ANNO DECIMO SEXTO

Georgii III. Regis.

CAP. XXVIII.

An Act for making and maintaining a navigable Canal from or near the Town of *Stourbridge*, in the County of *Worceſter*, to join the *Staffordſhire* and *Worceſterſhire* Canal, at or near *Stourton*, in the County of *Stafford*; and alſo Two collateral Cuts, One from a Place called *The Fens*, upon *Penſnet-chace*, to communicate with the intended Canal near the Junction of *Wordeſley-brook* with the River *Stour*; and the other from a Place called *Black Delph*, upon the ſaid Chace, to join the firſt-mentioned collateral Cut at or near certain Lands called *The Lays*, in the Pariſh of *Kingſwinford*, in the ſaid County of *Stafford*.

WHEREAS the making a Canal for the Navigation of Boats, Barges, and other Veſſels, from or near the Town of Stourbridge, in the County of Worceſter, through the ſeveral Pariſhes of Oldſwinford, Kingſwinford, and Kinfare, in the Counties of Stafford and Worceſter, to join the Staffordſhire and Worceſterſhire Canal, at or near a Place Preamble.

Place called Stourton, in the said County of Stafford; and also the making Two collateral Cuts, One from a Place called The Fens, upon Pensnet-chace, through the said Parish of Kinswinford, to communicate with the said intended Canal near the Junction of Wordesley-brook with the River Stour; and the other from a Place called Black Delph, upon other Part of Pensnet-chace, to or near Bague's Glass-houses in Brettel-lane, and from thence to certain Collieries called The Moors, and to or near certain Lands called The Lays in the said Parish of Kingswinford in the said County of Stafford, there to join and communicate with the said first mentioned collateral Cut, will render the Carriage of Coal, Iron-stone, and Limestone, from several Mines in that Part of the Country, much easier and cheaper than at present, which will be of great Advantage to the Trade and Manufactures of the said Town of Stourbridge and Parts adjacent, and to the several Counties of Worcester, Gloucester, Hereford, and Warwick, and also to other Parts of the Kingdom, and will be of publick Utility: And whereas the several Persons herein-after named are desirous, at their own proper Costs and Charges, to make and maintain the said Canal and collateral Cuts, but cannot effect the same without the Authority of Parliament; may it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the Right Honourable George Harry Earl of Stamford, the Right Honourable John Lord Viscount Dudley and Ward, the Right Honourable Lady Viscountess Dowager Dudley and Ward, the Honourable William Ward, Sir John Wrottesley Baronet, John Foster, John Foster junior, Edward Russell, John Becher, Oliver Dixon, John Pidcock, Joseph Robins, Thomas Hill junior, George Ensell, Sampson Freeth, William Moseley, Abiather Hawkes, Thomas Barnsley, Charles Harris, the Executors of Thomas Raybould deceased, Thomas Raybould, Samuel Ray, William

Names of the Proprietors;

William Scott, Benjamin May, Jonathan Stokes, Benjamin Pratt, Robert Honeyborne, Richmond Aſton, John Southwell, Thomas Smallman, Walter Bradley, Dioniſius Bradley, George Crow, Thomas Dudley, Richard Croft, Benjamin Brettell, Francis Homfray, Frances Homfray, Rachel Vernon, Elizabeth Cardale, John Keelinge, John Iddins, John Parker, Suſanna Brettell, Joſeph Harper, John Francis, Francis Witton, Mary Gill, Thomas Hornblower, George Jellicoe, Martha Nicholls, Edward Hickman, Frances Dovey, Other Philpott, John Gibbons, Edward Dixon, Iſaac Pratt, Jeremiah Brettell, Joſiah Ruſton, Thomas Talbot Foley, Frances Henzey, John Richards, Daniel Winwood, Thomas Savage, Robert Morgan, William Jones, James Keir, John Watſon, Thomas Foley, Wilſon Ayleſbury Roberts, James King, and Thomas Robinſon, their ſeveral and reſpective Succeſſors, Executors, Adminiſtrators, and Aſſigns, together with ſuch Perſon or Perſons as they, or the major Part of them, aſſembled at any General Meeting, to be held as herein-after mentioned, ſhall nominate and appoint under their Hands and Seals, are and ſhall be united into a Company, for the better carrying on, making, and maintaining, the ſaid Canal, and collateral Cuts, according to the Rules, Orders, and Directions, herein-after preſcribed; and ſhall for that Purpoſe be One Body Politick and Corporate, by the Name of The Company of Proprietors of the *Stourbridge* 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 alſo ſhall have Power and Authority to purchaſe Lands, to them and their Succeſſors and Aſſigns, for the Uſe of the ſaid Navigation, without incurring any of the Penalties or Forfeitures of the Statute of Mortmain: And the ſaid Company of Proprietors, their Succeſſors and Aſſigns, ſhall and may, and they are hereby authoriſed and impowered, from and after the paſſing of this Act, by themſelves, their Deputies, Agents, Workmen, and Servants, to make and complete a Canal navigable and paſſable for Boats, Barges, and other Veſſels, from

who are incorporated;

Their Powers.

Courſe of the Canal and Cuts deſcribed.

from or near the said Town of Stourbridge, to join and communicate with the said Staffordshire and Worcestershire Canal, at or near Stourton aforesaid; and which said Canal shall be made and carried in the Line and Direction herein-after mentioned; (that is to say) That the said Canal shall begin and be made upon some Part of the Lands belonging to the Right Honourable George Harry Earl of Stamford, situate in Amblecoat, in the Parish of Oldswinford, in the County of Stafford, which adjoin to the Turnpike-road leading from Stourbridge to Wolverhampton, and be continued through other Part of the Lands belonging to the said Earl in Amblecoat aforesaid; and through or near to certain Lands belonging to Thomas Foley, Edward Russell, Esquires, and John Addenbrooke Homfray Gentleman, respectively in Amblecoat aforesaid; and from thence on the North-east Side of the River Stour through certain Lands lying in the Parish of Kingswinford, in the County of Stafford aforesaid, to or near a Brook called Wordesley-brook in the said Parish of Kingswinford; and from thence on the South Side of a certain Cut or Aqueduct leading to Wire-mills belonging to John Hodgetts Esquire, at Hafcut, in the Possession of John Ryland, through the said Parishes of Oldswinford and Kinfare, to or near Stourton, in the said Parish of Kinfare, in the County of Stafford aforesaid, there to join and communicate with the said Staffordshire and Worcestershire Canal; and the said Company of Proprietors, their Successors and Assigns, Deputies, Agents, Workmen, and Servants, shall, and are hereby also authorised and impowered to make and complete Two collateral navigable Cuts; (that is to say) One from a Place called The Fens, upon Pensnet-chace, through the said Parish of Kingswinford on the South Side of Wordesley-brook, to communicate with the said intended Canal near the Junction of the said Brook with the River Stour; and the other collateral Cut from a Place called Black Delph upon other Part of Pensnet-chace, to or near Bague's Glass-houses in Brettell-lane, and from thence through Land of Robert Honeyborne Gentleman, to certain Collieries called The Moors, and

through Lands called Meep Lands, belonging to John Foster Esquire, to or near certain Lands called The Lays, in the said Parish of Kingswinford, in the said County of Stafford, there to join and communicate with the said first mentioned collateral Cut; and to supply the said Canal, and collateral Cuts, whilst the same shall be making, and when made, with Water from all such Brooks, Springs, Streams, and Watercourses, (except as herein-after mentioned) as shall be found in making the said Canal and collateral Cuts, or within the Distance of One thousand Yards from any Part of the said collateral Cuts, or from any Reservoir or Reservoirs to be made, as is herein-after mentioned, for supplying the said Canal and collateral Cuts with Water; and the said Company of Proprietors, their Successors and Assigns, are hereby also authorised and impowered, by themselves, and their Deputies, Agents, Servants, and Workmen, to make One or more Reservoir or Reservoirs at or near the Summit of the said collateral Cuts, and to erect One or more Engine or Engines, or other Machines, for the Purpose of supplying the said Canal and collateral Cuts with Water, and such and so many Feeders and Aqueducts for supplying the said Reservoirs and collateral Cuts with Water, as to them shall seem necessary or proper; and for the Purposes aforesaid, the said Company of Proprietors, their Successors and Assigns, and their Agents, Servants, and Workmen, are hereby authorised and empowered to enter into and upon the Lands and Grounds of or belonging to the King's Majesty, His Heirs or Successors, or of any other Person or Persons, Bodies Politick, Corporate, or Collegiate whatsoever, (not being, upon the Twenty-fifth Day of March, One thousand seven hundred and seventy-five, the Ground whereon a House stood, or a Garden, Yard, Park, Paddock, planted Walk, or Avenue to a House, Lawn inclosed or adjoining to a Mansion-house, unless with the Consent of the Owners and Occupiers thereof respectively), and to survey and take Levels of the same, or any Part thereof, and to set out and ascertain such Parts thereof as they shall

Company of Proprietors impowered to supply the Canal with Water from th adjoining Brooks, *etc.*

to enter Lands or Grounds to take Surveys, *etc.*

shall think necessary and proper for making the said Canal and collateral Cuts, and all such other Matters and Conveniences as they shall think proper and necessary for making, effecting, preserving, improving, completing, and using the intended Navigation; and also to bore, dig, cut, trench, sough, remove, take, carry away, and lay, Earth, Soil, Clay, Stone, Rubbish, Trees, Roots of Trees, Beds of Gravel or Sand, or any other Matters or Things which may be dug or got in the making of the said Canal and collateral Cuts, or in the making of any Reservoir or Reservoirs, Feeders or Aqueducts, or out of any Lands or Grounds of any Person or Persons adjoining, or lying contiguous thereto, and which may be proper, requisite, or convenient, for carrying on, continuing, or repairing, the said Canal and collateral Cuts, or which may hinder, prevent, or obstruct, the making, using, completing, and maintaining the same; and also to make, build, erect, and set up, in or upon the said intended Canal or collateral Cuts, or upon the Lands adjoining or near to the same respectively, such and so many Bridges, Tunnels, Aqueducts, Sluices, Locks, Weirs, Pens for Water, Stanks, Reservoirs, Drains, Wharfs, Quays, Landing-places, Weigh-beams, Cranes, Fire-engines, or other Machines, and other Works, Ways, Roads, and Conveniencies, as and where the said Company of Proprietors, their Successors and Assigns, shall think requisite and convenient for the Purposes of the said Navigation; and also from Time to Time to alter, repair, amend, widen, or enlarge the same, or any other of the Conveniencies above-mentioned, as well for the carrying or conveying Goods, Commodities, and other Things, to or from the said Canal and collateral Cuts, as for the carrying or conveying of all Manner of Materials necessary for the making, erecting, finishing, altering, repairing, amending, widening, or enlarging the Works of and belonging to the said Navigation; and also to place, lay, work, and manufacture the said Materials on the Grounds near to the Place or Places where the said Works, or any of them, shall be or are intended to be made, erected, repaired, or done;

and to dig and carry away Stone, Gravel, *etc.*

Company may build Bridges, Sluices, *etc.*

and also to make, maintain, repair, and alter, any Fences or Passages over, under, or through, the said Canal or collateral Cuts, or the Reservoirs, Tunnels, Aqueducts, Soughs, Trenches, Passages, Gutters, Watercourses, and Sluices, respectively which shall communicate therewith; and also to make, set up, and appoint, such Roads, Towing-paths, Banks, and Ways, convenient for towing, haling, or drawing, of Boats, Barges, or other Vessels, passing in, through, or upon, the said Canal and collateral Cuts, as they the said Company of Proprietors, their Successors and Assigns, shall think convenient; and to construct, erect, and keep in Repair, any Piers, Arches, or other Works, in, upon, and across, any Rivers or Brooks, for making, using, maintaining, and repairing, the said Canal and collateral Cuts, and the Towing-paths on the Sides thereof; and also to construct, erect, make, and do, all other Matters and Things which they shall think necessary and convenient for the making, effecting, preserving, improving, completing, and using the said Navigation, in pursuance and within the true Meaning of this Act; they the said Company of Proprietors, their Successors and Assigns, doing as little Damage as may be in the Execution of the several Powers to them hereby granted; and making Satisfaction in Manner herein-after mentioned for all Damages to be sustained by the Owners or Proprietors of such Lands, Tenements, or Hereditaments, Waters, Watercourses, Brooks, or Rivers, respectively, as shall be taken, used, removed, diverted, or prejudiced, in or by the Execution of all or any of the Powers of this Act; and this Act shall be sufficient to indemnify the said Company of Proprietors, their Successors and Assigns, and their 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.

make Fences,

and Towing-paths, *etc.*

doing as little Damage as possible, and making Satisfaction for the same.

Provided always, That nothing in this Act contained shall extend, or be construed to extend, to impower or authorise the said Company of Proprietors, their Successors or Assigns, or their Agents, Servants, or Workmen, or any of them, on any Account or Pretence whatsoever,

Company not to dig Clay, *etc.* in any Lands of Mr. *Hodgetts.*

whatsoever, to dig or get any Earth, Stone, Clay, or Soil, in any of the Lands or Grounds of or belonging to John Hodgetts Esquire, without the Consent of the said John Hodgetts, his Heirs or Assigns, first had and obtained, in Writing under his or their Hand or Hands, (except what shall be necessary to be dug or gotten out of the Bed of the said Canal in cutting and making the same) or to make any Towing-path on the North Side of the said intended Canal, below the lowermost Lock to be erected and made on the said Canal, without such Consent as aforesaid.

Proviso. Provided also, That nothing in this Act contained shall extend, or be construed to extend, to impower or authorize the said Company of Proprietors, their Successors or Assigns, or their Servants, Agents, or Workmen, to carry or make the said Canal on the North or North-west Side of the aforesaid Cut or Aqueduct leading to the Wire-mills in the Possession of the said John Ryland, below the said Brook called Wordesley-brook.

Proprietors not authorised (without the Consent of Mr. *Hodgetts*,) to lay Earth, *etc.* on certain Places; And be it further enacted by the Authority aforesaid, That nothing in this Act contained shall extend, or be construed to extend, to impower or authorize the said Company of Proprietors, their Successors or Assigns, or their Servants, Agents, or Workmen, to lay any Earth or Spoil (except Stone to be afterwards taken away) on the Ground lying between the said intended Canal and the said Wire-mill Trench, from the Watering-place below Mistress Tilley's Farm-house, for the Distance of Three hundred and thirty Yards towards Bell's Mill, without the Consent of the said John Hodgetts in Writing first had and obtained.

nor to carry the Canal within 30 Yards of his Plantation at *Hafcut*; Provided always, and be it further enacted and declared by the Authority aforesaid, That nothing in this Act contained shall extend, or be construed to extend, to impower or authorize the said Company of Proprietors, their Successors or Assigns, or their Agents, Servants, or Workmen, or any of them, to make any Part of the said intended Canal, or to join or communicate the same with the Staffordshire and Worcestershire Canal Navigation, within the Distance of Thirty Yards of any Part

of

of the Plantation that surrounds the Piece of Water belonging to the said John Hodgetts at Hafcut; but that the said Canal shall be carried, and the said Junction shall be made, at no less Distance than Thirty Yards below any Part of the said Plantation, without the Consent of the said John Hodgetts, his Heirs and Assigns, first had and obtained in Writing, under his or their Hand or Hands.

nor to leave Spoil or Earth on his Land near the Road from *Hafcut* to *Stewponey*.

Provided also, and it is hereby enacted and declared by the Authority aforesaid, That it shall not be lawful for the said Company of Proprietors, their Successors and Assigns, or their Agents, Servants, or Workmen, or any of them, without the Consent in Writing of the said John Hodgetts, his Heirs or Assigns, to leave any Spoil or Earth on the Land of the said John Hodgetts, lying on the North-west Side of the Road leading from Hafcut to Stewponey, but the same shall be taken away by the said Company, their Successors and Assigns, at their own Expence, within Twelve Months after the said Canal shall be made navigable as aforesaid; except such Part of the Spoil or Earth as shall be necessary for making the Locks, Towing-paths, and Banks, of the said Canal.

Proprietors not to extend Canal within One Mile and a Half of *Birmingham* Canal, *etc.*

Provided always, That nothing in this Act contained shall extend, or be construed to extend, to authorise or empower the Company of Proprietors therein named, or their Successors or Assigns, or the said John Lord Viscount Dudley and Ward, his Heirs or Assigns, or any or either of them, or any other Person or Persons whomsoever, to extend, on the contrary, they are hereby restrained from extending, at any Time, the Canal hereby authorised to be made, or the collateral Cuts thereto belonging, or any or either of them, to any Place or Places whatsoever, lying or being within the Distance of One Mile and an Half of the Birmingham Canal Navigation, or the collateral Cuts thereto belonging, or within the Distance of One Mile and an Half of any Part of them, or either of them, either by a Canal, Cut, Sluice, Tunnel, or otherwise howsoever; and also from making or extending, at any Time, any Cut, Sluice, Trench, or Tunnel, from the said Birmingham Canal or collateral Cuts, to the said

said Canal and Cuts hereby authorised to be made, or to any Part of them, or either of them, or within the Distance of One Mile and an Half of the said Canal and Cuts hereby authorised to be made, or any Part of them, or either of them, without the Consent of the Company of Proprietors of the said Birmingham Canal, or their Successors or Assigns, under their Common Seal, for that Purpose first had and obtained.

No Water to be taken out of *Birmingham* Canal Navigation, *etc.*

Provided also, That nothing in this Act contained shall extend, or be construed to extend, to enable, authorise, or empower, the Proprietors herein named, or their Successors or Assigns, or any other Person or Persons whomsoever, to take any Water from the said Birmingham Canal Navigation, or the collateral Cuts to the same belonging, or any Water from any Brooks, Springs, Streams, or Watercourses, that are now taken into, and which supply the said Birmingham Canal or collateral Cuts, or the Reservoirs made, or to be made, for the Accommodation of the same, or which the Proprietors of the said Birmingham Canal, their Successors or Assigns, have a Right to take into the said Canal and collateral Cuts or Reservoirs, under and by virtue of the Acts of Parliament made and passed with respect to such Birmingham Canal, or to divert or otherwise to intermeddle with any such Water, Brooks, Springs, Streams, or Watercourses.

Proprietors not to take or divert certain Waters.

Provided also, That it shall not be lawful for the said Company of Proprietors, their Successors or Assigns, or their Agents, Servants, or Workmen, or any of them, or any other Person or Persons whomsoever, who shall at any Time hereafter make any Cut, Sluice, or Communication whatsoever, with the said intended Canal or collateral Cuts, by virtue of the Powers contained in this Act, on any Account or Pretence whatsoever, to divert or take, for the Use or Supply of the said intended Canal, any Water from or out of any Part of the Rivers Stour or Smestow, or from or out of a certain Brook or Rivulet running by a Place, called Withymore-mill, into the New Pool, or a certain other Brook or Rivulet running into the said New Pool, by a Place called Salt-water Spring, or a certain other Brook or Rivulet, running

into the said New Pool, by the Level coal-work on Pensnet-chase, or a certain other Brook or Rivulet, called Holbeche-brook, running into the said River Smestow, or from or out of any other Rivulet, Brook, Stream, Watercourse, or Spring whatsoever, running into or communicating with the said Rivers Stour or Smestow; but they and every of them are hereby expressly forbidden and restrained from so doing.

Reservation of Waters for the Use of the Navigation.

Provided nevertheless, That nothing herein contained shall hinder or prevent the said Company of Proprietors, their Successors or Assigns, from having or taking, for the Use of the said Navigation, any Waters to be raised or got by means of any Fire-engine or Fire-engines, or other Machine, erected or to be erected upon or near to any Part of Pensnet-chase, or near to the said collateral Cuts for draining the Water from any of the Coal or other Mines there; nor from taking or intercepting any Rain-water or Land-floods, by means of any Reservoir or Reservoirs to be made on Pensnet-chase, or on the Summit of the said Navigation, for the Purpose of supplying the same with Water; nor from taking or diverting into the Summit of the said collateral Cuts, certain Springs, Streams, or Rivulets, rising on Pensnet-chase, and which at present flow into Wordesley-brook; as also certain other Springs, Streams, or Rivulets, which at present flow into Audnam-brook, as well as any other Springs, which will be necessarily intercepted in the making of the said collateral Cuts.

Proprietors not to make Reservoirs on the South-east Side of the Turnpike-road between *Dudley* and *Brierley-hill*, *etc.*

And whereas a Bill is now depending in Parliament for making and maintaining a Navigable Canal, and which is intended to be called The Dudley Canal Navigation, within and from certain Lands belonging to Thomas Talbot Foley Esquire, in the Parish of Dudley in the County of Worcester, to join and communicate with the said Stourbridge Navigation hereby authorised to be made at the Black Delph aforesaid: Therefore, in order to preserve a Supply of Water for the said Dudley Canal, be it enacted by the Authority aforesaid, That nothing in this Act contained shall authorise or impower the said Company of Proprietors, their Successors or Assigns,

to make or use any Reservoir or Reservoirs on the South-east Side of the Turnpike-road leading between the Town of Dudley and Brierly-hill Chapel, on Pensnet-chase aforesaid; or to take any Water to be raised by any Fire-engine, Machine or Level, already erected or made, or to be erected or made, on the South-east Side of the said Turnpike-road, unless with the Consent of the intended Company of Proprietors of the said Dudley Canal Navigation first had and obtained in Writing under their Common Seal; but that nothing herein contained shall hinder or prevent the said Company of Proprietors of the said Stourbridge Canal Navigation from making any such Reservoir or Reservoirs, or taking the Water to be raised from the Coal Mines by any Fire-engine, Machine, or Level, upon or near any Part of Pensnet-chase, in case the said Dudley Canal Bill shall not pass into a Law, or the said Canal shall not be made in consequence thereof, or be hereafter discontinued.

Waste Water to be conveyed to Mr. *Foster*'s Leather-mill.

And whereas John Foster Esquire is Owner of a certain Leather-mill, situate near Wordesley, in the Parish of Kingswinford aforesaid, and it is apprehended that some of the Water which now runs to the said Mill, may be taken for the Use of the said Canal and collateral Cuts: Therefore, in Order that as little Injury may be done to the said Mill as may be, be it enacted by the Authority aforesaid, That the said Company of Proprietors, and their Successors and Assigns, shall, and they are hereby required, at their own Costs and Charges, to erect, and at all Times thereafter support and maintain, One or more Weir or Weirs upon that Part of the said collateral Cuts which lies between the Reservoir to be made on Pensnet-chase and the Black Delph, so as to turn and convey to the said Leather-mill all the waste and superfluous Water arising from the Summit of the said Navigation, and which shall not be wanted for the Use thereof: But nothing herein contained shall hinder or prevent the said Company of Proprietors, their Successors and Assigns, from erecting One or more Weir or Weirs on the said collateral Cuts for the Purpose of carrying off the superfluous Water in Times of Flood,

Proprietors may erect Weirs, for carrying off superfluous Water in Times of Flood.

which

which otherwise might injure the said Navigation, so as that such last mentioned Weir or Weirs be placed not less than One Inch higher than the said Weirs, for conveying the said Water to the said Leather-mill: Provided also, That the Regulations aforesaid, respecting the said Mill, shall not be construed to extend to deprive the said John Foster, his Heirs or Assigns, of any further Satisfaction he or they may be intitled unto for the Damage which may be done to his or their Property by diverting into the said Canal or collateral Cuts any Waters to which he or they is or may be legally intitled; but that he or they shall have and receive Satisfaction for such Damage, to be ascertained and recovered by the Ways and Means herein-after provided with respect to Waters to be taken for the Use of the said Navigation. Proviso.

