CHAPTER lxx.

An Act to empower the lord mayor aldermen and citizens of the city of Birmingham to construct works for the improvement of the rivers Rea and Tame and for other purposes. [10th May 1929.] A.D. 1929.

WHEREAS serious flooding is caused in parts of the city of Birmingham by the overflow of the rivers Rea and Tame and their tributaries and in order to prevent such flooding it is expedient to empower the lord mayor aldermen and citizens of the said city to construct the river improvement works and other works mentioned in this Act:

And whereas the construction of the river works authorised by this Act will benefit the lands adjoining the same and in proximity thereto and it is expedient to authorise the imposition of an improvement charge on such lands:

And whereas it is expedient that the other provisions contained in this Act be enacted:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

And whereas estimates have been prepared by the Corporation for the purposes hereinafter mentioned and such estimates are as follows:

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The purchase of lands for and the execution of the works authorised by this Act - - - -	1,900,000

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And whereas the several works included in such estimates respectively are permanent works and it is expedient that the cost thereof should be spread over a term of years:

And whereas in relation to the promotion of the Bill for this Act the requirements of the Borough Funds Acts 1872 and 1903 have been observed:

And whereas plans and sections showing the lines and levels of the works authorised by this Act and a book of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerks of the peace for the city and for the county of Warwick respectively and are in this Act respectively referred to as the deposited plans sections and book of reference:

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 as follows (that is to say):—

PRELIMINARY.

Short title.

1. This Act may be cited as the Birmingham Corporation (Rivers Improvement) Act 1929.

Incorporation of Acts.

2. The following Acts and parts of Acts (so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act (namely):—

(1) The Lands Clauses Acts with the following exception and modification:—

(*a*) Section 127 of the Lands Clauses Consolidation Act 1845 is not incorporated with this Act;

(*b*) The bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the corporate seal of the Corporation and shall be sufficient without the addition of the sureties mentioned in that section;

(2) The clauses and provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof and in the construction of those provisions "the railway" shall mean the works authorised by this Act.

Interpretation.

3.—(1) In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith or by the Public Health Acts 1875 to 1925 have the same respective meanings unless there be something in the subject or context repugnant to such construction.

(2) In this Act unless the subject or context otherwise requires—

(*a*) "The Corporation" means the lord mayor aldermen and citizens of the city of Birmingham;

(*b*) "The city" means the city of Birmingham;

(*c*) "The town clerk" means the town clerk of the city and includes any person duly authorised to discharge temporarily the duties of that office;

(*d*) "The general rate fund" means the general rate fund of the city;

(*e*) "The rivers" means the rivers Rea and Tame and the natural and artificial tributaries thereof;

(*f*) "The Lands Clauses Acts" means the Lands Clauses Acts as amended by the Acquisition of Land (Assessment of Compensation) Act 1919;

(*g*) "The tribunal" means the tribunal or other authority to whom any question of disputed purchase money or compensation under this Act is referred in pursuance of the Acquisition of Land (Assessment of Compensation) Act 1919;

(*h*) "Telegraphic line" has the same meaning as in the Telegraph Act 1878.

LANDS.

Power to take lands.

4. Subject to the provisions of this Act the Corporation may enter upon take appropriate and use all or any of the lands shown on the deposited plans and described in the deposited book of reference which they may require for the purposes of the works authorised by this Act or for other the purposes of this Act.

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Benefits to be set off against compensation.

5. In estimating the amount of compensation or purchase-money to be paid by the Corporation in respect of the acquisition under this Act of any part of the lands of any person or any easement or right in such lands the enhancement in value of the adjoining lands of such person not so acquired or of any other lands of such person which are continuous with such adjoining lands or of any lands in which only an easement or right is acquired arising out of the execution of the works authorised by this Act shall be fairly estimated and shall be set off against the said compensation or purchase-money.

Appropriation of certain lands.

6. So much of the recreation grounds known as Daffodil Park Cannon Hill Park Calthorpe Park and Kings Norton Playing Field all in the city as is shown on the deposited plans may be appropriated and used for the purposes of this Act notwithstanding the provisions contained in any conveyance or other instrument relating thereto.

Acquisition of easements only.

7. Instead of acquiring any lands for the purposes of this Act the Corporation may acquire such easements or rights only in any such lands as they may require for such purposes and may give notice to treat in respect of such easements or rights describing the nature thereof and the easements or rights which the Corporation require for or incidental to the said purposes and the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements or rights as fully as if the same were lands within the meaning of those Acts.

Period for compulsory purchase of lands.

8. The powers of the Corporation for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of five years from the thirty-first day of October nineteen hundred and twenty-nine.

Power to enter upon property for survey and valuation.

9. The Corporation and their surveyors officers and workmen and any person duly authorised in writing under the hand of the town clerk may at all reasonable times upon giving in the first instance twenty-four hours' and subsequently twelve hours' previous notice in writing enter upon and into the lands and buildings by this Act authorised to be taken and used or any of them for the purpose of surveying and valuing the said lands

and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands and buildings.

Power to reinstate owners of property.

10. The Corporation may enter into and carry into effect agreements with the owners of or other persons interested in any lands which may be acquired under the provisions of this Act or which may be in the neighbourhood of any of the works authorised by this Act with respect to the reinstatement of such owners or other persons and with respect to the exchange of lands for that purpose and the Corporation may pay or receive money for equality of exchange.

Extinction of private rights of way.

11.—(1) All private rights of way over any lands which the Corporation are authorised by this Act to acquire compulsorily shall be extinguished as from the date of the acquisition of such lands by the Corporation if the Corporation shall by resolution so determine and give notice in writing of such their resolution to the owner of any right of way referred to therein.

(2) Provided that the Corporation shall make compensation to all persons interested in respect of any rights extinguished under the provisions of this section and such compensation shall be settled in manner provided by law with reference to the taking of lands otherwise than by agreement.

WORKS.

Power to Corporation to execute works.

12. The Corporation may subject to the provisions of this Act and in the lines and situations and within the limits of deviation shown on the deposited plans and according to the levels shown on the deposited sections execute make and maintain the works hereinafter described together with all necessary works and conveniences connected therewith (namely) :—

River Work No. 1 In the city a widening deepening and straightening of the river Rea from Longbridge Lane to Pershore Road South and the construction of a bye-pass culvert as a relief to the existing river course from Bristol Road South to Longbridge Lane;

River Work No. 2 In the city a widening deepening and straightening of the river Rea between Pershore Road South and Balsall Heath Road;

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River Work No. 3 In the city a widening and deepening of the river Rea between Balsall Heath Road and a point 1 furlong 6 chains north-east of Duddeston Mill Road;

River Work No. 4 In the city a widening and reconstruction of the bye-pass relief from the existing weir on the river Rea situate at a point 300 yards south-west of the bridge carrying Aston Church Road over the river to the existing bye-pass culvert 230 yards east of the same bridge;

River Work No. 5 In the city a widening and deepening of the river Rea from a point 250 yards north-east of the last mentioned bridge to its junction with the river Tame;

River Work No. 6 In the city and in the parishes of Castle Bromwich and Minworth in the rural district of Meriden a widening deepening and partial diversion of the river Tame from its junction with the river Rea to a point 4 furlongs 9·8 chains east of Chester Road;

River Work No. 7 In the said parishes of Minworth and Castle Bromwich a widening and regrading of the river Tame between the bridge over that river carrying the road to Parkhall Farm and the bridge carrying the London Midland and Scottish Railway over that river situate 1 furlong 1 chain north-east of the first mentioned bridge;

River Work No. 8 In the parishes of Curdworth Water Orton Coleshill Shustoke and Lea Marston in the rural district of Meriden a widening deepening and partial diversion of the river Tame from a point 1 furlong ·05 chain east of Curdworth Bridge to the railway bridge 1 furlong 4·5 chains east of Sweetmoor Bridge;

River Work No. 9 In the city a widening straightening and deepening of the river Bourn from Pershore Road Bridge to its junction with the river Rea;

Sewer Work No. 1 In the city a reconstruction of the Rea Valley main sewer between a point 5·1 chains east of Pershore Road opposite Sir Harry's Road and Lawley Street;

Sewer Work No. 2 In the city an intercepting sewer between Gooch Street and Cheapside;

Sewer Work No. 3 In the city a reconstruction of the existing foul water sewer in Macdonald Street from a junction with Sewer Work No. 1 in Rea Street South to the eastern side of the river Rea;

Sewer Work No. 4 In the city a reconstruction of the existing foul water sewer in Cheapside from a junction with Sewer Work No. 2 in Birchall Street to a junction with Sewer Work No. 1 in Rea Street;

Sewer Work No. 5 In the city a storm water overflow culvert in Cheapside between Birchall Street and the river Rea;

Sewer Work No. 6 In the city a reconstruction of the existing foul water sewer in High Street Deritend from a junction with Sewer Work No. 1 in Milk Street to Stoneyard;

Sewer Work No. 7 In the city a storm water overflow culvert in Edward Road between the river Rea and Hallam Street;

Sewer Work No. 8 In the city a reconstruction of the existing foul water sewer in Lower Fazeley Street from a junction with Sewer Work No. 1 in Barn Street to the east side of the river Rea;

Sewer Work No. 9 In the city a reconstruction of the existing foul water sewer in Lawley Street from a point 0·7 chain west of the centre line of Montague Street and the London Midland and Scottish Railway viaduct;

Sewer Work No. 10 In the city a storm overflow culvert in Lawley Street between the river Rea and the London Midland and Scottish Railway viaduct;

Sewer Work No. 11 In the city a rider sewer under and along the river Rea from a point 1·1 chain north-east of the Warwick and Birmingham Canal Aqueduct to a junction with Sewer Work No. 1 in Montague Street.

