

STAFFORDSHIRE & WORCESTERSHIRE CANAL COMPANY

COMMITTEE MEETING MINUTES

RELATING TO THE STAFFORD BRANCH CANAL / RIVER SOW NAVIGATION

1816 – 1948

Researched and written by

David Jones

Introduction

The Committee Meeting Minutes of the Staffordshire and Worcestershire Canal Company are held at the National Archives (Kew, Richmond, Surrey, TW9 4DU) in 11 volumes under Series Reference RAIL 871. ¹

RAIL 871/1: 1766-1785
RAIL 871/2: 1803-1804
RAIL 871/3: Prior to 1806 (WANTING)
RAIL 871/4: January 1806 – December 1823
RAIL 871/5: January 1824 – September 1836
RAIL 871/6: October 1836 – July 1851
RAIL 871/7: July 1851 – October 1876
RAIL 871/8: November 1876 – March 1902
RAIL 871/9: April 1902 – April 1926
RAIL 871/10: May 1926 – November 1941
RAIL 871/11: December 1941 – August 1948

The Staffordshire Record Office (Eastgate Street, Stafford, ST16 2LZ) also holds some Draft Minutes. ²

D3186/1/1/2: 1816 – 1822
D3186/1/1/3: 1845 – 1862
D3186/1/1/4: 1862 – 1878

In addition, the SRO holds the Minutes² of the half-yearly general meetings of proprietors of the Staffordshire and Worcestershire Canal Company:

D3186/1/1/1: 1766 – 1845

This present article focuses on the Staffordshire & Worcestershire Canal Company Minutes held at the National Archives, and records any entry relating to the Stafford Branch Canal / River Sow Navigation between July 1816 and August 1948.

Surprisingly, the Minutes reveal that this waterway is mentioned only infrequently and spasmodically; some of the entries are quite informative and add to our understanding, but others are vague, e.g. "Correspondence read." Perhaps this Navigation did not figure highly in the Company's scheme of things?

TRANSCRIPTION OF THE MINUTES: 1816 - 1948

RAIL 871/4 (January 1806 – December 1823)

4 July 1816 (Adjourned until 25 July 1816)

25 July 1816

Ordered that a lock be placed upon the Paddles of the Lock at Radford from the Canal into the River Sow & Messers Fereday & Company be **seal** (?) applied to build a house there for a person to take care of the paddles & stop planks be also kept there in case of accidents.

Ordered that one half penny per ton only be charged upon **Linders** (?) brought along the Canal for repairs at the Wharf at Stafford but for no further purpose.

RAIL 871/5 (starting 4 December 1823 to September 1836)

27 January 1825 (page 23)

It having been represented that different Traders upon this Canal do navigate Boats Laden with Coal and Merchandize from and out of such Canal through the Sluice near to Radford into the River Sow.

Ordered that a Chain be fastened across the Canal near to the Sluice leading into the Sow to prevent Boats and other vessels passing out of or into this Canal into or from the River Sow.

28, 29 & 30 July 1825 (page 30)

Ordered that the Wharfinger at Radford do permit Boats laden with Coal from Bruerton to pass through the Sluice at Radford into the River Sow provided the Traders will pay five shillings for each Boat passing over and besides the Tonnage Dues to the Company.

Ordered that our Clerk do give Notice of the last above mentioned Order to Mr William Turton Fereday of Gornal, and State to him that Boats laden with coals from Bruerton Colliery will be permitted to pass through the Sluice at Radford into the River Sow until he can supply the Town of Stafford with Coals from his own Collieries.

28 & 29 August 1826 (page 58)

Viewed the bridge and lock lying between this Canal and the River Sow leading towards Stafford and found them much out of repair.

Ordered that our Clerk do forthwith write to Mr Smith stating the communication from this Canal by the River Sow to Stafford will be immediately stopped in case the Bridge and Lock are not instantly repaired.

5 June 1828 (page 100)

Read an Agreement dated the fourteenth Day of March one thousand eight hundred and fifteen between John Jesson on the part of the Company of the one part and John Turton Fereday, William Turton, William Turton Fereday and James Blaire of the part relating to the Sow Lock and the Canal leading from thence to the River Sow and it having been reported to this Committee that such Lock and the Canal from thence to the River Sow is out of repair, and that the rent reserved to the Company under the said Agreement is in considerable arrear.

Ordered that our Clerk do write to the Lessees calling upon them for payment of the Rent in Arrears and to state, that unless the said Lessees do forthwith repair the said Lock and the Canal leading from thence to the Rover Sow they will be sued for the said rent and for recovery of any Sum the Company may expend in putting the said Lock and Canal into Repair pursuant to the Stipulations contained in the said Agreement.

7 August 1828 (page 104)

Ordered that Mr Batham do view the Sow Locks and the Canal from thence to the River Sow and Report the state of them to the next meeting of the Committee and that our Clerk do give notice to Mr Batham of this Order.

6 November 1828 (page 110)

Read Mr Batham's Report on the state of the Sow Lock and the Canal from thence to the River Sow.

Ordered that our Clerk do write again to the Lessees of the said Lock and Canal requiring them forthwith to put the same into repair – and to call upon them to put down a Stop Gate at their own expense for the preservation of the Staffordshire and Worcestershire Canal.

7 April 1829 (page 121)

Mr William Turton Ferreday attended this meeting on the subject of the Repairs of the Sow Lock.

Ordered that Mr Batham do meet Mr Fereday at the said Lock to view the Repairs wanting and the State in which the Lock and other works are and that he do report thereon at some future Meeting of the Committee.

7 May 1829 (page 124)

Mr Batham having reported to this Committee that he had viewed the Sow Lock and that his Estimate to put the same into repair including all additions necessary to be made thereto for the purpose of Securing the Canal – will cost the Sum of Seventy pounds at the least.