Provided also, and be it further enacted by the Authority aforesaid, That the said Company of Proprietors, and their Successors and Assigns, shall, and they are hereby required, at their own Costs and Charges, to erect, and at all Times thereafter to support and maintain, One or more Weir or Weirs upon the said Canal above Bell's Mill, not more than One Inch and an Half higher than the Weirs to be made at the Lock next below Bell's Mill, (the Lock Weirs not to be more than Twenty Feet wide, and the Flood Weir or Weirs above Bell's Mill not to be less than Forty Feet) so as to turn and convey into the River Stour all the waste and superfluous Water arising from or running into the said Canal which will not be wanted for the Use thereof. Proprietors to erect Weirs upon the Canal above *Bell's* Mill.

Provided always, and be it further enacted, That nothing in this Act shall be construed to extend to impower the said Company of Proprietors, their Successors, or Assigns, to make or erect any Quay, Wharf, Crane, Weighing-beam, Mill, or Warehouse, in any of the Lands belonging to the said John Foster, situate at Wordesley, in the said Parish of Kingswinford, called Nager's Fields. No Quays, *etc.* to be made in Mr. *Foster's* Land in *Nager's Fields.*

Provided always, and be it further enacted by the Authority aforesaid, That the Towing-path through and over the Lands and Grounds of the said John Foster Direction of Towing-path through *Nager's Fields.*

called Nager's Fields, shall not be made on the South Side of the said collateral Cuts, unless with the Consent in Writing of the said John Foster, his Heirs or Assigns.

Breadth of Canal, Towing paths, *etc.* restricted.

Provided always, and be it further enacted, That the Land and Ground to be taken or used for such Canal, and collateral Cuts and Towing-paths, and the Ditches, Drains, and Fences, to separate such Towing-paths from the adjoining Lands, shall not exceed Twenty-six Yards in Breadth, except in such Places where the said Canal or collateral Cuts shall be respectively raised higher, or cut above Five Feet deeper, than the present Surface of the Land, and in such Places where it shall be judged necessary for Boats and other Vessels to turn, lie, or pass each other, nor more than sixty Yards in Breadth in any of those Places; nor shall any Land or Ground be set out, ascertained, contracted for, and sold, for the Purpose of making any Navigable Cut, Trench, or Sluice, to convey Commodities, or other Things, to or from the said Canal or collateral Cuts, without the Consent of the Owner or Owners of the said Lands respectively, under his or their Hands in Writing first had and obtained; nor for more than One thousand Yards in Length with such Consent; any Thing in this Act contained to the contrary notwithstanding.

Power to take Water from Mines;

And whereas the making such Canal and collateral Cuts will be of particular Advantage to the Owners and Proprietors of certain Coal-mines already opened, and which may be opened, contiguous or near to the said collateral Cuts; and it will be necessary for supplying the said Canal and collateral Cuts with Water, that the Water to be raised by the Fire-engines, or other Machines, erected or to be erected for the draining of the said Mines, should be discharged into the said Canal or collateral Cuts, be it therefore enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Company of Proprietors, their Successors and Assigns, and they are hereby authorised and impowered, at all Times hereafter, to have, divert, and take, the Water to be raised or drained, by means of certain

certain Fire-engines already erected near to the Course of the said intended collateral Cuts, and which belong to John Pidcock, Benjamin Brettell, and Jeremiah Brettell, as Copartners, and to the said Jeremiah Brettell, Thomas Seager, and John Parker, individually, as also the Water which may be got, raised, or conveyed from or by Means of any other Fire-engine, Machine, or Level, which now is or are, or shall or may, at any Time or Times hereafter, be erected, made, or opened, in or upon any Lands or Mines belonging to the Right Honourable John Lord Viscount Dudley and Ward, the said John Pidcock, Benjamin Brettell, Jeremiah Brettell, Thomas Seager, John Parker, and Robert Honeyborne, or of any other Person or Persons whomsoever, without any Recompence or Satisfaction to be made by the said Company of Proprietors, their Successors, or Assigns, for the said Water so to be diverted and taken as aforesaid; and that it shall and may be lawful to and for the said Company of Proprietors, their Successors and Assigns, for the Purpose of supplying the said Canal and collateral Cuts with the said last-mentioned Water, and for the conveying of the same thereto, to make any Reservoir or Reservoirs, Trenches, Aqueducts, or Feeders, doing no Injury thereby to any Mines lying under or near to such Reservoirs, Trenches, Aqueducts, or Feeders, and making Recompence and Amends to the Owners and Proprietors of Lands, in Manner as herein is directed and provided, for any Lands to be taken or used, or for any Damage to be occasioned to any other Lands by reason of the making of any such Reservoirs, Trenches, Aqueducts, or Feeders.

and also to make Reservoirs, Trenches, *etc.*

making Recompence for Damages.

And be it further enacted by the Authority aforesaid, That all and every Person and Persons, Owners or Proprietors of Mines, who shall at any Time or Times hereafter navigate or make use of the said Canal or collateral Cuts, for the Purpose of conveying his, her, or their Coals, or other Minerals, shall, and they are hereby required to cause to be lifted and thrown up, all such Water as shall from Time to Time be raised by any Fire-engine, Machine, or otherwise, for the Purpose of working his, her, or their Mines, to such a Height or

Proprietors of Fire-engines, *etc.* to lift their Water into the Canal, *etc.*

Level as may be sufficient to convey such Water into the said Canal or collateral Cuts, so as such Owners or Proprietors be not obliged to raise the said Water, at his, her, or their own Expence, higher than may be necessary for draining and discharging the Water from his, her, or their Mines; but in case the said Company of Proprietors, their Successors, or Assigns, shall think it expedient, for the Purpose of supplying the said Canal and collateral Cuts with Water, that the Owners or Proprietors of any such Fire-engine, or other Machine, should raise the Water out of his, her, or their Mines, to a higher Level than may be necessary for draining and discharging such Water out of such Mines, and shall give Notice in Writing under the Seal of the said Company of Proprietors, or under the Hand of their Clerk or known Agent, of their requiring the said Water so under-level to be thrown into the Canal or Cuts; then, and in such Case, the said Owner or Proprietor of every such Fire-engine, or other Machine, shall be obliged to lift up such Water into the said Canal or collateral Cuts, agreeable to such Notice, the said Company of Proprietors, their Successors or Assigns, first paying either to the said Owner or Proprietor of such Fire-engine or other Machine, or into the Hands of some One indifferent Person to be named and appointed by the said Commissioners, or any Five or more of them, at the Option of the said Company of Proprietors, to be by such Person applied from Time to Time as the said Commissioners shall direct, in paying the additional Expence any such Owner or Proprietor of any such Fire-engine or other Machine may incur or be put unto in altering or enlarging the said Fire-engine or Machine, or in constructing any other Works to answer the Purpose aforesaid, and also from Time to Time making a further and full Satisfaction by way of annual Rent, for the additional Expence such Owner or Proprietor may be put unto in working, supporting, and keeping in Repair, the said Fire-engine or other Machine for the Purpose of throwing the Water into the said Canal or collateral Cuts; and in case the said Company of Proprietors, their Successors, or Assigns,

ſigns, and the Owners or Proprietors of any ſuch Mines or Fire-engines, ſhall not agree upon the Compenſation to be made, the ſame ſhall be adjuſted and determined in Manner herein-after provided with reſpect to Satisfaction to be made to the Owners of Lands to be taken for the Uſe of the ſaid Canal; ſuch Compenſation to be paid either to the ſaid Owner or Proprietor of any ſuch Fire-engine or other Machine, or into the Hands of ſuch indifferent Perſon to be nominated as aforeſaid, at the Election of the ſaid Company of Proprietors, their Succeſſors, or Aſſigns, and to be applied for the Purpoſes and in Manner herein-before mentioned and directed; And in caſe the Owner or Proprietor of any Fire-engine or other Machine ſhall at any Time, during the Time ſuch Fire-engine or other Machine ſhall be worked or uſed for the Purpoſe of draining the Water out of ſuch Mines, refuſe or neglect, after Notice in Writing for that Purpoſe, to be given by the ſaid Company of Proprietors, their Succeſſors, or Aſſigns, or their Clerk or Agent for the Time being, to lift or raiſe the Water to be drained out of his, her, or their Mines, to the Height and Level and in Manner herein-before directed; that then it ſhall and may be lawful to and for the ſaid Company of Proprietors, their Succeſſors, and Aſſigns, from Time to Time to hinder and prevent ſuch Owner or Proprietor of ſuch Fire-engine or other Machine and Mines, or any other Perſon or Perſons, from navigating or conveying any Coal or other Minerals, which ſhall be gotten from ſuch Mines, upon the ſaid Canal or collateral Cuts, during the Refuſal or Neglect of ſuch Owner or Proprietor as aforeſaid, and for any further Time, not exceeding the Space of Three Months, nor leſs than One Month, next after the ſaid Water ſhall be conveyed to the ſaid Canal and collateral Cuts; any Thing in this Act contained to the contrary hereof notwithſtanding.

How to proceed if Parties cannot agree upon the Compenſation, *etc.*

Puniſhment of Owners of Fire-engines, *etc.* who ſhall refuſe to raiſe the Water as above mentioned.

And be it further enacted by the Authority aforeſaid, That after any ſuch Parts of the ſaid Lands or Grounds ſhall be ſo ſet out and aſcertained as aforeſaid for making the ſaid Canal and collateral Cuts, and other the Purpoſes and Conveniencies herein-before mentioned, it ſhall

Bodies Politick, *etc.* impowered to ſell and convey.

shall and may be lawful for all Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, Husbands, Guardians, Trustees and Feoffees in Trust for Charities and other Purposes, Committees, Executors, Administrators, and all other Trustees whatsoever, not only for and on Behalf of themselves, their Heirs, and Successors, but also for and on Behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunaticks, Ideots, Femes-covert, or other Person or Persons, and to and for all Femes-covert who are or shall be seised, possessed of, or interested, in their own Right, and to and for every other Person or Persons whomsoever who are or shall be seised, possessed of, or interested in, any Lands or Grounds which shall be set out and ascertained as aforesaid, to contract for, sell, and convey, unto the said Company of Proprietors, their Successors and Assigns, or to such Person or Persons as they shall nominate and appoint, for the Use of the said Navigation, all or any Part of such Lands or Grounds which shall from Time to Time be set out and ascertained as aforesaid; and where, by making the said Canal and collateral Cuts, the Property of any Land-owner or Land-owners shall be separated into small Parcels, so as to render the Occupation thereof inconvenient, it shall and may be lawful to and for such Bodies Politick, Corporate, and Collegiate, and other such Land-owners, by and with the Consent of the Commissioners to be appointed as hereinafter mentioned, or any Five or more of them, to be testified by any Writing or Writings to be by them sealed and delivered in the Presence of, and attested by, Two or more credible Witnesses, to contract for, sell, and dispose of, or to convey in Exchange in lieu of other Lands, all or any Part of such Lands or Grounds through which the said intended Canal and collateral Cuts shall be made, to any Person or Persons whomsoever, for such Price or Prices in Money, or other Equivalent, as to the said Commissioners, or any Five or more of them, shall seem reasonable; and that all such Contracts, Agreements, Sales, Exchanges, Conveyances, and Assurances, shall be valid and effectual in Law, to all Intents and

Purpoſes whatſoever; any Law or Statute to the contrary thereof in any-wiſe notwithſtanding: And all Bodies Politick, Corporate, or Collegiate, and all Perſons whomſoever, ſo conveying or exchanging as aforeſaid, are hereby indemnified for what he, ſhe, they, or any of them, ſhall reſpectively do by virtue or in purſuance of this Act; and that all ſuch Contracts, Agreements, Sales, Exchanges, Conveyances, and Aſſurances, (other than thoſe which concern Copyhold Lands or Tenements, or any Purchaſe or Exchange between any ſuch reſpective Land-owners) ſo to be made as aforeſaid, ſhall, at the Expence of the ſaid Company of Proprietors, their Succeſſors and Aſſigns, be enrolled by the Clerks of the Peace of the reſpective Counties of Stafford and Worceſter, in which ſuch Lands ſhall lie; and true Copies thereof ſhall be allowed to be good Evidence in all Courts whatſoever; for which Inrollment the Clerk of the Peace for the County where the ſame ſhall be inrolled ſhall receive the Sum of Sixpence, and no more, for every Two hundred Words; and ſo in proportion for any greater or leſs Number of Words.

All Perſons indemnified who ſhall ſell or convey, *etc.* by virtue of this Act.

Provided always, and be it enacted, That all Contracts, Agreements, Bargains, Sales, and Exchanges, of any Lands, which are of the Nature of Copyhold, or Cuſtomary Freehold, ſhall be executed and completed by Surrender thereof in the reſpective Courts of the Manors whereof ſuch Lands are held, according to the Cuſtom of the ſaid Manors reſpectively; and ſhall remain and continue ſubject to ſuch and the ſame Fines, Rents, and Services, as are due, payable, or of Right accuſtomed, in ſuch and the ſame Manner as if this Act had not been made; any Thing herein contained to the contrary notwithſtanding.

Copyhold Rights to be preſerved.

And whereas Differences may ariſe between the ſaid Company of Proprietors and the ſeveral Owners of and Perſons intereſted in Lands, Grounds, Tenements, Hereditaments, or Waters, which ſhall or may be affected or prejudiced by the Execution of any of the Powers hereby granted, touching the Purchaſe-money to be paid, or Recompence to be made, to them reſpectively, be it therefore enacted by the Authority aforeſaid, That John Amphlett,

Commiſſioners appointed.

lett, Joseph Amphlett, Richmond Aston, George Anson, John Turnpenny Altree, Sir Richard Acton Baronet, Dudley Ackland, William Amphlett, John Aynsworth, Sir William Bagot Baronet, Thomas Bradney, John Beecher, Thomas Brettell the elder, Thomas Brettell the younger, Jeremiah Brettell, Richard Brettell, Ananias Brettell, Joseph Brettell, Thomas Biggs, Richard Blicke, Walter Bradley, James Brasier, John Baker, George Baker Clerk, William Barrett, Nathaniel Barrett, Richard Baynes, Joseph Beesley, John Broom junior, Thomas Baker, Thomas Bourne, Charles Baldwin, Thomas Bagnell, Sir Henry Bridgeman Baronet, Robert Burton, the Reverend John Brooke, Richard Bradshaw Clerk, Anthony Badley, Henry Badley, John Badley, Dudley Bagley, William Bendy, Thomas Bendy, Benjamin Brettell, William Baylis, George Burrish, Robert Bloomer, the Reverend John Carver Archdeacon of Stafford, Edmund Cox, William Croft, Richard Croft, Edward Causer, William Clinton, Daniel Clarke, Francis Corne, William Chetwynd, the Honourable Thomas Clifford, Brook Crutchley, Joseph Cottrill, Henry Crocket, the Right Honourable Lord Clive, John Corbet, Edward Cludde, William Childe, John Cotes, Robert Corbet, Andrew Corbet, Joseph Cartwright Clerk, John Cox, John Cromwell, William Callow, Edward Cox, Serjeant Crane, Thomas Carpenter, John Durant Clerk, Anthony Deane, Oliver Dixon, Thomas Dudley, John Dudley Clerk, Edward Dixon, Edward Devie, Thomas Davenant, Corbet Davenant, Abraham Darby, John Downing Clerk, Thomas Orford Downing, Thomas Danks, George Ensell, Vincent Edwards, Henry Eld, Thomas Eyeton, Thomas Foley, Thomas Foley junior, Edward Foley, Thomas Talbot Foley, Andrew Foley, John Foster, John Finch, William Finch, John Foster junior, Thomas Fowler, James Fieldhouse, John Fryer, Thomas Fernyhough, George Forester, William Ferryday, Stephen Fisher, the Honourable Booth Grey, the Honourable John Grey junior, John Gibbons, Benjamin Gibbons, John Groome, Green D. D. Thomas Gibbons senior, John Gough, William Geast, Thomas Grazebrooke, Charles Harris Clerk, Joseph Honeyborne Clerk, John Hodgetts, Corbett Hale, William Hodgetts,

getts, John Hurſle, Edward Hickman, Thomas Highway, Robert Honeyborne, Thomas Hawkes, Waldron Hill, Thomas Hill the elder, Thomas Hill the younger, Charles Harris, Samuel Hollins, Joſeph Hancox, Francis Homfray, Walter Hollier, Edward Harper, Sir Samuel Hellier Knight, the Reverend Thomas Hartſhorne, William Haſlewood, Thomas Hayes, John Haſſard, Thomas Hayes of Briſtol, John Hayne, Peter Hinckes, John Horton, the Reverend Edward Horton, Phineas Huſſey, Francis Holyoake, James Horton, Peter Hinckes the younger, Joſiah Hinckes, John Hayes, Thomas Hoo, Sir Rowland Hill Baronet, Noel Hill, Henry Hawley, Thomas Hill, Richard Hill, Thomas Harris, the Reverend Edward Harris, John Haden, Thomas Hawkes junior, John Homer, Joſiah Hunt, John Addenbrooke Homfray, John Holden, Aſton Harris, Thomas Holbeche, George Jones, John Iddins, John Jeſſon, William Jones, John Jarvis, the Reverend Cornelius Jeſſon, Sir Thomas Jones Knight, Francis Ingram, John Jefferies, John Keelinge, Edward Knight, Edward Knight the younger, John Knight, James Keir, the Right Honourable Lord Killmorey, Robert Kynaſton, William Henry Lyttelton, William Lygon, Humphrey Lyttelton, John Lane, Joſeph Lane, Sir Edward Littleton Baronet, Fiſher Littleton, John Leebridge, Sir Robert Lawley Baronet, Charleton Leighton, Reginald Lygon, Thomas Lea, John Lea, Walter Acton Moſeley, James Moſeley, John Marſh, Thomas Milward, Richard Mee, Joſeph Morris, George Molineux, John Marſhall, William Mansfield, William Maſsine, John Mytton, Thomas Mytton, Edward Mauriee, Walter Acton Moſeley the younger, James Mackmillan, George Mackmillan, Thomas Newton, Walter Noel, the Reverend Titus Neve Clerk, Richard Norris, Richard Norbury, Hungerford Oliver, John Oldnall, Edward Oliver, Thomas Milward Oliver, William Moſtyn Owen, Thomas Ottley, William Pigott Clerk, Other Philpott Clerk, Walford Phillips, John Pidcock, Thomas Pidcock, William Pargiter, William Powell, James Pratt, William Palmer, James Payton, James Perry, John Lewis Petit D. D. the Right honourable Lord George Pigot, John

Poultney,

Poultney, Thomas Pearſon, Thomas Plimley, Robert Prittie, William Perks, John Perks, John Price, William Pulteney, Edward Pemberton, Robert Pigott, William Pearcehall, Sir John Peſhall Baronet, John Peſhall, Sparry Peſhall, Philips Penn, Zackariah Parkes, William Perry, Thomas Parker, John Perry Clerk, John Perrott, Edward Ruſſell, Thomas Rogers, Wilſon Ayleſbury Roberts, Thomas Raybould, Joſeph Robins, John Richardſon, Edward Rogers, John Rock, Richard Rock, Francis Stokes, Samuel Steward, William Scott, John Scott, John Smith, Thomas Seager, William Seager, Thomas Savage, Jonathan Stokes, John Southwell, Ferdinando Smith, the Reverend Edward Shaw, the Reverend James Shaw, John Weſton Smith, Edward Sneyd, the Reverend James Stafford, John Sneyd, Lancelot Shadwell, the Reverend Thomas Seward, the Reverend Jonas Slaney Clerk, Thomas Stubbs, John Stubbs, Talbot Stubbs, George Stubbs, Sir Edward Smith Baronet, John Smitheman, Nicholas Smith, Plowden Slaney, Thomas Stephens, the Reverend Thomas Shaw, James Hayward Shaw, Abraham Turner, John Triſtram, John Triſtram the younger, Thomas Triſtram, John Turton, Thomas Tomkys, Thomas Turton, the Honourable Henry Tracey, John Taylor, William Tongue, Samuel Twamley, William Turner, William Vernon, Henry Vernon, Sir John Wrotteſley Baronet, the Honourable William Ward, Humble Ward, Pynſon Wilmot Clerk, Paul White Clerk, John Welch Clerk, Walter Woodcock, Thomas Wight, Edward Whitby, Gregory Watkins, William Wheeler, Thomas Waldron, William Waldron, Thomas Jacob White, Nathaniel Wight, John Wylde Clerk, Joſeph Wilks, Thomas Wilks, John Wilks, Moreton Walhouſe, John Watſon, John Wightwick, Henry Wood, Richard Whitworth, Thomas Wightwick, Richard Wilks, Sir Watkin Williams Wynn Baronet, Thomas Whitmore, William Whitmore, Charles Edward Windſor, the Reverend Henry Witmore, John Watts, Joſeph Wainwright, and John Wells, Sir John Saunders Sebright Baronet, Robert Lawley, Thomas Evans Clerk, Henry Downing Clerk, Richard Amphlett, Walter Moſeley, Joſeph White, William Blow Collis, ſhall be, and they

and their Succeſſors, to be elected in Manner hereinafter mentioned, are hereby appointed Commiſſioners for the ſettling, determining, and adjuſting, all Queſtions, Matters, and Differences, which ſhall or may ariſe between the ſaid Company of Proprietors, their Succeſſors and Aſſigns, or any of them, and the ſeveral Proprietors of, and Perſons intereſted in, any Lands, Grounds, Tenements, Hereditaments, or Waters, that ſhall or may be affected or prejudiced by the Execution of any of the Powers hereby granted; and they the ſaid Commiſſioners, or any Five or more of them, qualified as hereafter mentioned, are hereby impowered, by Examination of Witneſſes upon Oath, (which Oath the ſaid Commiſſioners, or any Five or more of them, are hereby authoriſed to adminiſter) and by other lawful Ways and Means, by Writing under their Hands and Seals, to determine and adjuſt, from Time to Time, what diſtinct Sum or Sums of Money ſhall be paid by the ſaid Company of Proprietors, their Succeſſors and Aſſigns, or any of them, either by an annual Rent or Payment, or by a Sum of Money in Groſs, to, and at the Election of, ſuch Bodies Politick, Corporate, or Collegiate, Perſon or Perſons reſpectively, who ſhall be intitled or intereſted as aforeſaid, for the abſolute Purchaſe of the Lands or Grounds which ſhall be ſet out and aſcertained as aforeſaid for making the ſaid Canal, and collateral Cuts, or any Part thereof, and other the Purpoſes in this Act mentioned; and alſo to determine and adjuſt what other diſtinct Sum or Sums of Money ſhall be paid by the ſaid Company of Proprietors, their Succeſſors or Aſſigns, as a Recompence for any Damages which may or ſhall be, at any Time or Times whatſoever, ſuſtained by ſuch Bodies Politick, Corporate, or Collegiate, or other Perſon or Perſons reſpectively, being Owners of, or intereſted in, any Lands, Grounds, Tenements, Hereditaments, and Waters, for or by Reaſon of the making, repairing, or maintaining, the ſaid Canal, or collateral Cuts, or of any Reſervoirs, Trenches, Paſſages, Gutters, Watercourſes, Roads, Ways, or Sluices, or ſupplying the ſame, or any of them, with Water as aforeſaid,

Commiſſioners Powers:

They may determine what Sums ſhall be paid for Land, *etc.*

and for Damages.

aforesaid, or by the flowing, leaking, or ousing, of the Water over or through the Banks of the said Canal, collateral Cuts, Reservoirs, Trenches, or Sluices, or over or through any Passages, Gutters, or Watercourses, which shall be made, pursuant to the Powers hereby given, for conveying and communicating Water to and from the said Canal and collateral Cuts, or by not cleansing the said Watercourses, Trenches, or Passages, or by turning or diverting any Streams or Brooks into the same, or by Reason or Means of the Execution of any of the Powers herein contained, by the said Company of Proprietors, their Successors and Assigns, their Agents, Workmen or Servants, in case such Price or Value, Damages and Recompence respectively, cannot be settled, adjusted, and agreed upon, by and between the said Company of Proprietors, their Successors and Assigns, or any of them, and such Proprietors of, and Persons interested in, the said Lands and Grounds as aforesaid: And if the said Company of Proprietors, their Successors and Assigns, for and on the Part and Behalf of themselves, or any such Body Politick, Corporate, or Collegiate, or other Person or Persons so interested or intitled as aforesaid, for and on his or their Parts, shall refuse to submit any such Matter to the Determination of the said Commissioners, or shall be dissatisfied with any Determination which shall be by them made as aforesaid; and if any such Body Politick, Corporate, or Collegiate, Trustee or Trustees, or other Person or Persons, intitled or interested as aforesaid, shall refuse to receive, upon due Tender thereof made, such Purchase-money or annual Rent, or such Recompence, as shall be so determined to be paid, or shall, upon Notice in Writing given to the principal Officer or Officers of such Body Politick, Corporate, or Collegiate, or to such Trustee or Trustees, Person or Persons respectively, or left at the Place or Places of his or their Abode, or with the Tenant or Tenants, Occupier or Occupiers, of such Lands or Grounds, for the Space of Twenty Days next after such Notice, neglect or refuse to treat, or shall not agree with the said Company of Proprietors, their Successors and

In what Cases Juries to be impannelled.