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Power to deviate in construction of works.

13. The Corporation in constructing the works authorised by this Act may deviate to any extent not exceeding the limits of deviation shown on the deposited plans and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet either upwards or downwards.

Subsidiary powers.

14.—(1) Subject to the provisions of this Act and within the limits of deviation shown on the deposited plans the Corporation in connection with the works authorised by this Act and for the purposes thereof may—

(*a*) make the diversions and alterations of streets bridges and footpaths and the new streets bridges and footpaths shown on the deposited plans and make junctions and communications with any existing streets bridges and footpaths;

(*b*) make and maintain all necessary and convenient walls embankments fences culverts drains intakes watercourses weirs sluices wharves railways tramways gantries ropeways roads bridges footpaths and all such machinery works and appliances as may be required;

(*c*) raise widen lengthen alter and reconstruct the bridges over the rivers together with the approaches thereto and strengthen underpin and deepen the piers arches and other supports and the foundations thereof without acquiring the said bridges or any interest therein;

(*d*) stop up and discontinue so much of the rivers as will be rendered unnecessary by reason of the execution of the works authorised by this Act and deposit on the beds thereof spoil or other material excavated in the construction of those works;

(*e*) stop up and appropriate the site and soil of so much of any streets as shall be rendered unnecessary by the exercise of the powers of this Act;

(*f*) execute any works for the protection of any adjoining lands or buildings;

(*g*) remove alter divert or stop up any drain sewer channel or watercourse the Corporation providing a proper substitute before interrupting the flow of sewage in any drain or sewer or water in any channel or watercourse; and

(*h*) alter the mains pipes wires and other works for the purpose of conveying water gas or electricity to any house or other place.

(2) In the exercise of the powers conferred by this section the Corporation shall cause as little detriment and inconvenience to any person as circumstances admit and shall make reasonable compensation for any damage caused to any person by the exercise of such powers.

(3) Within the limits of deviation shown on the deposited plans the Corporation may raise sink or otherwise alter the position of any of the steps areas cellars windows and pipes or spouts belonging to any house or building and may remove all other obstructions so that the same be done with as little delay and inconvenience to the inhabitants as the circumstances of the case will admit and shall make reasonable compensation for any damage caused by the exercise of the powers of this subsection.

(4) The Corporation shall not alter or remove any telegraphic line belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the Telegraph Act 1878.

(5) Nothing in this section shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electricity (Supply) Acts 1882 to 1928 to which the provisions of section 15 of the Electric Lighting Act 1882 apply except in accordance with and subject to the provisions of that section.

Further powers as to river works.

15.—(1) The Corporation may enter upon the beds of the rivers for the purpose of executing the works authorised by this Act without acquiring the same or any interest therein.

(2) Nothing contained in this Act shall prejudice or affect the rights and powers of the Corporation under section 15 of the Birmingham Corporation (Consolidation) Act 1883 as amended by the Birmingham Corporation Act 1914 (which relate to the improvement of rivers streams brooks and watercourses) and the Corporation may if they think fit exercise those rights and powers for the purpose of executing the works authorised by this Act so far as they relate to the widening deepening and improvement of rivers and the removal of obstructions and impediments therein.

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(3) The provisions referred to in subsection (2) of this section shall extend and apply to that part of the river Tame outside the city the widening deepening and improvement of which are authorised by this Act.

Public Health Acts to apply to sewer works.

16. For the purposes of the construction and maintenance of the sewer works authorised by this Act the Corporation may exercise the powers of section 16 of the Public Health Act 1875 and when exercising those powers they shall be subject to the provisions of the Public Health Acts 1875 to 1925 as if the works were constructed under the provisions of those Acts.

Under-pinning of houses near works.

17. And whereas in order to avoid in the execution and maintenance of works authorised by this Act injury to the houses and buildings within one hundred feet of those works it may be necessary to underpin or otherwise strengthen the same Therefore the Corporation at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as hereinafter provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :—

(1) At least ten days' notice shall unless in case of emergency be given by the Corporation to the owners lessees and occupiers or to the Corporation by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :

(2) If any owner lessee or occupier of any such house or building or the Corporation (as the case may require) shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes or dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer (in this section referred to as "the referee") to be agreed upon or in case of difference appointed at the instance of either party by the Minister of Transport and the Arbitration Act 1889 shall apply to the reference :

(3) The referee shall forthwith upon the application of either party proceed to inspect such house

or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by the Corporation or such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Corporation may and shall proceed forthwith so to underpin or strengthen the said house or building:

(4) The Corporation shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this section:

(5) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Corporation such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Corporation then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Corporation shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof.

For the purposes of this section a county bridge shall be deemed to be a building and the county council in whom the bridge is vested shall be deemed to be the owners thereof.

Maintenance of highways.

18. Any streets bridges and footpaths constructed by the Corporation under the powers of this Act in substitution for other streets bridges and footpaths shall be maintained by and at the cost of the authority or person by whom the streets bridges and footpaths for which they are respectively substituted would be repairable and the Corporation and any such authority or

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person may enter into and carry into effect agreements with respect to the making and maintenance of such streets bridges and footpaths.

IMPROVEMENT CHARGE.

Improvement charge.

19.—(1) Upon the completion of all or any of the river works authorised by this Act the Corporation may give notice to the owner of any land which is situate within the limits of deviation shown on the deposited plans that in their opinion such land should be subject to a charge (in this Act called "the improvement charge") equivalent so far as can be ascertained to the amount by which the value of the land is enhanced by reason of the exercise of the powers of this Act:

Provided that in estimating for the purposes of this section the amount by which the value of the land is enhanced there shall not be included the amount of any set off in respect of enhancement of value of the same land made pursuant to the section of this Act whereof the marginal note is "Benefits to be set off against compensation."

(2) In any notice served under subsection (1) of this section the land in respect of which it is served and the amount of the improvement charge proposed by the Corporation shall be indicated and every such notice shall be accompanied by a copy of this section.

(3) Within one month after the service of a notice under subsection (1) of this section the owner of the land in respect of which it was served may give a counter-notice to the Corporation that he objects to the improvement charge on one or both of the following grounds:—

(*a*) That the value of the land is not enhanced by reason of the exercise of the powers of this Act;

(*b*) That the amount of the improvement charge proposed by the Corporation exceeds the amount by which the value of the land is enhanced as aforesaid;

and if he objects on the ground mentioned in paragraph (*b*) he shall in the counter-notice state the amount by which in his opinion the value of the land is enhanced as aforesaid.

(4) If a counter-notice shall be served under subsection (3) of this section the question whether the land should be subject to an improvement charge and if so the amount thereof shall unless otherwise agreed be determined by arbitration and the provisions of the Acquisition of Land (Assessment of Compensation) Act 1919 shall with any necessary modifications apply to such arbitration.

(5) The land shall by virtue of this Act be subject to an improvement charge as follows:—

(*a*) If no counter notice is served under subsection (3) of this section the land referred to in the notice served under subsection (1) thereof shall at the expiration of three months from the service of such notice be subject to an improvement charge of the amount named in that notice;

(*b*) If a counter-notice is served under subsection (3) of this section and it is determined by agreement or arbitration that any land shall be subject to an improvement charge such land shall at the expiration of three months from the date of the determination thereof be subject to an improvement charge of the amount so determined.

(6) The improvement charge shall be paid by the owner of the land upon which it is imposed and shall be recoverable by the Corporation as private improvement expenses and the provisions of the Birmingham Corporation (Consolidation) Act 1883 relating to private improvement expenses shall apply accordingly.

(7) The Corporation shall apply every capital sum received by them under the provisions of this section in the extinguishment of loans raised by them under this Act.

PROTECTIVE PROVISIONS.

Confirmation of agreement with Warwickshire County Council.

20. The agreement dated the ninth day of March nineteen hundred and twenty-nine and made between the Corporation of the one part and the council of the administrative county of Warwick of the other part a copy of which is set forth in the First Schedule hereto is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly.

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Confirmation of agreement with Staffordshire County Council.

21. The agreement dated the ninth day of March nineteen hundred and twenty-nine and made between the Corporation of the one part and the council of the administrative county of Stafford of the other part a copy of which is set forth in the Second Schedule hereto is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly.

For protection of Joseph Ash and Son Limited.