Ordered that our Clerk do write to the Lessees of the Sow Lock requiring them to put the Lock into repair and to make and complete the additions wanting thereto forthwith.

25 August 1829 (page 130)

Ordered that our Clerk do again write to Lessees of the Sow Lock requiring them forthwith to put the same into Tunnable repair otherwise the Agreement will be vacated.

6 March 1834 (page 224)

Sow Lock: It being reported that the Sow Lock is in a bad state of repair and loses water.

Ordered that our Clerk do write to the Moat Colliery Company requiring them to put the said Lock into good substantial order and repair otherwise the Company will build a wall or do some other act to prevent further loss of water.

5 & 6 September 1834 (page 237)

Sow Lock: Viewed this Lock and found the bottom gates were entirely worn out whereby much water was lost out of the Canal.

Ordered that our Clerk do write to the Moat Colliery Company giving them notice of the bad state of the Gates and to call upon that Company to instantly repair them otherwise the Entrance from the Canal into such Lock would be stopped.

2 October 1834 (page 240)

Sow Lock: Ordered that our Clerk do write again to the Moat Colliery Company on the subject of the Sow Lock, they not having taken any notice of our Clerk's letter to them and to state that if the Lock Gates are not instantly put into thorough state of repair, the Entrance into the Lock from the Canal will be stopped.

7 October 1834 (page 241) (LHS)

Ordered that Mr Hayes do write to Mr Hadley directing him to make an Estimate for repairing thoroughly the Gates at the Sow Lock and when obtained that same to be delivered to our Clerk.

6 November 1834 (page 241) (RHS)

Mr Weller having this day produced an Estimate for the repair of Gates at the Sow Lock and other repairs wanting to such Lock, Ordered that Mr Weller do forthwith commence the necessary repairs to the said Lock and keep an accurate account of all Expenses attending the repair thereof.

3 May 1836 (page 280)

Ordered that our Clerk do apply to the Moat Colliery Company for payment of the undermentioned sums / viz

	£	s	d
money expended by the Company in repairing the Sow Lock	84	8	11½
8 years annual acknowledgement of 5/- due Lady Day 1836	<u>2</u>	<u>0</u>	<u>0</u>
	£86	8	11½

RAIL 871/6 (October 1836 – July 1851)

4 October 1838 (page 112)

Sow Lock: Ordered that Mr Frost be and is hereby authorised and empowered to settle and arrange with the Moat Colliery Company for their assigning to this Company, or to whom this Company shall direct, the Lease of the Land on which the Sow Lock is erected and of the approaches thereto and of that Company's right of using the Sow River from the said Lock or the approaches thereto to and into the Town of Stafford, and of all other rights members and appurtenances to the said Lock and belonging under the said Lease, at and for such price or consideration and upon such Terms and Conditions as Mr Frost do Report thereon so soon as the arrangement is made with the Moat Colliery Company.

Ordered that our Clerk do send to Mr Frost a Copy of the foregoing Orders.

6 December 1838 (page 126)

Moat Colliery Company: Mr Frost attended this meeting and produced a written contract he had entered into with the Moat Colliery Company for and on the behalf of this Company pursuant to order for the purchase as from the 29th day of September last of a Lease and Leasehold premises or an agreement for a Lease of the Sow Lock and the Wharfs and other Premises belonging thereto or occupied therein which the Moat Colliery Co rent off or hold under the Right Honorable Lord Stafford and of all personal and other property and Interest which the last mentioned Company possess and belonging thereto at or for the price or Sum of Fifty Pounds but subject nevertheless to the payment of the rent or rents and of the Covenants conditions and agreements in such Lease or agreement for a Lease reserved and contained and on the Tenant or Lessees part to be paid done and performed.

Ordered that the said agreement be entered into by Mr Frost with the Moat Colliery Company be and is hereby approved and confirmed and that our Clerk do forthwith apply to the Moat Colliery Company for a copy of the said Lease or Agreement for a Lease and for all other necessary Information in order to enable him to prepare a proper assignment thereof and of all property comprised in the said agreement and when obtained that he do prepare the necessary assignment accordingly.

Ordered that Mr Weller do view the Sow Lock and all the Wharfs and places near to it and the property and effects being thereon for the purpose of taking an Inventory of such effects that he do put a value on all the property he shall find belonging to the Moat Colliery Company and produce the same at the next meeting of the Committee in January next and that our Clerk do give notice to Mr Weller of this order.

16 January 1839 (page 136)

Moat Colliery: Mr Hickman a member of the Moat Colliery Company attended this Meeting and produced a letter from Mr Blount, the agent of the Right Honorable Lord Stafford, dated the 28th day of December now last, on the subject of the arrangement which the Committee had entered into with the Moat Colliery Company respecting the Sow Lock and the property thereto belonging, and which Mr Blount approved and this Committee considering it expedient to obtain an extended term in the Lease granted by Lord Stafford to the Moat Colliery Company if one can be obtained.

Ordered that Mr Hickman be and is hereby requested to wait personally upon Mr Blount for the purpose of ascertaining from him, whether Lord Stafford will consent to grant this Company a new lease of the property in question for a term of 21 years, to commence from Lady Day 1839 at the same rent and upon the same conditions in all other respects as is reserved and contained in the present lease, and in the event of Lord Stafford thro' Mr Blount assenting thereto, that our Clerk do act on the above proposition and obtain from his Lordship a lease accordingly.

30 January 1839 (page 141)

Davison Mr: Read his letter of the 21st January Instant, respecting Coals which may be conveyed through the Sow Lock on the side of the Line of this Canal and from hence to Stafford.

