deviation shall in no Case, without the Consent in Writing of the said Railway Company, be so exercised as to vary the Point at which the said Canal shall cross the *London* and *Birmingham* Railway more than Ten Yards on either Side of the Point  
of

of crossing the said Railway as now laid down on the Plan of the said Canal.

LXXXIII. And be it further enacted, That in case of any Want of Repair to any or either of such Bridges or Archways herein-before mentioned, and Notice thereof being given by the Secretary or other authorized Agent of the said Canal Company to the said Railway Company or their Secretary, if the said Railway Company shall not for the Space of Five Days after such Notice commence such Repairs, in case the same shall be necessary, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Canal Company from Time to Time to make all such Repairs as shall be necessary in such Manner as they shall think proper, and all Expences thereof shall be repaid by the said Railway Company to the said Canal Company, upon Demand; and in case of Default of such Payment any Two or more of Her Majesty's Justices of the Peace for the said County of *Warwick* shall and they are hereby required, on Application by the said Canal Company, or their Clerk or authorized Agent, 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 Railway Company, and to be paid to the said Canal Company, their Agent or Clerk, rendering the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale for the said Railway Company, or otherwise the said Canal Company shall and may sue for and recover the same against the said Railway Company by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Providing  
for Repairs  
of Bridges.

LXXXIV. And whereas it may happen from Floods or other Causes or Accidents that the Reservoirs, Aqueducts, Feeders, Water Tanks, Basins, Pens, Dams, Embankments, Weirs, Locks, Sluices, Floodgates, Tunnels, Banks, or other Works of the said Company hereby authorized to be made, or some of them, may give way or be damaged or destroyed, or the adjacent Lands flooded, damaged, or endangered, and that it may be necessary that the same should be immediately repaired or rebuilt, to prevent further Damage; be it therefore enacted, That as often as any such Case shall happen it shall be lawful for the said Company, their Agents, Officers, Workmen, and Servants, from Time to Time to enter into any Lands, Tenements, or Hereditaments adjoining or near to the said Canal or other Works, or any of them, (not being the Site of a Dwelling House, or an Orchard, Garden, Yark, Park, Paddock, planted Walk, Nursery, for Trees, or Avenue to a House,) and to dig for, get, work, take, carry away, and use all such Stones, Clay, Gravel, Soil, and other Materials as may be necessary or proper for the Purposes aforesaid, without any previous Treaty with the Owner or Occupier of or other Person interested in such Lands, Tenements, or Hereditaments, or any of them, doing as little Damage thereto as the Nature of the Case will admit of, and making full and ample Recompence to the Owner and Occupier of or other Person interested in such Lands, Tenements, or Hereditaments within the Space of Ten Days next

Power to get  
Materials in  
case of sud-  
den Damage.

[*Local.*]

13 T

after

after the same shall be demanded, for all Damages which may be done by means of digging for, getting, working, taking, carrying away, and using such Stones, Clay, Gravel, Soil, or other Materials, or any of them; which Damages, and the Satisfaction and Recompence to be made in respect thereof, in case the several Parties concerned shall not agree about the same, shall be determined and adjusted, or assessed, awarded, and recovered, in the Manner and by the Ways and Means herein-before prescribed with respect to other Damages done in making and maintaining the said Canal and Works by this Act authorized to be made and completed.

Mines not to be worked within 12 Yards of the Canal.

LXXXV. And be it further enacted, That no Proprietor or other Person whomsoever shall on any Account whatsoever open, dig, sink, or carry on any Works for the getting of Coal, Limestone, Ironstone, or other Minerals within the Distance of Twelve Yards from the said intended Canal, or the Towing Paths, Reservoirs, or other Works which shall belong to the said Company, nor shall any Coal, Limestone, Ironstone, or other Minerals be got under the said Canal, Towing Paths, Reservoirs, or other Works, or under any Part thereof, or within or under any Land or Ground lying within the Distance of Twelve Yards of either Side of the said Canal, Towing Paths, Reservoirs, or Works, on any Account whatsoever, except as hereinafter mentioned, without the Consent of the said Company for that Purpose first had and obtained: Provided nevertheless, that when any Mine of Coal, Ironstone, Limestone, or other Minerals, or any Vein thereof, shall extend within the Limits herein-before prohibited for working the same, it shall and may be lawful for the Proprietor of any such Mine, without any such Consent as aforesaid, from Time to Time to make sufficient and necessary Gateways, Headways, or Tunnels, and also sufficient and necessary Air and Water Gutters on each Side of such Gateways, Headways, or Tunnels under the said Canal, Towing Paths, Reservoirs, or other Works, and also within such prohibited Limits as aforesaid, so as such Gateways do not exceed Nine Feet in Height nor Ten Feet in Breadth, and so as such Headways or Tunnels do not exceed Four Feet and a Half in Height nor Four Feet and a Half in Breadth, and so as such Air and Water Gutters on the Sides of such Gateways, Headways, or Tunnels do not exceed Eighteen Inches in Height nor Eighteen Inches in Breadth, and so as that no such Gateways and Headways be made nearer together than Six Feet, or within less than One hundred Feet from the Surface Land within which the same shall be, any thing herein contained to the contrary hereof in anywise notwithstanding.

For discovering when Mines are being worked under the Canal.

LXXXVI. And for the better discovering of Persons who shall or may open, dig, sink, or carry on any Work for the getting of Coal, Ironstone, Limestone, or other Minerals, contrary to the Directions of this Act, be it further enacted, That it shall be lawful for the said Company, by themselves, their Agents and Servants, from Time to Time and at all Times hereafter to enter upon any Lands or Grounds through or near which the said Canal, Towing Paths, Reservoirs, and other Works are hereby authorized to be made, and wherein any Mine of Coal, Ironstone, Limestone, or other Minerals shall or may

be dug or opened, and likewise to enter into such Mine, and the Pits, Shafts, and Works belonging thereto, and there to view, search, measure, latch, and use all other Means for discovering the Distance of the said Canal, Towing Paths, Reservoirs, and other Works of the said Company, or the authorized Course or Situation thereof, from the working Parts of such Mines respectively, and to use the Engines, Whimseys, Ropes, Tackle, and Machinery of the Proprietor or Worker of such Mine for the Purpose of descending, inspecting, and ascending the said Mine, Pits, Shafts, and Works; and in case it shall appear that any such Mine has been worked or got contrary to the Directions of this Act, the Proprietor or other Party carrying on the Works of the same Mine shall, upon the Requisition of the said Company, or their Clerk or authorized Agent, or on his Default then it shall be lawful for the said Company, their Agents, Servants, and Workmen, at the Expence, Costs, and Charges of the Proprietor of such Mine, or other Party working the same, to use forthwith, and from Time to Time use, all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Canal, Towing Paths, Reservoirs, and other Works; and such Expences, Costs, and Charges shall be recovered by the said Company in such and the same Manner as the Tolls herein-after granted are to be recovered, and shall be paid into the Hands of the Treasurer of the said Company, to be applied for the Purposes of this Act; and the said Company shall for that Purpose be entitled, by themselves and their Agents, and others, to use all such Engines and Machinery belonging to the said Mine, and such free Passage to, from, in, and through the same, and such Materials as they shall reasonably require; and in case the Proprietor or Worker of such Mine shall hinder or obstruct the said Company, their Agents or Servants, in descending, inspecting, or ascending the said Mine, Pits, Shafts, or Works for any such Purposes as aforesaid, or refuse them the Use of the said Engines, Whimseys, Ropes, Tackle, and Machinery for such Purpose, or shall obstruct the said Company, their Agents or Servants, in the Exercise of the foregoing Authorities, every such Proprietor or Worker shall forfeit and pay unto the said Company the Sum of Five Pounds for every such Hindrance, Obstruction, or Refusal, and the like Sum for every Day during which the same shall continue, to be recovered and levied in such Manner as is herein-after provided, without Prejudice to the Right of the said Company to recover any special Damage which they shall or would otherwise be entitled to recover for every Infraction of the foregoing Provisions.

Proper Works to be made to support the Canal, &c. at Proprietor's Expence.

LXXXVII. Provided always, and be it further enacted, That when and so often as any Proprietor, Lessee, or Tenant of any Mine of Coal, Ironstone, Limestone, or other Minerals lying under the said Canal, Towing Paths, Reservoirs, or other Works, or within the Distance herein-before limited, shall be desirous of working the same (he being, in respect of his Estate or otherwise, entitled to do so), then and in every such Case such Proprietor, Lessee, or Tenant shall give Notice, in Writing under his Hand, of such Intention, to the Clerk for the Time being of the said Company, at least One Calendar Month before he shall begin to work such Mine; and upon the

Company may purchase Mines if Proprietor thereof intends working them.

Receipt

Receipt of such Notice it shall be lawful for the said Company to contract and agree with any such Proprietor, Lessee, or Tenant, for the Purchase of, or to declare their Election to purchase, and to purchase accordingly, any such Mine or Part thereof, the getting or working of which may appear to the said Company likely to Prejudice the said Canal, Towing Paths, Reservoirs, and other Works; and such Proprietor, Lessee, or Tenant as aforesaid is hereby empowered to sell and convey the same accordingly; and in order to enable the said Company the better to determine whether the getting or working of such Mine or Part thereof shall be likely to have such Effect as aforesaid, it shall be lawful for them to inspect the same or cause it to be inspected at any Time within the Space of One Calendar Month after the Receipt of such Notice; and if the said Company shall not, within the Space of One Calendar Month after the Receipt of such Notice, treat with such Proprietor, Lessee, or Tenant for the Purchase of such Mine or Part thereof, or signify their Desire to do so, or their Election to make such Purchase, then it shall be lawful for such Proprietor, Lessee, or Tenant, and he is hereby authorized, to work and get such Part of the said Mine as may lie under the said Canal, Towing Paths, Reservoirs, or other Works, or within the Distance otherwise prohibited as aforesaid, without being liable to the said Company for any Damage which may be done thereby, unless such Damage be caused by the working of such Mine in an improper Manner; and all the Provisions hereinbefore contained for enabling Trustees, particular Tenants, and others to contract for, sell, and convey to the said Company any Lands required for the primary Purposes of this Act, and for ascertaining the Value of such Lands, and relating to the Disposal of the Purchase Money or Consideration for the same, shall be applicable also to the Sale of any Mine or Part thereof under this present Provision, and to the Disposal of the Purchase Money for the same, as nearly as the Circumstances of the Case will permit, and as if such Mine or Part thereof were Part of the Lands required for making the said Canal, and particularly that if any Dispute shall arise respecting the Price to be paid for such Mine, then the same shall be settled and determined by a Jury, and shall be subject to such and the like Provisions, as to the Expence of hearing and determining the Matter in difference as are hereinbefore directed and contained with respect to the Price of any Lands, Tenements, or Hereditaments which shall be taken for the Purposes or under the Provisions of this Act, or as near thereto as the Situation of the Parties and the Circumstances of the Case respectively will permit; and the Mines so purchased by the said Company shall be vested in them as effectually and beneficially in all respects as any other Hereditaments to be purchased or acquired by them under the Provisions of this Act.

Price of  
Mines and  
Damages to  
be ascer-  
tained sepa-  
rately.

LXXXVIII. Provided always, and be it further enacted, That in ascertaining the Price to be paid for the Purchase of any such Mines or Minerals, or Parts thereof, the Jury shall also ascertain and assess the Compensation to be made by the said Company for any Damage which shall or may at any Time hereafter be sustained by any Person or Corporation, being Owner or Occupier of or interested in such



such Mines or Minerals, or Part thereof, for or by reason of the severing or dividing of the same from any other Mines or Minerals belonging to any such Person or Corporation as aforesaid; and any Damage or Prejudice which shall or may accrue to or be sustained by such Person or Corporation, by reason of the making, using, repairing, or maintaining of the said Canal and other Works and Conveniences belonging thereto, or by reason of the Execution of any of the Powers hereby given to the said Company, such Damages and Compensation to be settled and ascertained separately and apart from the Price of the Mines or Minerals, or Part thereof, so to be purchased as aforesaid.

LXXXIX. And be it further enacted, That if in the Execution of any of the Powers given by this Act any Mines or Minerals shall, by reason of the Exercise by the said Company of the Power by this Act given to them to purchase the Mines and Minerals under the said Canal, Towing Paths, Reservoirs, or other Works, or within the Distance herein-before limited, be cut through and divided so that any Lot thereof which shall remain on either Side of the said Canal, Towing Paths, Reservoirs, or other Works, or of the last-mentioned Distance, shall be less than Half an Acre in Quantity, and if the Owner, Lessee, or Tenant (at the Time of such Purchase by the said Company) shall not have any other Mines or Minerals adjoining to those which shall so remain or be cut off, then and in every such Case, if such Owner, Lessee, or Tenant shall so require, but not otherwise, the said Company shall also purchase the Lot of Mines and Minerals so remaining or cut off as aforesaid, being less than Half an Acre in each Quantity, the Value thereof to be ascertained (in case of Difference) in the same Manner as is herein directed concerning any Lands, Tenements, or Hereditaments to be taken and used for the Purposes or under the Provisions of this Act.

If Mines are so cut through that less than Half of an Acre of Mine is left, the Company to purchase it if required.

XC. And be it further enacted, That if by reason of the Insufficiency or giving way of the Banks of any Branch to be made by any Proprietor, or of the said Stop Gate or Gates, or otherwise, the Water in any such Branch shall flow out of the same, or over the Banks thereof, all the Damage or Injury which shall be occasioned thereby shall be borne, defrayed, and made good by the Proprietor of such Branch to the Person sustaining Damage or Injury, on Demand in Writing made by the Person sustaining such Damage or Injury upon the Proprietor of such Branch; and all Loss occasioned to the said Company thereby shall be also forthwith paid to them by such Proprietor, and shall or may be recovered, either by Distress and Sale of his Goods, to be made under the Warrant of any Justice of the Peace for the said County of *Warwick*, or by Action in any of the Courts of Record at *Westminster*.

Indemnification to the Company for Damage sustained by letting out of the Water in private Branch Canals.

XCI. And whereas the Junction of the said intended Canal as hereby authorized to be made with the *Birmingham* Canal Navigations will be at a lower Level than the *Digbeth* Pond of the *Warwick* and *Birmingham* Canal Navigations, from which the said intended Canal will commence, and the said Company hereby incorporated, and the Company of Proprietors of the *Warwick* and *Birmingham* Canal

As to the Supply of Water to the Canal.

[Local.]

13 U

Navigation,

Navigation, are willing that the Enactments herein-after contained, and relating to the Supply and Management of Water to and in the said intended Canal, shall be made hereby; be it therefore enacted, That from Time to Time and at all Times after the Completion and opening of the said intended Canal the said Company hereby incorporated shall, by means of such stationary Engine or Engines or other Machinery as shall be effectual for this Purpose, and to be respectively constructed, provided, maintained, and worked at their own Costs in all things, return or cause to be returned from the Level immediately above the lowest Lock on the said Canal, or from some other convenient Part thereof, into the before-mentioned *Digbeth* Pond of the *Warwick* and *Birmingham* Canal Navigation, all such Quantities of Water as from Time to Time after such Completion and opening as aforesaid shall be drawn from the last-mentioned Canal, or any Pond or Reservoir belonging thereto, into the said intended Canal, and as shall not be consumed in filling the said lowest Lock thereof, or in the necessary Service and Uses of the said Canal and other the Works hereby authorized, or unavoidably lost by Leakage, Evaporation, or otherwise, or taken therefrom according to any Provisions or Authorities herein contained; but that, subject to the foregoing Provision, the said Company hereby incorporated shall be at liberty from Time to Time to draw all or any such Quantities of Water as they shall require for the necessary Service of their Canal and Works, or for any Purposes of this Act, from and out of the said *Digbeth* Pond of the *Warwick* and *Birmingham* Canal Navigation, upon paying therefore to the Company of Proprietors of the last-mentioned Navigation Sixpence for every One thousand Cubic Feet of Water which shall be so drawn above the Quantity which during the same Period shall be returned from the said intended Canal into the said *Digbeth* Pond of the *Warwick* and *Birmingham* Canal Navigation as aforesaid, and a rateable Proportion of such Sum for any greater or less Excess of such Quantity than Five hundred Cubic Feet, which Sums shall from Time to Time be paid by the Clerk or Treasurer of the Company hereby incorporated to "The Company of Proprietors of the *Warwick* and *Birmingham* Canal Navigation," or their authorized Agent, on Demand, or shall be recoverable by Action of Debt in any of Her Majesty's Courts of Record at *Westminster*; and that in order to supply the Water which shall be so drawn from the *Warwick* and *Birmingham* Canal Navigation, without injuriously depressing the Level of the Waters in the before-mentioned *Digbeth* Pond thereof, from which the same will be immediately derived, the Company of Proprietors of the last-mentioned Navigation shall from Time to Time cause to be let down into the same Branch from the higher Locks or Levels or Reservoirs upon or belonging to their Navigation, such Quantities of Water as shall supply in the said Branch the Place of the Waters which shall be drawn therefrom by the said Company hereby incorporated, and not returned as aforesaid.

For ascer-  
aining the  
Quantities of  
Water sup-  
plied and  
returned.

XCII. And be it further enacted, That the Quantities of Water which shall from Time to Time be drawn as aforesaid by the Company hereby incorporated from the said *Digbeth* Pond of "The *Warwick* and *Birmingham* Canal Navigation," into the said intended Canal, shall be ascertained by proper Gauges to be fixed and con-

tinued at all Times upon the first or highest Lock of the same Canal ; and true Accounts of such Quantities shall at all Times be taken and preserved by the Keeper of the same Lock, and shall be open at all reasonable Times to the Inspection and Examination of the Committees of Proprietors of each of the said Canals respectively, and to the authorized Officers and Agents of the several Companies of the Proprietors thereof ; and that in like Manner the Quantities of Water which shall from Time to Time be returned, according to the foregoing Provisions, by the Company hereby incorporated, into the said *Digbeth* Pond of “The *Warwick* and *Birmingham* Canal Navigation,” shall be ascertained by proper Gauges applied at all Times to the Engine or Engines or Machinery by which such Return shall be effected, or otherwise, as shall be found practicable and most convenient, and true Accounts of the last-mentioned Quantities shall at all Times be taken and preserved by the Person having the Management or Superintendence of such Engine or Engines or Machinery, or of the last-mentioned Gauges, and shall in like Manner be open at all reasonable Times to such Inspection and Examination as lastly herein-before mentioned : Provided nevertheless, that nothing herein contained shall prevent the Company hereby incorporated from contracting for or obtaining the Whole or any Part of their necessary Supply of Water from any other Company or Party or Source, if they shall be enabled and desire so to do.

XCIII. And whereas it is expedient that such Enactments should be made for the Protection of the Rights and Interests of the Company of Proprietors of the *Birmingham* Canal Navigations and the Company of Proprietors of the *Warwick* and *Birmingham* Canal Navigation as are herein-after contained, and the said Companies are willing that such Enactments should be made ; be it therefore enacted, That the Company hereby incorporated shall, when required by either of the said existing Companies, at any Time before the said Canal hereby authorized to be made shall be opened for public Use, without any Charge or Expence to the Company of Proprietors of the *Birmingham* Canal Navigations, or *Warwick* and *Birmingham* Canal Navigation, cause to be placed in that Part of the *Digbeth* Pond which consists of a Part of the *Warwick* and *Birmingham* Canal, and at such particular Spot as the principal Engineers of the Company of Proprietors of the *Birmingham* Canal Navigations and the Company of Proprietors of the *Warwick* and *Birmingham* Canal Navigation shall jointly approve, such good and sufficient water-tight Stop-lock, for the Purpose of keeping the Waters of the *Digbeth* Branch of the *Birmingham* Canal separate from the Waters of the *Warwick* and *Birmingham* Canal, and also by the Side of the said Lock, or such other Spot on either of the said Canals as the Engineers of the said *Birmingham* Canal Company and *Warwick* and *Birmingham* Canal Company shall jointly select, a Weir of such Length as the said Engineers of the said last-mentioned Companies shall jointly agree, the Level of such Weir to be Four Feet Five Inches above the lower Sill of the lower Lock belonging to the Company of Proprietors of the *Birmingham* Canal Navigations upon the said *Digbeth* Branch ; and also shall, when required as aforesaid, without any Charge or Expence to the Company of Proprietors of the *Birmingham*

For the Protection of the *Birmingham* Canal Company and the *Warwick* and *Birmingham* Canal Company ;

Company to make a Stop-lock in *Digbeth* Pond.