Assigns, or by reason of Absence shall be prevented from treating, or through Disability by Nonage, Coverture, or other Impediment, cannot treat for themselves, or make such Agreement as shall be convenient for promoting the Navigation and other Works aforesaid, or shall not produce and evince a clear Title to the Premises which they are or shall be in Possession of, or to the Interest which they claim therein; then, and in every such Case, the said Commissioners, or any Five or more of them, shall, and they are hereby impowered and required, from Time to Time, to issue a Warrant or Warrants, under their Hands and Seals, to the Sheriff or Sheriffs of the said Counties of Stafford or Worcester for the Time being respectively in which the Matter or Matters shall arise; or in case such Sheriff or Sheriffs, his or their Under-sheriff or Under-sheriffs respectively, or either of them, shall happen to be One of the Company of Proprietors of the said Navigation, or enjoy any Office of Trust or Profit under them, or shall be interested in the Matter in Question, then to the Coroner or Coroners of the said Counties of Stafford or Worcester respectively, not interested as aforesaid; commanding such Sheriff or Coroner respectively to impannel, summon, and return a Jury, and the said Sheriff or Coroner respectively is hereby required accordingly to impannel, summon, and return a Jury of Twenty-four sufficient and indifferent Men, qualified according to the Laws of this Realm, to be returned for Trials of Issues joined in His Majesty's Courts at Westminster, to appear before the said Commissioners, or any Five or more of them, at such Time and Place as in such Warrant or Warrants shall be appointed, not being less than Nine nor more than Twenty Days after such Warrant shall be served upon the said Sheriff or Sheriffs, Coroner or Coroners respectively; and in case a sufficient Number of Jurymen shall not appear at the Time and Place appointed as aforesaid, the said Sheriff or Coroner shall return other 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

Jurymen may be challenged.

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 the said Commissioners, or any Five or more of them, are hereby impowered to summon and call before them all and every such Person or Persons as shall be thought necessary to be examined as Witnesses touching the Matters in Question; and the said Commissioners, or any Five or more of them, may order and authorise the said Jury, or any Six or more of them, to view the Place or Places, or Matters in Controversy; which Jury upon their Oaths (all which Oaths, as well as the Oaths to be taken by any Person or Persons who shall be called upon to give Evidence, the said Commissioners, or any Five or more of them, are hereby impowered to administer) shall enquire of, assess, and ascertain, the distinct Sum or Sums of Money, or annual Rent, to be paid for the Purchase of such Lands or Grounds, or the Recompence to be made for the Damage that may or shall be sustained as aforesaid; and the said Commissioners, or any Five or more of them, shall give Judgement for such Purchase-monies, Rent, or Recompence, so to be assessed by such Juries; which said Verdict, and the Judgement thereupon pronounced by the said Commissioners, or any Five or more of them, shall be binding and conclusive to all Intents and Purposes, against the King's Majesty, his Heirs and Successors, and against all Bodies Politick, Corporate, or Collegiate, and all Persons whomsoever.

Jury to ascertain the Sums to be paid for Purchase-money, Damages, *etc.*

Their Verdict to be final.

Penalties on Sheriff, Jurors, *etc.* neglecting their Duty.

Provided always, and be it enacted by the Authority aforesaid, That if any such Sheriff or Coroner, or his Deputy or Agent, shall make Default in the Premises, every such Person shall, for every such Offence, forfeit the Sum of Twenty Pounds; and if any Person so summoned and returned as aforesaid upon such Jury shall not appear, or appearing shall refuse to give his Verdict, or in any other Manner wilfully neglect his Duty, contrary to the true Intent of this Act; or if any Person so summoned to give Evidence shall not appear, or appearing shall refuse to be sworn or examined

or to give Evidence; every Person so offending respectively, having no reasonable Excuse, to be allowed by the said Commissioners, or any Five or more of them, shall, for every such Offence, forfeit and pay any Sum not exceeding Five Pounds, to be levied by virtue of any Warrant or Warrants under the Hands and Seals of the said acting Commissioners, or any Five or more of them, by Distress and Sale of the Goods and Chattels of the Person or Persons so offending, rendering the Overplus to the Owner thereof, after such Penalty, and the Charges of such Distress and Sale shall be deducted.

Expences of Juries how to be paid.

Provided also, and be it enacted by the Authority aforesaid, That in all Cases where a Verdict or Assessment shall be given or made for more Monies, as a Recompence or Satisfaction for any Lands, Grounds, or Hereditaments, or for any Damage to be done to any Lands, Grounds, Hereditaments, or Property, of any Person or Persons whatsoever, than had been previously offered by or on Behalf of the said Company of Proprietors, their Successors, or Assigns, or than had been determined and assessed by the said Commissioners; that then all the Expences of summoning such Jury, and of taking such Inquest, shall be settled by the said Commissioners, or any Five or more of them, and shall be defrayed by the said Company of Proprietors, their Successors, or Assigns: But if any Verdict or Assessment shall be given or made for the same or a less Sum than had been previously offered by, or on Behalf of, the said Company of Proprietors, their Successors, or Assigns, or than had been determined and assessed by the said Commissioners as aforesaid; then, and in every such Case, the Costs and Expences of summoning such Jury, and taking such Inquest, shall be settled in like Manner by the said Commissioners, and be borne and paid by the Person or Persons with whom the said Company of Proprietors, their Successors and Assigns, shall have such Controversy or Dispute.

Persons requesting Juries to enter into Bond to prosecute, *etc.*

And be it further enacted, That all and every Person or Persons making Complaint and requesting such

Jury, shall, before the said Commissioners shall be obliged to issue out their Warrant or Warrants for the summoning such Jury as aforesaid, first enter into a Bond, with Two sufficient Sureties, to the Treasurer to the said Company of Proprietors, their Successors, and Assigns, for the Time being, in the Penalty of Fifty Pounds, conditioned to prosecute such his, her, or their Complaint, and to bear and pay the Costs and Expences of summoning such Jury, and taking such Inquest, in case a Verdict shall be given for the same or a less Sum than had been offered by or on Behalf of the said Company of Proprietors, their Successors, and Assigns, or than had been assessed by the said Commissioners, before the summoning and returning the said Jury or Juries, as a Recompence or Satisfaction for any Lands, Grounds, or Hereditaments, or for any Damages as aforesaid.

No Complaints to be made to Commissioners, until Application hath been made to Proprietors.

And be it further enacted, That the said Commissioners shall not, nor shall any of them, be obliged by virtue of this Act to receive or take Notice of any Complaint or Complaints to be made by any Person or Persons whatsoever, for any Injury or Damage by him, her, or them sustained, or supposed to be sustained, by virtue of this Act, unless Application hath been or shall be made in Relation thereto, by or on Behalf of such Person or Persons, to the said Company of Proprietors, their Successors, or Assigns, or to their known Agent or Agents, or to some Collector or Collectors of the Tolls arising from the said Navigation in the County where the Cause of Complaint shall arise, within the Space of Six Calendar Months next after the Time such supposed Injury or Damage shall have been sustained, or the doing or committing thereof shall have ceased.

Penalty on giving false Evidence.

And be it further enacted, That all and every Person and Persons, who, in any Examinations to be taken by virtue of this Act, shall give false Evidence before the said Commissioners, or any of them, or before any Justices of the Peace, shall and may be prosecuted for the same; and, upon Conviction thereof, shall be subject to such Punishments and Disqualifications as any Per-

son

ſon or Perſons can or may be ſubject to for wilful and corrupt Perjury by any of the Laws or Statutes of this Realm.

Upon Payment or Tender of Monies agreed on for Purchaſe of Lands, *etc.*

And be it further enacted by the Authority aforeſaid, That upon Payment of ſuch Sum or Sums of Money, or annual Rent, as ſhall be contracted or agreed for between the Parties, or determined and adjuſted by the ſaid Commiſſioners, or any Five or more of them, or aſſeſſed by ſuch Juries in Manner reſpectively as aforeſaid, for the Purchaſe of any ſuch Lands or Grounds as aforeſaid, to the Proprietors thereof, or other Perſons intitled to receive ſuch Money or Rent reſpectively, or legal Tender thereof made to ſuch Proprietor or Proprietors, or other Perſon or Perſons, or to the principal Officer or Officers of any ſuch Body Politick, Corporate, or Collegiate, at any Time after the ſame ſhall have been ſo agreed for, determined, or aſſeſſed; or if he, ſhe, or they cannot be found, or ſhall refuſe to accept ſuch Money or Rent, upon Payment thereof to ſuch Perſon or Perſons as the ſaid Commiſſioners, or any Five or more of them, ſhall by Writing under their Hands appoint, for the Uſe of, and to be paid upon Demand, without Fee or Reward, to ſuch Proprietors or Perſons reſpectively as aforeſaid; then, and in ſuch Caſe, ſuch Lands and Grounds reſpectively, and the Fee-ſimple and Inheritance thereof, ſhall from thenceforth be veſted in, and become for ever the ſole Property of, the ſaid Company of Proprietors, their Succeſſors, and Aſſigns, to and for the Uſe of the ſaid Navigation, but to or for no other Uſe or Purpoſe whatſoever; and it ſhall and may be lawful to and for the ſaid Company of Proprietors, their Succeſſors, and Aſſigns, their Agents, Workmen, and Servants, immediately to enter upon the ſame, and to dig, cut, trench, ſough, and remove, Earth, Stone, Rubbiſh, Trees, Roots of Trees, and all other Obſtructions, for the making, uſing, maintaining, and repairing the ſaid Canal, and collateral Cuts, and Towing-paths on the Sides thereof, in or upon ſuch Lands, Tenements, or Hereditaments, for which ſuch Satisfaction ſhall be deemed or aſſeſſed as aforeſaid,

the ſaid Lands veſted in Proprietors,

who may enter on the ſame, *etc.*

aforesaid, and thereupon to make, erect, or do, any Works, Matters, or Things, for the effecting and carrying on the said Navigation, and for the supporting and maintaining the same, as the said Company of Proprietors, their Successors, or Assigns, shall think requisite; and to have, use, and enjoy the same, to and for their own Use and Benefit, for the Purposes of the said Navigation; and this Act shall be sufficient to indemnify, as well the said Commissioners, as the said Company of Proprietors, their Successors, and Assigns, and their Servants, Agents, and Workmen, for what they or any of them shall do by virtue of the Powers hereby granted.

Determinations, Verdicts, *etc.* to be recorded,

And be it further enacted by the Authority aforesaid, That all Determinations of the said Commissioners, or any Five or more of them, which shall be submitted to and acquiesced in by the Parties concerned, and also the said Verdicts and Judgements (being first signed by Five or more of the Commissioners who shall be present at the making of such Determinations, or the taking of such Verdicts, and pronouncing such Judgements respectively) shall be transmitted to, and kept by, the respective Clerks of the Peace, amongst the Records of the Quarter Sessions of the Peace for the said Counties of Stafford or Worcester respectively, as the Case shall require, and shall be deemed to be Records of the said Quarter Sessions to all Intents and Purposes, and the same, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, as also the Inrollments of such Contracts, Agreements, Sales, and Conveyances, as are herein-before mentioned, paying for each Inspection the Sum of One Shilling, and to take Copies thereof without Stamps, paying for every Copy, not exceeding Two hundred Words, the Sum of Sixpence, and so in Proportion for any less Number of Words; and immediately on such Payment, and Entry of such Verdicts, Judgements, Sentences, Decrees, Orders, and other Proceedings of the said Court and Juries, all the Estate, Right, Title, Interest, Use, Trust, Property, Claim,

and Lands to become vested in the Company.

Claim, and Demand in Law and Equity, of the Perſon or Perſons for whoſe Uſe ſuch Money or Rent ſhall be paid, in, to, and out of the ſaid Lands, Tenements, Hereditaments and Premiſes, ſhall veſt in the ſaid Company of Proprietors, their Succeſſors and Aſſigns, and they ſhall reſpectively be deemed in Law to be in the actual Seiſin and Poſſeſſion thereof to all Intents and Purpoſes whatſoever, as fully and effectually as if every Perſon having any Eſtate in the Premiſes had actually conveyed the ſame to them by Leaſe and Releaſe, Bargain and Sale inrolled, Feoffment with Livery of Seiſin, Fine and Recovery, or any other legal Conveyance whatſoever; and ſuch Payment ſhall not only bar all Right, Title, Intereſt, Claim, and Demand, of the Perſon or Perſons to whoſe Uſe ſuch Payment ſhall be made, but alſo ſhall extend to, and be deemed and conſtrued to bar the Dower and Dowers of the Wife and Wives of ſuch Perſon and Perſons, and all Eſtates Tail, and other Eſtates and Intereſts, either in Reverſion or Remainder, againſt the Iſſue or Iſſues of ſuch Perſon and Perſons, and all and every other Perſon and Perſons whomſoever, as effectually as a Fine and Recovery, or either of them would do, if levied or ſuffered by the proper Parties in due Form of Law.

Purchaſe-monies to be laid out to the ſame Uſes, *etc.*

And be it further enacted by the Authority aforeſaid, That all Sums of Money which are to be paid to any Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, or to any Feoffees in Truſt, Executors, Adminiſtrators, Husbands, Guardians, Committees, or other Truſtees whatſoever, for or on Behalf of any Infants, Lunaticks, Idiots, Femes-covert, or other Ceſtuique Truſts, or to any Perſon or Perſons whoſe Lands are limited in ſtrict Settlement, for the Purchaſe or Exchange of any Lands or Grounds as aforeſaid, ſhall, in caſe the ſame exceed the Sum of Twenty Pounds, by ſuch Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, Feoffees in Truſt, Executors, Adminiſtrators, Husbands, Guardians, Committees, or other Truſtees, Perſon or Perſons ſeiſed of Lands or Grounds ſo limited in ſtrict Settlement, be laid out as

soon as conveniently may be in the Purchase of Lands, Tenements, and Hereditaments, in Fee-simple, to be conveyed to, or to the Use of, such Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees, or to or for such other Person or Persons, and for such Estates, and to, for, upon, and subject to such Uses, Trusts, Limitations, Remainders, and Contingencies, as the Lands and Grounds, for or in respect whereof such Purchase-monies or Money received in Exchange shall be paid as aforesaid, were limited, settled, and assured, at the Time such Purchase-monies were so agreed for, ascertained, or assessed, respectively as aforesaid, or so many of such Uses as shall be then existing and capable of taking Effect; such Conveyances and Settlements (other than those which concern any Purchase or Exchange between any of the respective Land-owners as aforesaid) to be made at the Expence of the said Company of Proprietors, their Successors and Assigns; and in the mean Time, and until such Purchase and Purchases shall be made, the said Monies shall be placed out by such Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees, Person or Persons, in some of the publick Funds, or on Government or real Securities, in the Names of Two or more Persons; the One to be nominated by the Party or Parties interested therein, and the other by the said Commissioners, or any Five or more of them; and the Interest arising or to be produced from such Funds or Securities, and also the annual Rent for such Lands, Grounds, Tenements, or Hereditaments, where a Rent shall be fixed upon as aforesaid, shall be charged upon the Tolls, Rates, and Duties, hereby authorised to be taken by the said Company of Proprietors, their Successors and Assigns, and shall be paid to such Person or Persons respectively as would, for the Time being, be intitled to the Rents and Profits of such Lands, Tenements, and Hereditaments, so to be purchased, in case the same were purchased

and, until such Purchases are made, to be placed in some of the Publick Funds, *etc.*

purchased and settled pursuant to the Tenor and true Meaning of this Act.

Commissioners to settle Proportions of Money to be paid to Persons interested.

And be it further enacted, That the said Commissioners, or any Five or more of them, may and are hereby impowered to settle what Shares and Proportions of the Purchase-money or Recompence for Damages which shall be so agreed for between the said Company of Proprietors, their Successors, and Assigns, or any of them, or determined and adjusted by the said Commissioners, or any Five or more of them, or assessed by the said Juries in Manner respectively as aforesaid, shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, for his, her, or their respective Interests therein, except in such Cases where the same are herein directed to be laid out and invested in the Purchase of Lands, Tenements, or Hereditaments; and in Default of Payment of such Sum or Sums of Money, at such Times and in such Manner as shall be assessed and awarded for Damages of any Kind by virtue of this present Act, it shall and may be lawful to and for the said Commissioners, or any Five or more of them, to appoint One or more Person or Persons to receive the Tolls, Rates, and Duties, by this Act imposed, and thereout, in the first Place, to pay all such Damages so to be determined or assessed as aforesaid, with the Costs (if any) occasioned by such Refusal or Default of Payment; and the Money so to be received by such Person or Persons shall and is hereby declared to be as so much Money received to the Use of such Person or Persons who shall be intitled to receive such Satisfaction for Damages as aforesaid, in Order and Course respectively as such Determinations shall be in Priority of Time; and after such Damages and Costs shall be paid and satisfied, the Power and Authority of such Receivers for the Purposes aforesaid shall cease and determine, or otherwise such Party or Parties so aggrieved shall and may have a Remedy for such Sum or Sums of Money, so to be assessed and awarded, and which shall not be paid according to the Judgement of the said Commissioners, or any Five or more of them, as aforesaid, by Action at Law in any of

In Default of Payment of Damages, how to be recovered.

his

His Majesty's Courts of Record at Westminster, against the said Company of Proprietors, their Successors, and Assigns, to recover the same with full Costs of Suit.

If Damages and Costs not paid within Four Months, may be levied by Distress and Sale.

Provided always, That in case the Damages and Costs, by this Act directed to be satisfied out of the Tolls arising by the said intended Navigation, shall not be paid and satisfied within the Space of Four Calendar Months after the same shall be so determined or assessed as aforesaid, that then, and in such Case, it shall and may be lawful to and for the said Commissioners, or any Five or more of them, upon Complaint made to them by, or on the Behalf of, the Person or Persons sustaining such Damage, to issue their Warrant or Warrants, under their Hands and Seals, to the Sheriff of the said Counties of Stafford or Worcester respectively, as the Case shall be, authorising and impowering him to raise or levy the Damages, so to be determined and assessed, by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, their Successors and Assigns, or any of them, together with such reasonable Charges as the said Commissioners, or any Five or more of them, shall in such Warrant direct and appoint.

Commissioners to enter their Proceedings in a Book,

And be it further enacted, That all Orders and Proceedings of the said Commissioners shall be regularly entered in a Book or Books, to be kept for that Purpose; and such Entries, being signed by such Number of the said Commissioners respectively as are impowered by this Act to make such Orders, or carry on such Proceedings, shall be deemed original, and admitted as Evidence in all Courts whatsoever; and the said Commissioners, or any Five or more of them, may, and are hereby required, at a Meeting to be held by them, at the Talbot Inn in Stourbridge, in the County of Worcester, on the First Day of June next, to appoint, out of Three Persons to be nominated by the said Company of Proprietors, their Successors and Assigns, such One of the said Three Persons as they the said Commissioners, or any Five or more of them, shall think proper to be their Clerk; and from Time to Time to remove such Clerk, and appoint another in his Stead, as aforesaid; which Clerk shall be paid for his Care and Trouble, in the Execution of such

and appoint a Clerk.

Office, by the said Company of Proprietors, their Successors and Assigns.

Destroying any Works belonging to the Navigation made Felony.

And be it further enacted by the Authority aforesaid, That if any Person or Persons shall wilfully, maliciously, and to the Prejudice of the said Navigation, break, throw down, damage, or destroy, any Banks or other Works to be erected or made by virtue of this Act, or do any other wilful Hurt or Mischief, to obstruct, hinder, or prevent the carrying on, compleating, supporting, and maintaining the said Navigation; such Person or Persons, being thereof lawfully convicted by the Oath of Two or more credible Witnesses, shall be adjudged guilty of Felony; and every such Felon shall be subject and liable to the like Pains and Penalties as in Cases of Felony; and the Court by or before whom such Person or Persons shall be tried and convicted, shall and are hereby authorised and impowered to transport such Felon for the Space of Seven Years to some of His Majesty's Plantations in America, in like Manner as other Felons are directed to be transported by the Laws and Statutes of this Realm; or otherwise such Court shall and may, at their Discretion, direct such other Punishment to be inflicted upon such Offender or Offenders as the Law authorises in Cases of Petit Larceny; or every Person or Persons so offending, and being thereof lawfully convicted, on the Oath of Two or more credible Witnesses, before One or more of His Majesty's Justices of the Peace for the Counties of Worcester or Stafford respectively where such Offence shall be committed, shall forfeit any Sum not exceeding double the Value of the Damage, proved upon Oath to be done, at the Discretion of such Justice; such Penalty to be levied by Distress and Sale of the Goods and Chattels of such Offender or Offenders, rendering the Overplus (if any) to such Offender or Offenders, or otherwise such Offender or Offenders shall or may be committed to the House of Correction for the said County of Worcester or Stafford, as the Case may happen, for any Time not exceeding Three Months, at the Discretion of the Justice or Justices before whom such Offender shall be convicted.

Offender may be transported for 7 Years, *etc.*

or fined double the Value of the Damage.

Proprietors may raise amongst themselves 30,000 *l.*;

And, to the End that the said Company of Proprietors may be the better enabled to carry on so useful an Undertaking, be it enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Company of Proprietors, their Successors and Assigns, to raise and contribute amongst themselves, in such Proportions as to them shall seem meet and convenient, a competent Sum of Money for making and compleating the said Canal and collateral Cuts, provided that the said Sum do not exceed the Sum of Thirty thousand Pounds in the Whole; and that the same be divided into such Number of Shares as hereafter directed; and that no Person subscribing thereunto, or becoming a Proprietor in such Navigation, do become a Proprietor of less than One Share, or more than Ten Shares, either in his or her own Name, or in the Name or Names of any other Person or Persons in Trust for him or her, (except the same shall come to him or her by Will, Devise, or Act in Law), upon pain of forfeiting to the said Company of Proprietors, their Successors and Assigns, all such Shares as aforesaid; and the Money so to be subscribed and raised as aforesaid is hereby directed and appointed to be laid out and applied for and towards making, completing, and maintaining, the said Canal and collateral Cuts, and other the Purposes of this Act, and to no other Use, Intent, or Purpose whatsoever.

to be applied in making Canal, &c.