22. Notwithstanding anything contained in this Act or shown on the deposited plans and unless otherwise agreed in writing between the Corporation and Joseph Ash and Son Limited (in this section referred to as "the company") the Corporation shall not enter upon take and use any lands belonging to the company on the ninth day of March nineteen hundred and twenty-nine except upon the terms and subject to the provisions of an agreement bearing that date and made between the Corporation of the one part and the company of the other part.

For protection of Austin Motor Company Limited.

23. Notwithstanding anything contained in this Act or shown on the deposited plans and unless otherwise agreed in writing between the Corporation and the Austin Motor Company Limited (in this section referred to as "the company") the Corporation shall not enter upon take appropriate or use any lands belonging to the company on the twelfth day of April nineteen hundred and twenty-nine except upon the terms and subject to the provisions of an agreement bearing that date and made between the Corporation of the one part and the company of the other part.

For protection of Capon Heaton and Company Limited.

24. Notwithstanding anything contained in this Act or shown on the deposited plans and unless otherwise agreed in writing between the Corporation and Capon Heaton and Company Limited their successors or assigns or the proprietors for the time being of the Hazelwell Mills (in this section referred to as "the company") the Corporation shall not enter upon take and use any lands belonging to the company on the ninth day of March nineteen hundred and twenty-nine nor execute River Work No. 2 except upon the terms and subject to the provisions of an agreement bearing that date and made between the Corporation of the one part and Capon Heaton and Company Limited of the other part.

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For protection of Fisher and Ludlow (1920) Limited.

25. Notwithstanding anything contained in this Act or shown on the deposited plans and unless otherwise agreed in writing between the Corporation and Fisher and Ludlow (1920) Limited (in this section referred to as "the company") the Corporation shall not enter upon take and use any lands belonging to the company on the ninth day of March nineteen hundred and twenty-nine except upon the terms and subject to the provisions of an agreement bearing that date and made between the Corporation of the one part and the company of the other part.

For protection of Mitchell and Butlers Limited.

26. Notwithstanding anything contained in this Act or shown on the deposited plans and unless otherwise agreed in writing between the Corporation and Mitchell and Butlers Limited (in this section referred to as "the company") the Corporation shall not enter upon take and use any lands belonging to the company on the ninth day of March nineteen hundred and twenty-nine except upon the terms and subject to the provisions of an agreement bearing that date and made between the Corporation of the one part and the company of the other part.

For protection of Morland and Impey Limited.

27. Notwithstanding anything contained in this Act or shown on the deposited plans and unless otherwise agreed in writing between the Corporation and Morland and Impey Limited (in this section referred to as "the company") the Corporation shall not enter upon take and use any lands belonging to the company on the twenty-fifth day of March nineteen hundred and twenty-nine except upon the terms and subject to the provisions of an agreement bearing that date and made between the Corporation of the one part and the company of the other part.

For protection of Ephraim Phillips Limited.

28. Notwithstanding anything contained in this Act or shown on the deposited plans and unless otherwise agreed in writing between the Corporation and Ephraim Phillips Limited (in this section referred to as "the company") the Corporation shall not enter upon take and use any lands belonging to the company on the ninth day of March nineteen hundred and twenty-nine nor execute River Work No. 3 except upon the terms and subject to the provisions of an agreement bearing that date and made between the Corporation of the one part and the company of the other part.

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For protection of Abel Rollason and Sons Limited.

29. Notwithstanding anything contained in this Act or shown on the deposited plans and unless otherwise agreed in writing between the Corporation and Abel Rollason and Sons Limited (in this section referred to as "the company") the Corporation shall not enter upon take and use any lands belonging to the company on the ninth day of March nineteen hundred and twenty-nine nor execute River Work No. 6 except upon the terms and subject to the provisions of an agreement already executed and bearing that date and made between the Corporation of the one part and the company of the other part.

For protection of Bromford Tube Company Limited.

30. Notwithstanding anything contained in this Act or shown on the deposited plans and unless otherwise agreed in writing between the Corporation and the Bromford Tube Company Limited (in this section referred to as "the company") the Corporation shall not enter upon take and use any lands belonging to the company on the ninth day of April nineteen hundred and twenty-nine nor execute River Work No. 6 except upon the terms and subject to the provisions of an agreement bearing that date and made between the Corporation of the one part and the company of the other part.

For protection of Charles Clifford and Son Limited.

31. Notwithstanding anything in this Act contained the following provisions shall have effect for the protection of Charles Clifford and Son Limited their successors and assigns or other the owners for the time being of the lands and premises known as Dogpool Mills in Dogpool Lane Stirchley (in this section referred to as "the owners") unless otherwise agreed in writing between the Corporation and the owners (that is to say):—

(1) In this section the expression "the signed plan" means a plan which has been agreed upon between the Corporation and the owners and has been signed for purposes of identification by Francis Cecil Minshull on behalf of the Corporation and by Charles Heaton Barwell on behalf of the owners:

(2) The Corporation shall not (save for the purpose of executing any work of underpinning or strengthening in pursuance of the provisions of this Act in that behalf) enter upon take acquire appropriate occupy or use either permanently

or temporarily at all or acquire any easement over any part of the lands and premises of the owners except any such part thereof as is coloured red green or yellow on the signed plan The owners do not guarantee any title to the part coloured yellow :

(3) The Corporation shall not permanently take acquire or appropriate any part of the lands and premises of the owners coloured green on the signed plan and shall not enter upon occupy or use the same otherwise than temporarily (and then only so far as the same shall remain unbuilt upon) for the purpose of affording working space during the actual progress of such part of the works by this Act authorised as is to be executed immediately opposite the said Dogpool Mills The said land shall be temporarily fenced by the Corporation :

(4) The Corporation shall not execute any works by this Act authorised or exercise any powers under this Act or the Acts incorporated therewith so as to alter interfere with or affect in any way the weir mill race and other works by means of which water flows or is conveyed from the river Bourn to the said Dogpool Mills or the access of water from the river Bourn to the said weir and mill race or the level of the water in the said river at the point of such access unless they shall first have constructed and provided at their own expense to the satisfaction of the owners other works by means of which such portion as the owners shall from time to time require up to the whole of the water of the river Bourn shall be permitted and enabled at all times to flow into the said mill race so as to afford a supply no less favourable in all respects to the owners than the supply hitherto obtainable by the owners from the said river by means of their weir and other works The owners shall have access to the altered works on the river Bourn to control from time to time as may be required the proportion of the flow of water to be taken by them from that river :

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(5) If in the exercise of the powers of this Act the Corporation shall execute any works which will have the effect of preventing or interfering with the flow of water from the river Rea through the sluices and along the mill race of the owners to the said Dogpool Mills the owners shall not claim or be entitled to receive any compensation in money from the Corporation under this Act or the Acts incorporated therewith in respect of such prevention or interference but in lieu thereof the following provisions shall apply (namely) :—

(*a*) The Corporation shall maintain from time to time at their own cost a supply of water to the amount of the owners' reasonable requirements not exceeding a maximum of five hundred gallons per minute and so that the water will flow into the existing mill pond of the owners and rise in the said mill pond to a level of at least 398·28 feet above Ordnance datum the said water to be supplied after forty eight hours' previous notice in writing from the owners to the Corporation when the owners require the same for the purpose of supplementing their supply to Dogpool Mills aforesaid from the river Bourn;

(*b*) After the Corporation shall have executed any works which will have the effect of preventing or interfering with the flow of water from the river Rea through the sluices and mill race of the owners as aforesaid the owners shall be at liberty if they think fit at any time and from time to time to draw water from that river by intake pipes at any point or points where the river runs along the boundary of the land and premises of the owners and to use at the said Dogpool Mills the water so drawn returning not less than an equal quantity to the said river after use but not infringing the provisions of any statute relating to rivers pollution but shall not otherwise be at liberty to construct any cuts

channels weirs sluices or other works for the purposes of diverting the waters of the river Rea into the said mill race;

(*c*) The owners shall be at liberty to discharge into the river Rea through all or any of their existing tail races as they may think fit any water taken from the river Bourn or received from the Corporation or drawn by intake pipe from the river Rea in pursuance of this section but not infringing the provisions of any statute relating to rivers pollution:

(6) If by reason or in consequence of the execution of any works or the exercise of any powers by the Corporation under this Act (whether or not any underpinning or strengthening shall have been carried out on the requisition of either the Corporation or the owners or any other party) any injury or damage or loss of profit or other loss shall be caused to the owners full compensation shall except so far as is otherwise expressly in this section provided be paid by the Corporation to the owners for such injury damage or loss and the amount of such compensation shall in default of agreement be ascertained in manner provided by the Lands Clauses Acts:

(7) The provisions of the agreement dated the twenty-eighth day of April nineteen hundred and twenty-six and made between the Corporation of the one part and Charles Clifford and Son Limited of the other part shall so far as they are not inconsistent with the provisions of this section remain in full force and effect:

(8) If any difference shall arise between the Corporation and the owners with respect to the meaning or effect of anything in this section contained or with respect to anything to be done or not to be done under this section such difference shall except as otherwise expressly in this section provided be referred to an arbitrator to be agreed upon by the Corporation and the owners or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either the

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Corporation or the owners and save as aforesaid the provisions of the Arbitration Act 1889 or any statutory modification thereof for the time being in force shall apply to the reference.