*Birmingham* Canal Navigations, cause to be erected and built, and completed for Habitation, in such Situation and at such Distance from the said Lock as shall be selected and approved of by the Engineers of the said Companies of the *Birmingham* Canal Navigations and the *Warwick* and *Birmingham* Canal Navigation, such convenient Lock Keeper's House, for the Residence of a Lock Keeper, as the said Engineers shall jointly approve; and that such House as last aforesaid shall from Time to Time be inhabited by a Lock Keeper appointed by the Company of Proprietors of the *Birmingham* Canal Navigations, who shall be paid by them, and shall be under their exclusive Direction and Control, and shall be appointed and dismissed by them at their Pleasure; and that the said Company of Proprietors of the *Warwick* and *Birmingham* Canal Navigation shall not at any Time hereafter lower the Level of the said Weir, nor the Level of any of the other Weirs belonging to the said last-mentioned Company now upon that Part of the said *Digbeth* Pond as forms Part of their Canal; and that all Weirs which the said last-mentioned Company shall hereafter make thereon shall be made and at all Times continued at a Level not lower than the Level of the existing Weirs.

Birmingham  
Canal Com-  
pany not to  
lower the  
Level of the  
Weirs.

XCIV. And be it further enacted, That the said Company of Proprietors of the *Birmingham* Canal Navigations shall not at any Time hereafter lower the Level of the Weir hereby authorized to be made, or of the waste Weir belonging to them on that Part of the *Digbeth* Pond as forms a Part of their Canal; and that all Weirs which the said last-mentioned Company shall hereafter make thereon shall be made and at all Times thereafter continued on the same Level, or not lower than the said existing Weir.

Company to  
maintain  
Stop-lock  
and Weir.

XCV. And be it further enacted, That the said Stop-lock and Weir shall from Time to Time be supported, maintained, and kept in Order and Repair (and with respect to the said Lock according to the best practicable Mode of repairing and keeping Locks watertight) at the Expence of the Company hereby incorporated; and whenever such Lock shall require Reparation it shall be lawful for the said Company of Proprietors of the *Birmingham* Canal Navigations, or the Company of Proprietors of the *Warwick* and *Birmingham* Canal Navigation, in case the said Company hereby incorporated shall neglect or refuse to commence the Repairs of the said Stop-lock, or of any Gate belonging thereto, or of the said Weir, for the Space of Five Days after Application shall have been made to them, or their Agent, by the said Company of Proprietors of the *Birmingham* Canal Navigations, or the said Company of Proprietors of the *Warwick* and *Birmingham* Canal Navigation, or their respective Agent, or shall neglect to complete such Repairs with all reasonable Despatch, then and in every such Case it shall be lawful for the said Company of Proprietors of the *Birmingham* Canal Navigations, or the said Company of Proprietors of the *Warwick* and *Birmingham* Canal Navigation, by Agents and Workmen of their own Appointment, to make such Reparations and Amendments as shall be necessary, at the proper Costs and Charges of the Company hereby incorporated; such Costs and Charges to be paid by the Treasurer of the  
Company

Company hereby incorporated, who is hereby authorized and required to pay the same to the said Company of Proprietors of the *Birmingham* Canal Navigations, or the said Company of Proprietors of the *Warwick and Birmingham* Canal Navigation, whichever shall repair the same.

XCVI. And be it further enacted, That the Passage of Boats through the said Stop-lock shall not any Time hereafter be obstructed by the said existing Companies or their Agents, but the same shall notwithstanding be under the Direction and Control of the Agent of the Company in whose Canal the Water shall at the Time be the highest, and the Water necessary to fill the Chamber of the said Stop-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.

Passage of Boats through Stop-locks not to be obstructed.

XCVII. And be it further enacted, That all the Provisions contained in a certain Act of 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*, with respect to the Toll Collectors of the said Company of Proprietors of the *Birmingham* Canal Navigations, and the Houses, Wives, Furniture, and personal Representatives of such Toll Collector, and to the Books, Papers, and other Matters and Things in their or any or either of their Custody, Power, or Possession, belonging to the said last-mentioned Company, shall apply to the Lock Keeper to be for the Time being appointed by the said last-mentioned Company for the Care of the said Lock, and his House, Wife, Family, and personal Representatives, and to all Books, Papers, and other Matters and Things in his Custody, Power, or Possession belonging to the said last-mentioned Company.

Provisions of 5 & 6 W. 4. c. 34. with respect to Toll Collectors to apply to the Lock Keeper under this Act.

XCVIII. And be it further enacted, That the Junction of the said intended Canal with the *Fazeley* Canal shall be effected under the Superintendence of the Engineer for the Time being of the said Company of Proprietors of the *Birmingham* Canal Navigations; and the Company hereby incorporated shall give Notice in Writing, not less than Thirty Days and not more than Ninety Days before they shall proceed to make the said Junction, of their Intention in that Behalf to the said Company of Proprietors of the *Birmingham* Canal Navigations, by serving such Notice on the Clerk of the said last-mentioned Company, or by leaving the same at the head Office of such last-mentioned Company in *Birmingham*.

Notice to be given to Birmingham Canal Company of the Junction of this Canal.

XCIX. And be it further enacted, That the Company hereby incorporated shall, at their own Costs and Expence, and under the Direction and Superintendence of the Engineer of the Company of Proprietors of the *Birmingham* Canal Navigations, and before cutting through or removing the Towing Path of the said *Fazeley* Canal, erect and build, or cause to be erected and built, across the said intended Canal, at the Point at which the same joins the said *Fazeley* Canal, a proper and substantial Bridge for the Purpose of carrying the Towing Path of the said *Fazeley* Canal over the said intended Canal, and shall for ever thereafter, at their own Costs and Expences, cause such

Company to erect a Bridge at Junction with Fazeley Canal.

Bridge to be kept in good and substantial Repair, Order, and Condition, to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors of the *Birmingham Canal Navigation*; and in case the Company hereby incorporated shall neglect or refuse to commence the Repairs of the said Bridge for the Space of Five Days after Application shall have been made to them or their Agent by the said Company of Proprietors of the *Birmingham Canal Navigations*, or their Clerk or Agent, or shall neglect to complete the same with all reasonable Despatch, it shall be lawful for the said Company of Proprietors of the *Birmingham Canal Navigations*, by Agents and Workmen of their own Appointment, to make such Reparations and Amendments as shall be necessary, at the proper Costs and Charges of the Company hereby incorporated, such Costs and Charges to be paid by the Treasurer of the same Company, who is hereby authorized and required to pay the same.

Regulation as to Depth of Water in the Pond of the intended Canal nearest to the Fazeley Canal.

C. And be it enacted, That it shall not be lawful for the Company hereby incorporated to allow the Water in the Pond of the said intended Canal which shall be nearest to the *Fazeley Canal* to stand at a lower Level than Four Inches above the waste Water Weir of the said *Fazeley Canal* now being nearest its Junction with the said intended Canal, which Level shall hereafter be denoted by a Metal Plate to be affixed in the Wall of the Aqueduct near to *Salford Bridge* aforesaid; and if the said Company hereby incorporated shall at any Time allow such Water to stand at a lower Level than last aforesaid it shall be lawful for the said Company of Proprietors of the *Birmingham Canal Navigations*, or for a Lock Keeper or Agent or Officer in their Employment, to stop the Passage of Boats through the Lock of the said intended Canal which shall be nearest to the said *Fazeley Canal* until such Water shall again be caused to stand at the Level at which it is herein-before provided that it shall stand.

Provisions of 33 G. 3. c. 38. as to the Regulation of Water not to be affected.

CI. Provided always, and be it declared and enacted, That neither any Provision or Enactment herein contained, or the Erection of the said intended Stop-lock, nor any Matter or Thing hereby authorized to be done, shall repeal, alter, prejudice, or affect the Provisions made in 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, unto or near the Parish of Birmingham in the County of Warwick, and to terminate at or near to a certain Navigable Canal in or near to the Town of Birmingham called the Digbeth Branch of the Birmingham and Birmingham and Fazeley Canal Navigations*, whereby it is provided that the bottom Sill or Sills of the Lock upon the *Warwick and Birmingham Canal* which is nearest to its Junction to the lowest Pond of the said *Digbeth Branch* shall not be laid upon a lower Level than the lower Sills of the lower Lock erected upon the said *Digbeth Branch* of the *Birmingham and Birmingham and Fazeley Canal Navigations*; and that neither the Water in the lowest Pond of the said *Digbeth Branch*, nor the Water in the Pond of the *Warwick and Birmingham Canal* uniting or communicating therewith, shall be at any Time reduced, diverted,

or

or taken for any Use or Purpose whatsoever to a lower Level than Four Feet above the lower Sills of the said Locks, without the Consent of both the said Companies of Proprietors of the *Birmingham* Canal Navigations and of the Company of Proprietors of the *Warwick* and *Birmingham* Canal Navigation.

CII. And whereas it may be necessary, in the event of the said Company being required to make the Deviation herein-before provided for, to carry the said Cut or Canal hereby authorized to be made under the *Birmingham* and *Gloucester* Railway near to a Lane called the *Garrison Lane*, in the Parish of *Aston-juxta-Birmingham* in the County of *Warwick* aforesaid, by means of a Tunnel or Archway: And whereas it is necessary to provide against any Injury or Insecurity which may be occasioned to the said Railway thereby, and the free Passage thereof; be it therefore enacted, That the said Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation shall and they are hereby required, in case such Deviation shall be made as aforesaid, at their own Expence, to form, make, and complete in a proper Manner, under the Inspection and to the Satisfaction of the Engineer for the Time being of the said Railway Company, and in such Direction and Situation as he may point out, but so as not to alter the Line of the Canal, a good, firm, and substantial Tunnel or Archway under the said Railway, of Brick, Stone, or Iron, under which Tunnel or Archway the said Canal shall be made and carried, with proper Walls effectually to support the Embankment of the said Railway on each Side thereof; and the Opening or Span of the whole of the Arch of the said Tunnel or Archway shall not exceed Thirty Feet in the Clear between the Walls or Abutments thereof; and that the Crown of the Arch of the said Tunnel or Archway shall be at least Two Feet below the Level of the Rails of the said Railway; and the said Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation shall at all Times for ever after the said Tunnel or Archway shall be erected keep the same, and all the future Tunnels and Archways 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 Tunnel or Archway for the Time being, whether arising from the sinking thereof or any other Cause, and Notice thereof being given by the Agent or Engineer of the said Railway Company to the said Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation, or their Clerk, if the same last-mentioned 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 Tunnel or Archway, 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* and *Warwick* Junction Canal Navigation to the said Railway Company, upon Demand; and in default of such

Company to make Tunnel or Archway under the *Birmingham* and *Gloucester* Railway, if necessary.

Payment

Payment any Two or more of Her Majesty's Justices of the Peace for the said County of *Warwick*, or of the Borough of *Birmingham*, 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* and *Warwick* Junction Canal Navigation, 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* and *Warwick* Junction Canal Navigation, or otherwise the said Railway Company shall and may sue for and recover the same against the said Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Company not to interfere with the *Birmingham* and *Gloucester* Railway.

CIII. And be it further enacted, That neither the said Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation, nor any Person or Persons in execution or under colour of this Act, shall, in the Erection of such Tunnel or Archway, or by means of such Tunnel or Archway when erected, or in the Repair thereof, or in the Execution of any future Tunnels or Archways in lieu thereof, or of any of them, or by any other Means, alter the Course of the said *Birmingham* and *Gloucester* Railway after such Course shall be finally determined on, or hinder, obstruct, or impede the Formation thereof, or obstruct the Course of the said Railway, or impede the Passage thereon, or injure any of the Works thereof, or render the Traffic thereof insecure.

This Act not to prejudice the Rights of the *Birmingham* and *Gloucester* Railway Company.

CIV. Provided also, and be it further enacted, That nothing in this Act contained shall extend to prejudice or diminish, alter or take away, any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in the *Birmingham* and *Gloucester* Railway Company in and by 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.

CV. And be it further enacted, That if by reason or in the Execution of any Works by this Act authorized to be made, or by reason of the bad State of Repairs of any such Works, or of the Tunnel or Archway under the said *Birmingham* and *Gloucester* 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, or in case the Formation of the said Railway shall be obstructed or impeded, then and in such Case the said Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation shall pay to the said *Birmingham* and *Gloucester*



*Gloucester* 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 Clerk, Officer, or Agent of theirs, the said *Birmingham* and *Gloucester* 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 always, that nothing in this Act contained shall extend to prevent the said *Birmingham* and *Gloucester* 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 and empowered to sue for and recover such special, further, and other Damages accordingly.

CVI. 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* and *Warwick* Junction Canal Navigation, or any other Person or Persons, or Company, in execution or under colour of this Act, to take, prejudice, or interfere, either temporarily or permanently, with any of the Buildings, Lands, Grounds, or Property belonging to the said *Birmingham* and *Gloucester* Railway Company, now or hereafter to be used for the Purposes of the said Railway, without the Consent of the said Railway Company under their Common Seal first obtained, save and except so far as may be necessarily required for the Purpose of forming the said Tunnel or Archway under the said Railway; nor shall the said *Birmingham* and *Gloucester* Railway Company be responsible or accountable to the said Company of Proprietors of the said *Birmingham* and *Warwick* Junction Canal Navigation, or to any other Person or Persons, for any Damage or Prejudice that may be done to the said Canal and Works, or the Traders thereon or the Traffic thereof, in consequence of any Slips or giving way of the Embankment of the said Railway and Works which in its Consequences produce any such Damage or Prejudice as aforesaid, any Statute or Law to the contrary thereof in anywise notwithstanding.

Not to take the Land or Buildings of the said *Birmingham* and *Gloucester* Railway Company without Consent.

CVII. And be it further enacted, That the Master or Owner of any Boat, or any other Person whosever, who shall, by forcing or attempting to force any Boat through any Lock upon the said intended Canal, without the Consent of the Person having at such Time the Care, Control, or Management of such Lock, or by any other Means whatsoever, cause any Loss of Water to the said Company, shall forfeit to the said Company any Sum not exceeding Five Pounds, at the Discretion of any Justice of the Peace for the said

Penalty on causing a Waste of Water.

County of *Warwick*, before whom he shall be convicted of such Offence, the same to be recovered as any Penalty may be recovered under this Act,

Passage though Locks may be occasionally stopped.

Regulation as to Locks.

CVIII. And be it further enacted, That it shall be lawful for the said Company to order and direct that the Passage through all or any of their Locks 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*, or during any Part of such Hours or Periods, and at all or any other Times when the Darkness of the Night may render the Passage of Boats dangerous or injurious, or hazardous to their said Canal; but that at all Times not comprised in any such Order or Prohibition as lastly before mentioned all and every Part of the Canal hereby established, and all Locks thereon, shall be open for the Passage of Boats without any Interruption whatsoever, except by Accidents and necessary Repairs, and subject to such Regulations as shall from Time to Time be lawfully made by the said Company, or the Committee thereof.

Power to take Tolls.

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

For all Coal, Coke, Iron, Ironstone, Minerals, and other Goods whatsoever, except Lime and Limestone, which shall be carried or conveyed in either Direction along the whole Length of the said Canal, any Sum which the said Company shall from Time to Time direct, not exceeding the Sum of Three-pence Halfpenny *per Ton*:

For all Coal, Coke, Iron, Ironstone, Minerals, and other Goods whatsoever, except Lime and Limestone, which shall be carried or conveyed in either Direction upon any Part of the said Canal, not being the whole Distance, 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 Coke, Coal, Iron, Ironstone, Lime, Limestone, Minerals, and other Goods which shall pass in either Direction through One or more Locks on the said Canal, 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 Lime and Limestone which shall be carried or conveyed in either Direction upon any Part of the Canal hereby authorized to be made, any Sum which the Company shall from Time to Time direct, not exceeding One Penny *per Ton per Mile*.

Milestones to be erected.

CX. And be it further enacted, That in order the better to ascertain the Amount of Tonnage payable by virtue of this Act the said Company shall set up Milestones, marking every Mile, with proper Inscriptions, along the whole of the said intended Canal, commencing from the Junction with the *Warwick* and *Birmingham* Canal Navigation in *Bordesley*.

CXI. And

CXI. And be it further enacted, That it shall be lawful for the said Company, from Time to Time and at all Times hereafter, to demand, receive, and recover, for all Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods whatsoever, loaded, landed, or placed in or upon any of the public Wharfs of the said Company, over and above the several Tolls herein-before mentioned, the further Tolls following ; (that is to say,)

Tolls for  
Wharfage,  
weighing,  
and Cranage.

For the Wharfage of all Coal, Coke, Ironstone, Lime and Limestone, and other Minerals which shall be landed, loaded, or placed at or upon any of the Wharfs of the said Company, 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 and Limestone, and other Minerals whatsoever, which shall remain upon any of the Wharfs 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 Sum of One Farthing *per* Ton for every Fortnight which such Article shall remain upon such Wharf after the Expiration of the said Forty-eight Hours, and so after that Proportion for any less Period than a Fortnight :

For the Wharfage of all Goods (except Coal, Coke, Ironstone, Lime, Limestone, and other Minerals,) which shall be landed, loaded, or placed at or upon any of the Wharfs 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 of the Wharfs 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 Sum of One Halfpenny *per* Ton for every Week which such Articles shall remain upon such Wharf after the Expiration of the said Forty-eight Hours, and so after that Proportion for any less Period than a Week :

For the weighing of all Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods whatsoever, which the Owner thereof shall be desirous of having weighed, 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 hereafter in pursuance or under the Authority of this Act to be erected and made, any Sum which the said Company shall from Time to Time direct, not exceeding the Sum of Two-pence *per* Ton.

CXII. And for the better ascertaining of all Goods, Matters, or Things to be charged with the Payment of such several Tolls as herein-before are mentioned, and the Contents and Burdens of the Boats, be it further enacted, That One hundred and twenty Pounds Weight Avoirdupois shall for the Purposes of this Act be deemed as and for One Hundred Weight, and in all Cases Twenty Hundred Weight shall for the Purposes of this Act be deemed One Ton.

For ascer-  
taining  
Weight.

CXIII. And

Provision for  
fractional  
Parts of Tons  
and Miles.

CXIII. And be it further enacted, That in all Cases where there shall be a Fraction of a Ton a Proportion of the Toll payable by virtue of this Act shall be demanded and taken for such Fraction according to the actual Weight, but in all Cases where there shall be a Fraction of a Mile the Toll payable by virtue of this Act shall be the same Tonnage or Sum of Money *per* Ton as would be payable if the same had been carried or conveyed on the said Canal the whole Length of a Mile.

Power to  
reduce or  
advance  
the Tolls.

CXIV. 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*; provided also, that no Reduction or Advance shall be made in any of the Tolls *per* Mile in any Part of the Canal without a proportional Reduction on the Tolls *per* Mile in respect of the same Description of Articles, and that no Reduction or Advance in any of the Tolls hereby authorized to be taken 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 Canal, and in case any Reduction or Advance of 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 Canal, 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.

Recovery of  
Tolls.

CXV. And be it further enacted, That all Tolls becoming due to the said Company by virtue of this Act shall be paid to such Persons, at such Places near to the said Canal hereby authorized to be made, in such Manner, and under such Regulations, as the said Company shall in that Behalf direct or appoint; and in case of Refusal or Neglect of Payment of such Tolls, or any Part thereof, or any Arrear of such Tolls, on Demand, to the Person who shall be appointed by the said Company to receive the same, it shall be lawful for the said Company to sue for the same by Action of Debt or upon the Case in any of Her Majesty's Courts of Record at *Westminster*; and in every such Action it shall be sufficient for the Plaintiffs to declare that under or by virtue of a certain Act passed in the Third Year of the Reign of Her Majesty Queen *Victoria*, intituled [*here set forth the Title of this Act*], the said Company were lawfully possessed of or entitled to such Tolls as in and by the said Action are sought to be recovered, and to allege when, where, how, and wherefore

fore such Tolls accrued and became payable to the said Plaintiffs; or it shall be lawful for the Person to whom such Tolls ought to be or to have been paid and he is hereby empowered to seize and distrain the Goods or Boat for or in respect of which such Tolls ought to be or have been paid, and in any of the Cases aforesaid to detain such Goods or Boat (as the Case may be) until Payment of the Amount of all Tolls for which such Seizure and Distress shall have been made as aforesaid, together with reasonable Charges for such Seizure and Distress, and if such Distress or Distresses shall not be redeemed within Five Days after the taking thereof then to sell the same for the Recovery of the Tolls for which the same shall have been seized, as the Law directs in Cases of Distress for Rent in arrear.