Ordered that our Clerk do write to Mr Davison acknowledging the receipt of his letter, to thank him for the same, and state that at present this Company are not prepared to give any decided answer on the propositions contained therein and further that our Clerk do write to Mr Hickman the agent of the Moat Colliery Company asking him what were the Rates of Tonnage paid by that Company on Coal passing out of this Canal through the Sow Lock to Stafford, when that Company sent Coals to Stafford for sale, and that our Clerk do report on Mr Hickman's answer to some future meeting of the Committee.

7 March 1839 (page 148)

Sow Lock: Mr Hawkins of Stafford attended this committee for the purpose of taking the right of using the Sow Lock, the Wharf in Stafford, and other Premises appertaining thereto and belonging to the Company, on terms to be hereafter arranged.

Ordered that a Deputation from this Committee, attended by Mr Frost, do meet Mr Hawkins on the said Wharf, upon Monday next at noon, to view the property and that the Deputation do report their sentiments thereon to the next meeting of this Committee.

2 May 1839 (page 164)

Mr Riley: Towing path washed away.

4 June 1840 (page 244)

Webb Mr. Stafford: Attended this meeting for the purpose of setting what the Tonnage Dues along the River Sow should be upon Coal, Lime, Limestone, Grain and other goods, navigated in Boats along the same and also as to the Erection of a Warehouse he had previously applied for at a former committee when after a long discussion on the two points, the further consideration was adjourned unto a future Committee.

River Sow: Ordered that such part of the River Sow as is navigable for Boats of Henry Belcher (?) and which has not lately been cleansed, be dredged, and that our Clerk do give notice to Mr Weller of this order.

2 July 1840 (page 247)

Sow River Tonnage Dues: Ordered that the tonnage dues on the undermentioned articles be demanded and taken on each ton and in that proportion for any less quantity than a ton which shall be navigated in Boats along the Sow River, viz:

	£	s	d
On Coals	0	0	6
On Lime and Limestone	0	0	3
On Grain and on all other articles, matters and things not above specified	0	0	6

Wharfs at Stafford: Ordered that our Clerk do prepare notices to the undernamed persons requiring them to quit wharfs and premises in Stafford which they respectively hold under the Company upon 25th day of March 1841 or at the end of the current year of their respective tenancies thereof, viz:

Stephen Ward, Joseph Pickin, Mrs Lathbury, Edward Brown, William Parkes and Henry Trubshaw.

Webb C.H. Stafford: Ordered that our Clerk do write to Mr Webb stating that his various propositions respecting a wharf and buildings at Stafford he wanted were again discussed and that a Deputation from the committee would be at Stafford during the present Summer of which notice would be given him of their attendance there, when an arrangement might be come to on the subject.

15 September 1840 (page 258)

Improvement of the Wharfs at Stafford: Ordered that the spoil or earth, now lying on the wharfs at Stafford be spread over them for the purpose of making the surface thereof level, ready for the receipt of goods or other Effects, to be landed thereat, and that at the next monthly meeting of the Committee the rents to be charged on each wharf be fixed.

1 April 1841 (page 300)

Lathbury Ann. Stafford: She, having applied to retake one of the wharfs in Stafford, belonging to this Company, at a rent to be agreed on.

Ordered that Mr Hayes do, on his next trip to Heywood, personally call upon Mrs Lathbury and make such arrangement for letting the wharf to her and at such annual rent and upon such other terms and conditions as Mr Hayes shall, on the part of this Company, deem proper.

6 April 1841 (page 304)

Tonnage dues to be taken on the River Sow: Ordered, that the undermentioned Tolls or Tonnages hereafter demanded and taken, instead of the Tolls before Ordered, viz:

	£	s	d
On Lime and Limestone and manure, per ton	0	0	2
On Coal, Goods, merchandize and all other articles of every description, except on Lime, Limestone and manure, per ton	0	0	4

(7 April 1841: Permission given by Staffs & Worcs for railway lines to be laid.)

12 April 1841 (page 308)

Wharfs at Stafford: Ordered that the wharf no 2 on the plan of the Stafford property, be let to Lord Hatherton from Ladyday 1841, at an annual rent of £10, to commence from Ladyday last, that the wharf no 3 on the said plan be let to Mr Gilpin at the same amount of rent and from the same period, and that the wharf no 4 be let to Messers Forest and Yates, at the like amount of rent and from the same period.

6 May 1841 (page 310)

Wharfs at Stafford: Ordered that Mr Trout do forthwith, at the expense of the Company, level the land, forming these wharfs, and when levelled, that he do cause a sufficient quantity of gravel to be laid on the surface for the more convenient occupation thereof.

21 June 1841 (page 315)

Sow River Bridge: Mr Weller having reported that the masonry work at the Sow Lock, near the Sow River Bridge and aqueduct, is in a dangerous state and wants repairing.

Ordered that Mr Weller do cause the masonry work at said lock to be forthwith repaired, agreeable to the plan by him produced to the Committee.

1 July 1841 (page 317)

Wharfs at Stafford: It having been reported, a wharfinger will be necessary to attend at the Wharfs in Stafford belonging to the Company and that a small House, to consist of a kitchen, and Brewhouse, with two rooms over them, should be erected on Land used as a Stone yard there, and that a wall fence against the Wharf no 1 on the plan of the Stafford property, should also be erected, to commence at the Towing Path of the Sow River and to extend to the Entrance Gate at the Smiths Shop on such property, and Mr Weller having reported, that the Buildings before described will cost about £110.

Ordered that the House and Wall Fence, with a proper Entrance Gate be forthwith Erected accordingly, under the direction of Mr Weller and that our Clerk do give notice to Mr Weller of this order.

15 March 1842 (page 368)

Crane wanted at Stafford for the use of the Company: Ordered that Mr Hayes do inspect a Crane now offered on sale and belonging to a person at Chester, and report his opinion of the value thereof to the next meeting of this committee.