For protection of County Chemical Company Limited.

32. Notwithstanding anything in this Act contained the following provisions shall have effect for the protection of the County Chemical Company Limited their successors and assigns (in this section referred to as "the company") unless otherwise agreed in writing between the Corporation and the company (that is to say):—

(1) The Corporation shall not (save for the purpose of executing any work of underpinning or strengthening in pursuance of the provisions of this Act in that behalf) enter upon take acquire appropriate occupy or use either permanently or temporarily or acquire any easement over any part of the lands and premises in Bradford Street adjoining the river Rea of which the company are lessees (which lands and premises are in this section referred to as "the leasehold property") except any part thereof comprised within the bed of the said river:

(2) The Corporation shall not make construct or erect any building or erection other than such underground works as may be required for continuing the supply of water to premises in Birchall Street on any part of the piece of land which is situate immediately adjoining and to the south or south west of the leasehold property and over which the company are entitled under their lease to the benefit of a covenant prohibiting the lessor from erecting or suffering to be erected thereon any building or erection:

(3) The Corporation in exercising the powers of section 24 (Temporary stoppage of streets) of the Birmingham Corporation Act 1905 as applied to this Act or in exercising any other powers of this Act shall nevertheless maintain a reasonable means of access for motor lorries and other vehicular traffic to and from the leasehold property:

(4) If by reason or in consequence of the execution of any works or the exercise of any powers by the Corporation under this Act (whether or not underpinning or strengthening shall have been carried out on the requisition of either the Corporation or the company or the company's lessor or any other party) any injury or damage or loss of profit or other loss shall be caused to the company full compensation shall be paid by the Corporation to the company for such injury damage or loss and the amount of such compensation shall in default of agreement be ascertained in manner provided by the Lands Clauses Acts.

Confirmation of agreement with Earl of Bradford.

33. The agreement dated the twenty-second day of April nineteen hundred and twenty-nine and made between the Corporation of the one part and the Right Honourable Orlando Earl of Bradford of the other part a copy of which is set forth in the Third Schedule hereto is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly.

As to lands of the Birmingham Racecourse Company Limited.

34. Notwithstanding anything contained in this Act or shown on the deposited plans the following provisions shall unless otherwise agreed in writing between the Corporation and the Birmingham Racecourse Company Limited (in this section called "the company") apply and have effect (that is to say) :—

The Corporation shall not enter upon take and use any of the lands of the company nor execute River Work No. 6 except upon the terms of an agreement dated the ninth day of March nineteen hundred and twenty-nine made between the Corporation of the one part and the company of the other part.

For protection of Howe Settled Estate.

35. Notwithstanding anything contained in this Act or shown on the deposited plans nothing in the section of this Act of which the marginal note is "Improvement charge" shall apply to any lands in the city numbered 973 974 980 981 982 989 996 997 998 1002 1003 1008 and 1009 on the deposited plans which are properties the value whereof would not be enhanced by reason of the exercise of the powers of this Act.

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For protection of Great Western Railway Company.

36. For the protection of the Great Western Railway Company (in this section referred to as "the company") the following provisions shall unless otherwise agreed between the company and the Corporation apply and have effect (that is to say):—

(1) In constructing and also (except in cases of emergency) in effecting the repairs or renewals of so much of River Work No. 3 Sewer Work No. 1 Sewer Work No. 11 the works described on the deposited plans as Bridges Works Nos. 43 and 48 or any other work or subsidiary work of the Corporation by this Act authorised as will be situate upon across over under or in any way affecting the railway or other property belonging to or used by the company (all of which are in this section collectively referred to as "the said works") the same shall be done by the Corporation (except as in this section is otherwise provided) under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer of the company and at such time or times as he shall reasonably approve and except so far as may be necessary for the purposes of underpinning any viaduct bridge or other structure carrying the railways of the company so as not to interfere with the structure of any such railway and except in cases of repair according to plans sections and particulars to be submitted to and reasonably approved by the said engineer before any such works shall be executed Provided that if the said engineer shall not signify his approval or disapproval of such plans sections and particulars within twenty-eight days after they shall have been submitted to him he shall be deemed to have approved thereof:

(2) The Corporation shall restore and make good to the reasonable satisfaction of the said engineer the railway and other property of the company so far as the same may be disturbed or interfered with by or owing to any of the operations of the Corporation:

(3) If the Company so elect they may themselves execute and maintain the said works as well as

any underpinning or strengthening of any viaduct bridge or other structure carrying the railways of the company necessitated thereby in accordance with plans sections and particulars approved under this section and may recover the reasonable costs of so doing from the Corporation (including compensation payable to any workmen or their legal representatives or dependants who may be injured or killed whilst employed by the company in and about such works):

(4) The said works shall be constructed executed and maintained so as not to cause any injury or damage to the railway or other property of the company or any interruption to the passage or conduct of traffic over such railway and if any such injury damage or interruption shall arise from the acts or operations of the Corporation or by reason of the failure of the Corporation to maintain the said works or the bursting leakage or failure of the said works under or near to any railway or other property of the company all such injury or damage shall forthwith be made good by the Corporation to the reasonable satisfaction of the said engineer and the Corporation shall indemnify the company from all claims in respect of any such injury damage or interruption and shall make compensation to the company for and in respect thereof including any compensation payable as aforesaid and compensation for any disturbance of traffic which the construction or maintenance of the said works may entail:

(5) In the event of the Corporation failing to make good such injury or damage as aforesaid or failing to maintain the said works (where they pass under over or in any way affect the railway or other property of the company) in substantial repair and good order to the reasonable satisfaction in all respects of the said engineer or in case of emergency of which the said engineer shall be the sole judge the company after giving such notice in writing to the Corporation as may be reasonably practicable in the circumstances may make good the same and make and do in and upon

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as well the lands of the Corporation as their own lands all such repairs and things as may be reasonably requisite and recover the reasonable expense thereof (including compensation payable as aforesaid) from the Corporation:

(6) If it should be necessary during the construction of any of the said works or by reason of the existence of the same to alter any of the telegraph telephone or signal posts or wires or other work or apparatus belonging to or on the railway of the company the company may effect such alterations and the Corporation shall repay to them the reasonable expenses incurred by them in and connected with such alterations:

(7) The Corporation shall not under the powers of this Act acquire compulsorily any lands of the company save and except that the Corporation may acquire and the company on being required so to do by the Corporation shall sell to the Corporation such a right or easement as may be necessary to enable the Corporation to construct and maintain River Work No. 3 Sewer Work No. 1 Sewer Work No. 11 or the said Bridge Works Nos. 43 and 48 by this Act authorised under the railway and other property of the company and the Corporation shall pay to the company for any right or easement which they may so require the company to sell such sum as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Acts:

(8) The Corporation shall bear and on demand pay to the company the reasonable expense (including compensation payable as aforesaid) of the employment by them during the construction and maintenance of the said works under or across the railway or other property of the company of such inspectors signalmen or watchmen to be appointed by the company as may be reasonably necessary for watching and protecting the said railway and the conduct of the traffic thereon with reference to and during the execution and maintenance of the said works

and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Corporation or their contractors or any person or persons in the employ of the Corporation or their contractors :

(9) If the company at any time or times hereafter in the exercise of their existing powers require (of which they shall be the sole judges) to construct any additional or other works upon their lands or railway or to extend alter or repair their railway or other works upon across over or under which any of the said works may have been constructed or laid the company (after giving to the Corporation twenty-eight days' notice in writing under the hand of their secretary or general manager or in case of emergency of which the said engineer shall be the sole judge after giving such notice as is reasonably practicable) may to such extent as may be reasonably necessary alter or divert any of the said works or execute other works or otherwise deal with the said works in as convenient a manner as circumstances will admit without being liable to pay compensation in respect of such alteration or diversion or other dealing with the said works Provided that any works executed by the company under this subsection shall be executed to the reasonable satisfaction of the Corporation and in accordance with plans sections and particulars reasonably approved by them :

(10) Any additional expense which the company may reasonably incur in widening altering reconstructing repairing or maintaining their railway or other works in the exercise of their existing powers by reason of the existence of the said works upon or under the same shall be paid by the Corporation :

(11) Any difference arising between the Corporation and the company respecting any of the matters referred to in this section shall be referred to and determined by an arbitrator to be appointed failing agreement at the request of either party

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after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

For protection of London Midland and Scottish Railway Company.