CXVI. Provided always, and be it further enacted, That Tables of the Tolls which shall or may be from Time to Time payable or demandable by virtue of this Act, painted or printed in legible Characters, shall be affixed and continued at the Places where such Tolls shall be respectively payable, and shall be renewed or altered as often as the said Tolls shall be altered; and it shall not be lawful for the said Company to demand or take any such Tolls but for and during such Times as such Tables thereof respectively shall remain so affixed as aforesaid, unless the same shall have been removed, defaced, or obliterated otherwise than by the wilful Act or Neglect of the said Company; provided also, that the said Company shall and they are hereby required, when and as often as such Tables shall be removed, defaced, or obliterated, to replace and renew or repair the same (as the Case may require) within Twenty-one Days then next following.

Tables of Tolls to be set up.

CXVII. And be it further enacted, That if any Person shall wilfully or maliciously pull down, destroy, obliterate, or deface, or without the Consent of the said Company or their Agent first obtained remove or alter, any such Table so painted or printed as aforesaid, or any Part thereof, or any Number, Letter, Figure, or Mark thereon, every Person so offending shall forfeit and pay to the said Company any Sum not exceeding Five Pounds for every such Offence.

Penalty for defacing the Table.

CXVIII. And for the more easy Collection of the said Tolls hereby granted and directed to be paid, be it further enacted, That the Master, Owner, or other Person having the Care of any Boat passing on the said Canal hereby authorized to be made, or any Part thereof, shall give a just Account in Writing, signed by him, or by the Owner of such Boat or his Agent, to the Collectors of the said Tolls or other Officers or Persons to be appointed by the said Company to receive the said Tolls, or to require such Accounts at the Places where they shall attend for that Purpose, of the several Quantities, Qualities, and Weights of the Goods which shall be in or about such Boat, and of the Place from whence the same shall be brought upon the said Canal, and where he intends to unload or land the same, if upon the Line of the said Canal, or upon any Wharf or Premises belonging to the said Company, and also the Quantities, Qualities, and Weights of

Masters of Boats to give to the Collectors Accounts in Writing of the Goods on board.

[Local.]

13 Z

such

such Goods as shall have been discharged from or taken out of any Boat after it shall have entered the said Canal, and before its Arrival at the Place where such Account is to be given; and if the Goods contained in such Boat shall be liable to the Payment of different Tolls, then such Master, Owner, or Person shall specify the Quantities liable to the Payment of each of the said Tolls; and in case any such Master, Owner, or other Person shall neglect or refuse to give such Account, or to produce his Invoice or Bill of Lading to any such Collector, if demanded, or shall give a false Account, or shall deliver any Part of his Lading or Goods at any other Place, not beyond the Limits of the said Canal, or the Wharfs or Premises belonging to the said Company, than that mentioned in such Account, every Person so offending shall upon Conviction forfeit and pay to the said Company the Sum of Twenty Shillings for every Ton of Goods which shall be in such Boat respectively, over and above the respective Tolls payable for the same.

Penalty on  
Persons  
evading the  
Payment of  
the full Toll.

CXIX. And be it further enacted, That if any Person shall fraudulently carry or convey any Article or Thing whatsoever on the said Canal hereby authorized to be made, or any Part thereof respectively, on Payment of a lower Rate or Toll than that to which such Article or Thing shall be subject or liable, he shall, upon Conviction, forfeit and pay to the said Company, for every such Offence, any Sum not exceeding Five Pounds, over and above the Toll to which such Article or Thing is liable.

For settling  
Disputes  
about the  
Amount of  
Tolls.

CXX. Provided always, and be it further enacted, That if any Disputes shall arise concerning the Amount of any such Toll due, or the Charges occasioned by any such Distress as aforesaid, it shall be lawful for the Collector or Person so distraining to retain such Distress, or the Money arising from the Sale thereof, as the Case may happen, until the Amount of the Toll due, and the Charges of seizing, distraining, keeping, or selling such Distress, as the Case may happen, shall be ascertained by some Justice of the Peace for the said County of *Warwick*, who, upon Application made to him for that Purpose, shall examine the Matter upon Oath of the Parties or other Witness or Witnesses, and determine the Amount of the Toll due; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the Parties to the other of them as he shall think just and reasonable; and in case of Nonpayment thereof, on Demand, such Costs shall be levied by Distress and Sale of the Goods of the Party liable to pay the same, by Warrant under the Hand and Seal of such Justice.

Penalty on  
fraudulently  
unloading  
Goods to  
avoid Pay-  
ment of  
Tolls.

CXXI. And be it further enacted, That if the Master, Owner, or other Person having the Care of any Boat upon the said intended Canal, or any Part thereof, shall, with Intent to avoid the Payment of any Tolls payable to the said Company, unload or take into any Boat any Goods whatsoever liable to pay any of the Tolls due and payable to the said Company by virtue of this Act, at any other Place than at the public or private Wharfs or Quays upon or belonging to such Canal, without having first obtained a Consent in Writing for that Purpose from the Committee of the said Company, or some or one of the

the Agents or Collectors of the Tolls of the said Company duly authorized for that Purpose, or if any Person shall do any other Act with Intent to evade the Payment of any such Tolls, then and in every such Case every such Person so offending shall upon Conviction forfeit and pay to the said Company for every such Offence any Sum not exceeding Five Pounds.

CXXII. And be it further enacted, That if any Difference shall arise between any Collector of the said Tolls, and the Owner or Person having the Charge of any Boat or Goods, concerning the Weight or Quantity of such Goods, and the same cannot be settled and adjusted without unloading such Boat, and weighing, measuring, or gauging such Goods, it shall be lawful for the said Company, or their said Collector, and they or he are or is hereby authorized and empowered, to charge the Weight of such Goods by and according to the Weight thereof declared by the Gauge of such Boat, or the graduated Index thereon ; and that all such Collectors or others, the authorized Agents of the said Company, shall be at liberty to enter any such Boat, and to examine the Contents thereof, as they shall see Occasion, for ascertaining the Tolls payable in respect thereof.

If any Differences arise concerning Weights, the Collectors may weigh or measure the Boats.

CXXIII. And be it further enacted, That every Toll Collector shall place his Christian and Surname, painted or printed on a Board in legible Characters, in the Front or in some other conspicuous Part of the Stop Gate or Toll House where he shall be on Duty, immediately on his coming on Duty, each of the Letters of such Christian and Surname to be at least Three Inches in Length and of a Breadth in proportion, and painted or printed either in White Letters on a Black Ground or Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be on Duty ; and if any such Toll Collector shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty, or shall wilfully demand or take a greater or less Toll from any Person than he shall be authorized to do by virtue of the Powers of this Act, or of the Orders of the said Company made in pursuance thereof, or shall not permit any Person to read or shall in anywise hinder any Person from reading the Inscriptions on the Board to be affixed and placed as aforesaid, or shall refuse to tell his Christian Name and Surname to any Person who shall demand the same, on having paid the said Tolls or any of them, or shall in answer to such Demand give a false Name or Names, or upon the legal Tolls being paid or tendered shall unnecessarily detain, or wilfully obstruct, hinder, or prevent, any Boat from passing along the said intended Canal, or shall use any scurrilous or abusive Language to any Member of the Committee or any Officer of the Company, or to any Passenger, Owner, or Master in or of any Boat, or other Person having the Care thereof, then and in every such Case every such Toll Collector shall upon Conviction forfeit and pay to the said Company for every such Offence any Sum not exceeding Ten Pounds.

For preventing Collectors misbehaving.

CXXIV. And be it further enacted, That no Boat shall pass a Lock or be navigated upon any Part of the said intended Canal that shall have a square Head or Stern or Projection at the Side or Bottom thereof,

As to the Construction of Boats.

thereof, or be constructed in any respect so as to injure or tend to injure the Locks, Bridges, Masonry, Banks, Lining, Puddling, or other Works of the said Canal, without the previous special Permission of the Committee of the said Company, or their Clerk for that Purpose duly authorized; and it shall be lawful for the said Company, their Servants or Agents, to stop any such Boat, and prevent it from passing any Lock, or navigating the said Canal or any Part thereof.

Owners to put their Names on Outside of Boats.

Boats, &c. to be gauged, weighed, and indexed.

CXXV. And be it further enacted, That the Owner of every Boat navigating the said intended Canal shall cause his Christian and Surname, and the Number of his Boat, to be painted or affixed in large Capital Letters and Figures Two Inches high at the least, and of a proportionate Breadth, on some conspicuous Part of the Outside of such Boat, so as to be always open to view; and every Owner, Master, or Person having the Care, Charge, or Management of any Boat passing upon the said Canal shall, upon Demand, permit and suffer every such Boat, when not laden, to be gauged, weighed, or measured, at the Expence of the said Company, whenever it shall be required by them, or any Person appointed for that Purpose, at such Place on the said Canal or Works of the said Company as they shall appoint; and that the Person so to be appointed to gauge, weigh, and measure any such Boat shall from Time to Time enter in a Book to be kept for that Purpose the Particulars of the Measurement and Weight thereof, and shall also, at the Expence of the said Company, affix on such Boat an Iron or other Plate containing the Gauge Number thereof; and every Owner or other Person having the Care of any Boat who shall conduct the same along the said Canal or any Part thereof without having such Name and Figures thereon as aforesaid, or who shall alter, erase, or deface the same, or shall paint or affix thereon any false Name or Figure, or who shall remove, deface, or destroy any such Plate or Gauge Number affixed thereon as aforesaid, or shall fix any false Plate thereon, or shall do or permit any other Act whereby the Plate or Gauge Number of such Boat shall be altered, without previous Notice given thereof to the said Company, or their Collector or Clerk, or who shall refuse to permit the same to be gauged, measured, or weighed, shall upon Conviction forfeit and pay for every such Offence any Sum not exceeding Five Pounds; and it shall be lawful for the said Company, or any Agent, Lock Keeper, or Servant of the said Company, to prevent any Boat that shall not be so marked as aforesaid from passing any Lock on the said Canal, or being navigated upon any Part thereof.

Owners of Boats to be accountable for Damage done by their Servants.

CXXVI. And be it further enacted, That the Owner of every Boat passing along the said intended Canal or any Part thereof shall be answerable for any Trespass, Damage, Spoil, or Mischief that shall be done by his Boat, or by any Horse, Mule, or other Cattle drawing the same respectively, or by any Person belonging to or employed in or about the same respectively, to the said Canal, or to the Reservoirs, Locks, Bridges, Engines, or other Works or Conveniences belonging thereto, or by the loading or unloading of any Boat, or by any Means whatsoever, and for any Trespass or Damage which may be done to the Owners or Proprietors of any Buildings or other Erections, Lands, Tenements,



Tenements, or Hereditaments, adjoining or lying near the said Canal or other Works; and the Owner of such Boat shall, for every such Damage, upon Conviction of such Person before some Justice of the Peace acting for the said County of *Warwick*, pay to the Person injured the Damages, to be ascertained by such Justice, provided that such Damages do not exceed the Sum of Twenty Pounds; or if the Damages shall exceed the Sum of Twenty Pounds, then and in such Case the Owner of any such Boat may be sued and prosecuted for the same in any of Her Majesty's Courts of Record at *Westminster*; and if a Verdict or Judgment shall be given against him, either on Proof made, or by Default, or upon Demurrer, the Plaintiff in such Case shall recover his Damages thereby sustained; and if the Owner of any Boat passing along the said Canal or any Part thereof respectively shall be compelled to make any Satisfaction for any Damages by reason of any wilful Neglect or Default of his Servant or Boatman, then and in such Case every such Servant or Boatman shall be liable to repay such Satisfaction for Damages, with the Costs attending the same, to such Owner, and in case of Non-payment thereof, on Demand, the same shall be recovered by such Owner in like Manner as any Penalty can or may by virtue of this Act be recovered.

Owners may recover from their Servants.

CXXVII. And be it further enacted, That the said Company shall, in such Parts of the said intended Canal as shall not be of sufficient Breadth for admitting a Boat to turn about or lie, or for Two Boats to pass each other, open or cut proper Spaces or Places in the Lands adjoining to the said Canal, at convenient Distances from each other, for the turning, lying, and passing of any such Boat; and the said Boats being hauled or navigated upon the said Canal shall, upon meeting any other Boat, stop at or go back to and lie in the said Spaces or Places in such Manner as the Committee of the said Company shall direct; and the Powers and Provisions herein-before contained with respect to purchasing and taking Lands, Tenements, or Hereditaments, for the Purpose of making the said Canal hereby authorized to be made, shall be and the same are hereby extended to the purchasing and taking of Land for the Purpose of making such Spaces or Places as aforesaid; and the Land so purchased and taken for the Purpose last aforesaid shall be treated and considered as if taken for the Purpose of making the said Canal hereby authorized to be made, and not as forming Part of the additional Fifty Acres herein-before authorized to be taken for other Purposes connected with the Concerns of the said Company.

Proper Places to be made for Boats to turn and lie in.

CXXVIII. And be it further enacted, That if any Boat shall be placed in any Part of the Canal hereby authorized to be made, so as to obstruct the Navigation thereof, and the Person having the Care of such Boat shall not, immediately upon Request made for that Purpose, remove the same, he shall upon Conviction forfeit and pay to the said Company for every such Offence a Sum not exceeding Twenty Shillings, and a further Sum not exceeding Twenty Shillings for every Hour such Obstruction shall continue; and it shall be lawful for the Agents or Servants of the said Company to cause any such Boat to be unloaded, if necessary, and to be removed in such Manner

Boats lying so as to obstruct Navigation to be removed.

[*Local.*]

14 A

as

Boats sunk to be weighed up.

as shall be proper for preventing such Obstruction in the Navigation, and to seize and detain such Boat, and the Lading thereof, or any Part of such Lading, until the Charges occasioned by such unloading and Removal are paid; and if any Boat shall be sunk in any Part of the said Canal hereby authorized to be made, and the Person having the Care of such Boat shall not, without Loss of Time, weigh or draw up the same, it shall be lawful for the Agents or Servants of the said Company, or any of them, to cause such Boat to be weighed or drawn up, and to detain and keep the same till Payment be made of all Expences necessarily occasioned thereby.

Penalty on obstructing the Canal, floating Timber thereon, or trespassing on Land adjoining.

CXXIX. And be it further enacted, That if any Person shall suffer the Lading of any Boat passing or being on the said Canal hereby authorized to be made, to lie over the Sides thereof so as to obstruct the Passage of any other Boat, or to do any Damage thereto, or to any of the Works of the said Company, or shall load or unload any Goods in or over any of the Locks of the said Company, or shall navigate or cause to be navigated any Boat through or upon the said Canal without a Rudder to steer or guide the same, or without a skilful Person on board to steer or manage such Boat, and also a Person attending to the Horse, Mule, or other Cattle drawing the same, or shall float any Timber in or upon the said Canal, or shall cut any Corn or Grass growing on any Lands adjoining or contiguous to the said Canal, without the Consent of the Owner thereof respectively, or shall wilfully commit any Trespass on any such Lands, with or without his Horse, Mule, or other Cattle, or shall wilfully obstruct or prevent any Person in the Execution of this Act, every Person so offending in any of the Cases aforesaid shall, upon Conviction, forfeit and pay to the said Company, for every such Offence, a Sum not exceeding Five Pounds.

Penalty on overloading Boats.

CXXX. And be it further enacted, That if any Person having the Care of any Boat passing or being upon the said intended Canal which shall be so overloaded as to obstruct the Passage of any other Boat shall not, immediately upon the Requisition of any Officer of the Company, remove the same Boat, or the excessive Load thereof, so as to make a free Passage for other Boats to pass each other, every such Person shall, upon Conviction, forfeit and pay to the said Company for every such Offence a Sum not exceeding Five Pounds.

Penalty on throwing Ballast, &c. into the Canals.

CXXXI. And be it further enacted, That if any Person shall throw any Ballast, Gravel, Dirt, Stones, Rubbish, dead Animal, or other Nuisance, into the said intended Canal hereafter to be made, or any Part thereof, or shall drown any Animal therein, every such Person shall, upon Conviction, forfeit and pay to the said Company for every such Offence a Sum not exceeding Five Pounds.

Penalty on throwing Rubbish on Towing Paths.

CXXXII. And be it further enacted, That if any Person shall, without the Consent of some authorized Officer of the said Company, throw, cast, or lay on any Part of any Bank or Towing Path belonging to the said intended Canal, and not on any Wharf or other

other Place appointed for such Purpose, any Dung or other Manure, Dust, Ashes, Rubbish, or other Matter, every such Person so offending shall, upon Conviction, forfeit and pay to the said Company for every such Offence a Sum not exceeding Forty Shillings.

CXXXIII. And be it further enacted, That if any Person shall ride, lead, or drive any Horse, Ass, Mule, or other Beast, (not being actually employed in towing or hauling a Boat on the said Canal,) or drive or conduct any Cart or other Vehicle whatsoever on any Towing Path belonging to the said intended Canal, or shall load or unload any Boat from or upon or carry or convey such Loading across any such Towing Path, without the Consent of the Committee, or the Clerk or other Agent or Officer of the said Company, every such Person so offending shall, upon Conviction, forfeit and pay to the said Company, for every such Offence, a Sum not exceeding Forty Shillings.

Penalty for riding on Path, and for unloading Boats across the same.

CXXXIV. And be it further enacted, That no Shaft, Pole, or Instrument used or to be used in propelling or navigating any Boat on the said Canal, and pointed or shod with Iron or other Metal, shall be carried in any such Boat along any Part of the said intended Canal; and it shall be lawful for the Agents or Servants of the said Company to seize such Poles, Shafts, or Instruments, in case they shall be found on board any such Boat, and to stop and detain any such Boat until such Poles, Shafts, or Instruments shall be delivered up; and the Person having the Care of such Boat shall, upon Conviction, forfeit and pay to the said Company a Sum not exceeding Five Pounds for every such Pole, Shaft, or Instrument found on board his Boat.

Boats not to carry Poles shod with Iron.

CXXXV. And be it further enacted, That in case any Person shall bathe in the said intended Canal or any Part thereof, or in any Waterway, Reservoir, or Feeder, being the Property of the said Company, without the Permission of the said Company, or some Agent of the said Company, it shall be lawful for any Justice of the Peace for the said County of *Warwick*, and he is hereby required, upon Complaint made to him by any Witness of such Offence, to issue a Warrant to apprehend the Person so accused, or it shall be lawful for any Person who shall see such Offence committed to apprehend, and also for any Person to assist in apprehending the Offender, and by Authority of this Act, without any other Warrant, to deliver him into the Custody of a Peace Officer, in order to be secured forthwith, and conveyed before some Justice of the Peace for the said County; and on the Party accused being brought before such Justice of the Peace such Justice shall proceed to examine upon Oath any Witness who shall appear and be produced to give Evidence touching such Offence; and every such Person, being convicted, either by his Confession or upon such Evidence as aforesaid, shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings; and in case such Offender shall not upon Conviction forthwith pay such Penalty by him incurred, such Justice may commit such Offender to the Common Gaol or House of Correction for the said County, or to such other Place of Confinement within his Jurisdiction

Penalty for bathing in the Canal.

Jurisdiction as he shall think proper, for any Time not exceeding One Calendar Month; but such Offender shall be discharged before the Expiration of the Time for which he shall be so committed, if such Penalty as aforesaid be sooner paid.

Regulations  
for Boats  
passing the  
Locks.