19 July 1842 (page 385)

Wharf at Stafford: On the Committee viewing the wharfs, they gave the following directions:

First, That a Brick Wall, of 14 inches in thickness and six feet in height above the level of the surface of the Land, be built opposite to the said wharfs and against a Street called Forebridge Street, on the public highway, leading from the Borough of Stafford to or towards Weeping Cross.

That the Foundation of the said Wall so to be built, do consist of Bur Stones and the top of the wall to be covered with Coping Brick – That in the line of the said Wall, a

pair of Sheet Iron Gates, sixteen feet in the clear, with Oak posts of 12 Inches square, be set up in the most convenient part thereof.

That another Brick wall of nine Inches in thickness and feet in height above the level of the surface of the Land, be built, from such first mentioned Wall against premises belonging to Lord Stafford to a point of a Common Sewer, called the Commissioners Sewer, which in part separates land used as wharfs agreed to be leased to the Company by Lord Stafford from other lands adjoining to such sewer, on the contrary side thereof.

That the foundation of the said last mentioned Wall, do consist of Bur Stones, and the top of the said last mentioned wall to be covered with Coping Brick, and that both the said walls, be built under the direction and inspection of Mr Weller, the Company Servant.

That the present stone yard at Stafford aforesaid, now in the occupation of Mr Ward, and adjoining to the said wharfs be removed to other part of the Companys land adjoining to a **eucssuage** and Blacksmith's Shop, also the property of Lord Stafford, and that after such removal, the rent to be paid for the new Stone Yard, be not less than £8 per annum, but the amount thereof, not exceeding that sum, to be hereafter settled.

4 August 1842 (page 387)

Gates for Fencing in wharfs at Stafford: A pair of Sheet Iron Gates having been ordered to be made and set up in a line of wall ordered to be built for enclosing wharfs at Stafford, belonging to the Company and Gates of description being deemed improper.

Ordered that a pair of plain Bar Iron Gates be set up, instead of Sheet Iron Gates and that our Clerk do give notice to Mr Hayes of this order.

1 September 1842 (page 389)

Gates at Stafford: Mr Hayes is directed to ascertain what will be the costs of a pair of gates, with Oak Framming thereto and Iron Bass, and what will be the costs of a pair of gates made entirely of iron, except the Langing and falling posts thereto and report thereon to the next meeting of the committee.

27 March 1843 (page 424)

Riley Mr W^m: Read his letter of the 25th day of March Instant, respecting the wharfs, belonging to the Company, situate in the Borough of Stafford.

Ordered that each occupier of a wharf do pay the poor rates assessed thereon.

15 May 1845 (page 566)

Hasledine W (by W.Riley of Stafford): Read Mr W^m Riley's Letter of the Eleventh Instant, respecting the Water in the River Sow, having been drawn off by Mr Hasledine, without any Notice to this Company.

Ordered that our Clerk do address a letter to Mr Hasledine complaining of his conduct and to hope in future, the Water in the River Sow may not be again drawn off, in as much, as Lord Stafford has, in his lease, granted to the Company Guaranteed the quiet possession thereof, for Canal purposes.

2 July 1846 (page 612)

Sow River: Mr Blount's letter to Mr Hayes having been read.

Ordered that Mr Rutter peruse the lease and ascertain what powers are granted to this Company by Lord Stafford and prevent if possible the letting off the water by the Mill owners which puts a stop to the trade upon the river.

(Aside: Mr Hayes, Company Clerk, died 1855)

RAIL 871/7 (July 1851 – October 1876)

Aside [26 December 1861 (page 274)]

Mr John Mountfort (1): Having agreed to renew his loan of £1000 which becomes due on the 1st January next for three years from that day at interest at £4:10:0 per cent per annum.

Ordered that such offer be accepted. *Also 1 December 1864 (page 342). First mentioned in 1857 I think.*

7 March 1861 (page 257)

Lock Keeper's Wages (3): Ordered that the Lock Keeper's Wages be thirteen shillings per week.

Widow Sambrooke (5): Ordered that a present be made to her of two pounds.

1 August 1861 (page 265)

Henry Belcher (3): Having applied for credit on this Canal.

Ordered that it be granted to him on the usual terms.

5 March 1863 (page 299)

Sow River (5): Lord Stafford's Lease. This Lease expiring at Lady Day next.

Ordered that our Clerk do apply to Mr Blount his Lordship's Agent to learn if it would be renewed on the same terms and for what term, subject to determination in case the Mills should be removed and the depth of water reduced.

2 February 1865 (page 347)

Stafford Wharf Lease (4): Messers Dimmock & Comp^y having applied for a lease of the Wharf at Stafford now occupied by them at the Rent of £14 to any person who shall purchase their business.

Ordered that a lease be granted for 6 years from Lady Day next if the lease be approved of by this Company.

3 December 1874 (page 585)

River Sow (2): Ordered that Mr Markham write to the Town Clerk of Stafford, in reply to his letter of 13th November as to the state of the Towing Path of the River and Inform him that the public have no right of Road along the path.

4 February 1875 (page 589)

Stafford Water Bill (2): Our Clerk reported that he had written Mr Blount Lord Stafford's agent to ascertain whether his Lordship the Company's Lessor of the Sow, would oppose the Bill.

Ordered that a Petition be prepared and presented in case Lord Stafford declined to present a Petition.

1 April 1875 (page 591)

Stafford Water Bill (5): This Petition was not proceeded with as Lord Stafford had presented a (page 592) Petition and would oppose the Bill.

3 June 1875 (page 595)

Stafford River (4): On the application of the Borough Surveyor of Stafford for leave to take water from the Basin adjoining the Wharf for watering the streets.

Ordered that permission be given on payment of an acknowledgement of £1:0:0 a year.