37. The following provisions for the protection of the London Midland and Scottish Railway Company (in this section referred to as "the company") shall unless otherwise agreed in writing between the company and the Corporation apply and have effect in relation to the exercise of the powers of this Act (that is to say):—

(1) In carrying out River Work No. 3 the Corporation shall not interfere with the concrete foundations at the side of the sewer works constructed under the provisions of two agreements dated the eighteenth day of July eighteen hundred and ninety-eight and the twenty-fifth day of September eighteen hundred and ninety-nine and made between the Corporation of the one part and the Midland Railway Company of the other part If in constructing the said work or by reason of the deepening of the bed of the river Rea any injury is caused to the concrete foundation aforesaid the Corporation shall make good such foundations immediately upon being required so to do by the principal engineer of the company (hereinafter in this section referred to as "the principal engineer") and to the reasonable satisfaction of the principal engineer and the Corporation shall not deepen the said river below the invert shown on the plan attached to an agreement dated the twenty-seventh day of March nineteen hundred and twenty-five and made between the Corporation of the one part and the company of the other part and thereon marked "future invert of river":

(2) The Corporation shall when carrying out so much of River Work No. 3 as passes under the company's Lawley Street goods yard execute the work without interfering with the surface of the said goods yard or in any way obstructing the company in the user of the said goods yard:

(3) River Work No 3 where it passes through the enclosures numbered 1099 1100 1102 1103 1105 1107 1110 and 1171 in the city on the deposited plans shall be constructed in the position shown on the deposited plans and shall not be deviated therefrom without the consent of the company which consent shall not be unreasonably withheld :

(4) River Work No. 4 where it passes through or adjoins the lands of the company shall be constructed in the position shown on the deposited plans and shall not be deviated therefrom without the consent of the company which consent shall not be unreasonably withheld :

(5) The Corporation shall construct the new bridge over River Work No. 6 and the approaches thereto forming the approach to the company's Castle Bromwich station of a width not less than thirty feet and a gradient not exceeding one in thirty :

(6) The Corporation in reconstructing Bridge No. 59 on the deposited plans of Work No. 6 shall provide a width of not less than eighteen feet between the main girders :

(7) The Corporation shall not under the powers of this Act purchase or acquire by compulsion any lands and property of the company but subject to the provisions herein contained the Corporation may purchase and acquire and the company shall sell and grant accordingly such easements or rights of using so much of the lands and property of the company as may be reasonably required for the construction and maintenance of River Works Nos. 1 2 3 4 6 7 and 8 (hereinafter referred to as "the river works") and Sewer Work No. 1 (hereinafter referred to as "the sewer work" and together with the river works as "the works") :

(8) The value of any easement acquired by the Corporation under subsection (7) hereof shall be determined under the Lands Clauses Acts :

(9) The provisions of the section of this Act of which the marginal note is "Improvement charge" shall not apply to any land of the company :

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(10) The Corporation shall before they commence the construction of so much of any of the works and of Sewer Works Nos. 9 10 and 11 (hereinafter included in the expression "sewer works") and of any subsidiary works under the section of this Act of which the marginal note is "Subsidiary powers" (all of which are hereinafter included in the expression "the works") as shall or may pass over or under or adjoin or in the case of the sewer works be within fifty feet of the company's property or in any way affect the railways works or property of the company submit to the principal engineer plans sections and specifications of the works proposed to be carried out by the Corporation for the reasonable approval of the principal engineer and on such plans shall show the stages by which it is intended to carry out the works:

Provided that if within one month from the submission of such plans sections and specifications the principal engineer does not signify to the Corporation his disapproval thereof and his requirements in regard thereto he shall be deemed to have approved thereof:

(11) The works shall be constructed only according to such plans sections and specifications as shall be approved or deemed as aforesaid to be approved by the principal engineer or determined by arbitration and shall be constructed under the superintendence (if given) and to the reasonable satisfaction of the principal engineer:

(12) The Corporation shall not without the consent of the company themselves execute any of the works necessary for the taking down or rebuilding of the existing bridges or culverts carrying the railways of the company over the rivers or the construction of new bridges or culverts under the railways necessary in connection with the construction of the river works nor shall they interfere with the railways at the site of such bridges or culverts nor with the traffic on the railway but if such consent is withheld the company shall (if required in writing by the Corporation so to do) forthwith take down

and reconstruct such bridges or culverts or make all such alterations therein or carry out such other works as may be required by the Corporation in accordance with the plans sections specifications and particulars submitted and approved as aforesaid and with detailed drawings to be prepared by the principal engineer and reasonably approved by the engineer to the Corporation :

(13) Before the construction of any of the works under or adjoining the railway any temporary works which may in the opinion of the principal engineer be reasonably necessary to ensure the stability of the said railway and property may and shall be carried out by the company for the Corporation and the reasonable costs thereof and any reasonable expenses incurred in connection therewith shall be repaid by the Corporation to the company on demand :

(14) If any work is carried out by the company as aforesaid the Corporation shall repay to the company all sums properly expended by them from time to time in or about the preparation of detailed drawings the construction and carrying out of the work and upon the materials required for the same including all reasonable costs of any necessary inspectors and watchmen and of the preparation and settlement of any plans sections and specifications of such works and materials :

(15) When owing to the carrying out of the works authorised by this Act the rivers Rea and Tame are diverted so that they do not pass through the existing river openings under the railway the company may at the cost of the Corporation fill in or remove such of the existing openings as may no longer be required for the effectual drainage of land on either side of the railway but the Corporation shall be entitled to construct at the site of such openings such drains and pipes across and under the railway as may be necessary to drain the land or property on either side thereof :

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(16) The new reconstructed or altered bridges and culverts and the materials therein shall be and remain the property of the company and shall at all times be properly maintained by them as part of their railways and works :

(17) The Corporation shall give to the company fourteen days' notice in writing of their intention to commence the construction of any of the works under or across the railways works and property of the company or in the case of sewer works when within fifty feet of the company's property :

(18) The Corporation shall before carrying out so much of the works as will be below the existing level of the ground construct such retaining walls or other works or erect such strutting or shoring as may be reasonably necessary to support the railway works and property of the company :

(19) If it shall be reasonably necessary at any time (either before or during the construction or within two years after the completion of the works or any part thereof and in consequence of such construction) that any further or other works or appliances be constructed or measures of precaution taken either by way of addition to the existing works of the company or in connection with the works or in relation to the method of construction of the works so as to prevent the subsidence of or injury to any of the railways works or property of the company the Corporation shall on being thereunto reasonably required in writing under the hand of the principal engineer make and execute at their own expense and according to plans sections and specifications to be prepared by him and reasonably approved by the engineer to the Corporation such works or take such measures of precaution including the temporary cessation of the construction of the work as the principal engineer shall reasonably require The construction of the works when commenced shall proceed without cessation except as aforesaid and with all reasonable dispatch :

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(20) Notwithstanding the approval of plans sections and specifications or supervision by or completion to the satisfaction of the principal engineer as aforesaid and notwithstanding compliance by the Corporation with the provisions of this section if during and in consequence of the execution of the works or in any way owing to the repair bursting leakage or failure of the works the said railway of the company or any of the works connected therewith or any property of the company shall be injured or damaged the company shall be entitled after giving reasonable notice to the Corporation to make good such injury or damage and for that purpose to exercise the powers by this Act conferred upon the Corporation as well upon the lands of other persons as on the lands of the company and may recover the amount reasonably expended in so doing from the Corporation :

(21) The Corporation shall not in executing the works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railway and property of the company or any traffic thereon and if the free and uninterrupted user of the railway of the company or any traffic thereon shall be obstructed hindered or interfered with by the Corporation contrary to this enactment the Corporation shall notwithstanding any approval as aforesaid pay to the company all reasonable costs and expenses to which the company may be put and compensation for the loss sustained by the company by reason of any such interruption or interference :

(22) Notwithstanding anything contained in this Act the Corporation shall be responsible for and make good to the company all costs charges losses damages and expenses which may be occasioned to their railways works or property or to any person or persons using the same by reason of the construction alteration or maintenance of the works or of the failure of any part thereof repairable by the Corporation or of any act or omission of the Corporation or

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of any of the persons in their employment or of their contractors and the Corporation shall effectually indemnify and hold harmless the company from all claims and demands upon or against them by reason of such construction alteration maintenance failure or omission :

(23) If by reason of or during the construction of the works it shall become necessary in the opinion of the principal engineer to add to or alter any signal or signal apparatus or telegraphs on the railway of the company the same may be so added to or altered by the company and the reasonable expense thereof shall be repaid by the Corporation to the company :

(24) During the construction of the works and of any of the further works mentioned in this section the Corporation shall after due notice thereof bear and on demand pay to the company the reasonable expense of the employment by them of such inspectors and watchmen (if any) to be appointed by the company as may be reasonably necessary for inspecting the works and further works as aforesaid and for watching their railway and the works and conveniences connected therewith in order to prevent as far as may be all interference obstruction danger and accident arising from any of the operations of the Corporation or from the act or default of their contractors or of any person or persons in their employment and the Corporation shall at all times give ample facilities to the principal engineer and his assistants or inspectors for full and free access to the works during or after construction and shall also furnish him or them with every information he or they may reasonably require with regard to the works or the method of construction thereof :

(25) Any difference which shall arise between the Corporation and the company or their respective engineers under this section other than subsection (8) thereof shall be referred to and determined by an arbitrator to be appointed on the application of either party by the President of the

Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration. A.D. 1929.