CXXXVI. And be it further enacted, That every Boatman or other Person employed in navigating any Boat upon the said intended Canal, through any Lock thereon, or the Stop-lock herein-before authorized to be made, shall, in going down the same from a higher to a lower Level, carefully shut the lower Gates of every such Lock, and the Paddles, Cloughs, and Sluices thereunto belonging, before he shall draw the Paddles, Cloughs, or Sluices of the upper Gates thereof, and after he shall have brought his Boat into such Lock shall shut the upper Gates, and the Paddles, Cloughs, or Sluices thereof, before he shall draw the Paddles, Cloughs, or Sluices of the lower Gates thereof; and in going up the said Canal from a lower to a higher Level such Boatman or other Person shall first guide his Boat into the said Lock, and carefully shut the lower Gates thereof, and the Paddles, Cloughs, or Sluices thereto belonging, before he shall draw the Paddles, Cloughs, or Sluices of the upper Gates thereof, and as soon as he shall have passed with his Boat out of the said Lock such Boatman or other Person shall securely shut the upper Gate thereof, and the Paddles, Cloughs, or Sluices thereto belonging; and at all Times a Boat going up the said Canal, if within Sight of any Boat coming down, and at a Distance not exceeding One hundred Yards below a Lock, shall, if such Lock be empty, pass through the same before the Boat coming down, and then the Boat above such Lock shall come down; but in case such Lock shall be full, then the Boat coming down shall pass through the same before the Boat going up, and then the Boat below such Lock shall go up; and if there shall be more Boats than One below and above any Lock at the same Time within the Distance aforesaid (which Distance shall be distinguished by a Post or Mark to be set up or made for that Purpose), such Boats shall go up and come down at such Lock by Turns as aforesaid, until all the said Boats going up and coming down shall have passed, by which Means One Lock full of Water may serve Two Vessels; and if any Boatman or other Person shall act contrary to the Rules herein-before laid down, and shall be convicted thereof before any Justice of the Peace for the County, Town, or Place in which the Offence shall be committed, upon the Oath of One Witness, every such Person so offending, as also the Master or other Person having the Care of such Boat, shall forfeit and pay to the said Company, for every such Offence, any Sum not exceeding the Sum of Forty Shillings.

Preference  
may be given  
to Fly Boats.

CXXXVII. And be it further enacted, That it shall be lawful for the said Company from Time to Time to authorize and permit any Boat of the Description usually called Fly Boats, carrying light Goods, to pass any Lock before a Boat laden with Coals, Timber, Stones, Lead, Minerals, or other heavy Goods, provided such Fly Boats be within One hundred Yards of the Lock at which such Preference is given.

CXXXVIII. And

CXXXVIII. And be it further enacted, That if any Person who-  
soever shall wantonly or unnecessarily open or cause to be opened  
any Lock, Paddle, Valve, Sluice, or Clough belonging to the said  
intended Canal, or any Part thereof, or the said Stop-lock, or shall  
wilfully or negligently suffer any Boat to strike or run against any of  
the Bridges, Gates, or Locks thereof, or shall flush or draw off the  
Water from any Part of the said Canal, or any Reservoir, Watercourse,  
Trench, or Feeder belonging thereto, or otherwise mis-spend or waste  
such Water, every Person so offending in any of the said Particulars  
shall, upon Conviction, forfeit and pay to the said Company, for every  
such Offence, a Sum not exceeding Five Pounds.

Penalties on  
wilfully or  
carelessly  
wasting the  
Water or in-  
juring Lock  
Gates, &c.

CXXXIX. And be it further enacted, That in case any Boatman  
or other Person employed in navigating any Boat on the said intended  
Canal shall pass with any Boat any Drawbridge or Swivel-bridge laid  
across or over the said Canal, and shall neglect to shut and fasten  
such Bridge after such Boat shall have passed such Bridge, so that  
by such Neglect the free Passage for Travellers over any such Bridge  
shall be interrupted, every such Boatman or other Person guilty of  
such Neglect shall, upon Conviction, forfeit and pay for every such  
Offence a Sum not exceeding Forty Shillings; and if any Person shall  
wilfully open any such Drawbridge or Swivel-bridge when no Vessel  
is to pass through the same, so as to interrupt a free Passage over the  
same for Travellers, such Person shall, upon Conviction, forfeit and  
pay a Sum not exceeding Forty Shillings.

Penalty for  
not shutting  
Draw-  
bridges.

CXL. And be it further enacted, That if the Master or other  
Person having the Care of any Boat shall (unless compelled by some  
inevitable Accident or other reasonable Cause) permit or suffer such  
Boat to lie or be moored in the Night in any Part of the said intended  
Canal other than and except at some Wharf or Quay, or in some  
Basin or Place appointed for Boats to lie or moor in, he shall, upon  
Conviction, forfeit and pay to the said Company for every such Offence  
a Sum not exceeding Forty Shillings.

For prevent-  
ing Boats  
stopping at  
improper  
Places and  
Times.

CXLI. And be it further enacted, That if any Person shall wilfully,  
maliciously, and to the Prejudice of the said Navigation, break, throw  
down, damage, or destroy any Reservoir, Aqueduct, Feeder, Bridge,  
Bank, Lock, or other Works of the said Company, or do any other  
wilful Hurt or Mischief to, or obstruct, hinder, or prevent the  
making, completing, supporting, and maintaining of the said Canal  
and Works connected therewith, or any of them, every Person so  
offending, and being thereof lawfully convicted, on the Oath of some  
credible Witness, before One of Her Majesty's Justices of the Peace  
for the said County of *Warwick*, shall forfeit any Sum not exceeding  
Five Pounds, over and above the Value of the Damage proved  
upon Oath to be done, at the Discretion of such Justice.

For prevent-  
ing Damage  
to the Works.

CXLII. And be it further enacted, That in case any Coal, Coke,  
Ironstone, Lime, Limestone, Minerals, or other Goods, shall, without  
the Consent of the said Company, their Agents or Officers, be at  
any Time placed, landed, or deposited on any public Wharf belonging  
to the said Company, in such Manner as to impede or obstruct the  
[*Local.*] 14 B Passage

To prevent  
Obstructions  
on the Com-  
pany's  
Wharfs.

Passage to or from the Landing Place on such Wharf, or in any Manner obstruct, impede, or block up the Passage to or from any Crane belonging to the said Company, then and in every such Case, and so often as the same shall happen, the Owner or Carrier of such Coal, Coke, Ironstone, Lime, Limestone, Minerals, or other Goods, or other Person having the Care of the same, shall, on Conviction, forfeit and pay to the said Company for every such Offence a Sum not less than Five Shillings nor exceeding Five Pounds; and in case the whole of the said Coal, Coke, Ironstone, Lime, Limestone, Minerals, or other Goods, by which any Wharf or Crane of the said Company may at any Time be obstructed, impeded, or blocked up as aforesaid, shall not be removed or taken away within the Space of Six Hours from the Time when Complaint shall have been made of the same by any Agent of the said Company, to the Owner or Carrier thereof, or Person having Charge of the same, it shall be lawful for the said Company to cause such Coal, Coke, Ironstone, Lime, Limestone, Minerals, or other Goods to be removed or taken away, and to charge the Expence of the Removal of the same to the Owner or Carrier or other Person having Charge of the same, and to impound such Coal, Coke, Ironstone, Lime, Limestone, Minerals, or other Goods in such Place as the said Company shall think proper, until such Expence, together with the Penalty for causing such Impediment or Obstruction, and all Tolls or other Charges due thereon to the said Company, shall have been fully paid and discharged.

For compelling Persons to remove Goods from the Wharfs.

CXLIII. And be it further enacted, That in case the Owner or Carrier, or other Person having Charge of any Coal, Coke, Ironstone, Lime, Limestone, Minerals, or other Goods, which shall be deposited or lying on any public Wharf belonging to the said Company, shall not, within the Space of Seven Days after Notice in Writing requiring the Removal thereof, and signed by the Clerk or other Agent or Officer of the said Company, shall have been given to such Owner, Carrier, or other Person, or any of them, or left at his usual or last known Place of Abode, remove and carry away such Coal, Coke, Ironstone, Lime, Limestone, Minerals, or other Goods from such Wharf, then and in every such Case, and so often as the same shall happen, such Owner, Carrier, or other Person shall forfeit and pay to the said Company for every such Offence a Sum not less than Ten Shillings nor exceeding Five Pounds; and it shall also be lawful for the said Company, at any Time after the Expiration of the said Seven Days, to cause such Coal, Coke, Ironstone, Lime, Limestone, Minerals, or other Goods to be removed or taken away, and to charge the Expence of the Removal to the Owner, Carrier, or other Person having Charge of the same, and to impound such Coal, Coke, Ironstone, Lime, Limestone, Minerals, or other Goods in such Place as the said Company shall think proper, until such Expence, together with the said Penalty, and Tolls or other Charges due to the said Company thereon, shall have been fully paid and discharged.

Passage on the Canal to be free on Payment of Tolls.

CXLIV. And be it further enacted, That all Persons shall have free Liberty to use the Roads, Ways, and Passages (except the Towing Paths) to or from the said intended Canal, with Horses, Cattle, and Carriages,

Carriages, for the Purposes of conveying Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods to or from the same and every Part thereof, and also to navigate and use the said Canal with Boats properly constructed, and to use the Towing Paths for hauling and drawing such Boats, and to employ the Wharfs and Quays for loading and unloading such Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods, upon Payment only of such Tolls as shall be demanded by the said Company, not exceeding the respective Sums herein mentioned, and subject to the Rules and Regulations which shall be from Time to Time made by the said Company by virtue of the Powers herein granted.

CXLV. Provided always, and be it further enacted, That no Boat of less than Seventy Feet in Length or more than Seven Feet in Breadth, nor any Boat loaded with less Burden than Fifteen Tons, shall navigate the said Canal, or pass through any of the Locks belonging to the said Company, unless with the Consent of the said Company, or their authorized Agent for the Time being, first had and obtained in Writing, and upon such Terms as they shall think proper, or unless such Boat (being of the Length aforesaid) shall be returning after having delivered its Lading, or be going to any Coal Pit, Mine, or Foundry for its Load.

Vessels under a certain Length or Tonnage, or above a certain Breadth, not permitted to pass without Leave.

CXLVI. And be it further enacted, That if at any Time hereafter any Ditch or Drain belonging to any Owner or Occupier of Lands adjoining or lying contiguous to the said Canal or other Works hereafter to be made, or any of them, or which any such Owner or Occupier would otherwise be liable to cleanse or keep open, shall, by reason of its not being sufficiently cleansed or opened, hinder or obstruct the free Passage of the Water from the Drains, Culverts, and Passages belonging to the said Company, and the same shall not be perfectly cleansed and opened within Twenty-one Days after Notice in Writing signed by the Clerk to the said Company shall have been given thereof to or left at the Place of Abode of such Owner or Occupier, by any Agent of the said Company, it shall then be lawful for the said Company (an Order in Writing for the said Purpose having been first obtained from any Two or more Justices of the Peace for the said County of *Warwick*) from Time to Time, as often as there shall be Occasion, to open and cleanse, or cause to be opened and cleansed, such Ditch or Drain; and the reasonable Expences thereof, when ascertained and allowed by such Justices, or any Two of them, shall be repaid to the said Company by such Owner or Occupier as aforesaid; and in case of Refusal to satisfy the same for the Space of Three Calendar Months after Demand shall have been made thereof, such Charges and Expences shall and may be recovered and levied in such Manner as Penalties are herein-after directed to be recovered.

Ditches for carrying off Water from the Drains of the Navigation to be kept open.

CXLVII. And be it further enacted, That the said Company shall, at their own proper Costs and Charges, make or cause to be made Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of or into the said intended Canal, and the Towing Paths or the Sides thereof, of such Breadth, Depth, and Dimensions

Drains to be made to convey Water from adjoining Lands.

as

as shall be sufficient at all Times to convey the Water clear from the Lands adjoining or lying near to such Canal, and likewise make or cause to be made such back Drains as may be necessary and shall be sufficient to carry off any Water which may ooze or pass through any of the Banks of such Canal to the Prejudice of any of the Lands or Grounds contiguous thereto; and also make, in proper Situations, watering Places for Cattle, where by means of such Canal the Cattle of any Person occupying Lands adjacent to such Canal shall be deprived of their ancient watering Places, and supply the same at all Times with Water; and all such Arches, Tunnels, Culverts, Drains, and other Passages and watering Places shall from Time to Time be supported, maintained, cleansed, scoured, and kept in good and sufficient Repair by the said Company; and if at any Time after One Calendar Month's Notice in Writing shall, by or on behalf of any Owner or Occupier of Lands adjoining or lying near to the said Canal, be given to the said Company, that the said Arches, Tunnels, Culverts, Drains, back Drains, or other Passages or watering Places, or any of them, are or is not made, cleansed, maintained, and repaired, according to the true Intent and Meaning of this Act, it shall be lawful for any Person to apply for and obtain an Order in Writing from any Two or more Justices of the Peace for the said County of *Warwick*, from Time to Time, as often as there shall be Occasion, and the said Justices are hereby authorized and required, at their Discretion, to grant such Order as aforesaid, enabling such Person to make, cleanse, and repair such Arches, Tunnels, Culverts, Drains, back Drains, or other Passages or watering Places accordingly, and the reasonable Expences thereof (to be ascertained by the said Justices) shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of One Calendar Month after Demand thereof made upon the said Company, such Expences shall and may be recovered and levied by such Owner or Occupier in such Manner as any other Money is by this Act directed to be recovered from the said Company.

Company to  
fence off the  
Towing  
Paths from  
the adjoining  
Grounds.

CXLVIII. And be it further enacted, That the said Company shall, at their own Costs, divide and separate, and keep constantly divided and separated, the Towing Paths on the Side of the said intended Canal, or such Part thereof respectively as shall be declared necessary by any Two or more Justices of the Peace of the said County of *Warwick*, from the adjoining Lands or Grounds, by Posts or Rails, Hedges, Ditches, Trenches, Banks, or other Fences, sufficient to keep off Sheep and other Cattle, to be set out and made on the Lands or Grounds hereby vested in the said Company, or which shall be purchased by, conveyed to, or vested in the said Company as aforesaid; and the said Company shall, at their own proper Costs and Charges, from Time to Time maintain and support all such Towing Paths, and the Posts, Rails, Hedges, Ditches, Trenches, Banks, and other Fences now existing or hereafter to be set up and made for the Purposes aforesaid, and also shall, at their like Costs and Charges, make, erect, and set up such and so many convenient Gates, Bridges, and Stiles in and over all the Hedges and Fences to be by them so made on the Side of such Towing Paths as aforesaid, and also such Bridges, Arches, and Passages over, under, and through the said Canal, and the said Trenches, Streams, and Water-courses,



courses, with proper Approaches to such Bridges and Passages respectively, as any Two or more such Justices shall from Time to Time judge necessary and appoint, for the Use of the Owners and Occupiers of the Lands and Grounds or Hereditaments adjoining to the said Canal, and also shall, at their like Costs and Charges, from Time to Time maintain, support and repair all such Gates, Bridges, Stiles, Arches, and Passages hereafter to be made, erected, and set up for the Purposes aforesaid, and shall do and perform all the several Matters aforesaid in such Manner and at such Time as any Two or more such Justices shall from Time to Time appoint.

CXLIX. And be it further enacted, That in case the said Company or their Agents shall neglect or refuse to divide and separate, and to keep divided and separated, the Towing Paths of the said Canal in manner herein-before directed, or to make, erect, and set up such Gates, Bridges, and Stiles in and over the Fences on the Sides of the said Towing Paths, or such Bridges, Arches, and Passages over, under, or through the said Canal, and the said Trenches, Streams, and Watercourses as aforesaid, or to repair such Gates, Bridges, Stiles, Arches, and Passages for the Space of One Calendar Month next after the Time to be appointed by the said Justices as aforesaid, and after Notice shall have been given by or on behalf of the Owner of any such Lands or other Hereditaments who shall find himself aggrieved by any such Refusal or Neglect, to the said Company, then and in every such Case it shall be lawful for any Owner or Occupier of the said adjacent Lands or Hereditaments who shall find himself aggrieved as aforesaid to make, erect, and set up or repair (as the Case may be) all such Gates, Bridges, Stiles, Arches, and Passages as shall be necessary, and shall have been before directed or appointed by the said Justices to be made, erected, and set up or repaired by the said Company as aforesaid, so that in making, erecting, and setting up or repairing such Works the said Canal, or the Banks thereof, shall not be stopped or injured for any longer Space or Time or in any other Manner than shall be necessary for the doing thereof; and all the reasonable Costs and Charges thereof (to be settled and allowed by the said Justices) shall be repaid by the said Company to the Owner or Occupier of the said adjacent Lands or other Hereditaments who shall have so made, erected, and set up or repaired such Works as aforesaid; and in case the same shall not be paid to the said Owner or Occupier by the said Company within Ten Days after Demand, then the same shall and may be recovered from the said Company in the same Manner as any other Money is by this Act directed to be recovered from the said Company.

In case of Neglect, the adjoining Owners and Occupiers may do it at the Company's Expence.

CL. Provided always, and be it further enacted, That if any Owner or Occupier of any Lands or other Hereditaments by or through which the said intended Canal shall be made shall at any Time hereafter choose to make or erect any Arches, Tunnels, Culverts, Drains, back Drains, Passages, watering Places, Posts, Rails, Hedges, Ditches, Trenches, Banks, Fences, Gates, or Bridges, besides such as the said Justices shall have so directed or appointed to be made by the said Company, then and so often and in any such Case it shall be lawful for any such Owner or Occupier, with the Approbation and

Adjoining Owners or Occupiers may erect additional Gates, &c.

[*Local.*]

14 C

Consent

Consent of the Committee of the said Company, to make, fix, and erect, at his own proper Costs and Charges, such Arches, Tunnels, Culverts, Drains, back Drains, Passages, watering Places, Posts, Rails, Hedges, Ditches, Trenches, Banks, Fences, Gates, or Bridges, of the same or the like Construction as others made by the said Company, in, over, or near to the said Canal, or the Towing Paths thereof, in such Places as such Owner or Occupier shall judge most necessary and convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands or other Hereditaments, and to repair and support the same, at his own like Costs and Charges, as Occasion shall require, so that the Navigation of, in, or upon the said Canals be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than the same would necessarily have been if such Arches, Tunnels, Culverts, Drains, back Drains, Passages, watering Places, Posts, Rails, Hedges, Ditches, Trenches, Banks, Fences, Gates, or Bridges had been made or erected by the said Company as aforesaid.

Lords of  
Manors and  
Owners may  
make Wharfs  
on their own  
Lands.

CLI. And be it further enacted, That it shall be lawful for the Lord of any Manor, and the Owner of any Lands or Grounds near to or through or by which the said intended Canal or any Part thereof shall pass, to erect and use any Wharfs, Quays, Landing Places, Cranes, Weighing Machines, or Warehouses in or upon his Waste Lands or Grounds adjoining or near to such Canal or any Part thereof, and to land any Coal, Coke, Ironstone, Lime, Limestone, Minerals, and other Goods upon such Wharfs or Landing Places, or upon the Banks lying between the same and the said Canal, or any Part thereof, and also to make and use proper and convenient Places for Boats to lie and turn in and pass each other, but so nevertheless that no such Wharf, Quay, Landing Place, Crane, Weighing Machine, or Warehouse, Lying or Turning Place, shall be made, erected, or set up on the Towing Path Side of the said Canal, without the special Licence and Consent of the said Company; and that all Tolls which shall be paid for the Use of such Wharfs, Quays, Landing Places, Cranes, Weighing Machines, and Warehouses respectively shall be and the same are hereby accordingly vested in the Lord of such Manor, or the Owner of such Lands or Grounds, who shall make and erect the same as aforesaid, and his Representatives: Provided always, that the upright Wall of every Wharf to be made upon the Line of the said Canal shall be set at the least Eight Feet back from the Top-water Level of the said Canal, so that a Boat whilst lying thereat shall be clear of the Passage of other Boats, and not in anywise narrow, impede, or obstruct the Navigation of the said Canal, or any Part thereof.

Company  
empowered  
to lease  
Wharfs, &c.

CLII. And be it further enacted, That it shall be lawful for the said Company, from Time to Time, by any Instrument in Writing under their Common Seal, to let or demise to any Person, for any Term or Number of Years, and at any Rent which shall be agreed upon, all or any of their Wharfs, Quays, Landing Places, Cranes, Weighing Machines, or Warehouses; and during the Leases so to be granted respectively the several and respective Lessees or Tenants under such Leases shall have all such Powers relating to the Manage-

ment of the said Premises, and the Recovery of the Rents or other Payments becoming due in respect thereof, as the said Company and their Servants or Agents would for the Time being have had if such Leases had not been granted.

CLIII. And be it further enacted, That it shall be lawful for the said Company to lay out and determine the Carriage and other Ways on the said Wharfs, and the Passages to and from the Landing Places thereon, and also to limit and determine the Extent of Ground adjoining the several Landing Places which, for the Convenience of Business, shall be at all Times kept clear and unobstructed, and also to determine as well the particular Traders as the Number of Traders who shall be allowed to use the several Landing or Loading Places, and also, either with or without Indenture, to demise or lease any of the Ground of the said Wharfs to be used as Places of Deposit for any Articles or Commodities which shall be landed at the said Wharfs, or which may be intended to be conveyed along the Canal; provided that in no Instance the Rent for any of the Ground so demised or leased for the Purposes aforesaid shall exceed Two-pence *per* Yard *per* Quarter.