6 January 1876 (page 610)

Stafford Borough Extension (3): The Clerk instructed to write the Town Clerk of Stafford with respect to clauses affecting the River Sow and to Lord Stafford's agent to ascertain whether Lord Stafford will take steps to protect the Navigation of the River.

6 April 1876 (page 615)

Stafford Wharves (2): Memorandum of terms for lease proposed by Earl Shrewsbury's Agent considered, and approved subject to certain alterations and our Clerk directed to discuss Lease on such alterations being assented to.

Stafford Borough Improvement Bill (4): The Clerk read a clause protecting the Navigation of the River Sow and Branch Canal which the Promoters had agreed with Lord Stafford to insert in the Bill.

1 June 1876 (page 617)

Stafford Wharves (4): Our Clerk reported that Lease to Earl Shrewsbury was executed by Lord Hatherton, Lord Wrottesley and Mr Ward the Trustees for the Company, and would be exchanged for counterpart, executed by Earl Shrewsbury forthwith.

RAIL 871/8 (November 1876 – March 1902)

2 October 1879 (page 71)

[(143) William Jones appointed General Manager]

3 June 1880 (page 86)

Stafford Corporation (179): Application received from the Stafford Borough Surveyor for permission for the Corporation to put in a Wharf on the Sow at Stafford and to load over the Towing Path.

Allowed on an annual acknowledgement of £2:0:0 and subject to an agreement being executed by the Corporation.

5 October 1882 (page 138)

William Sambrook Pension (287): William Sambrook being unable to work after 44 years service with the Company.

Ordered that a Pension of 7/- a week be granted.

4 December 1884 (page 183)

Lord Stafford. River Sow (379): Mr Jones reported an Interview and correspondence with Lord Stafford's Agent arranging terms for renewal of the Lease of the River Sow and Wharves etc as from Lady Day next, when the present Lease will expire, at a reduced rent of £120 per annum, Lord Stafford having recently died it was thought desirable that Mr Neve should write to the Solicitors pressing for the draft Lease.

8 April 1886 (page 209)

Lord Stafford River Sow (436): Mr Neve reported that the Lease from Lord Stafford had been executed, and presented the Counterpart Lease for signature by the Trustees of this Company named as Lessees and same was examined and ordered to be signed.

9 December 1886 (page 218)

Stafford Wharf Lease to Henry Belcher (456): The Lease of the Stafford Wharf and Basin to Mr Henry Belcher for seven years, renewable, at £100 a year rental was **(page 219)** approved and ordered to be signed by the Trustees of this Company.

14 March 1889 (page 269)

Stafford River (552): Mr Jones reported that the River Sow required dredging on account of the discharge of sewage from Stafford into the River and that the proposed arranging with the Corporation that this Company should dredge the River the Corporation paying £25 a year to cover the cost.

Ordered that this arrangement be approved and that Mr Jones inform Lord Stafford's Agent of what was proposed to be done.

9 May 1889 (page 274)

Stafford River (565): Mr Jones reported that he had arranged with the Stafford Corporation as to the dredging of the River in accordance with the Minutes passed 14 March and that the Corporation had agreed to pay £25 for the present year and subsequently £25 a year this Company doing the necessary work.

Letter was read from the Town Clerk confirming these terms and stating that a draft agreement would be prepared and sent for perusal.

8 June 1893 (page 367)

River Sow (715): The Manager reported a slip at the River Lock at the Junction of the Canal and the River Sow and the steps he had taken to amend the same.

The Manager reported an application made by the Stafford Theatre Company with the privity (?) of Lord Stafford's agent to rent a piece of land part of Bridge Meadow included in the lease from Lord Stafford to this Company required for the purpose of erecting a theatre.

Ordered that the Manager communicate with Lord Stafford's Agent the willingness of this Company to surrender the piece of land required on Lord Stafford giving this

Company a new lease of the River Sow and Wharves for a term equal to the unexpired term of the present Lease with power to this Company to renew for a further term and that the Manager at the same time endeavours to arrange with Lord Stafford for the rebuilding of the Wooden Bridge over the Penk which has become past repairing.

13 July 1893 (page 369)

River Sow (718): The Manager reported his interview with Lord Stafford's Agent with respect to a renewal of the Lease of the River Sow and the rebuilding of the wooden Bridge over the Penk at Baswich and he produced terms agreed between himself and Mr Sandy as to the Lease, which was approved, and ordered to be carried out and **(page 370)** stated that the rebuilding of the bridge was still under Mr Sandy's consideration.

17 August 1893 (page 371)

Stafford Salt & Alkali Company Limited (722): Application read from the Secretary of the Stafford Salt and Alkali Co. Limited for permission to lay a six inch Brine Main along the Towing Path of the Canal from the end of the Stafford Canal at Stafford to a piece of land on the east side of the Canal at Baswich now belonging to Mr Salt.

Ordered that the application be complied with on the terms of a way-leave (?) of £5 a year and a guarantee of ten thousand tons of traffic a year. The arrangement to be embodied in an agreement to be prepared by the Clerk and approved by the Committee.

17 August 1893 (page 372)

Letter read from A.Hall (723) a pointsman in the Railway who assisted this Company's man in putting in the stop planks when the breakage lately happened asking for some compensation owing to an injury to his back.

Ordered that £2 be given as compensation.

7 June 1894 (page 398)

Stafford Salt & Alkali Co Limited (765): Agreement ordered to be sealed prepared to carry out the terms of Minute of 17th August last.

18 September 1894 (page 410)

Stafford Salt & Alkali Co Ltd (780): Letters of the 27th August and 3rd September from the Secretary of the Salt Union Limited read, and the Manager's reply to the first letter. The Manager was directed to acknowledge receipt of the second letter and to say that he had nothing to add to the former reply.