For protection of Birmingham Canal Company.

38. If in the exercise of the powers conferred by this Act the Corporation affect prejudicially the Company of Proprietors of the Birmingham Canal Navigations or their undertaking the Corporation shall make compensation to the said company for any loss or damage they may thereby sustain.

For protection of Sharpness New Docks and Gloucester and Birmingham Navigation Company.

39. Notwithstanding anything in this Act contained the following provisions for the protection of the Sharpness New Docks and Gloucester and Birmingham Navigation Company (in this section referred to as "the company") shall unless otherwise agreed upon in writing between the Corporation and the company apply and have effect (that is to say) :—

(1) The Corporation shall not enter upon take or use any lands or property of the company but the Corporation may acquire and the company shall if so required by the Corporation grant to the Corporation such easements or rights as may be necessary for the Corporation for the purpose of constructing maintaining renewing enlarging using and obtaining access to subject to and in accordance with the provisions of this section so much of River Work No. 2 and works in connection therewith (in this section referred to as "the authorised works") as may be constructed or placed by the Corporation under the powers of this Act in the Worcester and Birmingham Canal or on over or under the bed shores or banks thereof or other lands or property of the company (all of which are in this section referred to as "the canal") and the Corporation may by their notice to treat describe the easements or rights required by them The provisions of the Lands Clauses Acts shall apply to the acquisition of any such easements or rights as if the same were lands to which those Acts apply The Corporation shall not be entitled to give to the Company any notice to treat for any such easement or

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right after the expiration of five years from the thirty-first day of October nineteen hundred and twenty-nine :

(2) The authorised works shall be constructed in accordance with plans and sections to be approved in writing by the company under the hand of their secretary or failing such approval settled by arbitration as hereinafter provided before the works are commenced All temporary works executed under the powers of this Act which may affect the canal and which are placed in the canal itself whilst the traffic is using the waterway shall be enclosed in floating booms the intended position whereof shall be shown on the plans to be submitted to the company as aforesaid and shall be approved by the company or determined by arbitration as aforesaid :

Provided that if the company shall not within one month of the delivery of any such plans and sections express their disapproval thereof they shall be deemed to have approved thereof :

(3) The authorised works shall be constructed at a depth of at least twelve feet below the weir level of the canal :

(4) The authorised works shall when commenced be proceeded with with all reasonable dispatch and the Corporation shall upon the completion of the authorised works remove any temporary works and materials for temporary works which may have been erected or placed in or over or under the canal If the Corporation fail to do so after receipt of notice from the company the company may remove the same and the Corporation shall repay to the company all expenses reasonably incurred in such removal :

(5) The Corporation shall in constructing the authorised works use their utmost endeavours to prevent so far as reasonably practicable interference with or stoppage of traffic on the canal The Corporation shall compensate the company at the rate of one hundred

pounds for every day or part of a day in respect of each of the first seven days during which such stoppage shall continue and at the rate of two hundred pounds for every day or part of a day during which such stoppage shall continue beyond seven days up to and including fourteen days If the stoppage shall continue beyond the said fourteen days the Corporation shall pay to the company as compensation for every day or part of a day beyond fourteen days during which such stoppage occurs at the rate of four hundred pounds :

(6) No owner or master of a vessel passing along the canal shall be liable to make good any damage which may be caused by such vessel to any temporary works affecting the canal constructed under the powers of this Act except where such damage arises from the wilful act or the neglect or default of such owner or master :

(7) The Corporation shall not take any gravel soil or other material from the canal except when excavating for the authorised works :

(8) The Corporation shall not in exercising the powers of this Act or in constructing any works authorised thereby discharge or allow to escape either directly or indirectly into the canal any offensive injurious or solid matter in suspension or otherwise :

(9) The Corporation shall properly and sufficiently maintain any works constructed by them under the powers of this Act affecting the works of the company existing immediately prior to the execution by the Corporation of such works and any works of the company altered by the Corporation under any such powers and shall be responsible for and make good to the company all damage or expense which may be incurred by the company by flooding arising through or in consequence of the execution by the Corporation of any works by this Act authorised upon or across any lands or property belonging to the company :

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(10) The Corporation shall bear and on demand pay to the company the reasonable expense of any temporary works which may be necessary for the protection of any property of the company by reason of the execution by the Corporation of any works authorised by this Act and also shall indemnify the company against any actions costs charges or expenses which they may incur by reason of their being unable by reason of the works authorised by this Act to carry out their statutory obligations :

(11) Nothing in this Act shall entitle the Corporation to make or recover any improvement rate on any lands or property of the company or on the company in respect of any such lands or property :

(12) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act or of any enactment incorporated therewith to the benefit of which the company are entitled :

(13) If any difference shall arise between the Corporation and the company under this section (other than a matter to which the provisions of the Lands Clauses Acts apply) such difference shall be referred to and determined by an arbitrator to be agreed on between the parties or failing agreement appointed by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of Grand Union Canal Company.

40. The following provisions for the protection of the Grand Union Canal Company (hereinafter in this section referred to as "the canal company" and "the canal" respectively) shall apply and have effect unless otherwise agreed in writing between the Corporation and the canal company (that is to say) :—

(1) The Corporation shall not (except in accordance with the provisions of this section) enter upon take use or interfere with either temporarily or permanently any land or property

of the canal company but the Corporation may purchase and the canal company may and shall grant to the Corporation such an easement under and through the said lands and property as may be required by the Corporation for constructing and maintaining the works authorised by this Act in accordance with this Act but subject to the provisions of this section and the consideration to be paid for such easement shall in case of dispute be determined in manner provided by the Lands Clauses Acts :

(2) So much of the works authorised by this Act and therein described as River Work No. 3 River Work No. 5 and Sewer Work No. 1 as affects the property of the canal company and the works connected therewith (all of which are hereinafter in this section collectively referred to as "the said works") and all future alterations repairs and renewals thereof shall subject as hereinafter provided be executed in accordance with plans sections and specifications submitted to and reasonably approved by the canal company previously to the commencement of the works to which the same relate and shall be carried on and completed under the supervision (if the same be given) and to the reasonable satisfaction of the canal company who shall be entitled to inspect the said works or any of them both during the construction and after the completion thereof and during any alterations or renewals thereof and the Corporation shall pay the reasonable costs of the canal company for such supervision and inspection Provided that if the canal company shall fail to signify their approval or disapproval of the said plans sections and specifications within twenty-eight days after the submission thereof to them they shall be deemed to have approved thereof The Corporation shall furnish the canal company with such information as they may reasonably require with regard to the said

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works and the dimensions strength and description of the materials used or to be used in the construction thereof or in any alterations or renewals thereof :

(3) The River Work No. 3 and the River Work No. 5 where they pass under the aqueduct carrying the canal over the river Rea shall be carried out by lowering the invert of the said river and such lowering shall be done in alternate sections not exceeding six feet in width each of such sections being completed before the section on either side thereof is commenced and the side walls or abutments of the said aqueduct shall in each case be well and sufficiently strutted during the progress of such works :

(4) The construction of the Sewer Work No. 1 under the canal shall be completed within seven days from the commencement thereof :

(5) The said works shall be maintained at all times in good and substantial repair by and at the expense of the Corporation :

(6) The Corporation shall during the construction of the said works and during the execution of any repairs or renewals bear and repay to the canal company the reasonable costs charges and expenses of the employment of a sufficient number of inspectors or watchmen to be appointed by the canal company for watching the canal or other property of the canal company with reference to the execution of the said works and for preventing so far as may be any damage obstruction or danger to the canal or other property of the canal company from any of the operations of the Corporation or from any acts or defaults of their contractors or of any person or persons in the employment of the Corporation or otherwise :

(7) If in consequence of the construction use alteration repair or renewal of the said works or any of them or the failure or want of repair thereof any damage or injury to the canal

or other property of the canal company or any leakage or loss of water from the canal or any interruption to or interference (except as aforesaid) with the conduct of traffic on the canal or to or from other property of the canal company shall at any time be occasioned or arise the Corporation shall forthwith restore the canal or property as aforesaid to the same state and condition as before the happening of such damage or injury or stop or prevent such leakage or loss or further loss of water or remove the cause of such interruption or interference as the case may require and take all steps necessary to prevent the recurrence of such damage injury leakage loss interruption or interference under the supervision (if the same be given) and to the reasonable satisfaction of the canal company and in case of default by the Corporation in so doing after notice from the canal company or in cases of emergency without such notice it shall be lawful for the canal company to do the same and to take all steps which may be reasonably necessary to prevent the recurrence of such damage injury leakage loss interruption or interference as the case may be and the expense reasonably incurred by them in so doing shall be repaid by the Corporation to the canal company :

(8) The Corporation shall indemnify and hold harmless the canal company from all claims and demands costs expenses and damages which may be made upon or against them or which they may incur or have to pay in consequence of the construction or use of the said works or in consequence of the failure or want of repair thereof or in consequence of any act or omission of the Corporation their contractors agents workmen or servants :

(9) The fact that any work or thing has been executed or done in accordance with a plan approved or not objected to by the canal company or with any requirements of the canal company or under the supervision or

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to the satisfaction of the canal company or in accordance with any direction or award of an arbitrator shall not relieve the Corporation from liability for damage caused to the canal or other property of the canal company or affect any claim competent to the canal company under this Act:

(10) If any difference shall arise between the Corporation and the canal company under any of the provisions of this section such difference shall except where otherwise in this section expressly provided be settled by the arbitration of an engineer to be agreed upon or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either the Corporation or the canal company and in other respects the provisions of the Arbitration Act 1889 shall apply to such arbitration.