Further Powers as to Wharfs.

CLIV. And whereas the estimated Expence of purchasing, making, and completing the Canal and Works hereby authorized is Sixty thousand Pounds; be it enacted, That it shall be lawful for the said Company to raise among themselves the said Sum of Sixty thousand Pounds in Shares of One hundred Pounds each, for the general Purposes of this Act; and that the said Capital or Joint Stock shall be divided into Six hundred Shares of One hundred Pounds each, which Shares shall be numbered consecutively, and shall be and the same are hereby respectively vested in the several Persons and Corporations who have or shall subscribe for the same respectively, in proportion to such their several Subscriptions, and in their respective Executors, Administrators, Successors, and Assigns; and all Persons and Corporations who shall be in Possession of or entitled to One or more Share or Shares in the Capital or Joint Stock of the said Company, and their respective Executors, Administrators, Successors, and Assigns, shall be entitled to and shall (subject to such Reservation as herein-after mentioned) receive proportionally the net Profits to arise from the said Canal and Undertaking, as and when the same shall be divided under the Authority of this Act.

Capital of the Company and Number of Shares.

CLV. And be it further enacted, That the Shares in the Capital of the said Company shall be and remain Personal Estate, and be transmissible as such, and shall not be of the Nature of Real Property.

Shares to be Personal Estate.

CLVI. And be it further enacted, That it shall be lawful for every Proprietor of any such Share as aforesaid, and his Executors, Administrators, and Assigns, to sell, transfer, and dispose of, the same Share, subject to the Rules, Orders, Restrictions, and Conditions herein contained; and the Transfer thereof shall be in the Form or to the Effect following, or as near thereto as the Circumstances of the Case will conveniently admit; (that is to say,)

Power to transfer Shares.

Form of  
Transfer.

‘ I in consideration of the Sum of paid  
 ‘ to me by do hereby bargain, sell, assign, and  
 ‘ transfer to the said his Executors, Adminis-  
 ‘ trators, and Assigns Share [or Shares] of the *Bir-*  
 ‘ *mingham* and *Warwick* Junction Canal Navigation, to hold to the  
 ‘ said his Executors, Administrators, and Assigns,  
 ‘ subject to the same Rules, Orders, and Restrictions, and on the  
 ‘ same Conditions that I held the same immediately before the  
 ‘ Execution hereof; and I the said do hereby agree  
 ‘ to accept and take the said Share or Shares, subject to the same  
 ‘ Rules, Orders, Restrictions, and Conditions. As witness our Hands  
 ‘ and Seals the Day of in the Year of  
 ‘ our Lord One thousand eight hundred and .’

Transfers of  
Shares to be  
registered.

And on every such Sale or Transfer of any Share in the said Navi-  
 gation the Transfer thereof shall be executed by all the Parties to  
 the same, and deposited with the Clerk to the said Company, and a  
 Memorial of such Transfer shall be registered by the Clerk to the  
 said Company in a Book to be provided by the said Company and  
 kept by such Clerk for that Purpose; and such Clerk shall certify  
 in Writing upon a Copy of every such Transfer to be delivered to  
 the Purchaser that such Transfer has been registered in such Book,  
 for which Copy and Certificate the Sum of Two Shillings and Sixpence  
 for each Share so transferred, and no more, shall be paid to such  
 Clerk, and which said Memorial shall be Evidence of such Transfer  
 in any Court of Law or Equity; and until such Memorial shall be  
 registered as aforesaid the Person or Corporation to whom any such Sale  
 or Transfer shall be made shall not be entitled in respect of such Share  
 to receive any Part of the Profits of the said Company, or any Divi-  
 dend of the Profits arising therefrom, or to vote at any Assembly of  
 Proprietors: Provided also, that the Company shall be at liberty to close  
 from Time to Time the Books for entering such Transfers as aforesaid,  
 for any Period not exceeding Ten Days before any General Assembly  
 of the said Company to be held as herein-after directed, Notice of  
 such closing of the said Books being given in some Newspaper  
 published in or near the Town of *Birmingham* by the Space of  
 Fourteen Days at least previously: Provided also, that no Transfer  
 shall be made without the express Assent of the Company or their  
 Committee of any Share in respect of which any Rate shall be due  
 and shall remain unpaid.

A Register  
Book of  
Shares to be  
kept.

CLVII. And be it further enacted, That the Names, Residences,  
 and Descriptions of all the Proprietors for the Time being of Shares  
 in the said Undertaking, and of the Numbers of their respective  
 Shares, and of the Amount of Subscriptions paid on such Shares  
 respectively, shall from Time to Time be entered in a proper Book  
 to be kept by the Clerk of the said Company, and which shall at all  
 reasonable Times be open to the Inspection of the several Proprietors  
 of any such Shares.

Notice to be  
given of  
Shares de-  
volving by

CLVIII. And whereas by the Marriage or Death of Proprietors  
 of Shares in the said Company, or other Acts of Law by which their  
 Shares may be transferred or affected, it may be difficult to ascertain  
 the

the Proprietorship of such Shares; be it therefore further enacted, That before any Person who shall claim any Part or Share of the Profits of the said Company in Right of Marriage shall be entitled to receive the same, or to vote in respect of any Share so acquired by him, a statutory Declaration, containing a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, shall be made by some credible Person (not being such Claimant) before a Master or Master Extraordinary in Chancery or a Justice of the Peace, and in case of such Marriage having taken place out of *England* a Certificate under the Hand and Seal of the Ambassador or Consul of Her *Britannic* Majesty, or of the Mayor or other chief Officer of the Town or Place in which such Marriage was solemnized, verified by a Notary Public (if there be any such Notary in the Country or District in which such Town or Place is situate); and such Declaration or such Certificate respectively, as the Case may be, shall be transmitted to the Clerk for the Time being of the said Company, who shall file the same and make an Entry thereof in the Register Book which shall be kept by the said Clerk for the Entry of Transfers of Shares in the said Company; and that before any Person or Corporation claiming any Part of the Profits of the said Company by virtue of any Will or other Testamentary Disposition, or by Letters of Administration, shall be entitled to receive the same, or to vote in respect of any Share so claimed by him, the Probate of such Will or Testamentary Disposition, or such Letters of Administration, shall be produced and shown to the said Clerk, and registered by him in the said Book; and in all Cases other than herein-before mentioned, when the Right or Property of any Share in the said Company shall pass from the Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer thereof as by this Act directed, a Declaration shall be made by some credible Person before a Master or Master Extraordinary in Chancery or some Justice of the Peace, stating the Manner in which such Share hath passed to such other Persons or Corporation, which Declaration shall be transmitted to the said Clerk of the said Company, who shall thereupon file the same respectively and enter the Name of such new Proprietor in the Register Book or List of Proprietors of the said Company, and for every such Registry or Entry as herein-before is mentioned the said Clerk shall be paid a Fee of Five Shillings.

Marriage,  
Will, &c.

CLIX. And be it further enacted, That in all Cases where any Share in the Capital of the said Company shall be held by any Two or more Persons jointly the Receipt of any One of such Persons shall be a good and sufficient Discharge to the said Company or their Treasurer for the Money which may become payable under the Provisions of this Act for or in respect of such Share, and shall discharge the said Company from all Obligation of seeing to its Application, and from being answerable for its Misapplication, provided that no Notice in Writing to the contrary shall previously to any such Payment have been given to the Treasurer of the said Company by any other Person holding jointly such Share.

Receipts for  
Shares held  
by joint Pro-  
prietors.

Receipts  
from Parents  
or Guardians  
of Minors to  
be sufficient  
Discharges.

CLX. And be it further enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor who shall be a Minor, the Receipt of the Father, or of the Guardian or of any One of the Guardians for the Time being of such Minor, shall be a sufficient Discharge to the said Company hereby established and their Treasurer for the same.

Trustees of  
Shares may  
give Re-  
ceipts.

CLXI. And be it further enacted, That in all Cases where any Share in the Capital of the said Company shall be held by any Person or Corporation in Trust for any other Person or Corporation, or for the Person or Corporation so holding the same jointly with any other Person or Corporation, the Receipt of such Person or Corporation so holding the same, or of the Executors, Administrators, Successors, or Assigns of such Person or Corporation, shall, notwithstanding any equitable Claim or Demand whatsoever of any Person or Corporation beneficially entitled to such Share, or to any Interest therein, be a good and sufficient Discharge for the Money which may become payable under the Provisions of this Act, for or in respect of such Share, and shall discharge the said Company from all Obligation of seeing to its Application and from being answerable for its Misapplication; and the Person or Corporation so holding the same, and the Heirs, Executors, Administrators, and Successors of such Person or Corporation, shall be liable to all Claims and Demands whatsoever in respect of such Share; and such Persons or Corporation shall, for the Purpose of attending and voting at Assemblies of Proprietors, and for all other Purposes of this Act, be considered as the Proprietor of such Share for his or their own absolute Benefit.

No Fraction  
of Shares.

CLXII. Provided always, and be it further enacted, That where any Share shall be vested in Two or more Parties, except as hereinafter expressly provided, they shall, with respect to the Company, be considered as joint Owners thereof, but without Prejudice to their beneficial Interests as among themselves, and that the said Company shall not be bound to notice or be affected by any Trusts affecting any such Share.

Power for  
Company or  
Committee  
to make  
Calls.

CLXIII. And be it further enacted, That the said Company of Proprietors, or the Committee thereof to be appointed as hereinafter provided, shall have Power from Time to Time to make such rateable Calls of Money for the Purposes of this Act from the Subscribers to or Proprietors of the said Undertaking for the Time being, as they respectively from Time to Time shall find necessary, so nevertheless that the aggregate Amount of Calls made or Money paid for or in respect of any such Shares shall not exceed the Sum of One hundred Pounds each, and so that no such Call shall exceed the Sum of Ten Pounds upon each Share, and that the total Amount of such Calls in any One Year shall not exceed Forty Pounds upon each Share, and that an Interval of Three Calendar Months at the least shall elapse between the Day appointed for Payment of one Call and the Day appointed for Payment of another Call, and that Thirty Days Notice at the least shall be given of every such Call by Advertisement inserted in One or more *London* Newspapers and in One or more Newspapers published

published at *Birmingham*; and all Monies so called for shall be paid by the Shareholders from whom the same shall become due to such Persons, at such Times and Places, and in such Manner as in the said Notice shall be appointed; and if any Owner or Proprietor for the Time being of any such Share shall not so pay such his rateable Proportion, then and in such Case and as often as the same shall happen he shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner or Proprietor for the Time being of any such Share shall neglect or refuse to pay such his rateable Proportion, together with Interest (if any) due thereon, then, or at any Time thereafter, it shall be lawful for the said Company to sue for and recover the same in any of Her Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information; and the said Company may, if they shall think proper, by Resolution to be passed at any General or Special Assembly, declare any Share or Shares upon which any such Call shall be in arrear by the Space of Twelve Months or more, and the Monies previously paid in respect thereof, to be absolutely forfeited to the Company, in which Case the said Share or Shares shall be forfeited accordingly, and disposeable thenceforth as the said Company shall think proper, without Prejudice nevertheless to the Right of the Company to sue for or recover the Calls which shall have previously become payable in respect thereof, and the Interest due on such Calls.

In case of  
Default in  
Payment of  
Calls.

CLXIV. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor for the Time being of any Share in the said Undertaking, to recover any Money due and payable for or in respect of any Call, it shall be sufficient for the said Company to declare and allege that the Defendant, being a Proprietor of a Share or Shares in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to, with the Interest thereon, for a Call or so many Calls of such Sum of Money upon a Share or Shares belonging to the said Defendant, and the Interest thereon, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of making such Call or respective Calls was a Proprietor of a Share or Shares in the said Undertaking, and that such Call or Calls was or were in fact made, and that such Notice was given as is directed by this Act, without proving the Authority of the Assembly by whom or whose Order such Call or Calls was or were made, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due, including Interest computed as aforesaid, unless it shall appear that any such Call exceeded Ten Pounds *per Share*, or was made payable before the Expiration of Three Calendar Months from the Day appointed for Payment of the last preceding Call, or that Notice was not given as herein-before required, or that Calls amounting to more than Forty in the whole had been made in the same Year; and in order to prove that the Defendant was a Proprietor of such Share in the said Undertaking, as alleged, the Production of

Proceeding  
in Actions  
for Calls.

the

the Book in which the said Company is by this Act directed to enter and keep the Names and Additions of the several Proprietors from Time to Time of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, shall be *primâ facie* Evidence that such Defendant is a Proprietor, and of the Number and Amount of his Shares therein.

Power to pay  
Subscrip-  
tions in  
advance.

CLXV. Provided also, and be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking, and they are hereby empowered, whether before or after any Call shall have been paid in respect of any Shares held by them respectively, to pay in advance, in case it shall be resolved by any Assembly of Proprietors, or the Committee, to accept the same, which they are hereby authorized to do, and to such Persons as such Assembly or Committee shall appoint, the respective Sums of Money by them respectively subscribed for, or which shall not have been paid up on their respective Shares, or such Part or Proportion thereof as shall be wanting (over and above the Amount of any actually paid in respect of such Shares) to make up the full Sum of One hundred Pounds in respect of each such Share; and the said Company shall and they are hereby required to pay Interest at such Rate as shall have been stipulated by the Resolution of any such Assembly or by the Agreement of the said Committee, upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance.

Interests to  
be paid on  
the Amount  
in advance.

General  
Assembly of  
Proprietors.

CLXVI. And be it enacted, That the First General Assembly of the Proprietors of the said Company shall be held at the Office of the said Company on the First *Tuesday* in *October* next after the passing of this Act, and that subsequently Half-yearly General Assemblies of such Proprietors shall be held on the last *Tuesday* in *March* and the last *Tuesday* in *September* in every Year; and that all such Assemblies shall be held at or before the Hour of Eleven of the Clock in the Forenoon, at such Office aforesaid, by Notice signed by the Clerk of the said Company, and published Ten Days previously in some One of the *Birmingham* Newspapers.

Special As-  
sembly of  
Proprietors  
may be  
called by  
Committee.

CLXVII. Provided also, and be it further enacted, That if at any Time it shall appear to the Committee of the said Company that a Special Assembly of Proprietors is necessary or proper to be held, it shall be lawful for such Committee to cause Notice thereof to be given in some One of the *Birmingham* Newspapers, signed by the Clerk to the Company, declaring in such Notice the Place where and the Time when such Assembly is to be held, the same not being less than Ten Days after such Notice, and likewise specifying in such Notice the Object of such Special Assembly.

Special As-  
sembly may  
be called by  
Proprietors.

CLXVIII. And be it further enacted, That if at any Time it shall appear to any Ten or more of the Proprietors of the said Company, possessed of One hundred Shares at least in the said Undertaking, that a Special Assembly of Proprietors is necessary to be holden, it shall



shall be lawful for such Ten or more of them from Time to Time to direct the Clerk of the said Company to cause Notice to be given thereof (which Notice he is hereby required to give accordingly) in some One of the *Birmingham* Newspapers, declaring in such Notice the Place where and the Time when such Assembly is to be held, the same not being less than Ten Days after such Notice, and likewise specifying in such Notice the Object of such Special Assembly.

CLXIX. Provided always, and be it further enacted, That no Business shall be transacted at any Special Assembly other than the Business for which it shall be called. Business of Special Assemblies.

CLXX. Provided always, and be it further enacted, That both a General and a Special Assembly of Proprietors may adjourn to any Time or Times, and from Time to Time, for any Cause whatsoever; and the Provisions herein contained in reference to General and Special Assemblies shall, so far as the Case will admit, be applicable to the Adjournments thereof respectively: Provided always, that no Business shall be transacted at any adjourned Assembly other than the Business left unfinished at the Assembly from which such Adjournment shall have taken place. Adjournments.

CLXXI. Provided always, and be it further enacted, That no General or Special Assembly of Proprietors shall be capable of doing any Act except adjourning, unless there shall be present thereat, in Person or by Proxy, Proprietors who shall together be possessed at least of One Fourth Part of the Shares in the said Company; and if at any General or Special Assembly that Number shall not be present in Person or by Proxy, such Assembly shall be forthwith adjourned to the same Place on that Day Fortnight, and so on from Time to Time as often as Occasion shall so require; and in every Case of an Adjournment for Want of a sufficient Number of Proprietors present in Person or by Proxy as aforesaid, Notice of such adjourned Assembly shall be given by the Clerk of the said Company in some One of the *Birmingham* Newspapers. Quorum of General or Special Assemblies.

CLXXII. And be it further enacted, That every Proprietor of One or more Shares in the said Company shall have One Vote in respect of every such Share at all General and Special Assemblies of Proprietors, which Vote shall or may be given either in Person or in case of Absence by Proxy (such Proxy being a Proprietor of the said Company present at such Assembly and capable of voting thereat) duly constituted under the Hand of such absent Proprietor, or in the Case of a Corporation under their Common Seal; the Appointment of which Proxy shall be according to the Form or to the Effect following, or as nearly as the Circumstances of the Case will conveniently admit; (that is to say,) Regulations as to voting.

‘ I of Proprietor of  
 ‘ Share in the *Birmingham* and *Warwick* Junction Canal Com-  
 ‘ pany, do hereby nominate, constitute, and appoint Form of Proxy.  
 ‘ of [and in case it is intended to appoint Two or  
 ‘ more Proprietors as Proxies, add the Words jointly, and each of  
 [Local.] 14 E them

‘ of them severally,] in my Name and in my Absence to vote and  
 ‘ give my Assent to or Dissent from any Business, Matter, or Thing  
 ‘ relative to the said Company which shall be proposed at any Special  
 ‘ or General Assembly of the Proprietors of the said Company, from  
 ‘ Time to Time and at all Times hereafter, until I shall revoke this  
 ‘ Appointment by Notice in Writing under my Hand to the Clerk  
 ‘ of the said Company. In witness whereof I have hereunto set my  
 ‘ Hand this Day of .’

Restrictions  
 as to Num-  
 ber of Votes  
 and Proxies.

Provided always, that no Proprietor shall have more than Ten Votes in the whole in his own Right, nor hold more Proxies than for Twenty Shares of absent Proprietors, unless an Increase of the total Number of Shares in the said Company shall hereafter take place, either by Subdivision or new Creation, under the Powers and Provisions herein-after contained, in which Case the Limits of the Number of Votes and Proxies respectively shall be increased in the same Proportion as the total Number of Shares shall have been so increased.

Revoking  
 Proxies.

CLXXIII. Provided always, and be it further enacted, That the Appointment of such Proxy shall not be revoked by the Proprietor who shall have so constituted the same afterwards voting or acting in Person, but the Proprietor holding such Proxy shall be entitled to vote in respect thereof at any subsequent General or Special Assembly, unless such Proprietor shall revoke such Appointment by Notice in Writing under his Hand, or in the Case of a Corporation under their Common Seal, sent or given to the Clerk of the said Company.

As to voting  
 of joint Pro-  
 prietors.

CLXXIV. And be it further enacted, That where any Share in the said Company shall be held by Two or more Persons as joint Proprietors, any One of such joint Proprietors, but no more, attending a General Assembly of the said Company, or any Proxy to be appointed in manner aforesaid by all such joint Proprietors, shall be entitled to vote in respect of such joint Share.

Incapaci-  
 tated Persons  
 may vote by  
 their Com-  
 mittees,  
 Guardians,  
 &c.

CLXXV. And be it further enacted, That in case any Proprietor entitled to vote at any such General or Special Assembly as aforesaid shall be an Idiot, Lunatic, or Person of unsound Mind, or a Feme Covert or Minor, such Proprietor may vote at any such Assembly by the Committee of his Estate, or by any One of such Committees, if more than One, or by his or her Husband, Parent, or Guardian, or by any One of such Guardians, if more than One, as the Case may be, and that without Prejudice to the Right of any such Committee, Husband, Parent, or Guardian to vote in respect of his own Shares (if any) in the said Company.

Powers of  
 Assemblies  
 of Proprie-  
 tors.