8 November 1894 (page 413)

River Sow. Stafford Sewage (784): Letter read from the Borough Surveyor of Stafford as to laying down a line of Pipes along the Towing Path of the River from the Sanitary Depot to the Brick Bridge and thence over the River Bridge altogether about 543 yards.

The Manager was instructed to arrange a Meeting with the Surveyor and Lord Stafford's Agent as this Company being Lessees of Lord Stafford could not give permission or agree to terms without his Lordship's consent.

15 September 1896 (page 469)

River Sow, Stafford Corporation (891): The conveyance of Lamascote Farm from Lord Stafford and others to Stafford Corporation was brought before the Committee with Correspondence between our Clerk and Messers Hand & Co Town Clerks. The concurrence of the Trustees of this Company as Lessees of the River Sow was required in order that rights of uses of the Brick Bridge and Towing Path might be granted to the Corporation.

Ordered that the conveyance be executed by the Trustees the Corporation having undertaken to enter into an agreement to keep in repair the roadway over the Bridge and to repair any damage caused by their Traffic to the structure and also to repair any damage done to the Towing Path in case they should use the same for any other purpose than for embanking to prevent floods.

8 October 1896 (page 471)

Stafford Corporation. River Sow (895): Ordered that the supplemental Agreement with the Stafford Corporation be sealed.

20 March 1900 (page 536)

Baswich Schools (1024): Letter read from the Vicar. A subscription of £2:2:0 a year was resolved on.

10 January 1901 (page 558)

River Sow (1066): The Manager called attention to the term remaining unexpired in the Lease from Lord Stafford and was instructed to negotiate with his Lordship's agent for a renewed term.

RAIL 871/9 (April 1902 – April 1926)

14 May 1903 (page 34)

Stafford Corporation, River Sow and Wharf (60): Ordered that the Company's (page 35) Seal be affixed to Agreement with the Corporation for Sewer (Mains) easement under Stafford Wharf and the River Sow Towing Path at a Rental of £5 a year.

13 April 1905 (page 97)

River Sow and Wharf (203): The Manager was directed to enter into negotiations with Lord Stafford's Agent as to terms for renewal of the Company's Lease which would expire at Lady Day 1906.

11 May 1905 (page 99)

River Sow and Wharf (207): The Manager reported his interview with Lord Stafford's Agent and that he was now waiting to hear from him on terms for renewal of Lease.

19 September 1905 (page 106)

River Sow and Wharf (222): Letter from Lord Stafford's Agent read and considered.

14 December 1905 (page 114)

River Sow, Lord Stafford (231): Letter read from Lord Stafford's Agent on terms of renewal of Lease.

Ordered that the Manager reply accepting renewal on existing terms with a provision that any front land required for building proposals should be given up on six months notice at Lady Day or Michaelmas, the rent being reduced by the amount of rent for that time being received by the Company for the land so given up.

11 January 1906 (page 118)

River Sow, Lord Stafford (242): The Manager and Clerk reported an interview with Lord Stafford's Agent and that he accepted the terms for renewal of the Lease named in the Minutes of the 14 December with a proviso that the Lessors approval should be necessary to any further building on the front area.

8 February 1906 (page 120)

River Sow, Lord Stafford: (245) Letter received from Mr Sandy stating terms for Lease. Same approved.

20 March 1906 (page 122)

River Sow. Lord Stafford (257): Ordered that counterpart of Lease be sealed.

7 June 1906 (page 134)

A.Boulton & Co., Stafford Wharf (270): Draft Lease produced to give effect to the terms arranged by the Manager with Messers A Boulton & Co for their tenancy of the Office erections and Wharf on the River Sow at Stafford. The terms were approved and the Lease ordered to be sealed when prepared.

11 October 1906 (page 142)

Stafford Wharf, C.J.Nevitt Ltd (290): This Lease produced and ordered to be sealed.

17 September 1907 (page 170)

River Sow. St Thomas's Mill (349): The Manager and Captain Levett mentioned the matter of water caused by improper drawing of paddles and suggestions were made for the renting of the Mill by the Company from Lord Shrewsbury and an arrangement with the tenant for the management of the paddles. The Manager was to see the tenant in the first instance.

17 March 1908 (page 182)

St Thomas's Mill (372): The Manager reported that he had agreed with the tenant of the Mill to keep the sluices closed and attended to for £2:2:0 per annum.

14 January 1909 (page 196)

Captain Levett's Cottage at River Sow Lock (408): The Committee on the proposal of Captain Levett authorise negotiation with a view to terms for exchange by Leases or otherwise of Captain Levett's Cottage and garden for the Cottage and garden of the Company known as the Watch House at Berkswich.

10 October 1912 (page 271)

Stafford Wharf, C.J.Nevitt Ltd (591): An application by these Lessesses to underlet most of the land fronting Bridge Street for a term of seven years for a wooden erection as a place of public amusement was considered.

The Committee decided that it was not advisable to consent to the application having regard to the terms of the Lease from Lord Stafford.

River Sow Towing Path (593): The Manager named communications (**page 272**) from the Stafford Corporation and application for a contribution to the cost of repair of the Tow Path.

Ordered that no contribution be made and that a Notice Board be put on the Ladder Bridge stating that it was private property of the Canal Company.

14 November 1912 (page 275)

Stafford Corporation Lammascote, Lichfield Road (604): The Manager reported proposed construction of New Road crossing the River Sow and same approved.

8 May 1913 (page 283)

Stafford Wharf (631): Messers A.Boulton & Co. Tenants of part of the Wharf land on the River Sow having asked to leave to erect a building for storing agricultural implements the Manager to inform them that the Committee has no objection to a temporary cover being erected.

16 September 1913 (page 290)

C.J.Nevitt Ltd. Stafford Wharf (649): Letter read renewing application for the Company's consent to underletting for the purpose of a building as a Picture Theatre.