Money to be raised shall be divided into 300 Shares;

And be it further enacted by the Authority aforesaid, That the said Sum of Thirty thousand Pounds, or such Part thereof as shall be raised by the several Persons herein-before named, and by such other Person or Persons who shall or may, at any Time within Twelve Months from the passing of this Act, become a Subscriber or Subscribers to the said Navigation, shall be divided into Three hundred equal Parts or Shares, at a Price not exceeding One hundred Pounds each Share; and the Shares shall be deemed to be personal Estate, and shall be transmissable as such, and not of the Nature of real Estate, and are hereby vested in the said several Subscribers, and their several and respective Executors, Administrators, and Assigns, to their and every of their

and deemed personal Estate.

proper Use and Behoof, proportionably to the Sum they and each of them shall severally subscribe and pay thereunto; and all Bodies Politick and Corporate, and all other Persons, their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe and pay in the Sum of One hundred Pounds, or such Sum or Sums as shall be demanded in lieu thereof, towards carrying on and compleating the said intended Navigation, shall be intitled to and receive, after the said Navigation shall be compleated, the intire and neat Distribution of One Three-hundredth Part of the Profits and Advantages that shall and may arise and accrue by virtue of the Sum and Sums of Money to be raised, recovered, or received, by the Authority of this Act, and so in proportion for any greater Number of Shares, not exceeding Ten Shares to any One Person, as aforesaid; and every Body Corporate or Politick, Person or Persons, having such Property of One Three-hundredth Part or Share in the said Undertaking, and so in proportion as aforesaid, shall respectively be deemed Proprietors of the said Navigation, and shall bear and pay an adequate proportional Sum of Money, towards carrying on the said Undertaking in Manner herein-after directed and appointed.

No Person, Body Politick, &c. to have more than Ten Shares.

And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Company of Proprietors, their Successors and Assigns, and they are hereby required, out of the Money to be raised as aforesaid, during the Time the said Navigation, and all Things necessary for making, compleating, and maintaining the same, shall be carrying on, and until the same shall be compleated and finished, to pay unto every Body Corporate and Politick, Person or Persons, their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe and pay the Sum of One hundred Pounds, or such Sum or Sums of Money as shall from Time to Time be demanded in respect thereof towards carrying on and compleating the said Navigation, Interest for the same, after the Rate of Five Pounds for every Hundred Pounds for

Five *per Cent.* to be paid till the Works are completed.

One

One Year, from the Time that each of such Sum or Sums shall be so respectively advanced as aforesaid.

Subscribers to have a Vote for each Share, either in Person or by Proxy.

And, for the better carrying the Purposes of this Act into Execution, be it further enacted by the Authority aforesaid, That all Bodies Politick or Corporate, and all other Persons, who shall, by virtue of this Act, be intitled to One or more Shares in the said Navigation, shall respectively have a Vote, in every publick Meeting or Assembly to be held as hereafter appointed for carrying on the said Undertaking, for every such Share, all which Votes may be given by him, her, or them, or by his, her, or their Proxy or Proxies, duly constituted under his, her, or their Hand and Seal or Hands and Seals; and such Vote or Votes by Proxy shall be as good and sufficient to all Intents and Purposes as if such Principal or Principals had voted in Person; and whatever Question, Election of Officers, or other Matters or Things, shall be proposed, discussed, or considered, in any publick Assembly, to be held by virtue of this Act, shall be finally determined by the Majority of Votes or Proxies then present; computing One Vote for every Share: Provided, that no One Person shall give or deliver more Proxies than for Five absent Proprietors.

General Assemblies to be held twice in every Year.

And be it further enacted by the Authority aforesaid, That the First General Assembly or Meeting of the said Company of Proprietors shall be held at the Talbot Inn in Stourbridge aforesaid, upon the First Day of June next; and the Second General Meeting shall be held upon the First Day of January next ensuing, at such Place as the said Proprietors, or the major Part of them, at their said First Meeting shall appoint; and all other such General Assemblies or Meetings shall be held on the First Monday in the Month of January, and the First Monday in the Month of July, in every Year, at the

A Committee to be chosen.

Hour of Eleven of the Clock in the Forenoon; at which said First Meeting the Proprietors then present, either by themselves or their Proxies, shall chuse Fifteen Persons, who shall, at that Time, be each of them Proprietors of not less than Two Shares in the said Navigation; which Persons so chosen shall be a Committee to

manage the Affairs of the said Company of Proprietors; and any Five or more of them shall (in Default of a larger Number meeting) have Power to act as a Committee for the Purposes aforesaid: But if at any Time it shall appear to any Fifteen or more of such Proprietors, that for the more effectually putting this Act in Execution, a special Meeting of Proprietors is necessary to be held, it shall be lawful for such Fifteen or more of them, to cause Notice to be given thereof in the Birmingham and Worcester News-papers, or in such other Manner as the said Company of Proprietors, their Successors or Assigns, shall, at any General Meeting, direct or appoint; declaring in such Notices the Time and Place of such Meeting, (the same not being less than Ten Days after such Notice given) and likewise specifying in every such Notice the Reason and Intention of such Meetings respectively; and the Proprietors are hereby authorised to meet pursuant to such Notices, and to proceed in the Execution of the Powers by this Act given them with respect to the Matters so specified only; and all such Acts of the Proprietors, or the Major Part of them, at such Meetings assembled, such Proprietors having, either as Principals or Proxies, not less than One hundred Shares in the said Navigation, shall be as valid, to all Intents and Purposes, as if the same were done at General Meetings held in Manner hereinbefore appointed.

A special Meeting may be held,

after Ten Days Notice,

Provided always, That such Committees so to be appointed as aforesaid, shall from Time to Time be subject to the Examination and Controul of the said General Assembly, or other Meetings of the said Proprietors as aforesaid, and shall pay due Obedience to all such Orders and Directions, in and about the Premises, as they shall from Time to Time receive from the said Proprietors, at any such General Assembly or other Meetings; such Orders and Directions not being contrary to the Directions or Provisions contained in this Act.

Committees subject to Controul of General Assembly, &c.

Provided also, That no Person or Persons holding any Place, Office, or Employment, under the said Company of Proprietors, their Successors or Assigns, shall be capable of being chosen to serve upon Committees, dur-

Proviso.

ing the Time of his, her, or their Continuance in such Office, Place, or Employment.

Books of Account to be kept, *etc.*

And be it further enacted by the Authority aforesaid, That proper Books of Account, relating to the said Undertaking or Navigation, shall be kept; and that all such Books, in which such Accounts shall be stated and settled, and all other Matters relating thereunto, shall be deposited and locked up in a Chest or Box, Chests or Boxes, to be kept at such Place or Places, and by such Person or Persons, as the said Company of Proprietors, their Successors and Assigns, shall from Time to Time direct; and any of the Proprietors shall have free Access to such Books, for his, her, or their Inspection.

General Assemblies to consist of 100 Shares.

Provided always, That if at any such General Assembly there shall not be Persons present, who have One hundred such Shares as aforesaid, either as Principals or Proxies, no Choice of a Committee shall be made at that Time, but in such Case there shall be a new Assembly of the Proprietors of the said Navigation at the same Place, upon that Day Three Weeks, at which Time Choice shall be made of Persons to be of the Committee; and the Persons then chosen to be of the said Committee, shall have the same Powers, and continue in Office until such Time, as if they had been chosen at the said First General Assembly; and that in case of Failure of the Meeting of Persons having One hundred Votes as Principals or Proxies, at such First General Assembly, every One of the Proprietors who shall not be present at such Second Meeting, by him or herself, or his or her Proxy, shall forfeit to the said Company of Proprietors, for every such Share which he or she shall then have in the said Navigation and Undertaking, the Sum of Five Shillings, to be deducted and retained out of his or her next Dividend of the Profits of the said Undertaking.

Power of General Assemblies and Committees.

And be it further enacted by the Authority aforesaid, That every such General Assembly shall have Power to call for, audit, and settle, all Accounts of Money laid out and disbursed on Account of the said Navigation, with the Receiver or Receivers, and other Officer or Officers to be by them appointed, or any other Person

or Persons whatsoever employed by or concerned for or under them, in and about the said Navigation; and for that Purpose shall have Power to adjourn themselves from Time to Time, and from Place to Place, as they shall think convenient; and every General Assembly, or such Committee, met together by the Authority of this Act, shall have Power from Time to Time to make such Call or Calls of Money from the said Proprietors, to defray the Expences of carrying on the said Navigation, as they from Time to Time shall find wanting and necessary for those Purposes; so that no Call do exceed the Sum of Ten Pounds upon each Share; and so as no Calls be made within the Space of Two Months from the preceding Call; which Money so called for, shall be paid to such Person or Persons, and in such Manner, as the said General Assembly or Committee shall from Time to Time appoint and direct for the Use of the said Undertaking; and every Committee so to be appointed as aforesaid shall, from the Time of such Appointment until the next annual or other General Assembly to be holden as aforesaid, have full Power and Authority to direct and manage all and every the Affairs of the said Company of Proprietors, as well in buying and purchasing Lands and Materials for the Use of the said Navigation, as in employing, ordering, and directing, the Work and Workmen, and in appointing and removing Officers, Clerks, Servants, and Agents, and in making all Contracts and Bargains, touching the said Undertaking; so that no such Purchase, Bargain, or other Matter, be done or transacted without the Concurrence of the said Committee together assembled, or the major Part of them, such Majority not being less than Five; and every Owner or Owners of One or more Part or Parts, Share or Shares, in the said Undertaking, shall pay his, her, or their Shares and Proportions of the Monies to be called for as aforesaid, at such Time and Place as shall be appointed, of which One Month's Notice at least shall be given by publishing the same in the Birmingham and Worcester Newspapers, or in such other Manner as the said Company of Proprietors, their Successors or Assigns, shall

Owners to pay their Shares when called for, *etc.*

Penalty on Neglect thereof.

shall at any General Assembly direct or appoint; and if any Person or Persons shall neglect or refuse to pay his, her, or their rateable or proportionable Part or Share of the said Money, to be called for as aforesaid, at the Time and Place appointed by such General Assembly or Committee, he, she, or they so neglecting or refusing, shall forfeit the Sum of Five Pounds for every One hundred Pounds of his, her, or their respective Shares, Parts, and Interests, in the said Undertaking; and in case such Person or Persons shall neglect to pay his, her, or their rateable or proportionable Part or Share of the said Money to be called for as aforesaid, for the Space of Two Calendar Months after the Time appointed for Payment thereof as aforesaid, then he, she, or they so neglecting, shall forfeit his, her, or their respective Share and Shares, Parts and Interests, in the said Undertaking, and all the Profit and Benefit thereof; and the same shall go and belong to the Rest of the Company of Proprietors, to be equally divided amongst them in Proportion to their respective Interests in the said Undertaking.

Shares not to be forfeited until after personal Notice, *etc.*

Provided always, That no Advantage shall be taken of the Forfeiture of any Share or Shares of the said Undertaking, until after personal Notice in Writing be given by the Treasurer or Clerk of the said Company to the Owner, nor unless the same shall be declared to be forfeited at some General Assembly of the said Company of Proprietors, who shall meet within Six Calendar Months next after such Forfeiture shall have happened; and every such Forfeiture shall be an Indemnification and Discharge, to and for every Proprietor and Proprietors so forfeiting, against all and every Action and Actions, Suits or Prosecutions whatsoever, to be commenced or prosecuted for any Breach of Contract or other Agreement betwixt such Proprietor or Proprietors so forfeiting, and the Rest of the Proprietors.

Treasurer to give Security.

And be it further enacted by the Authority aforesaid, That the said Company of Proprietors, their Successors and Assigns, are hereby authorised and required, within the Space of Two Months next after the Person or Persons who shall be appointed Treasurer or Treasurers

to the said Company, under and by virtue of the Di-
rections contained in this Act, to accept and take a Bond
from such Treasurer or Treasurers, with One or more
sufficient Surety or Sureties, in such Penalty, or to
take such real Security, as to the said Company of Pro-
prietors, their Successors or Assigns, at a General Meet-
ing, shall seem meet; such Bond or Security to be
conditioned for the due Payment and Account by such
Treasurer or Treasurers, his or their Executors, Ad-
ministrators or Assigns, of all Monies which shall or may
come to his or their Hands, and for the faithful Execu-
tion by such Treasurer or Treasurers of such Office; Security to be inrolled, within 3 Months after given.
which Bond, or other Security, shall, within the Space
of Three Months after the same shall be given, be in-
rolled with the Clerk of the Peace for the County of
Worcester; and a true Copy of such Inrollment, signed
by the said Clerk of the Peace or his Deputy for the
Time being, shall be to all Intents and Purposes compe-
tent and legal Evidence, in any Court of Law or Equity,
of the due Execution and Existence of such Bond or other
Security.

And be it further enacted by the Authority aforesaid, General Assemblies may remove Committee Men and Officers, and make Bye-laws.
That the said Company of Proprietors, their Successors
and Assigns, shall always have Power and Authority, at
any General Assembly met as aforesaid, to remove or
displace any Person or Persons chosen upon such Com-
mittee as aforesaid, or any of their Officers to be ap-
pointed by virtue of this Act, and to revoke, alter, amend,
or change, any of the Rules and Directions herein-before
prescribed and laid down with regard to their Proceed-
ings amongst themselves, as to the major Part of them
shall seem meet, (the Method of calling General Assem-
blies, and their Time and Place of Meeting, and voting
and appointing Committees, only excepted); and shall have
Power to make such new Rules, Bye-laws, and Orders,
as well for the good Government of the said Company,
and the good and orderly using the said Navigation,
Tunnels, and Locks, as for the well-governing of the
Bargemen, Watermen, and Boatmen, who shall carry
any Goods, Wares, and Merchandises, upon any Part
of

of the said Navigation, and to impose and inflict such reasonable Fines or Penalties upon the Offenders against such new Rules, Bye-laws, or Orders, as to the major Part of such General Assembly shall seem meet, not exceeding the Sum of Five Pounds for any One Offence; which said Rules, Bye-laws, and Orders, being put into Writing under the Common Seal of the said Company of Proprietors, their Successors and Assigns, shall be binding to and observed by all Parties, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same; provided such Bye-laws are not repugnant to the Laws of the Realm.

In case of Death of Subscriber, Executors, &c. may answer Calls, or in Default thereof, Shares may be disposed of.

And be it further enacted by the Authority aforesaid, That if any Owner or Owners of any Share or Shares in the said Undertaking, shall die before Payment shall have been made of the full Sum to be advanced on each Share which he, she, or they shall have been possessed of or intitled to, and without having made Provision by Will or otherwise for the Payment of the same, then and in such Case the same shall be answered and paid by the Executors or Administrators of any such Owners dying, or the Trustee or Trustees, Guardian or Guardians, of any Infant or other Person or Persons whatsoever intitled to the Estate or Effects of such Owner deceased; and all such Executors, Administrators, Trustees, and Guardians, shall be indemnified against all such Infant or Infants, and other Persons whatsoever, for paying any such Sum or Sums of Money, when called for as aforesaid, to compleat every such Subscription; and if such deceased Owner or Owners shall not have left Assets sufficient, or in case the Executor or Administrator Trustee or Guardian, shall refuse or neglect to answer such Calls and Payments, the said Company of Proprietors shall be and are hereby impowered and required to admit any other Person or Persons to be Proprietor or Proprietors of the Share or Shares of such Owner or Owners deceased, on Condition that he, she, or they so admitted do and shall on or before such Admission, pay to the Executors or Administrators of such deceased Owner, or the Trustee or Trustees, Guardian or Guardians, of

any

any Infant or others, intitled to his or her Effects, the full Sum and Sums of Money which shall have been paid by such Owner in his or her Life-time, by Virtue of any Call or Calls, or otherwise, upon such Share or Shares, or such other Sum or Sums of Money as the same can be sold for.

Proprietors may sell their Shares;

And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the several Proprietors of such Navigation to sell or dispose of any Share or Shares he, she, or they shall and may be intitled to therein, in Manner and subject to the Rules and Conditions herein mentioned; and for that Purpose Duplicates of the Deed of Bargain and Sale or Conveyance of such Share or Shares shall be made and executed by the Vendor and Vendee; One Part whereof, duly executed both by the Vendor and Vendee, shall be delivered to the said Committee of the said Company of Proprietors, or their Clerk for the Time being, to be filed and kept for the Use of the said Company, and an Entry thereof shall be made in a Book or Books to be kept by the said Clerk for that Purpose, for which no more than One Shilling shall be paid; and the said Clerk is hereby required to make such Entry accordingly; and until such Duplicate of such Deed shall be so delivered unto the said Committee, in order to be filed and entered as above directed, such Purchaser or Purchasers shall have no Part or Share of the Profits of the said Navigation in respect of such purchased Share or Shares, or any Vote as Proprietor or Proprietors.

the Mode of doing it.

No Sale pending Calls.

And be it further enacted by the Authority aforesaid, That after any Call of such Monies shall be made by a General Assembly or such Committee as aforesaid, no Person or Persons shall sell or transfer any Share which he, she, or they shall then have in the said Undertaking, until the Monies payable by such Call upon their respective Share or Shares so to be sold shall be paid, under the Penalty of forfeiting his, her, or their respective Shares of the said Undertaking to the said Company of Proprietors, for the Benefit of all the said Proprietors, unless the Person or Persons who shall be Vendor or

Vendors shall, at the Time of such Transfer, pay the Money called for upon each Share so transferred, to the Treasurer of the said Company; such Forfeiture to be notified and declared at a General Assembly in Manner herein-before directed.

Form of Transfer of Shares.

And be it further enacted by the Authority aforesaid, That the Sale or Transfer of the said Shares shall be to the following Effect, varying the Names and Descriptions of the contracting Parties as the Nature of the Case may require:

I *A. B.* in Consideration of paid to me by *C. D.* do hereby bargain, sell, and transfer, to the said *C. D.* his or her Executors, Administrators, and Assigns, Share *or* Shares, [*as the Case shall be*] in *The Stourbridge Navigation*, to hold to him or her the said *C. D.* his or her Executors, Administrators, and Assigns, subject to the same Rules and Orders, and on the same Conditions, that I held the same immediately before the Execution hereof: And I the said *C. D.* do hereby agree to accept of the said Share *or* Shares, subject to the same Rules, Orders, and Conditions. Witness our Hands and Seals, the Day of in the Year of our Lord

Clerk to be appointed;

And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Company of Proprietors, their Successors and Assigns, or the major Part of them, at any General Meeting assembled, and they are hereby authorised and required, from Time to Time, to nominate and appoint, by Writing under their Hands, some Person or Persons to be their Clerk or Clerks, and from Time to Time to remove such Clerk or Clerks, and appoint One or more other Person or Persons in his or their Stead; which Clerk or Clerks shall, in a proper Book or Books to be provided for that Purpose, enter and keep a true and perfect Account of the Names and Places of Abode of the several Proprietors of the said intended Navigation, and of the several Persons who shall from Time to Time become Owners and Pro-

His Duty.

prietors of, or intitled to, any Share or Shares of and in the said Navigation, and of all the other Acts, Proceedings, and Transactions, of the said Company of Proprietors, their Successors and Assigns, by virtue of and under the Authority of this Act; and that each of the said Proprietors, Land-owners, and other Persons interested or concerned in, or affected by, the said Navigation, shall and may, at all convenient Times, have Recourse to, and peruse and inspect the same, and also the Book or Books to be kept by the Clerk to the said Commissioners, gratis, and may upon Demand have Copies thereof, or of any Part thereof, paying Sixpence for every Two hundred Words: And if any such Clerk or Clerks shall refuse to permit any such Person or Persons so interested as aforesaid, to inspect or peruse such Book or Books, or refuse to make any such Copy at the Rate aforesaid, he or they shall, for every such Offence, forfeit and pay the Sum of Five Pounds; and whenever such Clerk or Clerks shall die, or quit the Service of the said Company of Proprietors, it shall and may be lawful for the Committee of such Proprietors for the Time being, or the major Part of them, to appoint some other fit Person in the Place of every such Clerk dying or quitting the Service of the said Company, until the then next General Meeting, when a Clerk shall be nominated and appointed by the said Company of Proprietors in Manner aforesaid.

Penalty, for Default therein, 5*l.*

And be it further enacted by the Authority aforesaid, That, in Consideration of the great Charge and Expence the said Company of Proprietors, their Successors, and Assigns, will be at in making, maintaining, and supplying with Water, the said Canal and collateral Cuts, and in making and maintaining all the other Works hereby authorised to be made and erected, it shall and may be lawful to and for the said Company of Proprietors, their Successors and Assigns, from Time to Time, and at all Times hereafter, to ask, demand, take, and recover, to and for their own proper Use and Behoof, for the Tonnage and Wharfage of all Iron, Ironstone, Coal, Stone, Timber, and other Goods,

Rates to be taken for Goods navigated on the Canal, &c.

Wares, Merchandize, and Commodities whatsoever, which shall be navigated, carried, and conveyed, upon or through the said Canal and collateral Cuts, such Rates and Dues as the said Company of Proprietors, their Successors and Assigns, shall think fit, not exceeding the Sum of Sixpence for every Ton of Iron, Ironstone, Coal, Timber, Stone, and other Goods, Wares, Merchandize, and Commodities, which shall be navigated, carried, or conveyed, upon any Part of the said intended Canal from Stourbridge to Stourton, and which shall pass through any One or more of the Locks which shall be erected on the said Canal; and also such Rates and Dues as the said Company of Proprietors, their Successors and Assigns, shall think fit, not exceeding the Sum of Sixpence for every Ton of Iron, Ironstone, Coal, Timber, Stone, and other Goods, Wares, Merchandize, and Commodities, which shall be navigated, carried, or conveyed, upon any Part of the said collateral Cuts, or either of them, and which shall pass through any One or more of the Locks to be erected on the said collateral Cuts, or any Part thereof; which said Rates and Dues shall be paid to such Person or Persons, at such Place or Places near to the said Canal and collateral Cuts, in such Manner, and under such Regulations, as the said Company of Proprietors, their Successors and Assigns, shall direct or appoint: And in case of Denial, or Neglect of Payment of any such Rates or Dues, or any Part thereof, on Demand, to the Person or Persons appointed to receive the same as aforesaid, the said Company of Proprietors, their Successors and Assigns, may sue for the same, by Action of Debt, or upon the Case, in any Court of Record; or the Person or Persons to whom the said Tolls ought to be paid, may, and he and they is and are hereby impowered to seize and distrain such Boat or Vessel, or Goods, for or in respect whereof any Rates or Dues ought to be paid, or any Part of such Goods, and detain the same until Payment thereof, together with reasonable Charges for such Distress; and if such Distress shall not be redeemed within Five Days after the taking thereof, the same

If Rates not paid on Demand, Proprietors may sue for the same, or distrain the Vessel, &c.

shall be appraised and sold as the Law directs in Cases of Distress for Rent.

Additional Tonnage for Goods left on Company's Wharf above 24 Hours.

And be it further enacted by the Authority aforesaid, That if any Iron, Ironstone, Coals, Lime, or other Goods whatsoever, which shall be so navigated, carried, or conveyed, shall remain upon any Wharf or Wharfs belonging to the said Company of Proprietors, their Successors and Assigns, for above the Space of Twenty-four Hours, then, and in such Case, the said Company of Proprietors, their Successors and Assigns, shall be intitled to and receive such Allowance, over and above the Rates and Dues herein-before granted, as shall be agreed upon between the said Company of Proprietors, their Successors and Assigns, or their Agent or Agents, and the Owner or Owners of such Iron, Ironstone, Coals, or other Goods; or, in case of Difference concerning the same, as shall be ascertained by the said Commissioners, or any Five or more of them.

Exemptions from Rates in certain Cases.