FINANCE AND MISCELLANEOUS.

Power to borrow.

41.—(1) The Corporation may from time to time independently of any other borrowing power borrow at interest for and in connection with the purposes mentioned in the first column of the following table the respective sums mentioned in the second column thereof and they shall repay money so borrowed within the respective periods mentioned in the third column of the said table (namely):—

(1) Purpose.	(2) Amount.	(3) Period for Repayment.
	£	
(*a*) Purchase of lands for and the execution of the works authorised by this Act.	1,900,000	Sixty years from the date or dates of borrowing.
(*b*) Payment of costs charges and expenses of this Act.	The sum requisite.	Five years from the passing of this Act.

(2) The Corporation may also with the consent of the Minister of Health borrow such further money as may be necessary for any purposes of this Act.

Any money borrowed under this subsection shall be repaid within such period as may be prescribed by the said Minister.

(3) The yearly sums required to be provided in respect of the principal moneys borrowed under the provisions of this Act shall be defrayed out of the general rate fund.

Expenses of execution of Act.

42. Any expenses of the execution by the Corporation of this Act with respect to which no other provision is made shall be defrayed by the Corporation out of the general rate fund.

Application of existing enactments.

43.—(1) The following provisions so far as the same are applicable in that behalf shall with any necessary modifications extend and apply to the exercise of the powers of this Act in the same manner as if those provisions were re-enacted in this Act (namely):—

The Birmingham Corporation (Consolidation) Act 1883—

Section 8 (Power to appoint committees);
Section 9 (Proceedings of committees);
Section 289 (Protection of members and officers of Corporation);
Section 294 (Powers of Act cumulative).

Birmingham Corporation Act 1905—

Section 24 (Temporary stoppage of streets);
Section 27 (Correction of errors in deposited plans and books of reference);
Section 30 (Power to persons under disability to grant easements &c.);
Section 31 (Owners may be required to sell parts only of certain lands and buildings);
Section 41 (Moneys to be raised);
Section 44 (Audit of accounts).

Birmingham Corporation Act 1914—

Section 61 (Compensation in case of recently acquired interests).

(2) Provided that—

(*a*) In the application of section 31 of the Birmingham Corporation Act 1905 the premises described in the Fourth Schedule to

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this Act shall be deemed to be referred to instead of the premises described in the Second Schedule to the said Act of 1905;

(*b*) In the application of section 61 of the said Act of 1914 the twentieth day of November nineteen hundred and twenty-eight shall be deemed to be referred to instead of the eighteenth day of November nineteen hundred and thirteen;

(*c*) In the exercise by the Corporation of the powers of section 24 of the Birmingham Corporation Act 1905 the Corporation shall provide reasonable access for foot passengers and vehicular traffic bona fide going to or from any railway station or depot of the Great Western Railway Company.

Saving for future drainage scheme.

44. Nothing in this Act shall prejudice the consideration of any future scheme which may be made for dealing with the drainage of the river Trent and its tributaries or the determination of whether and to what extent the Corporation shall contribute to the cost of any such scheme.

Costs of Act.

45. All the costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Corporation out of the general rate fund or out of money to be borrowed for that purpose.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

AN AGREEMENT made the ninth day of March one thousand nine hundred and twenty-nine between the LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF BIRMINGHAM (hereinafter called "the Corporation") of the one part and the COUNCIL OF THE ADMINISTRATIVE COUNTY OF WARWICK (hereinafter called "the County Council") of the other part.

WHEREAS the Corporation are promoting in the present session of Parliament a Bill known as the Birmingham Corporation (Rivers Improvement) Bill 1929 :

And whereas the County Council have presented to the House of Lords a petition by way of opposition to the said Bill :

Now in consideration of the mutual covenants hereinafter contained and in satisfaction of the opposition of the County Council to the said Bill it is agreed subject to the said Bill becoming law by and between the parties hereto as follows :—

1. The Corporation will pay to the County Council one-half of the cost of the improvement works carried out by the County Council during the ten years immediately after the date hereof to that part of the river Tame lying wholly within the county of Warwick and below Sweetmoor Bridge but so that the payment by the Corporation in respect of the said works of river improvement shall not exceed in the whole the sum of ten thousand six hundred and seventy-five pounds.

2. The contribution by the Corporation shall be made annually and shall be calculated upon the basis of the charges for interest and sinking fund payable by the County Council on the loan or loans raised by them in respect of the said works of river improvement executed within the aforesaid period of ten years Provided that the County Council shall in connection with their expenditure bring into account the amount of any unemployment grant which they may receive in respect of the said works.

A.D. 1929.

In witness where of the Corporation and the County Council have hereunto caused their respective common seals to be affixed the day and year first before written.

The Common seal of the lord mayor aldermen and citizens of the city of Birmingham was hereunto affixed in the presence of } Seal.

FRANCIS C. MINSHULL
Deputy Town Clerk.

The seal of the Warwickshire County Council was hereto affixed in the presence of } Seal.

L. EDGAR STEPHENS
Clerk of the Council.

THE SECOND SCHEDULE.

AN AGREEMENT made the ninth day of March one thousand nine hundred and twenty-nine between the LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF BIRMINGHAM (hereinafter called "the Corporation") of the one part and the COUNCIL OF THE ADMINISTRATIVE COUNTY OF STAFFORD (hereinafter called "the County Council") of the other part.

WHEREAS the Corporation are promoting in the present session of Parliament a Bill known as the Birmingham Corporation (Rivers Improvement) Bill 1929:

And whereas the County Council have presented to the House of Lords a petition by way of opposition to the said Bill:

Now in consideration of the mutual covenants hereinafter contained and in satisfaction of the opposition of the County Council to the said Bill and subject to the said Bill becoming law it is agreed by and between the partics hereto as follows:—

1. The Corporation will pay to the County Council in respect of certain works of improvement executed by the County Council within a period of not exceeding ten years immediately after the date hereof to the river Tame within the county of Stafford the contributions hereinafter appearing viz.:—

In respect of that section of the said river between the Warwickshire boundary near Tamworth and Comberford

one-third of the expenditure by the County Council upon the said works of river improvement including any payments for abolition or other dealings with the existing weirs on the said river or branches thereof but so that the payment by the Corporation shall not exceed in the whole the sum of fourteen thousand six hundred and twenty-five pounds five shillings.

In respect of that section of the said river lying between Comberford and its junction with the river Trent one-quarter of the expenditure by the County Council upon the said works of river improvement including any payments for abolition or other dealings with the existing weirs on the said river or branches thereof but so that the payment by the Corporation shall not exceed in the whole the sum of six thousand eight hundred and sixteen pounds thirteen shillings.

2. The contributions by the Corporation or a proportion thereof shall be made to the County Council annually having regard to the amount so expended annually by the County Council on the said works:

Provided that the County Council shall in connection with their expenditure bring into account the amount of any unemployment grant which they may receive in respect of the said works or either of them.

In witness whereof the Corporation and the County Council have hereunto caused their respective common seals to be affixed the day and year first before written.

The common seal of the lord mayor aldermen and citizens of the city of Birmingham was hereto affixed in the presence of } Seal.

FRANCIS C. MINSHULL
Deputy Town Clerk.

The common seal of the Staffordshire County Council was hereto affixed in the presence of } Seal.

W. E. HARRISON } Two members of the
R. G. PATTERSON } County Council.
EUSTACE JOY
Clerk of the County Council.

A.D. 1929.

THE THIRD SCHEDULE.

AN AGREEMENT made this twenty-second day of April one thousand nine hundred and twenty-nine between the LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF BIRMINGHAM (hereinafter called "the Corporation") of the one part and the RIGHT HONOURABLE ORLANDO EARL OF BRADFORD his heirs successors in estate and assigns for the time being entitled in possession whether for life or any greater estate to the Castle Bromwich Estate in the county of Warwick (all of which persons are hereinafter included in the expression "the owner") of the other part.