Ordered that consent be not given for the underletting proposed.

9 April 1914 (page 305)

Stafford Wharf (681): C.J.Nevitt's Lease – This matter was postponed.

14 May 1914 (page 306)

Towing Path at Stafford (685): The Committee made an offer of £10 towards repairs etc to Stafford Town Council.

Cottage at Berkswich (686): The exchange of this Cottage and Garden was agreed to with Captain Levett to pay the cost of both Conveyances.

11 February 1915 (page 318)

Captain Levett & the Canal Company (722): It was reported that the Deed of Exchange of the two cottages had been completed and the Order of the Board of Agriculture was passed.

10 February 1916 (page 336)

River Sow. Extension of Corporation Wharf Stafford (776): This was mentioned by the Manager and discussed and Mr Butler was directed to invite Mr Plant to meet him on the spot and suggest an increase in the present rental.

21 March 1916 (page 337)

River Sow. Extension of Corporation Wharf at Stafford (778): The Manager reported having had an interview with Mr Plant the Stafford Borough Surveyor when Mr Plant explained that the Corporation could not entertain any increase in the present rental, as the cost of getting their Road material by Canal was higher than the cost for Railway.

The Committee sanctioned the extension of the present wharfs at the existing rental.

14 June 1917 (page 358)

C.J.Nevitt Ltd., Stafford Wharf (846): Adjourned.

12 July 1917 (page 359)

C.J.Nevitt Ltd., Stafford Wharf (853): The Assignments duly executed and stamped was produced.

Drainage of Lands Order, River Sow (858): Letter from Messers Morgan & Co for Lord Shrewsbury. The Manager was instructed to take the opportunity of seeing Messers Morgan on appointment to discuss this matter.

11 July 1918 (page 382)

Navigation of River Sow & St Thomas's Mill (916): The Manager read and explained correspondence as to the Navigation.

8 August 1918 (page 384)

Cultivation of Lands Order (no.2) Re: Wharf land at Stafford (924): A letter was read from the Town Clerk of Stafford and Mr Butler's reply. Nothing further can be done.

Nevitt's Lease of Premises at Stafford. Mr Burgess's Application (925): To be left in the Manager's hands to negotiate terms for giving up the Lease by Nevitt with a view to leasing same to Burgess.

10 April 1919 (page 398)

Stafford Wharf Property (970): the Manager reported receiving notice from Lord Stafford's Agent that it was his Lordship's intention to resume possession on the 29th September 1919 of the land coloured red on the plan attached to the Lease made the 23rd day of March 1906 between the late Lord Stafford and the Company.

8 May 1919 (page 400)

River Sow (974): Letter read from the Town Clerk of Stafford as to proposal to abolish the weir on the River Sow which would have the effect of reducing the volume of water in the river. Letter in reply by the Manager also read and confirmed.

12 June 1919 (page 402)

(980) Decided to close canals on Sundays, in common with others.

14 August 1919 (page 406)

River Sow (993): This matter was raised by Captain Levett and further considered.

9 October 1919 (page 409)

Rivers Sow and Penk (997): Letter from Honorary Secretary to the War Agricultural Executive Committee read, as well as the General Manager's reply to same. The General Manager was instructed to write to Lord Stafford's Agent as to relinquishing the Lease if suitable terms could be arranged.

13 November 1919 (page 411)

Rivers Sow and Penk (1002): Correspondence read.

11 October 1923 (page 525)

Water Service from Lamescote Building Estate to the Stafford Sewage Farm (1275): Letter dated October 1st 1923 from the Stafford Borough Waterworks Engineer asking permission to lay a Water Service Pipe across the Brick Bridge over the River Sow to the Corporation Sewage Farm (Read).

Permission to cross to be granted subject to the Lease from Lord Stafford and on other terms to be arranged.

23 October 1923 (page 529)

Sow & Penk Drainage Board (1280): Letter from Mr A.C.Nevitt read, and the matter considered.

Ordered that the General Manager write to Mr Nevitt as to the position of their holding of the Navigation rights etc.

RAIL 871/10 (May 1926 – November 1941)

12 May 1927 (page 27)

(63) Claim for dilapidation by Lord Stafford on expiry of Lease of Stafford Wharf and Sow River.

Read and considered, and receipt acknowledged. Our General Manager to meet the Surveyor.

14 July 1927 (page 32)

(80) Claim for dilapidation by Lord Stafford on expiry of Lease of Stafford Wharf and the Navigation Rights in the River Sow.

Our General Manager reported the position of matters.

11 October 1928 (page 57)

Sow and Penk Drainage District (147): Notice dated September 1928 from the Sow and Penk Drainage Board that they will cease to carry on any further works as from May 25th 1928.

10 October 1929 (page 90)

Navigation of River Sow. Expired Lease with Lord Stafford (221): Our General Manager reported generally on the matter – and read a memorandum of interview with Mr H.H.Battle, town Clerk of Stafford at the Canal Office in Wolverhampton on October 2nd 1929 as follows:

Present: Mr H.H.Battle, Town Clerk of Stafford, Mr A.J.Butler and Mr Leslie Butler:

“Mr Battle called to discuss the repairs to the towing path of the River Sow and bridges across same and explained that the Corporation of Stafford had purchased the Sow River and certain properties along its banks and also informed us that the Corporation took over the lease between the Canal Company and Lord Stafford just before the expiry of the Lease and claimed that under the lease the Canal (page 91) Company they were entitled to have the towing path put into good repair as well as the Bridges across, and bank of the river. Mr Battle was informed right after a meeting with Messers Evans and Evans acting on behalf of Lord Stafford, and after the Lease had expired when the whole length of the towing path was jointly inspected as well as the Bridges. Mr Evans was informed that as to the Brick Bridge which carried a road over the River Sow that would be put in good order and that had been done. As regards other matters pertaining to the navigation of the Sow, as the navigation of the Sow had been destroyed for several years and of which the Agent for Lord Stafford is fully aware, and that as Lord Stafford did not appear to have the full right as to the navigation and was unable to prevent the Shrewsbury Estate from leasing the water out of the navigable portion of the Sow the Canal Company was seriously prejudiced and no doubt could hold the Lessors responsible for substantial damages.”
Which was approved.