CLXXVI. And be it further enacted, That (subject to the Restriction herein-before contained as to the Business to be transacted at any special or adjourned Assembly) every General or Special Assembly of Proprietors to be holden according to the Provisions of this Act shall have Power and Authority to call for, audit, and settle all Accounts of Money received and laid out on account of the said Company with the Receiver and other Officers of the

said Company, or any other Person whomsoever employed by or concerned for or under them, in and about the Canal and other Works of the said Company, and the Affairs thereof, and shall have Power and Authority to appoint the Committee of the said Company, and also to remove or displace any Person chosen a Member of the said Committee, and to revoke, alter, amend, or change any of the Rules and Directions herein prescribed and laid down with regard to the Committee and their Proceedings, and to the Qualification of Persons eligible as Committee Men (such Persons being nevertheless Proprietors of the said Company), and also to declare Dividends out of the Profits of the said Company upon the Capital or Joint Stock of the said Company, and to appoint the Time and Place of paying such Dividend to the several Proprietors of the said Company at any Time and Place, and also to make and give any Orders and Directions respecting the Payment of any Costs, Charges, and Expences incurred or to be incurred in or about the Undertaking, or the protecting, defending, or supporting of the Rights and Interests of the said Company, as well as respecting the Expences of the said Proprietors and Committees at their respective Assemblies and Meetings, and also to make any Rules, Bye Laws, Regulations, and Orders for the good Government of the said Company, their Agents and Servants, and for maintaining, using, and managing the Canal, Wharfs, and other Works of the said Company, and for the well-governing of the Boat Owners, Boat Masters, and Boatmen who shall convey Goods through or upon the said Canal or any Part thereof, and of the Persons using the said Wharfs or employed thereon, and from Time to Time to alter and repeal the said Rules, Bye Laws, Regulations, and Orders, or any of them, or any existing Rules, Bye Laws, Regulations, and Orders, and to make others, and to impose any reasonable Fines upon the Breakers of any such Rules, Bye Laws, Regulations, and Orders, and also to alter the Method of calling General or Special Assemblies, and the Time and Place of meeting of such Assemblies (but not to alter the Right or Mode of voting at General or Special Assemblies, except so far as the same may be incidentally varied by the Subdivision of Shares, or the Issue of new Shares), and also to make the Subdivision of the Shares of the said Company, and to borrow Money on behalf of the said Company for the Purposes of this Act, and to issue new Shares in the said Company, and to allocate the Debt of the said Company, and also to make any Application to Parliament for Powers to make any other navigable Communications with the said intended Canal, or for any other Purpose whatsoever relating to or affecting the said Company or their Affairs, and also to make and give any Rules, Orders, and Directions, and to do any other Matters and Things whatsoever in or about the Management of the Canal and other Works of the said Company, and the Affairs thereof: Provided always, that no Alteration shall be made in the Qualification of Committee Men, or in the Method of calling General or Special Assemblies, or in the Time or Place of meeting of such Assemblies, and no Issue of new Shares in the said Company, or Allocation of the Debt of the said Company, or Application to Parliament on the Part of the said Company for obtaining a new or amended Act, shall take place, unless the several Matters aforesaid be respectively  
agreed

agreed upon at a General or Special Assembly of Proprietors, of which General or Special Assembly, and of the Proposals to be made thereat in relation to the Matters aforesaid, Notice shall have been given by public Advertisement to be inserted Three Times successively in the *London Gazette* and in One of the *Birmingham Newspapers*, nor shall any such Application to Parliament on the Part of the said Company for obtaining a new or amended Act take place unless the Votes given in Person or by Proxy at such General or Special Assembly in favour of such Application shall represent a Majority of the total Number of Shares for the Time being in the said Company.

Bye Laws to be approved by a Judge or Justices.

CLXXVII. And be it further enacted, That no Bye Laws which the said Company may make under the Authority of this Act, except such as may relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants, shall be valid or binding, unless the same shall be allowed by some Judge of One of Her Majesty's Courts of Record at *Westminster*, or by the Justices assembled at some General or Quarter Sessions of the Peace of the County of *Warwick*, which said Justices are hereby authorized and required, on the Request of the said Company, to examine into the Bye Laws which may be tendered to them for that Purpose by the said Company, and to allow of or disallow the same, as to them may seem meet; and all Penalties which may be imposed by virtue of any such Bye Laws shall be so framed as to allow the Justice or Justices before whom the same may be sought to be recovered to order the Whole or any Part of such Penalties to be paid.

Appointment of Committee.

CLXXVIII. And be it further enacted, That at the General Assembly of Proprietors to be first held according to the Provisions of this Act, and at every General Assembly herein-before directed to be held in the Month of *March* in every Year, Seven Persons, each of them being a Proprietor of not less than Three Shares in the said Company, shall be chosen and appointed a Committee to manage the Affairs of the said Company in such Manner as is herein directed, and as shall from Time to Time be ordered by any General or Special Assembly of the Proprietors, and every Committee shall continue and have Power to act until a new or other Committee of Seven Persons shall be appointed by a General Assembly of the Proprietors, or till displaced by any General or Special Assembly of Proprietors, and the Members of the former Committee shall be re-eligible on every fresh Committee: Provided always, that no Person holding any Office or Place of Employment, or being concerned or interested in any Contract under the said Company, shall be capable of serving on any such Committee during the Time of his continuing in such Place, Office, or Employment, or during the Continuance of his Interest in such Contract, nor shall any Member of such Committee be capable of accepting any other Office, or taking any Contract under the said Company, whilst he shall continue a Member of such Committee: Provided also, that nothing herein contained shall extend to prevent any Member of such Committee from disposing to the said Company of any Stone, Gravel, Wood, Water, or any other Thing which shall be the Produce of his own Land.

CLXXIX. And

CLXXIX. And be it further enacted, That the Committee shall meet together for the Despatch of Business from Time to Time as often and at such Place as they from Time to Time shall deem fit, and they shall have Power to adjourn from Time to Time and from Place to Place; provided that before any Meeting of the Committee, except by Adjournment, Notice thereof shall be given by Letter to each Member of the Committee, to be delivered at his usual or last known Place of Residence, or forwarded by the public Post, addressed to such usual or last known Place of Residence, in which Notice shall be specified the Place where and the Time when such Meeting is to be holden, the same not being less than Three Days after such Notice given.

Meetings of  
the Com-  
mittee.

CLXXX. And be it further enacted, That at any Meeting of the Committee Three Members, and not less, shall be a Quorum; and that no Member of the Committee shall have more than One Vote thereat, with the Exception of the Chairman, who shall have a casting Vote as herein-after provided.

Quorum and  
voting of  
Committee.

CLXXXI. And be it further enacted, That the Committee shall, in the Interval between the holding of the Assemblies of Proprietors, have full Power and Authority to buy and purchase Lands, Tenements, or Hereditaments, Materials, and other Goods for the Use of the said Company; to employ, order, and direct all Work and Workmen; to appoint and displace altogether, or for such Time as may seem expedient, all Officers, Agents, and Servants of the said Company; to pay from Time to Time, out of the Capital or Joint Stock of the said Company, to all such Officers, Clerks, Agents, Servants, or any other Person employed as Surveyor, Engineer, or in any other Capacity by the said Company, or by their Directions, such Sum of Money by way of Remuneration for their Time, Trouble, and Services as to such Committee shall seem fit; to make all Sales, Mortgages, Contracts, and Bargains touching the Canal and other Works of the said Company, or any other the Affairs thereof; to settle all Compensation and Damages to be paid to or by the said Company; to lessen or reduce, and raise or advance the Tolls for the Time being payable to the said Company; to institute, prosecute, and defend all Suits, Actions, and other Proceedings, and compromise and submit to Arbitration all Disputes and Questions affecting the said Company or relating to the Affairs thereof; to make or present any Application or Petition to Parliament on the Part of the said Company (except for the Purpose of obtaining a new or amended Act), and to affix the Common Seal of the said Company to such Application or Petition on behalf of the said Company accordingly.

Powers and  
Duties of  
Committee.

CLXXXII. And be it further enacted, That the Committee shall, by themselves or their Clerk or Agent, keep a full and true Account of all Monies disbursed and Payments made by the Committee respectively, and by every Person employed by or under them, and of every Sum of Money which they shall receive respectively on behalf of the said Company, and shall regularly, by themselves, or their Clerk or Agent, write and enter, in proper Books to be provided for that Purpose, from Time to Time, at the Expence of the said

Committee  
shall keep  
Books of  
Account, to  
which Ac-  
cess may be  
had by Pro-  
prietors.

[*Local.*]

14 F

Company,

Company, Minutes, Notes, or Copies (as the Case may require) of every Contract, Bargain, and Agreement entered into by the Committee respectively, for and on behalf of the said Company: Provided always, that any Proprietor shall have free Access to all or any of such Books at seasonable Hours for his Inspection, without paying any thing for the same; and if any Clerk or Officer of the said Company intrusted with the Custody of such Books shall refuse to permit any such Proprietor so authorized as last aforesaid to inspect such last-mentioned Books, he shall for every such Offence forfeit to the said Company the Sum of Five Pounds, to be levied in manner herein-after mentioned.

Annual Account to be made up, and a Copy transmitted to Clerk of the Peace.

CLXXXIII. And be it further enacted, That the said Company shall and they are hereby required in each and every Year to cause an annual Account in Abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied under or by virtue of this or the said recited Act for the Year ending on the Thirtieth Day of *June* or some other convenient Day in each Year, under the several distinct Heads of Receipts and Expenditure, with a Statement of the Balance of such Account duly audited and certified by the Secretary or Clerk for the Time being of the said Company, and shall transmit a Copy of the said Account, free of Charge, to the Clerk of the Peace for the County of *Warwick* on or before the First Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours, on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit or neglect to prepare and transmit, or cause to be prepared and transmitted, such Account as aforesaid, they shall forfeit and pay for every such Omission or Neglect the Sum of Twenty Pounds.

Committees subject to Control of Assemblies of Proprietors.

CLXXXIV. Provided always, and be it further enacted, That the Proceedings of every such Committee shall from Time to Time be subject to the Examination and Control of the General and Special Assemblies of Proprietors to be holden under the Authority of this Act; and such Committee shall pay due Obedience to all such Orders and Directions in and about the Amount and Payment of the Dividends, and the Management of the Affairs of the said Company, as shall from Time to Time be made at any such General or Special Assembly as aforesaid, such Orders and Directions not being contrary to any express Directions or Provisions in this Act contained.

Indemnity to Committee.

CLXXXV. And be it further enacted, That the Confirmation by any General or Special Assembly of the Acts and Proceedings of the said Committee shall at all Times hereafter be a full Indemnity and Discharge to such Committee, and no Member of the Committee for the Time being shall become personally answerable for the Performance of any Contract or Agreement into which he shall or may enter, as One of such Committee, on behalf of the said Company, pursuant to the Power hereby given to such Committee; but all Persons with whom any Contracts or Agreements shall from Time to Time be entered into by the said Committee shall have full Power and Authority to resort to and proceed against the said Company,

Company, either at Law or in Equity, for the Performance of any such Contract or Agreement, or for Damages occasioned by Breach or Non-performance thereof; and the Capital or Joint Stock of the said Company shall from Time to Time be answerable and accountable for the due Performance of every Contract entered into by the Committee, and for all Damages which shall be recovered or decreed by reason of any Breach or Non-performance thereof.

CLXXXVI. And be it further enacted, That at all General and Special Assemblies of Proprietors, and at all Meetings of the Committee, One of the Proprietors or Members present shall be appointed Chairman, who shall and may at such General or Special Assemblies, or at such Meetings of the Committee, (as the Case may be,) not only vote as a Proprietor or Member of the Committee (as the Case may be), but in case of an Equality of Votes shall and may have the decisive or casting Vote; and the Orders and Proceedings of every General and Special Assembly of Proprietors, and of every Meeting of the Committee respectively, shall be taken down in Writing, and shall be entered in a Book to be provided and kept for that Purpose, and which Book shall be signed by the Chairman; and such Orders and Proceedings, when so entered and signed, shall be deemed and taken to be original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others; and the Orders and Proceedings of any General or Special Assembly, so signed, shall be valid and binding upon the said Company, without the Common Seal of the said Company being affixed thereto: Provided always, that the Committee shall at all Times, upon the Requisition in that Behalf of any Proprietor or Proprietors of not less than Ten Shares, direct that any such Proprietor, or any One or more of such Proprietors if more than One, making such Requisition, shall inspect the Book or Books in which the Proceedings of the said General and Special Assemblies and of the said Committee are respectively entered, and have Copies thereof, paying nothing for such Inspection, but paying Sixpence for every One hundred Words or Figures so to be copied; and if any Clerk or Officer of the said Company intrusted with the Custody of such Books shall refuse to permit any such Proprietor so authorized as aforesaid to inspect such Books, or refuse to make any such Copy at the Rate aforesaid, he shall for every such Offence forfeit to the said Company the Sum of Five Pounds, to be levied in manner hereinafter mentioned; and every such Book, and all Papers and Documents belonging to the said Company, shall be deposited and locked up in such Manner and at such Place as the said Company or the Committee shall from Time to Time appoint.

CLXXXVII. And be it further enacted, That the Clerk of the said Company shall attend all General and Special Assemblies of the said Company, and all Meetings of the Committee.

CLXXXVIII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to appoint the Person who may be appointed to act as their Clerk in the Execution of this Act, or the Partner of any such Clerk, or any Clerk or other Person

As to Chairman of Assemblies and Committee;

and to the Proceedings.

Books, &c. of Company may be inspected by Proprietors.

Clerk to attend Meetings.

Same Person not to be Clerk and Treasurer.

in

in the Service or Employ of any such Clerk or of the Partner of such Clerk, to be Treasurer for the Purposes of this Act, or to appoint the Person who may be appointed Treasurer, or the Partner of any such Treasurer or any Clerk or other Person in the Service or Employ of any such Treasurer, or of the Partner of any such Treasurer, to be Clerk to the said Company; and if any Person shall act in both the Capacities of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk, or the Clerk of or other Person in the Service or Employ of such Clerk or of the Partner of such Clerk, shall act as Treasurer, or in any Manner officiate for any such Treasurer, or being the Partner of any such Treasurer, or the Clerk of or other Person in the Service or Employ of any such Treasurer or of the Partner of any such Treasurer, shall act as Clerk in the Execution of this Act, or as Deputy of such Clerk, or in any Manner officiate for such Clerk, or if any such Treasurer shall hold any Place or Office of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, together with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information.

Treasurer,  
Clerk, and  
other Offi-  
cers, to give  
Security.

CLXXXIX. And be it further enacted, That the Treasurer of the said Company shall give such Security for the due Execution of his Office as the said Company or the Committee (as the Case may be) shall think proper; and it shall be in the Discretion of the said Company, or the Committee, to determine whether the other Officers of the said Company shall give any and what Security for the due Execution of their respective Offices.

Officers to  
account.

CXC. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the Committee of the said Company, or any Person on their Behalf, make out and deliver to the Committee, or to such Person as they shall for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him had, collected, or received for or on behalf of the said Company, and how, and to whom, and for what Purpose the same and every Part thereof have been disposed of, together with his Vouchers and Receipts for such Payments; and every such Officer or Person shall pay all such Monies as upon the Balance of such Account shall appear to be owing from him to such Person as the Committee shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof, when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the Committee, or to such Person as they shall appoint, within Two Days after being thereunto required by the Committee or such other Person as last mentioned, all Books, Papers, and Writings in his Custody or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company,



Company, or any Person on their Behalf, to any Justice of the Peace within whose Jurisdiction such Officer or Person shall be for the Time being, or shall reside, it shall be lawful for such Justice, and he is hereby authorized and required, by Warrant under his Hand and Seal, to cause such Officer or Person to be brought before him, and upon his appearing, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Committee might have done; and if upon Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, it shall appear to such Justice that any of the Monies which shall have been so collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, on Nonpayment thereof, by Warrant under his Hand and Seal, to cause such Money to be levied by Distress and Sale of the Goods of such Officer or Person; and if no Goods shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or appearing shall refuse or neglect to make and deliver to such Justice such Account in Writing as aforesaid, or to pay the Balance thereof, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts in his Possession or Power, or to deliver up such Books, Papers, and Writings as aforesaid, then and in any of the said Cases aforesaid it shall be lawful for the said Justice and he is hereby authorized and required, by Warrant under his Hand, to commit such Officer or Person to the Common Gaol or House of Correction of the County, Town, or Place where such Commitment shall be made, there to remain, without Bail or Mainprize, until he shall have delivered up the Vouchers and Receipts relating to such Accounts, and shall have paid all the Money which shall be in the Hands of or owing from him, and the reasonable Charge of such Distress and Sale (if any) as shall in that respect have been made, or until he shall have compounded with the said Company for such Money and Charges, and paid the Composition Money to the said Company, and shall have delivered up all such Books, Papers, and Writings as aforesaid, or have given Satisfaction in respect thereof to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Three Calendar Months, and that the summary Powers hereby given to such Justice are given without Prejudice to the Right of the Company to proceed against such Officer or Person in default to them as aforesaid, by Action or Suit or other Civil Proceeding, if they shall be advised so to do,

CXCI. And be it further enacted, That if any Officer, Toll, Collector, Servant, Wharfinger, Book-keeper, Workman, or Labourer of the said Company, occupying any House, Office, Building, or Land belonging to the said Company, without paying Rent for the same, shall be discharged from his Office, and shall not deliver up the Possession of such House, Office, Building, or Land, with the

Collectors  
and others  
to deliver up  
Possession  
of Houses,  
&c. when  
discharged.

[*Local.*]

14 G

Appurtenances,

Appurtenances, and the Furniture and Effects, if any, therein, belonging to the said Company, which respectively shall be in his Custody, Power, or Possession, within Six Days after Notice of such Discharge shall be given to him, or left at such House, Office, or Building, or if the Representatives of any such Toll Collector, Wharfinger, Book-keeper, Workman, or Labourer who shall happen to die whilst in the Service of the said Company, or any other Person in Possession of such House, Office, Building, or Land, shall refuse to deliver up the Possession thereof, such Furniture and Effects, if any, therein, as aforesaid, and the Appurtenances, within Fourteen Days after another Person shall have been appointed in the Place and Stead of the Person so dying as aforesaid, or after the Delivery of such Possession shall have been required by the said Company or their authorized Agent, then and in either of the said Cases it shall be lawful for any Justice of the Peace of the said County of *Warwick*, and he is hereby required, by Warrant under his Hand and Seal, to order the Constable or other Peace Officer, or such other Person as shall be specially named by him, with such Assistance as shall be necessary, to enter such House, Office, Building, or Land in the Day-time, and to remove any Person who shall be found therein, with his Goods, out of such Office, Building, or Land, and to deliver Possession of such House, Office, Building, or Land, with such Effects, if any, therein, as shall belong to the said Company, to such Person as shall be appointed by or on behalf of the said Company to receive the same.

Books,  
Papers, &c.  
to be deli-  
vered up.

CXCII. And be it further enacted, That if any Officer, Toll Collector, Servant, Wharfinger, Lock Keeper, Workman, or Labourer of the said Company shall die or be discharged from his Office, and shall not, or, in case of his Death, if his personal Representatives or other Persons coming into Possession of any of the Articles next herein-after mentioned, shall not immediately upon Demand deliver up every Book, Paper, and other Matter and Thing belonging to the said Company in his or their Custody, Power, or Possession, (as the Case may be,) then and in either of the Cases it shall be lawful for any Justice of the Peace for the said County of *Warwick*, and he is required, by Warrant under his Hand and Seal, to order any Constable or other Peace Officer, or such other Person as shall be specially named by him, with such Assistance as shall be necessary, to enter into the House, Office, Building, or Land in his, her, or their Occupation in the Day-time, and to take possession for the Use of the said Company of all the Books, Papers, Matters, and Things belonging to the said Company which shall be found therein.

Common  
Seal to be  
deposited in  
an Iron  
Chest at the  
Company's  
Office.

CXCIII. And be it further enacted, That the Common Seal of the said Company shall be deposited and locked up in an Iron Closet or Chest, to be provided by and kept in the principal Office of the said Company, to which there shall be Two distinct Locks and Two Keys; and one of such Keys shall be and remain in the Custody of some Member of the Committee to be from Time to Time appointed for that Purpose by the Committee, and the other of the said Keys shall be and remain in the Custody of the Clerk of the said Company for the Time being.

CXCIV. And

CXCIV. And be it further enacted, That all Rules, Bye Laws, Regulations, and Orders which shall at any Time hereafter be made by any Assembly of Proprietors, or by the Committee, in pursuance of the Powers and Provisions herein-before contained, shall be consistent with or not repugnant to the general Laws of *England* and the Provisions in this Act contained, and shall be subject to Appeal in manner herein-after mentioned; and also that any Rules, Bye Laws, Regulations, and Orders made by the Committee shall be consistent with or not repugnant to the Rules, Bye Laws, Regulations, and Orders which shall have been made at any Assembly of Proprietors, and shall not for the Time being have been repealed.