Provided always, and be it further enacted by the Authority aforesaid, That all Lime and Limestone, navigated upon the said Canal or collateral Cuts, shall not pay more than One-third Part of the Rates or Dues herein-before mentioned; and that Paving-stones, Gravel, Sand, and all other Materials for making and repairing of Roads, (Limestone excepted) and also Dung, Soil, Marl, and all Sorts of Manure for the Improvement only of the Lands or Grounds of all and every Person and Persons whose Lands or Grounds shall or may be had or taken for or upon Account of making the said Canal or collateral Cuts, or any Part or Parts thereof, shall not be charged with, or liable to pay, any of the Rates or Dues authorised to be taken by this Act for being carried upon the said Canal or collateral Cuts, or any Part or Parts thereof, but shall be free and exempted from the same, so that the Things hereby exempted from the Payment of the said Rates or Dues do not pass through any Lock authorised to be made by virtue of this Act, but at such Times when the Water shall flow over the Lock Weir: And that all Persons who shall own or be concerned or employed in carrying Paving-stones, Gravel,

Persons carrying Paving-stones, &c. may make use of Towing-paths, etc.

Gravel, Sand, or other Materials for the Repair of Roads, or Dung, Soil, Marl, or other Manure, (except Lime and Limestone) shall have free Liberty to make use of the Towing-paths, Wharfs, or Quays, belonging to the said Company of Proprietors, their Successors and Assigns; such Persons not suffering such Paving-stones, Gravel, Sand, or other Materials for repairing Roads, or Dung, Soil, Marl, or other Manure, to lie upon such Wharfs or Quays longer than may be necessary for loading, unloading, and conveying the same from and to the several Places where they are put on board and unloaded, and making good any Damages that may be done to the Sides or Banks of the said Canal or collateral Cuts, by the loading, unloading, or discharging, any Boats or other Vessels; which Recompence or Satisfaction, in case of any Difference, shall be settled and ascertained by the said Commissioners, or any Five or more of them.

Proprietors may alter Rates from Time to Time.

And be it further enacted by the Authority aforesaid, That the said Company of Proprietors, their Successors, and Assigns, shall, at their First General Assembly, to be held by the Direction of this Act, ascertain and fix the Rates or Dues to be taken by virtue of this Act; and that it shall and may be lawful to and for the said Company of Proprietors, their Successors, and Assigns, at any General Assembly to be afterwards held for that Purpose, (of which Three Months Notice at the least shall be given in the Manner herein-after mentioned) to lessen or reduce all or any of the said Rates or Dues fixed at such First General Assembly as aforesaid, as the said Company of Proprietors, their Successors and Assigns, shall think proper; and afterwards from Time to Time, at any General Assembly, of which such Notice shall be given as aforesaid, to advance and raise all or any of the said Rates or Dues so lessened: Provided always, That the Rates or Dues so to be advanced, ascertained, and fixed, as aforesaid, shall not in any Case exceed the Rates or Dues herein-before granted; and that no Reduction of the said Rates or Dues shall be made without the Consent of the Proprietors possessed of at least Two-thirds of the Shares in the said Navigation: Provided always,

That any Reduction to be made from Time to Time out of the said Rates, Tolls, or Duties, shall, before it is put in Force, have the Approbation of the major Part of the said Commissioners assembled at a General Meeting to be held for that Purpose at Stourbridge, or such other Place within Three Miles of such Canal, as the said Proprietors shall appoint; Notice of such Meeting, and of the Purpose for which it is to be held, to be given in the Worcester and Birmingham News-papers, at least Six Weeks before such Meeting; and provided that there be Twenty-one Commissioners at least present at such Meeting; any Thing in this Act to the contrary notwithstanding. No Reduction to be made, without the Approbation of a Majority at a General Meeting.

And whereas the principal Object for making the said Dudley Canal is to convey Coals from certain Mines which lie upon or near to the Course of the said intended Canal, and that the Publick may be supplied with Coals at a more reasonable Rate, be it therefore enacted by the Authority aforesaid, That the said Company of Proprietors, their Successors and Assigns, shall, and they are hereby required, from Time to Time, and at all Times hereafter, to abate and allow out of the Rates and Dues which shall from Time to Time be ascertained, fixed, and taken, by the said Company of Proprietors, their Successors and Assigns, for Tonnage and Wharfage upon the said collateral Cuts, the Sum of Three-pence upon each and every Ton of Coals which shall be navigated, carried, or conveyed, upon the said collateral Cuts, and which shall have passed through any of the Locks, to be erected upon the said intended Dudley Canal; but that nothing herein contained shall hinder or prevent the said Company of Proprietors from demanding or recovering the full Rates and Dues to be from Time to Time ascertained, fixed, and taken, by the said Company of Proprietors, their Successors or Assigns, for Tonnage and Wharfage upon the said Canal, from Stourbridge to Stourton: Provided also, That it shall and may be lawful to and for the said Company of Proprietors, their Successors or Assigns, at any Time hereafter, at any General Assembly, to lessen Three-pence to be taken for every Ton of Coals which shall have passed through any of the Locks on the intended *Dudley* Canal.

leſſen or reduce the Dues and Rates for Tonnage and Wharfage upon all or any other Kind of Goods and Merchandize which ſhall be navigated upon the ſaid Canal and collateral Cuts intended to be made by virtue of this Act, and which ſhall be navigated upon the ſaid propoſed Dudley Canal, and afterwards, at any other General Aſſembly, to advance the Rates and Dues upon all ſuch laſt-mentioned Goods and Merchandize, ſo as that the ſame do not exceed the full Rates and Dues herein-before granted.

A Duty of 2 *d. per* Ton *per* Mile, may be laid upon all Coals that ſhall be navigated upon the *Staffordſhire* Canal Navigation.

And whereas by an Act, paſſed in the Sixth Year of the Reign of His preſent Majeſty, certain Perſons therein named, their Succeſſors and Aſſigns, were incorporated by the Name of The Company of Proprietors of the *Staffordſhire* and *Worceſterſhire* Canal Navigation, and were thereby enabled to make a navigable Canal from the River Severn, between Bewdley and Fittonbrook, in the County of Worceſter, to join and communicate with a Canal then intended to be made between the River Trent and the River Merſey, at or near Haywood-mill, in the County of Stafford; and to raiſe ſuch Sums of Money for accompliſhing the ſaid Undertaking as are therein particularly mentioned; which ſaid Sums being found inſufficient for compleating the ſaid Navigation, the ſaid Company of Proprietors, by another Act, paſſed in the Tenth Year of the Reign of His preſent Majeſty, were authoriſed to raiſe ſuch further Sums of Money as are therein mentioned for compleating the ſame, and the ſaid Navigation hath been ſince accordingly compleated: And whereas a great Inducement to the ſaid Company of Proprietors to undertake the making of the ſaid Navigation was, the Advantage expected to ariſe from Coals to be navigated on the ſaid Canal in general, and particularly from Autherley near Wolverhampton, in the ſaid County of Stafford, down to the River Severn, which is a Diſtance of Twenty-five Miles and upwards: And whereas the Navigation intended to be made by virtue of this Act will fall into and communicate with the ſaid Staffordſhire and Worceſterſhire Canal Navigation, at or

near a certain Place called The River Stour Aqueduct, near Stourton, in the said County of Stafford, which, by the Course of the Staffordshire and Worcestershire Canal, is about Twelve Miles and an half distant from the River Severn, where the said Staffordshire and Worcestershire Canal falls into the said River; by means whereof the Owners of Coal-mines lying in the Neighbourhood of Stourbridge will be enabled greatly to undersell the Owners of Coal-mines lying in the Neighbourhood of Bilston, Coseley, and Tipton, in the County of Stafford, at the Severn Markets, which will tend to the manifest Injury of the said Collieries as well as of the said Staffordshire and Worcestershire Canal Navigation, unless Powers are given to the said Company of Proprietors of the Staffordshire and Worcestershire Canal Navigation to regulate their Tonnage upon Coals in such Manner as to bring the same, from all the said respective Coal-mines, to the Market of the Publick, upon a nearer Footing of Equality, by advancing the Tonnage in Manner herein-after directed upon the said last mentioned Canal Navigation, and by reducing the Tonnage upon all or any Part of the said Navigation, pursuant to an Agreement for that Purpose: And whereas the said Company of Proprietors of the said Staffordshire and Worcestershire Canal Navigation were impowered, by virtue of the said Acts of the Sixth and Tenth Years of the Reign of His present Majesty, to receive and take a Tonnage of One Penny Halfpenny per Mile upon the said Canal Navigation, but were not thereby impowered to make any partial or particular Reduction thereof, and the same cannot be done without the Aid of Parliament; be it therefore enacted by the Authority aforesaid, That for the better carrying the said Agreement into Execution, and for the Benefit and Relief of the Owners of Coal-mines near Bilston, Coseley, and Tipton, in the said County of Stafford, and of the Proprietors of the Staffordshire and Worcestershire Canal Navigation in Manner aforesaid, it shall and may be lawful, to and for the said Company of Proprietors of the Staffordshire and Worcestershire Canal Navigation, their

their Successors and Assigns, or such Person or Persons as they shall, from Time to Time, authorise and appoint, to lay, impose, demand, take, and receive, from Time to Time, and at all Times hereafter, such Tolls, Rates, or Duties, upon all Coals which shall be brought down the said intended Stourbridge Canal Navigation, and which shall be navigated, carried, or conveyed, upon, through, or along, the said Staffordshire and Worcestershire Canal Navigation, for the sole Use and Benefit of the said Company of Proprietors of the said Staffordshire and Worcestershire Canal Navigation, as the said Company of Proprietors, their Successors or Assigns, shall think fit, not exceeding the Sum of Two-pence for every Ton of Coals which shall be so navigated, carried, or conveyed, for the Space of One Mile, and so in proportion for any Quantity greater or less than a Ton, and for any Space greater or less than which said Tolls, Rates, or Duties, shall be paid to such Person or Persons, at such Place or Places, and in such Manner, and under such Regulations, and, in case of Neglect or Denial of Payment thereof, the Boat or Vessel and Coals shall be subject to such and the same Powers of Seizure, Distress, and Sale, together with Payment of all reasonable Charges attending the same, and the Owner or Owners of such Boat or Vessel shall be subject and liable to such Action or Actions, as in and by the said herein-before recited Acts, passed in the Sixth and Tenth Years of the Reign of his present Majesty, or either of them, are thereby provided for the paying, receiving, and Recovery of the Tolls, Rates, or Duties, and Penalties thereby granted or allowed to be taken and received by the said Company of Proprietors, their Successors and Assigns; and also, that it shall and may be lawful, to and for the said Company of Proprietors of the Staffordshire and Worcestershire Canal Navigation, from Time to Time to lessen or reduce the Tolls, Rates, or Duties, herein and by the said recited Acts granted to the said Company, upon any Part or Parts of their said Canal, and for any Distance or Distances the said Company of Proprietors, their Successors and Assigns,

Proprietors of *Staffordshire* Canal impowered to reduce their Tolls, and to raise them again.

Assigns, shall think fitting, such Reduction being made with the Consent of the major Part of the Commissioners, appointed by the said recited Act passed in the Sixth Year of the Reign of His present Majesty, assembled for that Purpose, of which Assembly or Meeting of such Commissioners Twenty-one Days Notice at least shall be given in One of the Birmingham Newspapers; provided there be Twenty-one Commissioners at least present at such Meeting; and further, that it shall and may be lawful to and for the said Company of Proprietors, their Successors and Assigns, by themselves alone, and without the Consent or Interposition of the said Commissioners, at any subsequent Assembly or Meeting of the said Company of Proprietors, again from Time to Time to raise and advance all or any of the said Tolls, Rates, or Duties, so lessened or reduced, to any Sum or Sums of Money not exceeding the respective Tolls, Rates, or Duties, in and by the said recited Acts and this Act granted; any Thing herein, or in the said recited Acts, or either of them, contained to the contrary thereof in anywise notwithstanding.

Provided always, That in case the said intended Navigation, by this Act authorised to be made, shall join and communicate with the said Staffordshire and Worcestershire Canal, at a certain Flash of Water near the said River Stour Aqueduct, or within Sixty Yards of the East Wing Wall of the said Aqueduct, on the Towing-path Side of the said Canal, then it shall and may be lawful to and for the said Company of Proprietors of the Staffordshire and Worcestershire Canal Navigation, to demand, take, and receive, such Tolls, Rates, and Duties, on Coals as aforesaid, not exceeding the Sum of Two-pence for every Ton of Coals which shall be navigated, carried, or conveyed, upon the said Staffordshire and Worcestershire Canal Navigation, or any Part thereof, for the Distance of One Mile, and so in proportion for any greater or less Distance than a Mile, to be computed from the Place where the said intended Canal by this Act authorised to be made shall join and communicate with the said Staffordshire and

At what Places the aforesaid Toll of 2 *d. per* Ton on Coals, on the *Staffordshire* Canal, is to commence.

Worcestershire Canal; but in case the said intended Canal shall join and communicate with the said Staffordshire and Worcestershire Canal at a greater Distance than Sixty Yards from the East Wing Wall of the said Aqueduct, then and in such Case the said Tonnage shall commence and be computed from the Distance of Sixty Yards from the said East Wing Wall of the said Aqueduct; any Thing herein contained to the contrary thereof in any-wise notwithstanding.

Masters of Boats, *etc.* to give an Account in Writing to the Collectors, of Goods on Board.

And, for the more easy collecting the said Rates and Dues hereby laid and directed to be paid, be it further enacted by the Authority aforesaid, That the Master, Owner, or Manager, of every Boat, Keel, or other Vessel, navigating upon the said intended Canal or collateral Cuts, shall give a just Account in Writing, signed by the Master, Owner, or Person having the Rule or Command of every such Boat or Vessel, to the Collectors of the said Rates or Dues at the Place or Places where they shall attend for that Purpose, of what Quantity of Goods shall be in or belonging to such Boat or other Vessel, from whence brought, and where they intend to land the same; but if the Goods contained in such Boat shall be liable to the Payment of different Rates or Dues, then such Master, Owner, or Person, shall specify the Quantities liable to the Payment of the said Rates or Dues; and in case they shall neglect or refuse to give such Account, or shall give a false Account, or shall deliver any Part of their Loading or Goods at any other Place or Places than what is or are mentioned in such Account, every such Person shall forfeit and pay, to the said Company of Proprietors, their Successors and Assigns, the Sum of Ten Shillings for every Ton of Goods which shall be in such Boats or other Vessels respectively, of which such Account shall be so refused to be given, or of which such false Account shall be given, or which shall be delivered out contrary to such Account as aforesaid, as the Case shall happen to be, over and above the respective Rates or Dues payable for the same; and in case of Neglect, Refusal, or Denial of Payment, on Demand, of such Forfeiture or Forfeitures before-

Penalty on Default.

mentioned,

mentioned, or any Part thereof, to the said Company of Proprietors, their Successors and Assigns, that then and in such Case the same shall be recovered and levied in such Manner and by such Methods as the said Rates or Dues herein-before granted to the said Company of Proprietors, their Successors and Assigns, are directed and appointed to be levied and recovered.

How many Feet of Timber to be deemed a Ton, *etc.*

And, for the better ascertaining the Tonnage of Timber and Wood to be charged with the Payment of such Rates or Dues as aforesaid, be it further enacted, That Forty Feet of round, or Fifty Feet of square Oak, Ash, or Elm Timber, and Fifty Feet of Fir or Deal Balk, Poplar, and other Wood, shall, for the Purpose of this Act, be deemed, rated, and estimated, as and for One Ton Weight; and that Six-score Pounds Weight Avoirdupoize shall, for the like Purpose, be deemed and taken as and for One hundred Weight; any Usage of rating or estimating the same to the contrary hereof notwithstanding.

Collectors may weigh or measure Goods.

And be it further enacted by the Authority aforesaid, That if any Difference shall arise between any Collector of the said Rates and Dues, and the Master or Person having Charge of any Boat or Vessel, or the Owner of any Goods, Wares, or Merchandise, concerning the Weight or Quantity of the same, it shall be lawful for any such Collector to stop and detain any such Boat or Vessel, and to weigh, measure, or gauge, or cause to be weighed, measured, or gauged, all such Goods, Wares, and Merchandise, as shall be therein contained; and in case the same shall, upon such weighing, measuring, or gauging, appear to be of greater Weight or Quantity than the Account given of the same by the Master, Owner, or Person as aforesaid, such Master, Owner, or Person, shall pay the Costs and Charges of such weighing, measuring, and gauging; all which said Costs and Charges, upon Refusal of Payment thereof upon Demand, shall and may be recovered and levied by such Ways and Means and in such Manner as the said Rates and Dues herein-before granted are or can be recovered and levied: But if such Goods, Wares, and Merchandise, shall appear to be of the same or less

Charges of weighing, *etc.* how to be paid.

Weight

Weight or Quantity than the Account given in by such Waiter, Owner, or Person, then the said Collector shall pay the Costs and Charges of such weighing, measuring, and gauging, and shall also pay to such Waiter or Person, or to the Owner or Owners of such Goods, Wares, and Merchandise, such Damages as shall appear to the said Commissioners, or any Five or more of them, upon the Oath of One or more credible Witness or Witnesses, to have arisen from such Detention; and in Default of immediate Payment thereof, the same shall be recovered from the Company of Proprietors of the said Navigation, their Successors or Assigns, by Action of Debt, in any of his Majesty's Courts of Record.

Navigation to be free on Payment of Tolls.

And be it further enacted by the Authority aforesaid, That all Persons whatsoever shall have free Liberty to use with Horses, Cattle, and Carriages, the private Roads and Ways (except the Towing-paths) for the Purpose of conveying any Goods, Wares, Merchandise, and Commodities whatsoever, to or from the said Canal and collateral Cuts; and also to navigate upon the said Canal and collateral Cuts with any Boats or other Vessels not exceeding Seven Feet in Breadth, and to use the said Wharfs and Quays for loading and unloading any Goods, Wares, Merchandise, and Commodities; and also to use the said Towing-paths with Horses for haling and drawing such Boats and Vessels, upon Payment of such Rates and Dues as shall be demanded by the said Company of Proprietors, their Successors, and Assigns, not exceeding the Rates herein-before mentioned.

No Boat under 15 Tons to pass through any Lock, *etc.*

Provided always, That no Boat or other Vessel of less Burthen than Fifteen Tons, shall pass through any of the Locks to be made by virtue of this Act, without the Consent of the said Company of Proprietors, their Successors, or Assigns, or their Principal Agent for the Time being, in Writing first had and obtained.

Owners of adjoining Lands may use Pleasure-boats.

And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the Owners and Occupiers of any Lands adjoining to the said Canal and collateral Cuts, to use any Pleasure Boat or Boats, upon the said Canal and collateral Cuts (so as the same

do not pass through any Lock), without the Consent of the said Company of Proprietors, their Successors or Assigns, and without paying any Rate or Due for the same; and so as such Boat be not used for carrying any Goods, Wares, or Merchandise, and do not obstruct or prejudice the said Navigation.

Drains, *etc.* to be made for the Benefit of Lands adjoining.

And, to the End that the said Navigation may be carried on with as little Damage to private Property as possible, be it further enacted by the Authority aforesaid, That the said Company of Proprietors, their Successors and Assigns, shall, and they are hereby required, at their own proper Costs and Charges, to make, or cause to be made, such Arches, Tunnels, Drains, or other Passages, over, under, or into, the said Canal and collateral Cuts, and the Trenches, Streams, and Watercourses, communicating therewith, and the Towing-paths on the Sides thereof, of such Depth and Breadth as shall be sufficient at all Times to convey the Water from the Lands adjoining or lying near to the said Canal or collateral Cuts, without obstructing or impounding the same; and also to make proper Watering-places for Cattle, where, by Means of the said Canal or collateral Cuts, Cattle shall have been deprived of Watering-places; and that all such Arches, Tunnels, Drains, or other Passages, shall, from Time to Time, be supported, maintained, and kept in good and sufficient Repair, by the said Company of Proprietors, their Successors and Assigns; and if at any Time or Times, after One Calendar Month's Notice shall be given by or on Behalf of any of the Owners or Occupiers of the said adjacent Lands, who shall find him, her, or themselves aggrieved by the Obstruction of the said Watercourses, to the said Company of Proprietors, or to their Clerk, Agent, or Collector, for the Time being, the said Arches, Tunnels, Drains, or other Passages, shall not be made, cleansed, and repaired, according to the true Intent and Meaning of this Act, it shall and may be lawful for any Person or Persons, having an Order in Writing for that Purpose from any Five or more of the said Commissioners, from Time to Time, as often as there shall be Occasion, to

and kept in Repair by the Proprietors.

make, cleanse, and repair, such Arches, Tunnels, Drains, or other Passages; and the reasonable Expences thereof, to be ascertained by the said Commissioners, or any Five or more of them, shall be defrayed by the said Company of Proprietors, their Successors and Assigns; and in case of Neglect or Refusal to satisfy the same for the Space of One Calendar Month after Demand thereof made upon the said Company of Proprietors, or their Clerk, Agent, or Collector, such Expences shall and may be recovered and levied in such Manner as the Costs and Charges of making and erecting Bridges and other Works, by the Owners or Occupiers of Land, are by this Act directed and appointed to be recovered and levied.

Towing-paths to be fenced from the adjoining Lands.

And be it further enacted by the Authority aforesaid, That the said Company of Proprietors, their Successors and Assigns, shall, within the Space of Twelve Calendar Months after any Land shall be taken for the Use of the said Canal or collateral Cuts, at their own proper Costs and Charges, divide and separate, and keep constantly divided and separated, the Towing-paths on each Side of the said Canal and collateral Cuts, Trenches, or Passages, or such Part or Parts thereof as shall be necessary, by Posts and Rails, Hedges, Ditches, Trenches, Banks, or other Fences, from the remaining Lands or Grounds adjoining to such Towing-paths, and from which such Lands for the Use of the said Canal or collateral Cuts shall have been so taken; and shall, at their own proper Costs and Charges, from Time to Time, maintain and support the said Towing-paths, and the said Posts, Rails, Hedges, Ditches, Trenches, Banks, and other Fences, so erected, set up, or made as aforesaid; and also shall, at their own 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 Sides of such Towing-paths as aforesaid, and also such Bridges, Arches, and Passages, over, under, or through, the said Canal and collateral Cuts, and the said Trenches, Streams, and Watercourses, and of such Dimensions, and in such Manner, as the said Commissioners, or any Five or more of them, shall from Time to

Gates, Bridges, *etc.* to be erected.

Time

Time judge necessary and appoint, for the Use of the Owners and Occupiers of the Lands, Grounds, or Hereditaments, adjoining to such Canal or collateral Cuts, Trenches, Streams, Watercourses, and Towing-paths, or any of them respectively; and the said Company of Proprietors, their Successors and Assigns, shall not make the said Canal or collateral Cuts, or any Trench or Watercourse, or any Part thereof, in or across any Common Highway, Publick Bridleway, or Foot-path, until such Time as they shall, at their own proper Charges, have made and perfected such Bridges, Passages, or Arches, over, through, or under, the Places where the said Canal, collateral Cuts, Trenches, or Watercourses respectively, shall be intended to be made for such Road, Way, or Path, and of such Dimensions, and in such Manner, as the said Commissioners, or any Five or more of them, shall adjudge proper; and all such Gates, Stiles, Bridges, Arches, and other Conveniences, so to be made, shall, from Time to Time, be supported, maintained, and kept in sufficient Repair, by the said Company of Proprietors, their Successors and Assigns.

If Proprietors neglect to separate Towing-paths, &c.