14 November 1929 (page 94)

Navigation of River Sow. Expired Lease with Lord Stafford (229): The General Manager reported the stopping up of the “Gateway” or Junction with the River Sow Lock.

Lease with the Stafford Salt and Alkali Company Limited (230): for lines of pipes along the towing path of the Canal and over the Canal Bridge at Baswich. Our General Manager reported correspondence and his interview at the Canal Office with Mr Gibson, Managing Director of the Stafford Salt & Alkali Company Limited when Mr Gibson, notwithstanding, the sealed Agreement between the parties explained that the line of pipes was not laid along the Canal towing path according to the terms of the Agreement but laid in the bed of the Canal across to the Salt Works, and stated this was done by an arrangement with Mr Jones the Manager at that time. A new Agreement was authorised to be drafted to regularise the existing state of things.

12 December 1929 (page 98)

(243) Application from the Stafford Corporation for permission for the Public to use the Towing Path of the Canal between the Trumpet Inn at Radford and the River Sow at Baswich. Application refused.

[Other Points of Interest:

- (1) 12 December 1929 (page 97):** (240) Agreement in course of preparation.
- (2) 13 March 1930 (page 104):** (254) Sealing of agreement with the Alkali Co as to the Brine Pipe under and across the canal and towing path at Baswich.
- (3) 11 January 1934 (page 238):** (551) Lock Gates: estimated life of new Bottom Gate ~ 50/60 years, and Top Gate ~ 30/40 years.

(4) Staffordshire & Worcestershire Canal Company Agreement with Corporation of Stafford for a 12" cast iron pipe (sewer) under the Canal and Towing path at Baswich: sealed and signed 9 January 1936 (page 324) (718); also 12 September 1935 (page 308) (685), 10 October 1935 (page 311) (690) Legal sub-Committee and 10 October 1935 (page 313) (694).]

RAIL 871/11 (December 1941 – August 1948)

There were no entries relating to the Stafford Branch Canal / River Sow Navigation.

References

- 1 The records of the Staffordshire and Worcestershire Canal Company were transferred to the Public Record Office (now known as The National Archives) in April 1972 by the British Railways Board.

The following information is based on email correspondence with Graham Stanley (Information Management Consultant, The National Archives) dated 13 and 15 September 2011 following my initial enquiry on 5 September 2011 into when these records were deposited at the National Archives and by whom.

The entry on the National Archives Catalogue for the RAIL department code includes the following description under 'custodial history':

"Following nationalisation, the records of the 'big four' railway companies and their associated undertakings, together with the records of all canal companies, and other transport records relating to these companies and their functions, came under the aegis of the British Transport Commission (BTC). Between the years 1951 and 1962, the records of these companies, and of associated operations, under the aegis of the BTC were transferred to the British Transport Historical Records Office (BTHR) at Porchester Road London W2. In 1962, these records became the responsibility of British Railways Board, and in 1972, of the Public Record Office. In 1977, the BTHR Office was closed, and the British Railways Board Records Centre opened on the same site. The transfer of holdings of BTHR to the PRO began in the same year."

<http://www.nationalarchives.gov.uk/catalogue/displaycataloguedetails.asp?CATLN=1&CATID=241&SearchInit=4&SearchType=6&CATREF=rail>

This explains that custody of the records, including those of the Staffordshire and Worcestershire Canal Company, passed from the British Railways Board to the Public Record Office in 1972 (1 April, to be exact). There then seems to have been an extensive programme of assigning PRO references to this material (before being assigned the reference RAIL 871, the records of the

Staffordshire and Worcestershire Canal Company had the reference code STW in the BTHR system). Of the 1200 record series which required reclassification of this kind, 738 were complete by 31 Oct 1974 and this included all the canal company records in RAIL 800-887 (information given in progress reports held on file under the reference PRO 67/57). All of this work was in anticipation of the opening of the new Public Record Office at Kew and records in the RAIL series were amongst the first to be transferred here in 1977, as indicated in the Catalogue description above. The extent of the task in re-classifying, listing, labelling and re-boxing the BTHR material at Porchester Road must have meant that they were not included in the Transfer Register then held at the office at Chancery Lane, as would normally happen, which is why I could not find an entry in it for RAIL 871.

Whilst looking at the documents in RAIL 871, Graham Stanley found a dummy card for piece RAIL 871/3 which stated:

“Earliest committee minutes book not handed over with other records. August 1955.” The piece is still missing.

This would seem to indicate a more precise date at which the records were transferred from the custody of the BTC to the BTHR at Porchester Road.

- 2 The following information is based on email correspondence with Joanna Terry (Head of Archives, Staffordshire and Stoke on Trent Archive Service) dated 19 September 2011 following my initial enquiry on 13 September 2011 into when these records were deposited at the Staffordshire Record Office and by whom.

“The records have been with Staffordshire Record Office since the 1970s. The terms on which they were deposited requested that the depositor remains anonymous. As I am sure you will realise we must respect the confidentiality of the individual concerned.”

In 2012, it was serendipitous that I found myself speaking with the person who had deposited the Draft Minutes and they described how the Draft Minutes came into their possession.

Transcribed: July 1816 – July 1851 (RAIL 871/4 – RAIL 871/6) Elizabeth Jones.
(2010) July 1851 – August 1948 (RAIL 871/7 – RAIL 871/11) David Jones.

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