WHEREAS—

(1) The Corporation are applying for an Act of Parliament (called the Birmingham Corporation (Rivers Improvement) Bill) to empower them (inter alia) to execute certain works in the county of Warwick on the land forming part of the Castle Bromwich Estate for the purpose of preventing flooding caused by the overflow of the rivers Rea and Tame;

(2) For the purpose of carrying into effect certain of the powers sought by the Corporation and of carrying out and completing some of the said works it will be necessary for the Corporation to divert the course of the river Tame and widen and deepen the bed of the said river and to carry out and execute certain other works on the said Castle Bromwich Estate;

(3) The owner has presented a petition in the House of Lords praying to be heard in opposition to the said application of the Corporation so far as the proposed Act of Parliament might affect the said estate or the interest of the owner therein;

(4) In order to prevent opposition by the owner to the passing of the said Act and for the other purposes hereinafter expressed the parties hereto have agreed to enter into this present agreement or undertaking:

Now this agreement witnesseth that for the consideration hereinafter expressed the Corporation so far as regards the agreements and provisions hereinafter contained which are or ought to be observed and performed on the part of the Corporation hereby undertake and agree with the owner and the owner so far

as regards the agreements and provisions hereinafter contained which are or ought to be observed and performed by him hereby undertakes and agrees with the Corporation in manner following (that is to say) :—

1. The Corporation shall not under the powers of this Act enter upon take or use any lands of the owner but the Corporation may acquire and the owner at the request of the Corporation will grant to the Corporation all such rights and easements as the Corporation may reasonably require to enable them to construct alter or renew subject to the provisions of this Act any works by this Act authorised so far as the same may be authorised in on or under any lands of the owner and the provisions of the Lands Clauses Acts with any necessary modifications shall apply to the acquisition of any such rights or easements as if the same were lands within the meaning of those Acts but no compensation or purchase money shall be paid to the owner in respect of any such rights or easements In consideration thereof nothing contained in the section of the Act of which the marginal note is " Improvement charge " shall apply to any lands of the owner.

2. Notwithstanding anything contained in the Act or shown on the deposited plans no works shall be constructed on the Birmingham Racecourse so as to encroach on the racing track of the racecourse or on the Bromford Road or on the approach road to the racecourse as the said track and roads are now laid out.

3. When executing the said works on the land of the owner the Corporation shall construct and they shall for ever thereafter efficiently maintain along the whole of the south side of so much of the river Tame as extends from Bromford Lane to the Chester Road and also along the north-east side of the new cut next hereinafter mentioned continuous flood banks or walls as protection against flooding and the said flood banks or walls shall be constructed of suitable materials and as near as practicable to the said river or to the said river as altered under the provisions of the Act.

4. When executing the said works on the land of the owner the Corporation shall construct a new cut for the said river for a distance of three hundred and fifty yards or thereabouts above the existing bridge carrying Chester Road over the said river such new cut to be constructed approximately parallel to the southern limit of deviation shown on the deposited plan so as to carry the river direct to Chester Road bridge.

5. The Corporation shall not under the powers of the Act in any way alter the course of the river Tame so as to prevent the same passing under the existing bridge now carrying the Chester Road over the said river or under a new bridge constructed in approximately the same position as the said existing bridge

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but nothing in this clause shall be deemed to prevent the Corporation constructing any such new bridge with a greater number of arches than the number of arches in the existing bridge or from increasing the number of arches in the existing bridge.

6. Below and to the east of the said bridge and down to the termination of River Work No. 6 mentioned in the said Act a new channel shall be constructed by the Corporation when executing the works authorised by the Act approximately parallel to the southern limit of deviation shown on the deposited plans but clear of the high ground on the southern side of the present channel of the river The Corporation shall when constructing the said channel construct a proper flood bank throughout the whole of the northern side thereof and such flood bank shall be constructed as near as practicable to and in any case at a distance not exceeding one hundred yards from the southern limit of deviation shown on the deposited plans.

7. The Corporation shall when executing the works authorised by the Act construct a flood bank extending from the high ground near Kyter Lane to the termination of River Work No. 7 by the Act authorised where the river passes under the railway along the east and south sides of the river Tame or the said river as widened re-graded or altered under the provisions of the Act.

8. So much of the existing channel of the river Tame as lies on the property of the owner which shall cease to form part of the water-way of the said river by virtue or in consequence of any operations of the Corporation under the powers of the Act shall be filled up and properly levelled by the Corporation to the level of the surface of the ground adjoining the same and the site of so much of the said channel and the bed and banks thereof shall remain vested in the owner.

9. The Corporation shall construct and complete all works provided for by this agreement or authorised under the Act on the land of the owner before bringing into operation any river works authorised by the Act which will be on any part of the river Tame or the river Rea above the owner's land.

10. All works (including boundary fences) executed by the Corporation under the powers of the Act for the purpose of or in relation to the improvement of the said river Tame above Chester Road shall be at all times efficiently maintained by the Corporation.

11. The Corporation shall make full compensation to any tenants or lessees of the owner for any damage or reasonable expense they may incur by reason or in consequence of the exercise by the Corporation of any of the powers of the Act or under this agreement.

12. All works agreed by the Corporation to be constructed or carried out for the benefit of the Birmingham Racecourse

Company Limited in pursuance of the agreement with that company referred to in the clause of the said Bill of which the marginal note is "As to lands of the Birmingham Racecourse Company Limited" shall so far as such works shall be of a permanent character apply and enure for the benefit of the owner in perpetuity in the same manner as if an obligation on the part of the Corporation with reference thereto had been incorporated herein.

13. All works executed under the powers of the Act on any lands of the owner shall be executed in all things to the reasonable satisfaction of the engineer of the owner.

14. Nothing in the Act or shown on the deposited plans shall deprive the owner or his lessees and tenants and his and their servants of any right of access to or of crossing over the river Tame in order to obtain access from lands of the owner to the railway of the London Midland and Scottish Railway Company but for the purpose of exercising such right the owner shall not execute or cause to be executed any bridge over or works affecting the river except in accordance with plans and sections reasonably approved by the Corporation or in the absence of agreement settled by arbitration.

15. In case any dispute shall arise as to the form of any grant to be made by the owner to the Corporation or as to any provision to be contained therein or with respect to any question under this agreement the same shall be referred to arbitration under the Arbitration Act 1889.

16. The provisions of this agreement shall be in addition to and not in derogation from any other provisions of the Act or any Act incorporated therewith to the benefit of which the owner his lessees and tenants would otherwise have been entitled except as modified by this agreement.

17. This agreement is subject to confirmation by Parliament and to such alterations as may be made by Parliament therein.

In witness whereof the Corporation have hereunto caused their common seal to be affixed and the owner hath hereunto set his hand and seal the day and year first before written.

The common seal of the lord mayor aldermen and citizens of the city of Birmingham was hereto affixed in the presence of

Seal.

FRANCIS C. MINSHULL
Deputy Town Clerk.

Signed sealed and delivered by the above-named Orlando Earl of Bradford in the presence of

BRADFORD

Seal.

C. W. M. D. SCOTT
Weston Bank Shifnal
Land Agent.

A.D. 1929.

THE FOURTH SCHEDULE.

LIST OF PROPERTIES OF WHICH PARTS ONLY MAY BE ACQUIRED.

Area.	Numbers on deposited plans.
The city	4 5 6 8 9 10 11 13 15 16 17 19 21 35 36 37 38 39 40 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 82 83 89 100 106 112 113 114 115 116 117 161 162 163 164 165 193 194 195 196 197 198 232 235 236 499 501 502 503 504 505 506 507 508 509 510 549 569 579 580 581 582 583 584 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 725 726 727 728 729 730 731 732 733 738 739 740 741 742 743 744 745 746 747 749 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 834 835 836 837 838 839 840 841 842 843 844 846 847 848 849 850 851 852 853 854 855 856 857 858 859 862 863 864 865 866 867 868 869 870 872 873 874 876 878 879 881 882 883 884 885 886 887 888 889 891 896 897 898 903 904 905 906 907 908 909 911 912 913 914 916 918 920 922 924 925 926 927 928 929 930 934 936 938 939 941 942 943 946 948 950 952 954 956 957 958 959 960 961 962 964 966 968 972 973 975 977 980 982 985 987 988 989 991 996 997 998 999 1000 1001 1002 1005 1006 1008 1009 1014 1015 1017 1018 1020 1021 1022 1023 1024 1025 1026

Area.	Numbers on deposited plans.	A.D. 1929.
The city (*continued*).	1027 1028 1029 1031 1032 1033 1035 1038 1040 1041 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1056 1057 1058 1058A 1059 1060 1061 1062 1063 1064 1065 1066 1068 1071 1072 1073 1075 1079 1081 1083 1083A 1084 1086 1090 1091 1092 1093 1094 1095 1096 1099 1100 1102 1103 1105 1107 1110 1111 1112 1113 1114 1115 1116 1117 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1147 1148 1152 1153 1160 1161 1173 1186 1199 1201 1206 1209 1213 1229 1230 1231 1232 1233 1234 1235 1236 1237 1238 1239 1242 1243 1244 1257 1258 1259 1261 1290 1391 1392 1393 1394 1395 1396 1397 1398 1401 1493 1494.	
Parish of Castle Bromwich.	1257 1472.	
Parish of Minworth.	1493 1494.	

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