And be it further enacted by the Authority aforesaid, That in case the said Company of Proprietors, their Successors and Assigns, or their Agents, shall fail or Neglect to divide and separate, and to keep divided and separated, the Towing-paths of the said Canal and collateral Cuts, Sluices, and Passages, 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 Towing-paths, or such Bridges, Arches, and Passages, over, under, or through the said Canal and collateral Cuts, and the said Trenches, Streams, and Watercourses, as aforesaid, or to make such Watering-places for Cattle as herein-before directed, for the Use and Convenience of the respective Owners or Occupiers of the Lands adjoining thereto, of such Dimensions, and in such Manner, as the said Commissioners, or any Five or more of them, shall from Time to Time direct or appoint, for the Space of Three Calendar

Months next after the respective Times to be appointed for those Purposes by the said Commissioners, or any Five or more of them; then, and in every such case, it shall and may be lawful to and for any of the Owners or Occupiers of the said adjacent Lands or Grounds, who shall find themselves aggrieved by any such Failure or Neglect, to make, erect, and set up, all such Gates, Stiles, Bridges, Arches, Passages, Watering-places, and other Conveniences aforesaid, as the said Commissioners, or any Five or more of them, shall have before directed or appointed to be made, erected, and set up, by the said Company of Proprietors, their Successors and Assigns, as aforesaid; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Commissioners, or any Five or more of them, shall be repaid to the respective Owners or Occupiers of the said adjacent Lands, who shall have so made and erected the said Gates, Stiles, Bridges, Arches, Passages, Watering-places, or other Conveniences as aforesaid, by the said Company of Proprietors, their Successors and Assigns, within the Space of Twenty-one Days next after the same shall have been so settled and allowed, and an Account and Demand shall have been delivered and made thereof: And in Default of Payment of the said Costs and Charges within the Time aforesaid, the said Commissioners, or any Five or more of them, shall, and they are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company of Proprietors, their Successors and Assigns, which shall be found upon the said Canal, collateral Cuts, or the Wharfs, Quays, or Warehouses, adjoining or near the same, to be applied to and for the Use of such Person or Persons who shall have so laid out and expended the same as aforesaid, rendering to the said Company of Proprietors, their Successors or Assigns, or to some of their Agents, the Overplus (if any there be) after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Commissioners, or any Five or more of them; or otherwise,

Occupiers of adjacent Lands may do it,

who shall be reimbursed by the Proprietors.

In Default of Payment, to be levied by Distress.

wise, the said Owners or Occupiers of Lands, who shall have made, erected, or set up, any such Gates, Stiles, Bridges, Arches, Passages, Watering-places, or other Conveniencies as aforesaid, shall and may have such and the like Remedy against the said Company of Proprietors, their Successors and Assigns, for the Recovery of such Costs and Charges, by Action at Law, to be commenced and prosecuted in such Manner, as in other Cases is in and by this Act mentioned and directed.

In case the Company neglect to repair Rails, Hedges, *etc.* Occupiers of Lands may do it.

And be it further enacted by the Authority aforesaid, That in case the said Posts, Rails, Hedges, Ditches, Trenches, Banks, or other Fences aforesaid, or the said Gates, Stiles, Bridges, Arches, Passages, Watering-places, or other Conveniencies, shall be out of Repair, it shall be lawful for the respective Owners and Occupiers of Lands and Grounds who shall be affected thereby, or any of them, to apply to the said Commissioners, or any Five or more of them, for Power to repair the same (giving at least Fourteen Days previous Notice of such intended Application to the said Company of Proprietors, and of the Time and Place of making such Application, by inserting the same in the Birmingham and Worcester News-papers, or in such other Manner as the said Company of Proprietors, their Successors or Assigns, shall, at any General Meeting, direct or appoint;) and the said Commissioners, or any Five or more of them, are hereby authorised, by Warrant in Writing under their Hands and Seals, to authorise and impower such Owners or Occupiers to make good such Repairs as to them shall seem necessary, in case the said Company of Proprietors shall not, within Thirty Days from the Time of granting such Warrant, cause the same to be done; and the said Owners or Occupiers respectively shall have and recover the Costs and Charges thereof by such Ways and Means as are herein-before provided for recovering the Costs and Charges of making, erecting, and setting up the same originally, by the said Owners or Occupiers respectively.

Coals, *etc.* found in digging the Canal, may be taken by Proprietors of Lands.

And be it further enacted by the Authority aforesaid, That all Coals, Glass-house Pot-clay, Limestone, Iron-stone,

stone, and other Minerals, which shall be found and dug up in making, carrying on, and compleating, the said Canal and collateral Cuts, or any other Works hereby authorised to be made, carried on, and compleated, shall be laid upon the Surface of the Lands in some convenient Place near the said Works, at the Expence of the said Company of Proprietors, their Successors, and Assigns; and it shall and may be lawful to and for the Persons respectively in whose Land or Ground the said Coals, Glass-house Pot-clay, Limestone, Ironstone, and other Minerals, shall be found and dug up, to take, carry away, and dispose of the same to and for his and their own Use and Benefit; and that it shall and may be lawful, to and for the said Owners or Proprietors of any such Mines, Glass-house Pot-clay, Limestone, Ironstone, and other Minerals, which shall or may be discovered or cut in any Tunnel or Aqueduct which shall be made by virtue of this Act, to make a Sough or Soughs, Drain or Drains, to water or drain the remaining Part of such Mines or Minerals, and to discharge the Water arising and flowing from the same into such Tunnel or Aqueduct; provided that such Settling-places be made at convenient Distances in such Soughs or Drains as shall be approved and directed by the said Company of Proprietors, their Successors or Assigns, or their principal Engineer for the Time being, and the same shall be cleansed as often as shall be necessary at the Expence of the Person or Persons to whom the same shall belong, in Order to prevent the Mud and Earth from being conveyed into such Tunnel or Aqueduct; provided that such Parts of the said Soughs or Drains as shall be under or within the Distance of Ten Yards from such Tunnel or Aqueduct on either Side thereof, shall not exceed Four Feet in Breadth, and that the same shall be performed under the Direction and Inspection of the said Company of Proprietors, their Successors or Assigns, or their principal Engineer for the Time being; and that no Owner or Proprietor of any Mines or Minerals, their Workmen or Servants, or other Person whatsoever, shall open or carry on any Work for digging, getting, or discovering, such Mines or Minerals, under

Proprietors of Mines, *etc.* may make Drains to carry Water from the same, *etc.*

under any Tunnel, or within Twenty Yards of the same, without the Consent of the said Company of Proprietors, their Successors, and Assigns; and that no Water shall be taken or drawn off lower than the Level of the Water in the said Canal and collateral Cuts, by any Works to be made, carried on, or erected, for getting such Coals, Glass-house Pot-clay, Limestone, Ironstone, or Minerals, within Twenty Yards of any such Tunnel or Aqueduct, unless such Water shall be returned into the said Canal or collateral Cuts through such Tunnel or Aqueduct; and that no Owner or Proprietor of any Mines or Minerals, their Workmen or Servants, or other Person whatsoever, shall, on any Account whatever, open, dig, sink, or carry on, any Work for the getting of Coal, Limestone, Ironstone, or Mineral, within the Distance of Twelve Yards from the said intended Canal or collateral Cuts as aforesaid; nor shall any Coals, or other Minerals, be got under any Part of the said Canal or collateral Cuts, or the Towing-paths thereunto belonging, or under any Reservoir or Reservoirs to be made by the said Company of Proprietors, their Successors or Assigns, or within or under any Land or Ground lying within the Distance of Twelve Yards of either Side of the said Canal or collateral Cuts, or of any Reservoir or Reservoirs, on any Account whatsoever, except as herein-after mentioned, without the Consent of the said Company of Proprietors, their Successors and Assigns, in Writing under their Common Seal for that Purpose, first had and obtained.

Mines not to be worked within 12 Yards of Canal.

Provided nevertheless, That when any Mine of Coal, Ironstone, or other Mineral, which shall be worked agreeable to the Directions of this Act, or any Vein thereof, shall extend beyond the Limits herein-before allowed for working the same, it shall and may be lawful for the Owner of any such Mine, without any such Consent as aforesaid, from Time to Time, upon making sufficient and necessary Headways or Tunnels under the said Canal and collateral Cuts and Towing-paths, and also under any Ground where such Owners are restrained from working as aforesaid, to dig, make, and get, such Coal, Ironstone,

Method of getting Coal, *etc.* under Canal.

stone, or other Minerals, beyond such Limits; so as such Headways or Tunnels do not exceed Six Feet in Height, nor Four Feet in Breadth; and so as the same are not made nearer together than Nine Feet; any Thing herein contained to the contrary hereof in any wise notwithstanding.

Method of discovering when Mines are working under or near the Canal.

And, for the better discovering Persons who shall or may open, dig, sink, or carry on, any Work for the getting of Coal or other Minerals contrary to the Directions of this Act, be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors, their Successors and Assigns, 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 intended Canal and collateral Cuts, and other Works hereby authorised to be made, shall be or pass, wherein any Coal or other Mines shall or may be dug or opened, and likewise to enter into such Coal or other Mines, and there to view, search, measure, latch, and use all other Means for the discovering the Distance of the said intended Canal, collateral Cuts, or Towing-paths, and Reservoirs, from the working Parts of such Mines respectively; and in case it shall appear that any Mine hath been worked or got contrary to the Directions of this Act, it shall and may be lawful to and for the said Company of Proprietors, their Successors and Assigns, and to and for their Agents, Servants and Workmen, at the Expence, Costs, and Charges, of the Owners or Proprietors of all such Mines respectively, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Canal, collateral Cuts, Towing-paths, and other Works; and such Expences, Costs and Charges, shall be recovered by the said Company of Proprietors, their Successors and Assigns, in such and the same Manner as the Rates or Dues herein-before granted are to be recovered, and shall be paid into the Hands of the Treasurer or Receiver for

How Proprietors to proceed in such Cases.

the

the Time being to the said Company of Proprietors, to be applied for the Purposes of this Act.

Company to inspect Coal-mines, &c.

Provided always, and be it further enacted, That when and so often as the Owner or Proprietor of any Coal-mine, Lime-stone, or other Minerals, lying under the said Canal, or collateral Cuts, or any such Reservoir or Reservoirs as aforesaid, or within the Distance hereinbefore limited, shall be desirous of working the same, then, and in every such Case, such Owner or Proprietor shall give Notice in Writing, under his, her, or their Hand or Hands, of such his, her, or their Intention, to the Clerk for the Time being of the said Company of Proprietors, at least Three Calendar Months before he, she, or they, shall begin to work such Mines, lying under the said Canal or collateral Cuts, or the said Reservoir or Reservoirs, or within the Distance aforesaid; and upon the Receipt of such Notice, it shall and may be lawful for the said Company of Proprietors, their Successors and Assigns, to inspect, or cause such Mines to be inspected, in order to determine what Coal or other Minerals may be come at, and be actually gotten: And if the said Company of Proprietors, their Successors or Assigns, shall fail or neglect to inspect, or cause such Mines to be inspected, within Thirty Days after the Receipt of such Notice, then it shall and may be lawful for the Owners or Proprietors of such Mines, and they are hereby respectively authorised to work and get such Part of the said Mines as lie under the said Canal or collateral Cuts, or the said Reservoir or Reservoirs, or within the Distance aforesaid: And if, upon such Inspection as aforesaid, the said Company of Proprietors, their Successors or Assigns, shall refuse to permit the Owners or Proprietors of the said Mines to work such Part of the said Mines as lie under the said Canal or collateral Cuts, or the said Reservoir or Reservoirs, or within the Distance aforesaid, or any Part thereof, as they might, from Time to Time, have come at and actually gotten, or in any other Manner obstruct or prevent them from getting the same; then the said Company of Proprietors, their Successors and Assigns, shall, within Three Calen-

On Failure whereof, Owners may work the same;

or the Company shall make them Satisfaction.

dar Months after such Refusal or Obstruction as aforesaid, pay, or cause to be paid, to the Owners, Proprietors, or Workers of such Mines respectively, such Price or Prices for the same, in proportion to their several Interests therein, as the next adjoining Mines of equal Quality shall have been really and bona fide sold for, or be estimated or valued at: And if any Question or Dispute shall arise between the said Company of Proprietors, their Successors or Assigns, and the Owners, Proprietors, or Workers of the said Mines, their Executors or Administrators, touching any of the Matters aforesaid, then the same shall be settled and ascertained by the said Commissioners, or any Five or more of them, in such Manner, and subject to the Verdict of a Jury, if required, as the Value of the Lands for making the said Canal and collateral Cuts and Towing-paths is, by this Act, directed to be settled and ascertained; and, in Default of Payment of such Sum or Sums of Money, the said Commissioners, or any Five or more of them, are hereby impowered and required, by Warrant under their Hands and Seals, to cause the same to be levied by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, their Successors or Assigns, which shall be found upon the said Canal or collateral Cuts, or the Wharfs, Quays, or Warehouses, adjoining or near to the same, to and for the Use of such Owners or Proprietors of the said Mines, their Executors or Administrators, as the Case may be; or otherwise the said Owners or Proprietors, their Executors or Administrators respectively, may sue for and recover the same by Action of Debt, in any of His Majesty's Courts of Record at Westminster.

Disputes to be settled by the Commissioners, &c.

Provided always, and be it further enacted, That it shall and may be lawful to and for the Owner or Owners, or Proprietors, of any Mines or Minerals, and they are hereby authorised to work, carry on, and drain the same; and to make Cuts through his or their own Lands to communicate with the said Canal or collateral Cuts, in such Manner as they shall think proper, subject to the Terms and Conditions of this Act, so as no Injury or

Owners of Mines may make Cuts through their own Grounds.

Damage be done thereby to the said Navigation, and to as the Person or Persons making such Cuts shall (if thereunto required by the said Company of Proprietors, their Successors or Assigns) make, erect, and maintain, One or more Stop-gate or Stop-gates on every such Cut, in order to prevent the Water being drained or wasted out of the said Canal or collateral Cuts, by means of making any such Cuts to communicate therewith as aforesaid.

Owners of Mines impowered to make Railways, &c.

And, in order that the Owners of Mines, lying at a greater Distance from the said Canal or collateral Cuts, may not be prevented from bringing their Coals and Minerals by the Owners of Lands lying nearer to or between the said Mines and the said Canal or collateral Cuts, but may have, as well as the Publick, the Benefit of the proposed Navigation, be it further enacted by the Authority aforesaid, That in case the Owner or Proprietor, Owners or Proprietors, of any Coal-mines, Ironstone, Limestone, or other Mines, lying within the Distance of One thousand Yards from the said Canal, or either of the said collateral Cuts, shall find it expedient and necessary to make One or more Railway or Railways, Road or Roads, to convey his, her, or their Coals, Ironstone, Limestone, or other Minerals, to the said Canal, or either of the said collateral Cuts, over the Land or Ground of some other Person or Persons, that then, and in every such Case, it shall and may be lawful to and for such Person or Persons, being the Owner or Owners of such Lands or Grounds, within the Distance of One thousand Yards from the said Canal or collateral Cuts, over which such Railway or Road is intended to be made, to treat and agree with the Proprietor or Owner, Proprietors or Owners, of such Mines for the Damage the Owner of any such Lands or Grounds shall or may sustain by making such Railway or Railways, Road or Roads, as aforesaid; and in case the Owner or Owners of any such Lands or Grounds, and the Owner or Proprietor, Owners or Proprietors, of such Mines, cannot agree concerning the Recompence to be made for such Loss or Damage as aforesaid, that then it

If Parties cannot agree, may apply to the Commissioners,

shall

shall and may be lawful to and for the Owner or Proprietor, Owners or Proprietors, of such Mines, to apply to any Nine or more of the said Commissioners to ascertain the Course and Direction, and also the Distance (not exceeding One thousand Yards) which any such Railway or Road shall be made; and the said Commissioners, or any Nine or more of them, shall, upon such Application, appoint a Meeting for ascertaining and fixing the Course and Direction, and also the Distance (not exceeding One thousand Yards) of such Railway or Road, of which Meeting Fourteen Days previous Notice shall be given in Writing to the Owner or Owners of such Lands or Grounds, which Notice shall also express the Line or Course, and Distance of such intended Railways or Roads respectively; and the said Commissioners shall view the Place in Question, and examine Evidence upon Oath touching the same, (all which Oaths any One of the said Commissioners is hereby impowered to administer); and if it shall appear to the Commissioners assembled at such Meeting, or the major Part of them, that such Railways or Roads respectively is or are necessary and fitting to be made, that then, but not otherwise, it shall and may be lawful to and for the Owner or Proprietor, Owners or Proprietors of such Mines, to make and open Communications with his, her, or their respective Mines or Works, and the said Canal or collateral Cuts, by making, erecting, and opening, such Railways or other Roads, and to use the same with Horses, Carts, or other Carriages, through and over the Lands or Grounds of such Person or Persons as aforesaid, (not being a Dwelling-house, Garden, Yard, Park, Paddock, planted Walk or Avenue to a House, or Lawn inclosed or adjoining to a Mansion-house) in such Manner as to such Owners or Proprietors respectively shall seem expedient; provided that no Damage, Impediment, or Inconvenience, shall or may be occasioned to the said Navigation by Means of such Communications, and the Owners or Proprietors of any such Mines or Minerals making full Satisfaction for all Damages to be sustained by the Owners and Proprietors of any such Lands by reason

who are to view the Place, and settle the Differences, &c.

of

of the making such Roads or Railways; and in case the said Owners or Proprietors of any such Mines or Minerals, and the Owners and Occupiers of any such Lands, cannot agree touching the Satisfaction to be made, the same shall be settled and ascertained by the said Commissioners, or any Five or more of them, in such Manner, and subject to the Verdict of a Jury if required, as the Value of the Lands to be taken for making the said Canal and collateral Cuts is by this Act directed to be settled and ascertained; and in Default of Payment of such Sum or Sums of Money, the same to be recovered in Manner as is herein-before directed and provided for recovering Money which ought to be paid for any Damage to be occasioned to any Lands by reason of the making the said Canal or collateral Cuts.

Proprietors may erect a Towing-bridge over the *Staffordshire* Canal.

And whereas it will be necessary, in order to effect such Junction with the said Staffordshire and Worcestershire Canal as aforesaid, to erect a Bridge over the same, for the Purpose of towing the Boats and other Vessels to be navigated on the Canal intended to be made by virtue of this Act, be it therefore enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Company of Proprietors, their Successors and Assigns, and their Servants, Agents, and Workmen, to make, set up, and erect, a proper Bridge over and across the said Staffordshire and Worcestershire Canal, at or near the Place where the said Canals are intended to communicate; and to make an Abutment to such Bridge, on the Side of the Towing-path belonging to the said Staffordshire and Worcestershire Canal, and from Time to Time, and at all Times thereafter, as often as Occasion may require, to repair and amend such Bridge and Abutment, and to make any new Bridge, or Abutment, so as not to injure or obstruct the Navigation of the said Staffordshire and Worcestershire Canal in any greater Degree than the same is injured or obstructed by other Bridges erected across the same; and so as reasonable Satisfaction and Amends be made to the Proprietors of the said Staffordshire and Worcestershire Canal, for any Land to be taken thereby, or for any Damage to be done

making Satisfaction for Damages, &c.

to their Canal in the making and constructing of such Bridge and Abutments, or in repairing of the same; such Satisfaction and Damage to be settled and ascertained in the same Manner as is herein-before prescribed with respect to Satisfaction and Damages for Lands to be taken and used for the said intended Canal or collateral Cuts, or for any Damage occasioned thereby.

Lowermost Lock on Canal, not to be of less Fall than 10 Feet.

And, in order that a Supply of Water may be brought into the said Staffordshire and Worcestershire Canal, by means of the intended Navigation, be it therefore enacted by the Authority aforesaid, That the said Company of Proprietors, their Successors and Assigns, shall, and they are hereby required to make and construct the lowest Lock, which shall be erected on the said intended Canal, of the Depth or Fall of Ten Feet at the least, and at all Times to support and maintain the same of such Depth, unless the Proprietors of the said Staffordshire and Worcestershire Canal shall consent and agree, by Writing under their Common Seal, to have the same of a less Depth or Fall; any Thing in this Act to the contrary hereof notwithstanding.

Canal, between *Stourbridge* and *Bell's Mill*, to be on a Level.

And be it further enacted by the Authority aforesaid, That the Company of Proprietors of the Stourbridge Navigation and their Successors shall, and they are hereby required to make and execute all that Part of the intended Canal which lies between the Town of Stourbridge and a Place called Bell's Mill upon the same Level, in order that such Part of the said Canal may be supplied with Water from the collateral Cuts directed to be made as aforesaid: And the said Company of Proprietors and their Successors are hereby required to make and finish that Part of the said Canal, which lies between the said Town of Stourbridge and Wordesley Brook, within such Time and in such Manner that the same shall be opened for the Navigation of Boats and other Vessels at the same Time the said collateral Cut to the Fens shall be opened: And the said Company of Proprietors, their Successors and Assigns, shall, and they are hereby also required, within the Space of Six Months afterwards, to make and finish the said collateral Cut from the Black

Time limited for finishing certain Parts of Canal, *etc.*

Delph aforesaid, to or near the said Lands called The Lays; and there to make and effect a Junction and Communication with the said other collateral Cut to be made from the Fens aforesaid to the Junction of Wordesley Brook with the River Stour; any Thing in this Act to the contrary hereof notwithstanding.

Owners of adjoining Lands may erect Bridges, *etc.* at their own Charge.

And be it further enacted by the Authority aforesaid, That if the Owners or Occupiers of any Lands through which the said intended Canal or collateral Cuts shall be made, do or shall at any Time or Times find that the several Gates, Stiles, Bridges, Arches, Passages, Watering-places, and other Conveniencies which the said Commissioners, or any Five or more of them, shall have ordered and directed to be made by the said Company of Proprietors, their Successors and Assigns, in, upon, over, under, or through the said Canal or collateral Cuts, or the Towing-paths thereof, are insufficient either in the Number or Situation for the commodious Use and Occupation of the respective Lands and Grounds on both Sides, or on either Side, of the said Canal or collateral Cuts, then, and in every such Case, it shall and may be lawful to and for such Owners or Occupiers, with the Consent and Approbation of the said Committee for the Time being, or of the major Part thereof, upon Request made to them for that Purpose, or in case of their Refusal for the Space of Ten Days after such Request, then with the Consent and Approbation of any Five or more of the said Commissioners, to make, fix, and erect, at their own Costs and Charges, such other Gates, Stiles, Bridges, Arches, Passages, Watering-places, or other Conveniencies, of the same or the like Construction with the others made and erected by the said Company of Proprietors, their Successors and Assigns, on, in, over, or near, the said Canal or collateral Cuts, or Towing-paths thereof, and in such Places as shall be found and judged most necessary and convenient for the better Use, Cultivation and Improvement, or Occupation of the said Lands, and to repair and support the same at their own like Costs and Charges, as Occasion shall require; so as the said Navigation be not prevented

or

or obstructed thereby for any longer Space of Time, or in any other Manner, than the same will necessarily be by making other Gates, Stiles, or Bridges, in or over the said Canal or collateral Cuts, by the said Company of Proprietors.