Bye Laws of  
the Com-  
pany.

CXCV. And be it further enacted, That the said Rules, Bye Laws, Regulations, and Orders, whether made at any Assembly of Proprietors, or by the Committee, shall be put into Writing under the Common Seal of the said Company; and Copies of such of them as shall for the Time being be in force, and shall concern the Navigation of the said Canal, or shall otherwise concern the Public, shall be printed or painted, and affixed on Boards, which shall be hung up and fixed and continued upon the Front of the several Toll Houses erected and to be erected on the Line of the said intended Canal, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated, defaced, or destroyed; and all Rules, Bye Laws, Regulations, and Orders, so made and put into Writing under the Common Seal of the said Company as aforesaid, shall be binding upon and observed by all Parties, and shall be sufficient in any Court of Law or Equity or other Judicature to justify all Persons who shall act under the same.

Bye Laws to  
be published.

CXCVI. Provided always, and be it further enacted, That no Penalty to be imposed and inflicted by any Assembly of Proprietors, or by the Committee (as the Case may be), for the Breach or Violation of any such Rules, Bye Laws, Regulations, and Orders, shall exceed the Sum of Five Pounds for any One Offence.

Penalty for  
Breach of  
Laws.

CXCVII. And be it further enacted, That it shall and may be lawful to and for the said Company from Time to Time to subdivide the Shares for the Time being in the said Company into as many equal Shares as they shall think fit; and that every Person and Corporation who, immediately before any such Subdivision, shall hold any Share in the said Company, shall, from and after the Time of every such Subdivision, be deemed and taken to be possessed of as many Shares as such his or their previous Share shall be so subdivided into, and shall have and be entitled to the like Advantage, Emoluments, and Privileges, in respect to the Shares which he or they shall or may become possessed of or entitled to under or by virtue of such Subdivision, in the same Manner and as if by the same Title, and so as to give Effect to and not revoke any Will or other testamentary Disposition made previously to such Subdivision, as he or they now is or are or would have been entitled to in respect to his or their previous Share if no such Division had taken place; and the Shares created by any such Subdivision as aforesaid shall be and remain subject and liable to the same Charges and Incumbrances as the said previous Share would have

Power to  
subdivide  
Shares.

have been subject and liable to had the same not been subdivided as aforesaid, any thing in this Act contained to the contrary notwithstanding.

Proprietors  
may raise  
the Sum of  
20,000*l.* by  
Mortgage.

CXCVIII. And be it further enacted, That, for more effectually enabling the said Company to proceed in the Execution of the several Works by this Act authorized, it shall be lawful for the said Company, when and so soon as One Half of the aforesaid Capital of Sixty thousand Pounds, authorized to be raised by Subscription, shall have been actually raised and paid up and applied and disposed of for the Purposes of this Act, from Time to Time, by an Order of any General or Special General Meeting of the said Company to be for that Purpose made, to borrow and take up at Interest any Sum or Sums of Money, not exceeding in the whole the Sum of Twenty thousand Pounds, on the Credit of the said Undertaking; and the said Company, after such Order so made for such Purpose as aforesaid, at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, or any Part thereof, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums,) as a Security for any Sum or Sums of Money to be borrowed as aforesaid, with Interest to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum or Sums of Money, certified by One Director, or by the Clerk of the said Company, to be a true Copy, shall be sufficient Evidence of the making of the Order for borrowing and taking up at Interest such Sum or Sums of Money; and all which Mortgages, Assignments, and Charges shall be by Deed duly stamped, in which the Consideration for the same shall be truly specified and set forth, and shall be made under the Common Seal of the said Company, in the Words or to the Effect herein-after mentioned, or with such Variation therein as the Circumstances of the Loan may render necessary.

Company  
may raise  
Money to  
pay off  
Mortgages.

CXCIX. And be it further enacted, That if the said Company shall be required or deem it expedient to pay off such Mortgages, or any of them, or any Part thereof, or (with the Consent of the Annuitants) to redeem the perpetual Annuities hereby authorized to be granted, or any of them, or any Part thereof, and shall at any Time be able to raise Money for all or any of those Purposes, then and in every such Case, and from Time to Time, as often as the Case shall happen, it shall be lawful for the said Company, by all or any of the Ways herein-before mentioned, to raise any Sum not exceeding the Amount which shall be requisite to pay off, discharge, and redeem the said Mortgages and Annuities so called in, or which it shall be deemed expedient to pay off or redeem respectively (as the Case may be), and to apply the Money so to be raised from Time to Time accordingly.

Form of  
Mortgage.

CC. And be it further enacted, That every Mortgage or Grant of Annuity which shall in any of the Cases aforesaid be made by the  
said

said Company in pursuance of the Powers herein before contained shall be made under the Common Seal of the said Company, and may be made in one of the Forms following, or in any other Form to the like Effect; (that is to say,)

‘ No. . . . . (Form of Mortgage.)

‘ **BY** virtue of an Act passed in the . . . . . Year of the Reign Form of  
 ‘ of Her Majesty Queen *Victoria*, intituled [*here set forth the* Mortgage.  
 ‘ *Title of this Act*], we, “The Company of Proprietors of the *Bir-*  
 ‘ *mingham and Warwick Junction Canal Navigation*,” in consideration  
 ‘ of the Sum of . . . . . Pounds to us lent and advanced by *A. B.*  
 ‘ of . . . . . do grant and assign unto the said *A. B.*, his [*or*  
 ‘ her] Executors, Administrators, and Assigns, all and singular the  
 ‘ Rates, Tolls, and Dues arising and payable to us by virtue of the  
 ‘ said Act, and all our Right, Title, and Interest of, in, and to the same,  
 ‘ to hold unto the said *A. B.*, his [*or her*] Executors, Administrators,  
 ‘ and Assigns, until the said Sum of . . . . . Pounds, with Interest  
 ‘ for the same after the Rate of . . . . . Pounds *per Centum*  
 ‘ *per Annum*, payable half-yearly, shall be fully paid and satisfied  
 ‘ [*or with a Clause of Redemption on Repayment of the said Sum*  
 ‘ *by the said Company on a Day or Days to be fixed, with Interest*].  
 ‘ Given under our Common Seal this . . . . . Day of  
 ‘ in the Year of our Lord One thousand eight hundred . . . . . ’

‘ No. . . . . (Form of Grant of Annuity.) Pounds . . . . . *per* Form of  
 ‘ *Annum.* . . . . . Grant of  
 ‘ . . . . . Annuity.

‘ **BY** virtue of an Act passed in the . . . . . Year of the Reign  
 ‘ of Her Majesty Queen *Victoria*, intituled [*here set forth the*  
 ‘ *Title of this Act*], we, “The Company of Proprietors of the *Bir-*  
 ‘ *mingham and Warwick Junction Canal Navigation*,” in consideration  
 ‘ of the Sum of . . . . . Pounds to us paid by *A. B.*  
 ‘ of . . . . . do grant unto the said *A. B.*, his Executors,  
 ‘ Administrators, and Assigns, a perpetual personal Annuity of  
 ‘ . . . . . Pounds, payable half-yearly on the . . . . . Day  
 ‘ of . . . . . and the . . . . . Day of . . . . . in every  
 ‘ Year at our Office in . . . . . the first half-yearly Payment  
 ‘ thereof to be made on the . . . . . Day of . . . . . One  
 ‘ thousand eight hundred and . . . . . and the said Annuity is  
 ‘ irredeemable, unless with the Consent of the said *A. B.*, his Exe-  
 ‘ cutors, Administrators, or Assigns. Given under our Common  
 ‘ Seal this . . . . . Day of . . . . . in the Year of our Lord  
 ‘ One thousand eight hundred and . . . . . ’

And all Persons to whom Mortgages or Grants of Annuity shall be made under this Act, or their respective Executors, Administrators, or Assigns, shall be equally entitled, one with the other, to a rateable Proportion of the Tolls of the said Company, according to the respective annual Sums secured by such Mortgages or Grants of Annuities respectively, without any Preference by reason of the Priority of Date of any such Mortgage or Grant of Annuity, or any other Account whatsoever; and a Memorial of every such Mortgage and Grant of Annuity, containing the Date and Number thereof, and the Name and Address of the Mortgagee or Annuitant, and in the Case of Mortgages the Sum borrowed and the Rate of Interest to be paid thereon, and (in

the Case of Annuities) the Amount of the Annuity granted, shall be entered in a Book to be kept by the Clerk to the said Company (for which he shall be paid by the Person to whom such Mortgage or Grant of Annuity shall be made Five Shillings and no more); and the Person to whom any Mortgage or Grant of Annuity shall be made by virtue of this Act, or the Person who shall be entitled to the Money due on any such Mortgage, or to any such Annuity, may from Time to Time transfer his Right of Interest therein respectively to any Person whomsoever, by Writing under his Hand and Seal, duly stamped, in which the Consideration shall be fully stated, in the Form or to the Effect following; (that is to say,)

Form of  
Transfer of  
Mortgage or  
Annuity.

‘ I of in consideration of  
 ‘ the Sum of Pounds, paid to me by  
 ‘ of do hereby transfer to the said  
 ‘ his Executors, Administrators, and Assigns, a certain Mortgage [or  
 ‘ Annuity of Pounds, *as the Case may be*], Number  
 ‘ made by “The Company of Proprietors, of the *Birmingham*  
 ‘ and *Warwick* Junction Canal Navigation,” to bearing  
 ‘ Date the Day of [in the Case of  
 ‘ a Mortgage, for securing the Sum of and all  
 ‘ Interest now due and to become due thereon], and all my  
 ‘ Right and Property therein. Dated this Day of  
 ‘ in the Year of our Lord One thousand eight  
 ‘ hundred and .’

Memorial of  
Transfer to  
be made by  
the Clerk.

Or may use any other legal or valid Form of Transfer for the Purpose aforesaid; and every such Transfer shall, within Twenty-eight Days after the Date thereof, be produced to the Clerk of the said Company, who shall cause a Memorial to be made thereof in a Book to be kept as aforesaid (for which such Clerk shall be paid by the said Transferee Five Shillings and no more); and every such Entry made of such Transfer shall from thenceforth entitle such Assignee, his Executors, Administrators, and Assigns, to the full Benefit of the original Mortgage or Annuity; and it shall not from thenceforth be in the Power of any Person who shall have made any such Transfer to make void, release, or discharge the original Mortgage or Annuity, or any Money thereby secured, or any Part thereof; and every Annuity to be granted by virtue of this Act shall be Personal Estate, and transmissible as such: Provided always, that no Person to whom any such Mortgage or Grant of Annuity as herein-before is mentioned shall be made or transferred as aforesaid shall be capable of acting or voting by virtue thereof, either as a Principal or Proxy, at any General or Special Assembly of the said Company.

Securities  
not to be  
assigned, ex-  
cept by an  
Instrument  
in Writing.

CCI. Provided always, and be it further enacted, That no Mortgage or Grant of Annuity, or Security to be made or issued by the said Company under the Authority of this Act, shall be assigned or transferred, except by Deed or Instrument in Writing duly stamped according to the Laws in force, in which Deed or Instrument the Consideration for the Assignment or Transfer shall be truly specified and set forth; and the said Company shall not be bound or affected by the Transfer of any such Mortgage or Annuity unless such Transfer shall be duly registered as aforesaid.

CCII. And

CCII. And be it further enacted, That when any Sum of Money shall be borrowed by Mortgage pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period for the Repayment of the Principal Sum of Money so borrowed, with the Interest thereof; and in such Case the said Company shall cause to be inserted in such Mortgage the Time which shall be fixed or agreed upon for the Repayment of the Principal Money thereby to be secured, and such Sum of Money, with all Arrears of Interest due thereon, shall accordingly be paid, at the Time so to be fixed, to the Party who shall upon the Expiration of such Period be entitled to such Mortgage.

Company may fix a Period for Payment of Mortgages.

CCIII. And be it further enacted, That as well the Interest of the Money to be raised by virtue of this Act by way of Mortgage as aforesaid as the perpetual Annuities to be granted by virtue of this Act shall be paid half-yearly to the several Persons entitled thereto, in preference to any Dividends payable by virtue of this Act to the several Proprietors of Shares in the said Company; and in case the said Interest or Annuities, or any Part thereof respectively, shall be behind and unpaid by the Space of Twenty-one Days next after the same shall become due and payable as aforesaid, and the same shall not be paid within Seven Days next after Demand thereof shall have been made upon the said Company by a Notice in Writing given to the Clerk of the said Company, or left at the Office of the said Company, then it shall be lawful for any Two or more Justices of the Peace acting in and for the said County of *Warwick*, and they are hereby required, on Request made to them by or on behalf of any Mortgagee or Annuitant whose Interest or Annuity shall be so in arrear, by an Order under their Hands, to appoint some Person to receive the Whole or such Part of the said Tolls as shall be requisite to pay the Interest or Annuity so due and unpaid as aforesaid; and the clear Money to be received by such Person shall be paid by him to the Person to whom such Interest or Annuity shall be then due, until the same, together with the Costs and Charges of recovering and receiving the said Tolls, shall be fully paid and satisfied; and every such Receiver shall from Time to Time render to the Clerk of the said Company, upon Request, an Account in Writing of all Receipts and Payments made by him as such Receiver; and after such Interest and Costs shall be paid and satisfied the Power and Authority of such Receiver for the Purpose aforesaid shall cease and determine, and the Balance of any of the Monies received by him shall be paid to the said Company, or as they shall direct, or the Interest or Annuity so due and unpaid as aforesaid shall or may be sued for and recovered, with Costs, by Action of Debt, in any of Her Majesty's Courts of Record at *Westminster*.

Interest of Money borrowed on Mortgages to be paid in preference to Dividends.

CCIV. And be it further enacted, That after Payment or Satisfaction of all the Monies which shall have become due or shall be payable from the said Company upon or by virtue of any Mortgage or Grant of Annuity to be made under the Powers of this Act, or for the Redemption of such Annuity, all the Property, Right, and Interest by such Mortgage or Grant of Annuity vested in the Mortgagee

Property to revert to the Company after Payment of Mortgage, Debts, and Annuities.

Mortgagee or Annuitant, his Executors, Administrators, or Assigns, shall, without any Release or Assurance, or any other Act or Deed, immediately revert to and revest or be extinguished in the said Company.

Power to  
create a Re-  
serve Fund.

CCV. Provided always, and be it further enacted, That it shall be lawful for the said Company, or the Committee thereof, from Time to Time, according to any Vote or Resolution passed by the Proprietors thereof constituting any such Assembly as aforesaid, to lay out, in the Erection, Maintenance, Increase, or Accumulation of a reserved Capital for the Benefit of the said Company, any surplus Profits, Tolls, Duties, or Monies accruing to them from the said Canal and Works, in the Government Stocks or Funds, or in Exchequer Bills, or in Real Securities, or on such other Investment as shall be directed as aforesaid, in the Names of Trustees, to be nominated from Time to Time for this Purpose by the Company or their Committee, so that the Money so to be laid out and invested do not in any One Year exceed a Sum equal to One Tenth Part of the total Amount of Dividends made to the Proprietors in the Year preceding; and the Stocks, Funds, Securities, or other Premises upon which such Monies shall be so laid out, and the Interest, Dividends, and Produce thereof, shall constitute Part of the general Assets of the Company, and shall be disposable, from Time to Time as the said Company or their Committee by their Authority shall think proper, for the general Purposes of the said Undertaking, or for the Advantage of the said Proprietors.

Justices may  
proceed by  
Summons in  
Recovery of  
Penalties.

CCVI. And be it further enacted, That in all Cases in which by this Act any Penalty is made recoverable before any Justice of the Peace it shall be lawful for the Justice before whom Complaint shall be made for any Offence committed against this Act, and he is hereby required, to summon the Party complained against before him, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty incurred, or so much thereof as such Offender shall be adjudged to pay, and to proceed in the Recovery of the same, although no Information in Writing has been exhibited or taken before such Justice; and all Proceedings by Summons, without Information in Writing, shall be good, valid, and effectual to all Intents and Purposes as if an Information in Writing had been exhibited; and a Copy or Duplicate of such Summons, delivered to the Person therein required to appear, or left at his usual or last known Place of Abode, shall be deemed good and sufficient Service thereof.

Recovery  
and Appli-  
cation of  
Penalties.

CCVII. And be it further enacted, That all Penalties for the Offences in this Act mentioned, or imposed by any Rule, Order, or Bye Law to be made in pursuance hereof, in relation to which the Manner of convicting the Offenders is not herein particularly directed, shall be adjudged by and recovered before any Justice of the Peace for the County, Town, or Place in which such Offence shall occur, in a summary Way; and such Justice is hereby empowered to convict the Offender upon Information on the Oath of any credible Person,

or



or on the Confession of the Party offending (which Oath such Justice is hereby authorized to administer); and in default of Payment of any such Penalty the same shall be levied by Distress and Sale of the Offender's Goods by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any), on Demand, to the Party whose Goods shall be so distrained (the reasonable Charges of such Distress and Sale being first deducted); and all Penalties, when recovered, where the Application is not otherwise directed by this Act, shall be paid to the Treasurer of the said Company, for the Use and Benefit of the said Company, unless any such Penalty shall be incurred by the said Company, in which Case the same shall be paid One Half to the Informer and One Half to the Overseers of the Poor of the Parish of *Aston-juxta-Birmingham* aforesaid, to be applied by such Overseers for the Benefit of the Poor of such Parish or Place; and in case such Penalties shall not be forthwith paid, it shall be lawful for such Justice and he is hereby authorized and required to order the Offender so convicted to be detained and kept in safe Custody until a Return can be conveniently made to such Warrant of Distress, unless the Offender shall give sufficient Security to the Satisfaction of such Justice for his Appearance before such Justice, or before some other Justice of the Peace for such County, Town, or Place, on such Day as shall be appointed for the Return of such Warrant of Distress (such Day not being more than Seven Days from the taking of any such Security, and such Security the said Justice is hereby empowered to take by way of Recognizance or otherwise); but if upon the Return of such Warrant it shall appear that no sufficient Distress can be had whereupon to levy the said Penalty and such Costs as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of any such Justice, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods whereupon such Penalties, Costs, and Expences could be levied if a Warrant of Distress should be issued, (in either of which last-mentioned Cases such Justice of the Peace shall not be required to issue such Warrant of Distress,) it shall be lawful for such Justice, and he is authorized and required, by Warrant under his Hand and Seal, to commit such Offender to the Common Gaol or House of Correction for the County, Town, or Place where such Offence shall be committed, there to remain for any Time not exceeding Three Calendar Months, unless such Penalty, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by any such Justice as aforesaid, shall be sooner paid and satisfied, or unless such Offender shall be otherwise discharged by Course of Law.

CCVIII. Provided nevertheless, and be it further enacted, That it shall be lawful for the Committee of the said Company, from Time to Time, if they shall think fit, to pay and apply all or any Part of the Penalties and Fines by this Act granted to the said Company to and for the Use of the Informer or other Person aiding or assisting in the Apprehension of the Offender or Offenders or any of them.

Committee may pay Part of the Penalties to the Informers.

CCIX. And be it further enacted, That when any Distress shall be made for any Money to be levied by virtue of this Act, the

[Local.]

14 I

Distress

Provision in case of Irregularity of Distress.

Distress itself shall not be deemed unlawful, nor the Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress or other Proceeding relating thereto, nor shall the Party distraining be deemed a Trespasser *ab initio* on account of any Irregularity which shall be afterwards committed by the Party distraining, but the Person aggrieved by such Irregularity shall and may recover full Satisfaction for the special Damage in an Action upon the Case.

For securing  
transient  
Offenders.

CCX. And whereas Persons guilty of Offences against this Act may be transient Persons, unknown to the Collectors, Engineers, Surveyors, or other Officers under this Act; be it therefore enacted, That it shall and may be lawful to and for any of the said Collectors, Engineers, Surveyors, or other Officers respectively to seize and detain any such unknown Person guilty of any Offence against this Act, and convey him forthwith before any Justice of the Peace for the County, Town, or Place in which such Offence may be committed, without any Warrant or other Authority than this Act for so doing, and such Justice is hereby empowered and directed to proceed immediately to the Conviction or Acquittal of such Offender.

Form of  
Conviction.