Company restrained from erecting or taking down certain Buildings, *etc.*

Provided always, That nothing in this Act contained shall extend, or be construed to extend, to enable the said Proprietors, their Successors or Assigns, to erect or build any Mill or Mills upon the said intended Canal or collateral Cuts, or upon the Lands which shall be set out for the Towing-paths, Wharfs, or Quays, on the Sides thereof, or to convert, employ, or use, any Water that shall be brought into or discharged out of the said Canal or collateral Cuts for the Use of any Mill or Mills hereafter to be erected near the same, or to make, erect, or build, any Houses, Warehouses, Quays, Wharfs, Cranes, or Weigh-beams, within the Distance of Fifty Yards of any Capital Mansion-house, or in or upon any Fold, Yard, Garden, Park, Paddock, Planted Walk, or Avenue to an House, or Lawn inclosed adjoining to any Capital Mansion-house, that was used as such on or before the Twenty-fifth Day of March, One thousand seven hundred and seventy-five, or upon the North-west Side of the Turnpike-road leading from Hasear Bridge to Stewponey, (other than Bridges, Locks, and Abutments) without the Consent of the said John Hodgetts, his Heirs or Assigns, in Writing first had and obtained, or to take down or damage any Dwelling-house or Outhouse (without the Consent of the Proprietors thereof respectively, except only such Buildings as the said Company of Proprietors, their Successors or Assigns, are herein-after expressly authorized and impowered to take down); or to cut down any Timber-wood, Bushwood, or Underwood, upon any of the Estates or Lands through or into which the said Canal or collateral Cuts, Roads, Passages, or Conveniencies, shall be made or carried, other than such as shall grow or be in or upon any of the Lands or Grounds which shall be set out and ascertained, taken or used, for the Purposes of the said Navigation; and that the Proprietors of the respective Lands or

or cutting down Timber, &c. (except as excepted.)

Grounds on which such Timber-wood, Bushwood, or Underwood, which shall be cut down, was growing, shall have it in their Option to take such Timber-wood, Bushwood, and Under-wood respectively, when fallen or cut down by the said Company of Proprietors, their Successors and Assigns, at such Price or Value as the same respectively shall have been estimated at or purchased by the said Company of Proprietors, their Successors, and Assigns; but in case the same shall not have been estimated at or purchased by them upon a Valuation separate or distinct from the Lands or Grounds upon which the same respectively shall then grow, then at such Price or Value as shall be agreed on for that Purpose between such Proprietors or Owners of Land and the said Company of Proprietors or their Agent; or in case of any Difference in settling or ascertaining the same, then at such Price or Value as the said Commissioners, or any Five or more of them, shall ascertain and fix; all which Timber-wood, Bushwood, or Underwood, so cut down, shall and may be carried and conveyed upon the said Canal and collateral Cuts to and from any Part thereof free from all Rates or Dues whatsoever.

Proprietors impowered to take down certain Shops, *etc.* belonging to the Earl of *Stamford*.

Provided always, and be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Company of Proprietors and their Successors, for the sole and only Purposes of making the said Canal, and a Towing-path on the Side thereof, and a Reservoir or Bason for the Use of the said Navigation, and also for the Purpose of erecting Warehouses and other Buildings, and making and laying out Wharfs, Quays, Landing-places, and Roads, for the Use of the said Canal, (in case the said Earl of Stamford and his Heirs shall not chuse to make, erect, and lay out, such Warehouses, Buildings, Wharfs, Quays, Landing-places, and Roads) to purchase and take down certain Shops and Warehouses in the Occupation of Joseph Parkes, situate in Amblecoat aforesaid, and which belong to the said Earl; and also to purchase and use certain Garden Grounds belonging to the said Earl, in the Occupation of the said Joseph Parkes; and also, with the

Consent and Approbation of the said Earl and his Heirs, or such Person or Persons who for the Time being shall be seised in Possession of the Dwelling-house in the Occupation of the said Joseph Parkes, and also of certain Dwelling-houses and Buildings in the Occupation of John Hancox, or his Under-tenants, situate in Amblecoat aforesaid, and which adjoin to the Turnpike-road leading from Stourbridge to Wolverhampton, first had and obtained, in Writing under his or their Hand or Hands, to purchase and take down the last-mentioned Dwelling-houses and Buildings; and also that it shall and may be lawful to and for the said Earl and his Heirs, or such other Person or Persons who for the Time being shall be seised for Life, or of any greater Estate, of and in the said Dwelling-houses, Buildings, and Garden Grounds, to sell and convey the same unto the said Company of Proprietors, their Successors and Assigns, in Fee Simple; and such Sales and Conveyances shall, without any Fine or Recovery, or other Assurances in the Law, be valid and effectual to all Intents and Purposes: And in case the said Earl and his Heirs, or such other Person or Persons so intitled as aforesaid, and the said Company of Proprietors, their Successors or Assigns, shall not agree upon the Price or Value of the said Buildings and Garden Grounds, that then the same shall be settled and ascertained by the said Commissioners, or any Five or more of them, or by a Jury, in such Manner as is herein-before directed and prescribed with respect to Lands to be taken for the Use of the said Canal, Regard being had to the true Value of the said Buildings and Garden Grounds: Provided also, That nothing herein-before contained shall extend, or be construed to extend, to authorise or enable the said Company of Proprietors, their Successors or Assigns, to take down the said Dwelling-house in the Occupation of the said Joseph Parkes, or the said Dwelling-houses and Buildings in the Occupation of the said John Hancox, or his Under-tenants, without the Consent of the said Earl or his Heirs, or such other Person or Persons who for the Time being shall be seised thereof as aforesaid; or to convert

If Parties cannot agree, Difference to be settled by Commissioners, *etc.*

Company not to take down certain Houses, without Consent of Owners, *etc.*

convert the said Garden Grounds, or the Ground whereon the said other Buildings now stand, to any other Purpose than the Purposes herein-before expressly mentioned; or to lessen or prejudice the Right of the said Earl and his Heirs, and such other Person and Persons as aforesaid, to build, erect, or use, any Wharfs, Quays, Landing-places, Cranes, Weigh-beams, Warehouses, or Roads, in or upon his or their Lands, adjoining or near to the said Canal, or from landing any Goods or Merchandise thereupon, or upon the Banks lying between the same, or from making and using proper and convenient Places for Boats or other Vessels to lie and turn in, agreeable to the Powers and Authorities hereinafter given and contained.

Land-owners may erect Warehouses, *etc.* on their own Lands, *etc.*

Provided always, and be it enacted by the Authority aforesaid, That nothing in this Act contained shall extend, or be construed to extend, to restrain or hinder the said George Harry Earl of Stamford, Edward Russell Esquire, and John Addenbrooke Homfray, or the Lord or Lords of any Manor or Manors, or the Owner or Owners of any Lands or Grounds, through or near which the said intended Canal or collateral Cuts shall be made, from building, erecting, or using, any Wharfs, Quays, Landing-places, Cranes, Weigh-beams, or Warehouses, in and upon their Lands, Grounds, or Wastes, adjoining or near to the said Canal or collateral Cuts, or from landing any Goods or Merchandise or other Things thereupon, or upon the Banks lying between the same and the said intended Canal or collateral Cuts, or from making and using proper and convenient Places for Boats or other Vessels to lie in, turn, or pass by each other, or from making and laying out proper and convenient Ways and Roads to and from the said Canal and collateral Cuts, so that the making, erecting, or using thereof respectively shall and do not obstruct or prejudice the said Navigation, or the Towing-paths on the Sides thereof; and all Rates and Dues that shall be paid for the Use and Benefit of all such Wharfs, Quays, Landing-places, Cranes, Weigh-beams, and Warehouses respectively, shall be and the same are hereby vested

vested in the said Earl, the said Edward Russell, and John Addenbrooke Homfray, or such Lord or Lords of such Manor or Manors, or the Owner or Owners of such Lands, Grounds, or Wastes, who shall make, erect, and build the same upon their own Lands, Grounds, or Estates respectively, his, her, and their Heirs and Assigns.

If Land-owners neglect to build, *etc.* after Twelve Months Notice, Proprietors may do it,

And be it further enacted by the Authority aforesaid, That if the said George Harry Earl of Stamford, or the said Edward Russell, and John Addenbrooke Homfray, or any such Lord or Lords, Owner or Owners, shall not, within the Space of Twelve Calendar Months next after Notice given in Writing by or on Behalf of the said Company of Proprietors, their Successors and Assigns, that any Part or Parts of such Lands, Grounds, or Wastes, is or are intended to be used by them for the Purpose of erecting Warehouses and Buildings for the Use of the said Navigation, or for making and laying out necessary and convenient Roads for the Conveyance of Goods to and from the said Canal and collateral Cuts, make, erect, and lay out, and from Time to Time maintain and keep in constant and substantial Repair, such proper and sufficient Warehouses, Buildings, and Roads, for the Use of the said Navigation, as the said Commissioners, or any Five or more of them, shall think necessary, and on the respective Part or Parts of the Lands and Grounds described in such Notice, that then the said Company of Proprietors, their Successors and Assigns, shall have full and absolute Power and Authority, without any Hindrance or Restraint whatsoever, to make use of such Lands, Grounds, or Wastes, (except such as are herein-before particularly excepted) for erecting and building proper and sufficient Warehouses and Buildings, and making and laying out necessary and convenient Roads to and from the said Canal and collateral Cuts, agreeable to such Notice to be delivered as aforesaid, first making Satisfaction for the same, in such Manner as is directed with respect to other Lands or Grounds which shall be taken or used for the Purposes of this Act: But that nothing herein contained shall extend, or be deemed or construed to extend, to subject the

making Satisfaction to the Owners.

said Earl, the said Edward Russell, and John Addenbrooke Homfray, or such Lord or Owner of Land as aforesaid, to the Repairs of the Towing-paths belonging to the said Canal or collateral Cuts.

Proprietors not to make Roads over Lands of the Earl of *Stamford*, etc. without their Consent,

Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be construed to extend, to enable the said Company of Proprietors, their Successors or Assigns, to make any Roads or Ways over any of the Lands or Grounds belonging to the said George Harry Earl of Stamford, Edward Russell, or John Addenbrooke Homfray respectively, or over any Wharfs or Quays which shall be made by them, any or either of them, on the Side of the said intended Canal, other than for the Purpose of a Towing-path for Horses, to haie Vessels upon the said Canal, and other than such Roads for the Conveyance of Goods to and from the said Canal as shall be thought necessary by the said Commissioners, or any Five or more of them, to be made and set out agreeable to the Notice herein-before directed to be given for that Purpose, without the Consent of the said Earl, the said Edward Russell, and John Addenbrooke Homfray, or their Heirs respectively, first had and obtained, in Writing under his or their Hand or Hands; and that it shall not be lawful to and for the said Company of Proprietors, their Successors or Assigns, to lay or continue any Timber, Stone, Coal, Bricks, or other Goods, upon any Quays or Wharfs belonging to the said Earl, Edward Russell, and John Addenbrooke Homfray, for any longer Space of Time than Six Days, without the Consent of the Owner or Proprietor of such Quay or Wharf, or his or their Wharfinger, Clerk, or known Agent, first had and obtained, or to commit any Trespass or Damage upon the Wharfs, Lands, or Grounds of the said Earl, Edward Russell, and John Addenbrooke Homfray respectively, other than what shall be absolutely necessary for the setting out, making, and repairing, of the said Canal, and the Towing-path on the Sides thereof, as also for the setting out, making, and repairing, of the said Bason, and the making, erecting,

nor to leave Goods on their Wharfs, longer than 6 Days, *etc.*

and building, of such Wharfs, Quays, Roads, and Warehouses, as the said Company of Proprietors, their Successors or Assigns, are herein-before authorised by this Act to set out, make, erect, and build, upon the particular Lands and Grounds of the said Earl, the said Edward Russell, and John Addenbrooke Homfray, respectively.

Rates for Wharfage to be paid to Land-owners.

Provided always, and be it enacted by the Authority aforesaid, That nothing shall be demanded or taken by any Lord or Lords, Land-owner or Land-owners, who shall or may make, erect, or build, any Wharfs or Quays, or make or lay out any Roads to and from the said Canal, or collateral Cuts, on any Part of the Lands or Grounds adjoining to the said intended Canal or collateral Cuts by virtue of this Act, as or for Wharfage for any Coals, or other Goods or Merchandize, which shall be loaded into, or discharged from any Boat or other Vessel, unless such Coals, Goods, or Merchandize, shall lie upon such Wharfs or Quays for a longer Space of Time than Six Hours in the Day-time, between the Hours of Eight of the Clock in the Morning and Five of the Clock in the Afternoon; and that no more than the Sum of One Penny Halfpenny per Ton shall be demanded or taken for the Wharfage of Coals, Lime, Limestone, Clay, Iron, Gravel, Timber, Stone, Brick, Tile, or Slate; nor more than Three-pence per Ton for the Wharfage of any other Goods or Merchandize, where the same shall be respectively placed, and remain upon such Wharfs or Quays for a longer Space than Six Hours as aforesaid, and shall not continue thereupon for a longer Space of Time than Six Days; nor shall any Thing be demanded or taken for the Use of the said Roads for the Conveyance of Goods and Merchandizes to and from the said Canal or collateral Cuts: Provided also, That it shall and may be lawful for the said Company of Proprietors, their Successors and Assigns, to erect, repair, and use, any Crane or Cranes, or Weighing-machine, upon every such Wharf or Quay, for the more convenient loading, unloading, and weighing of any such Coals or other

Company of Proprietors may erect Cranes, *etc.* on Wharfs, if Owners neglect.

other Goods, in case the Proprietors of such Wharfs or Quays shall refuse to make and erect the same within Three Calendar Months after they shall have received Notice in Writing for that Purpose from the said Company of Proprietors, their Successors or Assigns.

Weight of the Lading of Vessels to be marked on each Side,

And, for preventing Disputes touching the Weight of the Lading on board any Boat or Vessel passing upon the said Navigation, be it further enacted, That the Masters of all such Boats or Vessels shall, and they are hereby required to fix on each Side thereof respectively correct Indexes of Copper, Lead, or other Metal, of such graduated Dimensions, and of such convenient Height, and under such Regulations, as the said Company of Proprietors shall from Time to Time direct, so that the true Weight of the Lading on board may at all Times be thereby ascertained and shewn; and the Names of the Owners of such Boats or Vessels, and the proper Numbers thereof respectively, in Copper, Lead, or other Metal, as aforesaid, shall also by such Masters and Owners be affixed on the Sides of the said Boats or Vessels in some conspicuous Manner: And if the Master or Owner of any such Boat or Vessel shall navigate the same upon the said Canal or collateral Cuts, without having such Index, Name, and Number, upon his or their Boat or Vessel, every such Master or Owner so offending shall, for every such Offence, forfeit and pay the Sum of Forty Shillings, to be levied, recovered, and applied, by such Ways and Means, and in such Manner, as the other Penalties or Forfeitures for Offences against this Act are directed to be levied, recovered, and applied.

and Names of the Owners, *etc.*

on Penalty of 40 *s.*

Boats, *etc.* to be measured:

And be it further enacted by the Authority aforesaid, That the Owner or Master of every Boat or other Vessel navigating upon the said Canal or collateral Cuts, shall permit and suffer every such Boat or other Vessel to be measured, at the Expence of the said Company of Proprietors, whenever it shall be required by them, or such Person or Persons as shall be appointed by them for that Purpose; and if any Owner or Master of any Boat or other Vessel shall refuse to have his, her, or their

Penalty, on Refusal, 40 *s.*

Boats or other Vessels measured as aforesaid, he or they shall, for every such Offence respectively, forfeit and pay to the said Company of Proprietors, their Successors or Assigns, the Sum of Forty Shillings.

Boatmaster or Owner made answerable for Damages done by the Crew.

And be it further enacted, That the Master or Owner of every Boat or other Vessel navigating upon the said Canal and collateral Cuts, shall be, and is hereby made answerable for any Damage, Spoil, or Mischief, that shall be done by his Boat or other Vessel, or any of the Boatmen or Watermen belonging to, or employed in or about the same respectively, unto any of the Bridges, Weirs, Locks, Dams, Engines, or other Works, in, upon, or near the said intended Canal and collateral Cuts, or by loading or unloading any Boat or other Vessel, and for any Trespass or Damage that shall or may be done to the Owners or Proprietors of any Buildings, Erections, Lands, or Tenements, adjoining to the same; and the Master or Owner of such Boat or Vessel shall and may be sued and prosecuted for the same in any Court of Record whatsoever; and if a Verdict pass against him, or Judgement be given against him upon Demurrer, or by Default, the Plaintiff, in any such Case, shall recover his Damages thereby sustained, with Double Costs of Suit.

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

And be it further enacted by the Authority aforesaid, That the said Company of Proprietors, their Successors and Assigns, shall and may, and they are hereby required, in such Parts of the said Canal, or collateral Cuts, as shall not be of a sufficient Breadth for admitting a Boat or Vessel to turn about or lie, or for Two Boats or other Vessels to pass each other, to open or cut proper Spaces or Places in the Lands adjoining to the said intended Canal or collateral Cuts, at convenient Distances from each other, for the turning, lying, and passing of any such Boat or Vessel; and that the said Boats or other Vessels, sailing or being haled or navigated upon the said Canal or collateral Cuts, shall, upon meeting any other Boat or Vessel, stop at or go back to and lie in the said Spaces or Places in such Manner as the said Committee, or the major Part

of them, under their Hands and Seals, shall direct and appoint.

Penalty on placing Vessels so as to obstruct the Navigation, *etc.*

And be it further enacted, That if any Boat or Vessel shall be placed in any Part of the said Canal or collateral Cuts, so as to obstruct the Navigation thereof, and the Person having the Care of such Boat or Vessel shall not immediately, upon Request made for that Purpose, remove the same, he shall, for every such Offence, forfeit a Sum not exceeding Ten Shillings, nor less than Five Shillings, for every Hour such Obstruction shall continue; and it shall be lawful for the Agents or Servants of the said Company of Proprietors, their Successors and Assigns, to cause any such Boat or Vessel to be unloaded if necessary, and to be removed in such Manner as shall be proper for preventing such Obstruction in the Navigation, and to seize and detain such Boat or Vessel, and the Loading thereof, or any Part of such Loading, until the Charges occasioned by such Unloading and Removal are paid; and if any Boat or Vessel shall be sunk in the said Canal or collateral Cuts, and the Owner or Owners, or Person or Persons having the Care of such Boat or Vessel, 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 of Proprietors, their Successors and Assigns, to cause such Boat or Vessel to be weighed or drawn up, and to detain and keep the same till Payment be made of all Expences necessarily occasioned thereby.

Vessels sunk to be weighed.

Persons floating Timber on the Canal, or over-loading Vessels,

And be it further enacted, That if any Person or Persons shall float any Timber upon the said Canal or collateral Cuts, or shall suffer the Loading of any Boat or Vessel to lie over the Sides thereof, or shall overload any Boat or other Vessel navigating in or upon the said Canal and collateral Cuts, so as by such Overloading to obstruct the Passage of any other Boat or Vessel, and shall not immediately, upon Notice given to the Owner or Owners, Person or Persons having the Care of such Boat or Vessel so obstructing the Passage as aforesaid, remove the same, so as to make a free Passage for other Boats or Vessels, every such

Owner or Owners, Person or Persons, floating such Timber, or having the Care of such Boat or Vessel so obstructing the Passage as aforesaid, shall forfeit and pay, for every such Offence, the Sum of Five Pounds;

or throwing Gravel, *etc.* into Canal,

and if any Person or Persons shall throw any Ballast, Gravel, Stones, or Rubbish, into any Part of the said Canal or collateral Cuts, every such Person shall, for

to forfeit 5 *l.*

every such Offence, forfeit a Sum not exceeding Five Pounds; which said respective Forfeitures shall be paid to the said Company of Proprietors, their Successors or Assigns, to be by them applied to the Purposes of the said Navigation.

Regulations for Vessels passing the Locks.

Provided always, and be it enacted by the Authority aforesaid, That every Boatman or other Person navigating any Boat or other Vessel upon the said Canal or collateral Cuts, through any Lock to be made thereon, shall, in going down the same, shut the Lower Gates of such Lock before he shall draw the Cloughs of the Upper Gates thereof; and after he or they shall have brought his Boat or other Vessel into the said Lock, shall shut the Upper Gates before he shall draw the Cloughs of the Lower Gates thereof; and in all dry Seasons, when there shall be a Scarcity of Water in the said Canal or collateral Cuts, the Vessel going up the same, if within Sight of, and at a Distance not exceeding Three hundred Yards below a Lock, shall pass through the same before the Vessel coming down, and then the Vessel next above such Lock shall come down; and if there are more Vessels than One below and above any Lock at the same Time, in such dry Seasons, within the Distance aforesaid, (which Distance shall be distinguished by a Post or Mark to be set up or made for that Purpose), such Vessels shall go up and come down at such Lock by Turns as aforesaid, until all the said Vessels going up or coming down shall have passed, by which Means One Lock-full of

Penalty of 40*s.* for each Offence.

Water may serve Two Vessels; and if any Person shall act contrary to the Rules herein-before laid down, and shall be convicted thereof before any Justice of the Peace, upon the Oath of One or more credible Witness or Witnesses, as also the Master or other Person having

the Command of such Boat or Vessel, shall forfeit the Sum of Forty Shillings.

Canal not to be under the Power of Commissioners of Sewers.

And be it further enacted, That the said Canal or collateral Cuts, or any Works whatsoever to be made by virtue of this Act, shall not be subject to the Controul, Direction, Survey, or Order, of any Commission of Sewers, or to any Law or Statute relating to Sewers; any Thing or any Law or Statute to the contrary notwithstanding.

If Company neglect to pay annual Rents, *etc.*

And be it further enacted by the Authority aforesaid, That such annual Rents or Sums as shall be agreed on between the said Company of Proprietors, their Successors and Assigns, and the Parties interested in such Lands, Grounds, Mills, Forges, or Iron Works, or which shall be so settled and ascertained by the said Commissioners, or by a Jury as aforesaid, shall be charged on the Rates and Dues herein-before granted, and shall be paid by the said Company of Proprietors, their Successors or Assigns, as the same shall become due and payable; and in case the same shall not be paid within Twenty-one Days next after the same shall respectively become due and payable, it shall and may be lawful to and for the said Commissioners, or any Five or more of them, by an Order under their Hands and Seals, to appoint One or more Person or Persons to receive the said Rates and Dues, and to pay the same to such Person or Persons to whom such yearly Rents or Sums shall be due and unpaid as aforesaid, until such yearly Rents or Sums, with the Costs and Charges of recovering and receiving thereof, shall be fully satisfied and paid; or such Person or Persons, to whom such yearly Rents or Sums shall be due and owing as aforesaid, may sue the said Company of Proprietors, their Successors or Assigns, for, and recover the same, with Costs of Suit, by Action of Debt, in any of His Majesty's Courts of Record; or otherwise it shall and may be lawful to and for such Bodies Politick, Corporate, or Collegiate, Trustees, or other Person or Persons to whom such yearly Rents or Sums shall be due and owing as aforesaid, and he and they, and every of them, is and are hereby impowered

Commissioners may appoint a Person to receive the Rates, and pay the same, *etc.*

powered to seize and distrain any Boats, Vessels, or other Goods or Effects of the said Company of Proprietors, their Successors or Assigns, which shall be found upon the said Canal or collateral Cuts, or in, upon, or about, the Wharfs, Quays, Warehouses, or other Works belonging thereto, and to detain the same until Payment thereof, together with the reasonable Charges attending such Distress; and if such Distress shall not be redeemed within Five Days after such Distress made, and Notice thereof given in Writing, by affixing such Notice on some publick Place at any of the Wharfs or Quays belonging to the said Company of Proprietors, then such Boats, Vessels, or other Goods or Effects so distrained, shall and may be appraised and sold in such Manner as the Law directs in case of Distress for Rent; but the Goods or Effects of no other Person or Persons than the said Company of Proprietors, their Successors or Assigns, shall be liable to be seized or detained by virtue of the Powers hereby given.

Reservation of Rights of Lords of Manors, *etc.* relating to Mines, *etc.*

Provided always, and be it further enacted by the Authority aforesaid, That nothing herein contained shall extend, or be construed to extend, to defeat, prejudice, or affect the Right of any Lord or Lords of any Manor or Manors, Common or Waste Grounds, or of any Owner or Owners of any Lands or Grounds in, upon, or through which the said Canal and collateral Cuts, Towing-paths, Wharfs, Quays, Trenches, Sluices, Passages, Watercourses, or Conveniencies aforesaid, or any of them, shall be made, to the Mines, Minerals, or Quarries, lying or being within or under the Lands or Grounds to be set out or made use of for such Canal and collateral Cuts, Towing-paths, Wharfs, Quays, or other Conveniencies aforesaid, or any of them; but all such Mines, Minerals, and Quarries, are hereby reserved to such Lord or Lords of such Manor or Manors, or of such Common or Waste Grounds, and to such Owner or Owners of such Lands or Grounds respectively, their Heirs or Assigns; and that it shall and may be lawful to and for the Lord or Lords of such Manor or Manors, Common or Waste Grounds, or such Owner or Owners

of such Lands or Grounds respectively (subject to the Conditions and Restrictions herein contained) to work all such Mines and Quarries, and to take and carry away all such Coals, Ironstone, and Minerals, as shall be gotten therein, to his and their own Use; provided that in working such Mines and Quarries no Injury be done to the said Navigation; any Thing herein contained to the contrary notwithstanding.

Company not to erect Warehouses, *etc.* without Consent of Land-owners.

Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be construed to extend, to impower the said Company of Proprietors, their Successors or Assigns, to erect any Warehouses or other Buildings (except such Warehouses, Watchhouses, or other Works, as shall be necessary for making, using, preserving, and maintaining, the said Navigation) upon any of the Lands or Grounds which shall be set out and ascertained for the said Canal and collateral Cuts, or the Towing-paths, Wharfs, Quays, or other Conveniences, for the Use of the said Navigation; or to plant any Trees on such Lands or Grounds, unless they shall first obtain the Consent of the Owner or Owners of such Lands or Grounds at the Time of the setting out the same, his, her, or their Heirs or Assigns, under his, her, or their Hand and Seal or Hands and Seals respectively; and that in case any Warehouse or other Building (except as before excepted) shall be erected, or any Trees shall be planted, upon any such Lands or Grounds, without such Consent as aforesaid, it shall and may be lawful to and for the Owner or Owners of such Lands or Grounds, at the Time of the setting out the same as aforesaid, his, her, or their Heirs or Assigns, to take or pull down and remove such Warehouses and other Buildings, and to cut down and carry away such Trees, without being guilty of any Trespass, or liable to any Action or Prosecution for so doing.

Reservation of exclusive Rights of Fishery, *etc.*

And be it further enacted and declared, That the Lord and Lords or Owner or Owners of all and every Manor and Manors through which the said intended Canal, and collateral Cuts and Reservoirs, shall be made, shall have and be entitled to the sole, several, and exclusive Right of

Fishery of and in so much of the said Canal and collateral Cuts, Reservoirs, Trenches, and Sluices, as shall be made over or through the Common or Waste Lands within his, her, or their Manor or Manors respectively; and also in, over, or through, any other Lands or Grounds lying within such Manor or Manors where such Lord or Lords, Owner or Owners, now have or hath, or are or is intitled to, the Right of Fishery in the Pits, Ponds, and Waters, now being in such last-mentioned Lands or Grounds respectively; and that the Owner or Owners of all other Lands or Grounds, through which the said Canal and collateral Cuts and Reservoirs shall be made, shall also have and be intitled to the like sole, several, and exclusive Right of Fishery of and in so much of the said Canal and collateral Cuts, Reservoirs, Trenches, and Sluices, as shall be made in, over, or through, his, her, or their Lands or Grounds respectively; so as, in the Use and Exercise of the said Right of Fishery, no Prejudice be done to the said Canal and collateral Cuts, Reservoirs, Towing-paths, Banks, or other Works and Conveniencies hereby authorised to be made, or any Water drained or exhausted from or out of the said Canal and collateral Cuts and Reservoirs; and so as the said Company of Proprietors, their Successors or Assigns, or their Agents, Servants, or Workmen, or any of them, shall not be liable to any Penalty, Action, or Prosecution, for or by Reason of the taking or destroying of any Fish in the said Canal and collateral Cuts and Reservoirs, which shall be taken, killed, or destroyed, through or by Means of the letting off the Water out of the said Canal and collateral Cuts and Reservoirs, for or upon Account of any Repairs or Works to be done in or about the same.

Care being taken not to injure Canal, Towing-paths, *etc.*

And be it further enacted, That if any Person or Persons navigating or working, or being on board, any Boat or other Vessel within the Limits of the said Navigation (not being qualified to kill Game) shall carry on board any such Boat or Vessel, and shall use any Fishing-net, Gun, Engine, or other Instrument for taking or destroying Fish or Game; or in case any other Person or Persons not qualified as aforesaid shall use any Net,

Unqualified Persons not to carry any Gun, Fishing-net, *etc.* on board any Vessel,

Fishing-rod, or other Engine or Device for taking or destroying the Fish in the said Canal or collateral Cuts and Reservoirs, such Person or Persons, being thereof lawfully convicted on the Oath of One or more credible Witness or Witnesses, before One or more of His Majesty's Justices of the Peace for the Counties of Stafford or Worcester, shall, for every such Offence, forfeit and pay the Sum of Five Pounds; and in case any Master or other Person having the Command or Care of any Boat or other Vessel, shall suffer or permit any Person or Persons, not being qualified as aforesaid, to have, carry on board, and make use of, any Fishing-net, Gun, Engine, or other Instrument for taking or destroying Fish or Game, and being thereof convicted as aforesaid, before One or more Justice or Justices of the Peace of either of the said Counties respectively, shall, for every such Offence, forfeit and pay the Sum of Five Pounds.

on Penalty of 5 *l.* for each Offence.

And, for continuing a sufficient Number of Commissioners for putting this Act in Execution, be it further enacted by the Authority aforesaid, That when any of the Commissioners herein-before appointed, or to be elected in Manner herein-after mentioned, shall die, or refuse to act, the surviving or remaining Commissioners, or any Nine or more of them, shall, and they are hereby impowered, from Time to Time, at some Meeting to be held for that Purpose, by Writing under their Hands and Seals, to elect and appoint, in the Place of every Commissioner dying or refusing to act, some other Person qualified as herein-after mentioned; and all such Commissioners so appointed shall, from the Time of their respective Appointments, have the like Authority in all Things relating to the Execution of this Act, as if they had been expressly named and appointed Commissioners in and by this Act.

When Commissioners die, or refuse to act, new Ones to be chosen.

And be it further enacted, That in case it shall happen the surviving or remaining Commissioners shall at any Time hereafter neglect or refuse, upon Vacancy, to nominate or appoint new Commissioners, or that, for Want of a proper Number of Commissioners in the Neighbourhood, it shall become difficult to procure a Meeting

Justices at Quarter Sessions impowered to nominate Commissioners in certain Cases.

or

or Meetings for executing the Powers of this Act; or in case the Commissioners nominated in this Act, or hereafter to be elected under and by virtue thereof, shall all of them happen to die, or be reduced to a less Number than Nine, that in either of the said Cases it shall and may be lawful to and for the said Company of Proprietors, from Time to Time, to make Complaint in the Premises to the Justices of the Peace of the County of Stafford, at their General Quarter Sessions to be holden in and for the said County; and the said Justices to whom such Complaint shall be made, are hereby authorised to receive and hear the said Complaint, and upon due Proof thereof being made to them, to nominate such fit and proper Persons as they in their Discretion shall think fit to be Commissioners for the Purposes of this Act; and the said Commissioners so nominated and appointed (being duly qualified as herein-after mentioned) shall from thenceforth have the like Powers and Authorities as if appointed by this Act, or under the Authority of Commissioners as aforesaid.

Qualification of Commissioners.

And be it further enacted by the Authority aforesaid, That no Person shall act as a Commissioner in any Case where he shall be any-ways interested or concerned in the Matter in Question; nor shall any Commissioner act in the Execution of this Act, unless he shall be seized in his own Right, or in the Right of his Wife, and not as a Mortgagee or Mortgagees, at the Time of such his Acting, of an Estate of Freehold or Copyhold, in Lands, Tenements, or Hereditaments, of the yearly Value of One hundred Pounds, or unless he shall be eldest Son or Heir-apparent of a Peer, or of a Person qualified to serve in Parliament as a Knight of the Shire; and if any Person, by this Act made incapable to act as a Commissioner, shall nevertheless presume to act as such in the Execution of this Act, every such Person shall, for every such Offence, forfeit the Sum of Fifty Pounds to any Person who will sue for the same, to be recovered, with full Costs of Suit, by Action at Law, in any of his Majesty's Courts of Record at Westminster, in which Action no Essoin, Protection, Privilege, or Wager of Law, or more than One Imparlance, shall be allowed; and such Per-

Any Person acting, not qualified, to forfeit 50 l.

ſon ſo proſecuted ſhall prove that he is qualified as aforeſaid, or otherwiſe pay the ſaid Sum of Fifty Pounds, without any other Proof or Evidence on the Part of the Proſecutor, than that ſuch Perſon hath acted as a Commiſſioner in the Execution of this Act.

Commiſſioners to give 14 Days Notice of their Meetings.

Provided always, and it is hereby further enacted, That no Meeting whatever of the ſaid Commiſſioners ſhall at any Time or Times be had for putting this Act in Execution, unleſs previous Notice thereof ſhall be firſt given and inſerted in the Birmingham and Worceſter News-papers, or in ſuch other Manner as the ſaid Company of Proprietors, their Succeſſors or Aſſigns, ſhall, at any General Meeting, direct or appoint, at leaſt Fourteen Days before every ſuch Meeting; and every ſuch Notice ſhall ſpecify the Time and Place of ſuch Meeting or Meetings reſpectively, and the ſeveral Matters and Things then and there propoſed to be done; and that every Meeting of the ſaid Commiſſioners, by virtue of this Act, ſhall be publick; and that the Majority of the ſaid Commiſſioners preſent at every ſuch Meeting, (ſuch Majority not being leſs than Three) ſhall have Power and Authority to execute the Powers hereby veſted in the ſaid Commiſſioners; any Thing hereinbefore contained to the contrary notwithſtanding.

Commiſſioners to be ſworn.

Provided always, That no Perſon ſhall act as a Commiſſioner in the Execution of this Act, (otherwiſe than in adminiſtering the following Oath) until he ſhall have taken and ſubſcribed the Oath following before any One or more of the ſaid Commiſſioners, who is and are hereby authoriſed and impowered to adminiſter the ſame; videlicet,

Their Oath.

I *A. B.* do ſwear, That I will, without Favour or Affection, Hatred or Malice, truly and impartially, according to the beſt of my Skill and Knowledge, execute and perform the Powers and Authorities veſted in me as a Commiſſioner, by an Act of Parliament made in the Sixteenth Year of the Reign of His Majeſty King *George* the Third, *for making and maintaining a navigable Canal from or near the Town of* Stourbridge, *in the County of* Worceſter, *to join the*

Staffordſhire *and* Worceſterſhire *Canal, at or near* Stourton, *in the County of* Stafford; *and alſo Two collateral Cuts, One from a Place called* The Fens, *upon* Penſnet-chace, *to communicate with the intended Canal near the Junction of* Wordeſley-brook *with the River* Stour; *and the other from a Place called* Black Delph, *upon the ſaid Chace, to join the firſt-mentioned collateral Cut, at or near certain Lands called* The Lays, *in the Pariſh of* Kingſwinford, *in the ſaid County of* Stafford.

Commiſſioners may act as Juſtices.

And be it further enacted, That ſuch of the ſaid Commiſſioners who are in the Commiſſion of the Peace for the Counties of Stafford or Worceſter, ſhall and may, and are hereby impowered to act as Juſtices of the Peace in the Execution of this Act, notwithſtanding their being Commiſſioners.

No Commiſſioner to act as ſuch while he poſſeſſes any Place of Profit, &c.

Provided always, That if any Perſon appointed or to be appointed a Commiſſioner by virtue of this Act, ſhall have or accept any Place of Profit ariſing out of the Rates or Dues to be collected by virtue of this Act, ſuch Perſon, from and after his Acceptance of ſuch Place of Profit, and during the Time of his holding and enjoying the ſame, or during the Time of his being a Proprietor of the ſaid Navigation, or concerned or intereſted in any Bargain or Contract made or to be made for the Purpoſes of this Act, ſhall be incapable of acting as a Commiſſioner under this Act.

Five Commiſſioners, on Requeſt of Proprietors, &c. may appoint a General Meeting of Commiſſioners.

And be it further enacted by the Authority aforeſaid, That upon Application to be made by the ſaid Proprietors, their Succeſſors and Aſſigns, or any Five or more of them, or by the Owners or Occupiers of any Grounds, Lands, Tenements, or Hereditaments, to be affected by the ſaid intended Canal and collateral Cuts, or any of the Works neceſſary or relating thereto, unto the Commiſſioners appointed by and for the Purpoſes of this Act, or any Five or more of them, requeſting or deſiring them to appoint a General Meeting of the ſaid Commiſſioners; the Commiſſioners ſo requeſted or applied to, or any Five or more of them, may and ſhall, and they are hereby reſpectively authoriſed and required, within Fourteen Days

Days after such Request or Application made, to give Notice in Manner aforesaid of a General Meeting to be held at such Time and Place as shall be specified in such Notice; such Time not being less than Fourteen Days, nor more than Twenty-one Days, from the Day on which such Request shall be made to them as aforesaid; and the said Commissioners are hereby authorised and required to assemble at the Time and Place so to be appointed, in order to put this present Act, and the Powers and Authorities hereby given to and vested in them, in Execution, and shall then adjourn themselves, and afterwards meet at such Time and Place as the said Commissioners there assembled, or any Five or more of them, shall think proper and convenient; and if it shall happen that there shall not appear at any such Meeting a sufficient Number of Commissioners to act, and to adjourn to any other Time, then, and in such Case, the Clerk to the said Commissioners shall and may, by publick Notice to be given in Manner aforesaid, appoint the said Commissioners to meet at the Place where the last Meeting of the said Commissioners was appointed to be held, on that Day Fortnight next after the Day on which the last Meeting was appointed to be held.

Power to hold special Meetings for ascertaining Damages.

Provided always, and be it further enacted, That it shall and may be lawful for any Five or more of the said Commissioners, and they are hereby impowered, although they shall not be assembled at a Meeting to be held by virtue of this Act, from Time to Time, and at all Times, upon such Request made as aforesaid, by Notice in Writing signed by them, and published in Manner aforesaid, to summon a Meeting of the said Commissioners at such Time and Place as shall be mentioned in such Notices, for the settling and ascertaining such Damages as are herein directed to be settled and ascertained, notwithstanding any Adjournment or Nonadjournment of the said Commissioners.

No Meeting to be held, but within Two Miles of the Canal, &c.

And be it further enacted, That every Meeting of the Commissioners for hearing or determining any Complaint, Controversy, Dispute, or Difference, between the said Proprietors, their Successors and Assigns, and any other

other Person or Persons, shall be held at some Place within Two Miles of some Part of the said Canal or collateral Cuts; and that no Order or Determination shall be made unless the Majority of the Commissioners present at such Meeting shall concur therein, such Majority not being less than the respective Numbers hereby authorised to make such Orders or Determinations.

The Right, &c. to Lands, in case Navigation not completed, &c. to be reconveyed to original Owners.

And be it further enacted by the Authority aforesaid, That if the said Company of Proprietors, their Successors or Assigns, shall be in Possession of any Lands or Grounds by virtue of this Act, for the Space of Ten Years, without making the said intended Navigation through the same, or if the said Navigation shall be made and completed, and afterwards discontinued or disused for the Space of Five Years, then, and in either of the said Cases, the said Company of Proprietors, their Successors or Assigns, shall convey all their Right, Property, and Interest, in or to such Lands or Grounds respectively, unto the several Persons or Bodies Politick, Corporate, or Collegiate, or their Heirs, Successors, or Assigns, who were the Owners or Proprietors thereof immediately before the said Company of Proprietors, their Successors, or Assigns, became seised of the same, in case they or any of them shall think fit to become Purchasers thereof, and to pay such valuable Consideration for the said Lands or Grounds to the said Company of Proprietors, their Successors, or Assigns, as the said Commissioners, or any Five or more of them, shall adjudge reasonable; and in case any Difference shall happen in ascertaining thereof by the said Commissioners, then as a Jury, to be impannelled in the Manner hereinbefore directed, shall ascertain or award to be paid for the same; but no such Consideration, to be ascertained by such Commissioners, or to be awarded by such Jury as aforesaid, shall exceed the Sum or Sums of Money first paid by the said Company of Proprietors, their Successors, or Assigns, for the Purchase of such Lands or Grounds; and in case the said Company of Proprietors, their Successors or Assigns, upon the Payment or Tender of such Consideration as aforesaid, shall refuse or

In case of Dispute, Jury to award the Consideration-money, &c.

neglect to convey the Lands or Grounds as aforesaid, then, and in such Case, such Lands or Grounds shall revert to and be from thenceforth vested in the said several and respective Person or Persons, Bodies Politick, Corporate, or Collegiate, their Heirs, Successors, or Assigns; and in case an annual Rent shall have been paid for the said Lands or Grounds, then such Rent shall cease and determine, and such Sum or Sums of Money shall be paid for the Damages done to the said Lands or Grounds by the said Company of Proprietors, their Successors or Assigns, to the Person or Persons, Bodies Politick, Corporate, or Collegiate, or their Heirs, Successors, or Assigns, to whom such Lands or Grounds shall be reconveyed or revert as aforesaid, as the said Commissioners or Jury respectively shall ascertain or award; such Sum or Sums of Money, in Default of Payment at the Time to be fixed by such Commissioners or Jury respectively, to be recovered in such Manner as any other Damages are to be recovered from the said Company of Proprietors by virtue of this Act.

Subscribers who neglect to pay their Subscriptions, may be compelled, &c.

And be it further enacted, That the several and respective Persons who have subscribed, or shall subscribe, to advance any Money for and towards making and maintaining the said Canal and collateral Cuts, shall, and they are hereby required to pay the Sum or Sums of Money by them respectively subscribed, or such Parts or Proportions thereof as shall from Time to Time be called for by the said Company of Proprietors, their Successors or Assigns, or the said Committee, under and by virtue of the Powers and Directions of this Act; and in case such Person or Persons shall neglect or refuse to pay the Monies by him, her, or them subscribed, or the Parts or Proportions thereof so called for, at the Time and in Manner required for that Purpose, it shall and may be lawful, to and for the said Company of Proprietors, their Successors and Assigns, to sue for and recover the same in any Court of Law or Equity.

Expences of this Act how to be paid.

And be it further enacted by the Authority aforesaid, That the Costs and Charges of obtaining and passing this Act, and of making the Surveys, Plans, and Esti-

mates, incident thereto, and all other Costs, Charges, and Expences, concerning the same, shall be borne, paid, and defrayed, by the said Company of Proprietors, their Successors or Assigns, by and out of the first Monies to be called for and received by virtue of this Act.

Penalties and Forfeitures how to be recovered and applied.

And be it further enacted, That all Fines, Penalties, and Forfeitures, for Offences against this Act, or against any Rule, Order, or Bye-law to be made in pursuance thereof, the levying and recovering of which are not herein-before particularly directed, shall be levied by Warrant under the Hand and Seal or Hands and Seals of One or more Justice or Justices of the Peace of the said Counties of Worcester or Stafford, upon the Oath of One or more credible Witness or Witnesses, (which Oath such Justice or Justices is and are hereby authorised and required to administer); and all such respective Fines, Penalties, and Forfeitures, the Application whereof is not herein-before particularly directed, shall be paid into the Hands of the Treasurer or Receiver of the Monies to be raised by virtue of this Act, and shall be applied and disposed of for the Use of the said Navigation, and to or for no other Use or Purpose whatsoever.

Writings to be without Stamps.

And be it further enacted by the Authority aforesaid, That no Summons, Order, Determination, Judgement, Warrant, Contract, Agreement, Bond, or other Writing whatsoever, under the Hands and Seals of any Justices of the Peace, or of the said Commissioners, or any of them, or any other Person or Persons whatsoever, or any Transfer of any Share or Shares, Appointment of Proxy, Mortgage or Assignment, or other Writing whatsoever, made in pursuance of the Powers given in and by this Act, shall be charged or chargeable with any Stamp-duty whatsoever; and that no Proceedings 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 His Majesty's Courts of Record at Westminster; any Law or Statute to the contrary notwithstanding.

Proceedings not to be quashed for want of Form, &c.

Distress not to be deemed unlawful for want of Form.

And be it further enacted by the Authority aforesaid, That where any Distress shall be made for any Sum or Sums

Sums of Money to be levied by virtue of this Act, the Diſtreſs itſelf ſhall not be deemed unlawful, nor the Party or Parties making the ſame be deemed a Treſpaſſer or Treſpaſſers, 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 or Parties diſtraining be deemed a Treſpaſſer or Treſpaſſers ab initio on Account of any Irregularity which ſhall be afterwards committed by the Party or Parties diſtraining; but the Perſon or Perſons aggrieved by ſuch Irregularity, ſhall and may recover full Satisfaction for the ſpecial Damage in an Action upon the Caſe.

Perſons aggrieved may appeal to the Seſſions.

Provided always, That if any Perſon or Perſons ſhall think himſelf, herſelf, or themſelves aggrieved by any Thing done in purſuance of this Act, every ſuch Perſon or Perſons may, within Six Calendar Months, appeal to the Juſtices of the Peace at the General Quarter Seſſions to be held in and for the County in which the Cauſe of Appeal ſhall ariſe, and not elſewhere; and the ſaid Juſtices in their ſaid Quarter Seſſions ſhall, in a ſummary Way, either hear and determine the ſaid Complaint, or, if they think proper, may adjourn the Hearing thereof to the next General or Quarter Seſſions of the Peace to be held for the ſaid County, and then hear and determine the ſame, and, if they ſee Cauſe, may mitigate any Fine, Penalty, or Forfeiture, in ſuch Manner as they ſhall think proper, and award ſuch Coſts to either of the Parties as they ſhall judge reaſonable.

Limitation of Actions.

And be it further enacted by the Authority aforeſaid, That if any Suit or Information ſhall be brought or commenced againſt any Perſon or Perſons for any Thing done or to be done in purſuance of this Act, or in the Execution of the Powers and Authorities, or the Orders and Directions, herein-before given or granted, every ſuch Suit or Information ſhall be brought or commenced within Six Calendar Months next after the Fact committed; or in caſe there ſhall be a Continuation of Damages, then within Six Calendar Months next after the doing or committing ſuch Damages

mages shall cease, and not afterwards, and shall be laid and brought in the County where the Matters in Dispute shall arise, and not elsewhere; and the Defendant or Defendants in such Action or Suit shall and may plead
General Issue. the General Issue, and give this Act and the Special Matter in Evidence at any Trial to be had thereon, and that the same was done in pursuance and by the Authority of this Act: And if it shall appear to have been so done, or if any Action, Suit, or Information, shall be brought after the Time before limited for bringing the same, or shall be brought in any other County or Place than as aforesaid, then, and in such Case, the Jury shall find for the Defendant or Defendants; or if the Plaintiff or Plaintiffs shall become nonsuit, or suffer a Discontinuance of his, her, or their Action, Suit, or Information, after the Defendant or Defendants shall have appeared, or if a Verdict shall pass against the Plaintiff or Plaintiffs, or if, upon Demurrer or otherwise, Judgement shall be given against the Plaintiff or Plaintiffs, the Defendant or Defendants
Double Costs. shall have Double Costs, and shall have such Remedy for the same as any Defendant or Defendants hath or have for Costs of Suit in other Cases by Law.

Publick Act. And be it further enacted by the Authority aforesaid, That this Act shall be allowed in all Courts whatsoever as a Publick Act; and all Judges, Justices, and other Persons, are hereby required to take Notice thereof as such, without specially pleading the same.

FINIS.