CCXI. And for the more easy Conviction of Offenders, be it further enacted, That as often as any Person shall be convicted before any Justice of the Peace of any Offence against this Act, or against any Bye Law, Rule, or Order to be made under the Authority of this Act, the Conviction may be drawn up according to the following Form, or any other Form to the like Effect, as the Case may require; (that is to say,)

‘ to wit. } BE it remembered, That on the Day of  
‘ A.B. is convicted before me C.D., One of Her Majesty’s Justices  
‘ of the Peace for the of for that  
‘ the said on the Day of at  
‘ did [*here specify the Offence, and the Time and Place when and  
‘ where committed*], contrary to an Act passed in the Year  
‘ of the Reign of Queen *Victoria*, intituled [*here set forth the Title of  
‘ this Act, or, in case of any Offence against any Order, Rule, or  
‘ Bye Law, state the Order, Rule, or Bye Law made under the Autho-  
‘ rity of this Act, with the Title of the Act*]. Given under my Hand  
‘ and Seal the Day and Year first above written.’

Penalty on  
Witnesses  
refusing to  
attend or  
give Evi-  
dence

CCXII. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter of Fact contained in any Information and Complaint for any Offence committed against this Act, or any such Order, Rule, or Bye Law as aforesaid, either on the Part of the Prosecutor or of the Person accused, shall refuse or neglect to appear at the Time and Place for that Purpose appointed, having been paid or tendered a reasonable Sum for his Costs and Charges, without a reasonable Excuse for such Refusal or Neglect, or appearing shall refuse to be examined upon Oath and to give Evidence before such Justice, then and in any such Case every such Person shall

shall forfeit and pay for every such Offence any Sum not exceeding Ten Pounds, to be recovered in like Manner as any Penalty imposed by this Act may be recovered.

CCXIII. And be it further enacted, That in case any Dispute, Suit, or Litigation shall arise touching or in anywise relating to any of the Tolls which the said Company are entitled to receive, or respecting any Matter relating to the said Company, no Person acting under the Authority of or in the Service of the said Company shall for that Reason alone be in any Manner incapacitated from giving Evidence respecting such Dispute, Suit, or Litigation.

Company's  
Servants not  
incompetent  
Witnesses.

CCXIV. And be it further enacted, That in all Actions or Suits at Law or in Equity, and in all Proceedings under this Act or otherwise, for any Claim or Compensation against or on behalf of the said Company, and also in all Prosecutions commenced or instituted by or on the Behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for the Clerk for the Time being of the said Company, not being personally interested, otherwise than as a Proprietor of Shares in the said Undertaking, in his own Name, for and on behalf of the said Company, to sign, execute, and deliver any such general or other Release as may be deemed to be necessary for the Purpose of exonerating and releasing any Person who may be produced as a Witness in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding as aforesaid, from any Claim or Demand which may be necessary to be released by the said Company, in order to qualify such Person to give Evidence as a Witness in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding, and also to do any other Act in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding which any Plaintiff, Defendant, or other Party may do in any Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding; and every such Release and Act respectively shall be as valid and effectual to all Intents and Purposes whatsoever as if the same were under the Seal of the said Company.

Clerk of the  
Company  
may grant  
Releases to  
Witnesses.

CCXV. And be it further enacted, That every Person who, in any Examination to be taken upon Oath by virtue of this Act, shall wilfully and corruptly give false Evidence, or otherwise forswear himself before any Jury, or any Justice of the Peace acting under the Authority of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the same Fines and Penalties as Persons guilty of Perjury are subject to by the Laws of this Realm.

Persons  
giving false  
Evidence.

CCXVI. And be it further enacted, That it shall be lawful for any Two or more Justices of the Peace for the County of *Warwick*, 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

For Appoint-  
ment of  
Special Con-  
stables.

Magistrates

Magistrates 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 the Person so appointed shall take an Oath to be administered by such Justices 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 of the said Magistrates, and shall possess and enjoy the same Powers, Protections, and Privileges as the Parties so dismissed or removed possessed or enjoyed.

In case of Nonpayment of Compensation for Damages, the same may be levied by Distress, &c.

CCXVII. And be it further enacted, That when any Sum of Money shall be directed to be paid by any Justice of the Peace, in pursuance of this Act, as or by way of Compensation for any Damage, Spoil, or Injury of any Kind whatsoever committed by the said Company, or any Person acting under their Authority, and such Sum of Money shall not be paid by the said Company to the Party entitled to receive the same within Ten Days after Demand in Writing made from or upon the said Company in pursuance of the Directions of such Justice, and in which Demand the Direction or Order of such Justice shall be stated, the Amount of such Compensation

pensation shall and may be levied by Distress and Sale of the Goods of the said Company under a Warrant to be issued for that Purpose by such Justice, which Warrant such Justice is hereby authorized and required to grant under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Sum of Money as or by Way of Compensation for any such Damage or Injury as aforesaid; and in case any Overplus shall remain after Payment of such Sum of Money, and the Expences of hearing and determining the Matter in dispute, and also the Expences of such Distress and Sale, then and in such Case such Overplus shall be returned, on Demand, to the said Company or such Treasurer as aforesaid: Provided always, that it shall be lawful for such Treasurer to retain, out of any Monies which he shall have received or shall receive in pursuance of this Act, the Sum of Money so directed to be paid by such Justice as aforesaid, and also all such Costs and Expences as he shall have sustained by virtue of any such Warrant as aforesaid.

CCXVIII. And be it further enacted, That when any Damages or Charges are authorized to be paid or recovered in addition to any Penalty for any Offence in this Act mentioned, the Amount of such Damages or Charges, in case of Dispute respecting the same, shall be settled and determined by the Justice of the Peace by or before whom any Offender shall be convicted of any such Offence, who is hereby authorized and required, on Nonpayment thereof, to levy such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels in manner by this Act directed for the levying of any Penalties.

Damages and Charges may be settled by Justices.

CCXIX. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form, or removed by Certiorari, or any other Writ or Process whatsoever, into any of Her Majesty's Courts of Record at *Westminster*.

Proceedings not to be quashed for Want of Form.

CCXX. And be it further enacted, That if any Person or Corporation shall think himself or themselves aggrieved by any Order or Judgment made or given in pursuance of any Rule, Bye Law, or Order of the said Company, or if the said Company or any such Person or Corporation shall think himself or themselves aggrieved by any Order, Judgment, or Determination of any Justice of the Peace, relating to any Matter in this Act mentioned or contained, such respective Parties may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been given, appeal to the Justices of the Peace of any General or Quarter Sessions to be holden in and for the County wherein such Cause of Appeal shall arise, first giving Ten Days Notice in Writing of such Intention to appeal, and of the Nature of such Matter or Cause of Appeal, to the Person or Corporation against whom such Complaint shall be intended to be made, or to the said Company (as the Case may be), and entering into Recognizance before some Justice of the Peace, with Two sufficient Sureties, in the Sum of Twenty Pounds each, or in case the Company or any other Corporation shall be the Appellants, Two sufficient Sureties entering into Recognizance for them in the

Appeal to General Quarter Sessions.

[*Local.*]

14 K

like

like Sum, conditioned to try such Appeal, and to abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or, if they think proper, may adjourn the Hearing thereof to the next following General or Quarter Sessions of the Peace to be holden for such County; and the said Justices may, if they see Cause, mitigate any Forfeiture or Fine, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye Law, or Determination, and may also order and award such further Satisfaction and Costs to be made or paid to the Party injured as they shall judge reasonable.

Service of  
Notice on  
the Com-  
pany.

CCXXI. And be it further enacted, That in all Cases wherein it may be necessary for any Person to serve any Summons, Demand, or Notice, or any Writ or other Proceeding, at Law, in Equity, or otherwise, upon the said Company, Service thereof respectively on the Clerk of the said Company, or by leaving the same at the Head Office of the said Company in *Birmingham* aforesaid, or in case such Clerk or the said Office shall not be found or known, then Service thereof on any Agent or Officer employed by or One of the Committee of the said Company, or by leaving the same at the usual Place of Abode of such Agent or Officer, or One of the Committee, shall be deemed good and sufficient Service of the same respectively on the said Company.

Service of  
Notice by  
the Com-  
pany.

CCXXII. And be it further enacted, That in all Cases wherein it may be necessary for the said Company to give any Summons, Demand, or Notice of any Kind whatsoever to any Person or Corporation, under the Provisions or Directions contained in this Act, such Summons, Demand, or Notice may be given in Writing, signed by the Clerk, Attorney, or Solicitor for the Time being of the said Company, without being required to be under the Common Seal of the said Company.

Mode of  
Proof, &c.  
by Company,  
in Cases of  
Bankruptcy  
and Insol-  
vency.

CCXXIII. And be it further enacted, That in case any Fiat in Bankruptcy shall be awarded against any Person who shall be indebted to the said Company, or against whom the said Company shall have any Claim or Demand, or in case any Person who shall be indebted to the said Company, or against whom the said Company shall have any Claim or Demand, shall petition to take the Benefit of any Insolvent Act, it shall be lawful for the Clerk of the said Company to appear, and he is hereby authorized to appear, and act on behalf of the said Company in respect of any such Debt, Claim, or Demand, before the Commissioners under any such Fiat in Bankruptcy, or before the Court of Insolvent Debtors or any Commissioner thereof, either personally or by his Affidavit, to be sworn and exhibited in the usual Manner, in order to prove and establish any such Debt, Claim, or Demand under such Fiat or Insolvency; and the said Clerk, or the Person so for the Time being to be appointed, shall in all such Cases be admitted and allowed to make Proof or tender a Claim under any such Fiat or Insolvency on behalf of the said Company in respect of such Debt, Claim, or Demand, and shall have such and the same Powers and Privileges as to voting in the Choice of  
Assignees

Assignees (and as to signing Certificates in case of Bankruptcy), and otherwise, in respect of any Debt admitted to be proved on behalf of the said Company, as any other Person being a Creditor of such Bankrupt or Insolvent in his own Right would have in respect of the Debt proved by him under such Fiat or Insolvency.

CCXXIV. And be it further enacted, That it shall be lawful for the Clerk of the said Company, by Authority of the Committee, to execute any Creditor Deed, Letter of Licence, Composition, or Release, in his own Name on behalf of the said Company. Clerk of the Company may execute Deeds, &c.

CCXXV. And be it further enacted, That it shall be lawful for the Clerk of the said Company, or for any other Person who shall from Time to Time in that Behalf be appointed by the Assembly or Committee of the said Company (such Appointment to be verified by the Signatures of Five or more Members of the Committee), to attend, act, and vote for and on behalf of the said Company at any Parish, Town, Hamlet, or Vestry Meeting, in respect of the rateable Property belonging to the said Company in any Parish, Township, or Hamlet. Clerk of the Company may vote at Parish or Vestry Meeting.

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

CCXXVII. 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. Public Act.

## The SCHEDULE to which the foregoing Act refers.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
<i>Parish of Aston-juxta-Birmingham, Township of Bordesley.</i>			
Charles Bowyer Adderley	- -	{ Charles Todd - William Ferney - Hiram Hill -	Gardens.
Trustees of Blue Coat Charity School Estate in Birmingham.	Sarah Hooper	- William Such -	House and Garden.
Ditto - -	Ditto - -	John Quill - -	House and Garden.
Ditto - -	- -	Charles Payne - -	Garden and Summer house.
Ditto - -	- -	Widow Walford - -	Ditto.
Ditto - -	- -	- -	Road to the above-men- tioned Gardens.
Ditto - -	- -	Edward Smallbone - -	Garden.
Ditto - -	- -	John Moore - -	Ditto.
Ditto - -	- -	- -	Road to Gardens.
Ditto - -	- -	Posthumous Proctor - -	Garden.
Ditto - -	- -	William Smith - -	Ditto.
Ditto - -	- -	William Smith - -	Ditto.
Ditto - -	- -	Thomas Turner - -	Ditto.
Ditto - -	- -	Joseph Fantham - -	Ditto.
Ditto - -	- -	Thomas Turner - -	Ditto.
Ditto - -	- -	Thomas Leadbeater - -	Ditto.
Ditto - -	- -	William Swann - -	Garden with Summer- house.
Ditto - -	- -	Isaac Chambers - -	Garden.
Ditto - -	- -	Joseph Craythorne - -	Ditto.
Ditto - -	- -	Benjamin Sidney - -	Ditto.
Ditto - -	- -	Widow Rowe - -	Ditto.
Ditto - -	- -	John Aspbury - -	House and Garden.
Ditto - -	- -	John Owen - -	Ditto.
Ditto - -	- -	John Moore - -	Ditto.
Ditto - -	- -	Edward Johnson - -	Garden.
Ditto - -	- -	John Moore - -	Garden and Pigstyes.
Ditto - -	- -	John Owen - -	Garden.
Ditto - -	- -	John Aspbury - -	Ditto.
Ditto - -	- -	John Poole - -	House and Garden.
Ditto - -	- -	John Nutt - -	Garden and Summer- house.
Ditto - -	- -	Thomas Freeman - -	Garden.
Ebenezer Robins	- -	Ebenezer Robins - -	Pasture Land.
Cornelius Robins	- -	- -	- -
Feoffees of Lench's Cha- rity Estate.	Trustees of the Blue Coat Charity School Estate in Birmingham.	Void - -	House and Yard.
	George Fowler - -	Void - -	Ditto.
	John Marr - -	John Carter - -	Ditto.



Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Feoffees of Lench's Charity Estate.	{ John Marr - Joseph Heath -	{ Joseph Heath - William Brown - John Johnson - Thomas Swain - James Evans - Edward Holt - Elizabeth Deakin -	House and Yard. Ditto. Ditto. Ditto. Ditto. Ditto. Ditto.
Ditto -	Ditto -	{ Joseph Heath - William Brown - John Johnson - Thomas Swain - James Evans - Edward Holt - Elizabeth Deakin -	Garden. Ditto. Ditto. Ditto. Ditto. Ditto. Ditto.
Ebenezer Robins - Cornelius Robins - Trustees of the Blue Coat Charity School Estate in Birmingham.	Ditto -	Charles Pountney - Void -	{ Brick Kiln, Drying Shed, and Land. Open and uncultivated Land.
Ditto -	John Warden -	{ John Warden - James Peyton -	House and Yard. Ditto, with Brewhouse and Stable.
Ditto -	John Brown -	{ Thomas Evans - Void - George Gardner -	House and Yard. Ditto. House, Garden, and uncultivated Land.
Ditto -	Ditto -	{ John Detheridge - Void -	House, Yard, and Garden. Ditto, Ditto.
Ditto -	Ditto -	{ William Stokes - Henry Smith -	Garden. House, Yard, and Garden.
Ditto -	Ditto -	{ William Stokes -	Ditto, ditto, with Shop.
Daniel Ledsam - Joseph Soden - James Spooner -	-	Thomas Timms -	House and Garden.
Ditto -	-	-	Occupation Road to Gardens.
Ditto -	-	Thomas Watson -	Garden.
Ditto -	-	{ Robert Woodward - William Timlett -	House. House.
Ditto -	-	Charles Craythorne -	Garden.
Ditto -	-	Edward Freeman -	House and Garden.
Ditto -	-	{ William Knowles - Charles Craythorne -	House.
Ditto -	-	{ William Hartilow - Moses Wall -	House. House.
Ditto -	-	{ William Knowles - William Hartilow -	Garden. Ditto.
Ditto -	John Warden -	{ Moses Wall - John Warden -	Ditto. Brick Yard, Kilns, Sheds, and Land.
Ditto -	-	Ditto -	Pasture.
Ditto -	-	William Hartilow -	Garden.
Ditto -	-	John Andrews -	Ditto.
Ditto -	-	William Garlick -	Ditto.
Ditto -	-	William Stone -	Ditto.
Ditto -	-	David Tibbits -	Ditto.
Ditto -	-	Joseph Richards -	Garden.
Ditto -	-	Edward Freeman -	Ditto

[Local.]

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Daniel Ledsam - - }	- - -	- - -	Occupation Road to
Joseph Soden - - }	- - -	- - -	Gardens.
James Spooner - - }	- - -	John Walmsley - -	Garden.
Ditto - - -	- - -	William Plant - -	Ditto.
Ditto - - -	- - -	- - -	- - -
<i>Parish of Aston-juxta-Birmingham, Township of Saltley and Washwood.</i>			
Daniel Ledsam - - -	- - -	Daniel Ledsam - - }	Open Land.
Joseph Soden - - -	- - -	Joseph Soden - - }	
James Spooner - - -	- - -	James Spooner - - }	
Jane Mills - - -	- - -	Jane Mills - - }	
Charles Bowyer Adderley	- - -	John Chattaway - -	Pasture.
Ditto - - -	- - -	Ditto - - -	Occupation Road.
Ditto - - -	- - -	Ditto - - -	Intended Road.
Samuel Tertius Galton -	William Edwards -	William Edwards -	House, Wire Mill, Buildings, Yards, Garden, Watercourses, and Premises.
Charles Bowyer Adderley	- - -	{ John Chattaway and Thomas Chambers }	Meadow.
Surveyors of the Highways	- - -	- - -	Intended Road.
Charles Bowyer Adderley	John Chattaway, Tenant.	Edward Grundy -	Garden.
Ditto - - -	Ditto - - -	William Edwards -	Ditto.
Ditto - - -	Ditto - - -	Henry Tysall - -	Ditto.
Ditto - - -	- - -	Henry Brown - -	Pasture.
Ditto - - -	- - -	Ditto - - -	Garden.
Mary Dowler - - -	- - -	{ Joseph Hudson Henry Holt - - - William Marsh - - - Robert Perry - - - Void - - -	House, Brewhouse, and Garden. Ditto. Ditto. Ditto. Ditto.
Thomas Corfield	- - -	{ Cain Coleman Charles Grimley - - William Coleman - - Charles Powell - - William Bradley - - Abraham Foden - - William Archer - - John Fitzgerald - - Thomas Horton - - George Hall - - - Samuel Birch - - - James Muirhead - - Henry Tysall - - - William Veisey - -	Garden and Summerhouse. Ditto. Ditto. Ditto. Ditto. Ditto. Ditto. Ditto. House and Garden. Ditto. Ditto. Ditto. Ditto. Ditto.
John Chattaway - - -	John Edwards -	{ George Goldingay -	Toll House and Garden.
Trustees of the Turnpike Road from Birmingham to Coleshill.	George Goldingay -	George Goldingay -	
Charles Bowyer Adderley	- - -	Ditto - - -	Part of Garden.
Trustees of the Turnpike Road from Birmingham to Coleshill.	- - -	- - -	Waste Land adjoining Road.
Charles Bowyer Adderley	Joseph Gaskins -	{ John Gadd - - - William Bradshaw - - Void - - -	House and Yard. Ditto. Ditto.
John Chambers - - -	- - -	John Wynn - - -	House and Garden.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
William Hanson - -	- - -	William Hanson -	Stable.
Charles Wilkes Waldron	- - -	Charles Wilkes Waldron	Meadow.
Ditto - -	- - -	- - -	Two unfinished Houses.
Robert Benton - -	- - -	John Johnson - -	Garden.
Thomas Hutton - -	- - -	William Butler -	Meadow and Pasture.
Ditto - -	- - -	Ditto - -	Occupation Road.
Robert Benton - -	{ Samuel Savage - Henry Savage, and	Henry Savage, and Wal- ter Alcock.	{ House, Mill, Warehouse, Forge, Counting- house, Ships, Yard, and Premises.
	{ Walter Alcock -	George Warner -	{ Cottage.

*Parish of Aston-juxta-Birmingham, Township of Duddeston and Nechells.*

Robert Benton - -	- - -	- - -	Occupation Road.
Ditto - -	{ Samuel Savage - Henry Savage, and Walter Alcock -	{ Widow Butcher - John Salter - John Smith - William Knight -	{ House and Garden. Ditto. Ditto. Ditto.
Ditto - -	Ditto - -	Widow Butcher -	Garden.
Ditto - -	Ditto - -	George Warner -	Ditto

*Parish of Aston-juxta-Birmingham, Township of Erdington.*

Mary Holte Bracebridge	{ William Wheelwright and John Kestin Oram - - -	{ John Kestin Oram -	{ Limekiln, Wharf, Road, and Land.
Company of Proprietors of the Birmingham Canal Navigations.	- - -	John Kestin Oram -	Shed and Land.
Ditto - -	John Kestin Oram	{ George Hurt - Charles Butler -	{ Garden. Ditto.
Walter Henry Bracebridge	William Wheelwright	George Hurt - -	Cottage, Yard, and Garden.
Mary Holte Bracebridge	John Kestin Oram	Charles Butler - -	Ditto.

