



ANNO DECIMO & UNDECIMO

VICTORIÆ REGINÆ.

Cap. cviii.

An Act to consolidate and amend the Acts relating to the *North Staffordshire* Railway Company, and to authorize certain Alterations of and the Formation of certain Branches and additional Works in connexion with their Undertaking.

[2d July 1847.]

WHEREAS Three Acts were passed in the last Session of Parliament, called respectively “The *North Staffordshire* Railway (*Pottery* Line) Act, 1846,” “The *North Staffordshire* Railway (*Churnet Valley* Line) Act, 1846,” and “The *North Staffordshire* Railway (*Harecastle and Sandbach* Line) Act, 1846:” And whereas by the first of the said recited Acts a Company was incorporated called “The *North Staffordshire* Railway Company,” and by the said Act and by the said other recited Acts Powers were given to such Company to construct the Railways therein and hereinafter more particularly described, and called respectively the *Pottery* Line, the *Churnet Valley* Line, and the *Harecastle and Sandbach* Line: And whereas an Act was passed in the First Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to consolidate and extend the Powers and Provisions of the several Acts relating to the Navigation from the Trent to the Mersey*, whereby

1 W. 4. c. 55.

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a Company was incorporated or re-formed for maintaining and supporting the several Canals and Branches mentioned in such Act, under the Name of “ The Company of Proprietors of the Navigation from the *Trent* to the *Mersey* :” And whereas by the said recited *North Staffordshire* Railway (*Pottery* Line) Act, 1846, all the Canals and Branches vested in the said Company of Proprietors of the Navigation from the *Trent* to the *Mersey*, under and by virtue of the last-recited Act, were transferred to and vested in the said *North Staffordshire* Railway Company, as from the Fifteenth Day of *January* last, and the said Company of Proprietors was declared to be then dissolved: And whereas it is expedient that the Provisions of the said recited Acts should be amended and consolidated, and that certain Parts of the said *Pottery* Line and *Churnet Valley* Line respectively should be altered as herein-after mentioned: And whereas it would be attended with Advantage to the Public if Branch Railways were made to connect the said *North Staffordshire* Railway with certain Iron Works in the County of *Stafford*, known respectively as the *Apedale* Iron Works and as *Earl Granville’s* Iron Works in the said County of *Stafford*, and also if a Branch or Loop Line of Railway from and to the said *Pottery* Line through *Burstlem* in the said County of *Stafford* were in like Manner made: And whereas the *North Staffordshire* Railway Company are willing to make such Alterations, Railways, and Works, if authorized by Parliament so to do: And whereas Three Acts were passed in the Session of Parliament held in the Eighth and Ninth Years of the Reign of Her present Majesty, one thereof called the Companies Clauses Consolidation Act, 1845, and another thereof called the Railways Clauses Consolidation Act, 1845, and the other thereof called the Lands Clauses Consolidation Act, 1845: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen’s most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act the said *North Staffordshire* Railway (*Churnet Valley* Line) Act, 1846, the said *North Staffordshire* Railway (*Harecastle and Sandbach* Line) Act, 1846, and the said *North Staffordshire* Railway (*Pottery* Line) Act, 1846, except so much of the last-mentioned Act as establishes and incorporates the said *North Staffordshire* Railway Company, or vests in the said Company the Navigation from the *Trent* to the *Mersey*, or any Houses, Warehouses, Buildings, Wharfs, Reservoirs, Lands, Tenements, Hereditaments, Rates, Tolls, Duties, Chattels, Property, or Effects, Rights, Powers, Privileges, or Authorities of the Company of Proprietors of the said Navigation, or as relates to the Dissolution or Continuation for certain Purposes of the said Company of Proprietors, or to the Indemnity of the Directors thereof, shall be and the same are hereby repealed: Provided always, that the repealing of the said Acts shall not revive any Acts or Provisions of any Acts by the said recited Acts repealed, or revive any Corporation thereby declared to be dissolved, and shall not annul or in anywise prejudice or affect any Purchase, Sale, Conveyance, Grant, Contract, Mortgage, Security, Act, Matter, or Thing whatsoever heretofore made, done, committed, or executed under or by virtue or in pursuance of or recognized and confirmed by the

Repeal of
the North
Staffordshire
Railway
Acts.

Not to affect
Purchases,
&c.

said repealed Acts or any of them, but all such Purchases, Sales, Conveyances, Grants, Contracts, Mortgages, Securities, Acts, Matters, and Things shall be and the same are hereby declared to be as good, valid, and effectual, to all Intents and Purposes, as if the said Acts had not been repealed.

II. Provided also, and be it enacted, That the repealing of the said Acts shall not cause an Abatement of any Action or Suit at Law or in Equity which at the Time of the passing of this Act was pending between the said *North Staffordshire* Railway Company and any other Person or Corporation, and shall not in any other Manner prejudice or affect the Remedies which at the Time of the passing of this Act the said Company had against any other Person or Corporation, or which any other Person or Corporation had against the said Company, for or in respect of any Debt, Contract, Liability, Penalty, Forfeiture, Trespass, Act, Matter, or Thing whatsoever previously contracted, incurred, committed, or done, or omitted to be done.

Not to abate
Actions, &c.

III. And be it enacted, That all Railways, Canals, Lands, Buildings, and Real Estate, and also all Personal Estate and Effects, which at the Time of the passing of this Act were vested in or belonged to the said *North Staffordshire* Railway Company, shall remain vested in and belong to them in as full and ample a Manner, and subject to all such and the same Liabilities, as they would have remained vested in and belonged to the said Company if this Act had not been passed.

Railways,
Canals, &c.,
to remain
vested in the
Company.

IV. And be it enacted, That the said Companies Clauses Consolidation Act, 1845, the said Lands Clauses Consolidation Act, 1845, and the said Railways Clauses Consolidation Act, 1845, shall, so far as they are not modified by or inconsistent with the Provisions of this Act, be incorporated with and form Part of this Act, and be applicable, so far as the Nature of the Subject will permit, to the said *North Staffordshire* Railway Company, and to the Railways, Canals, and Works vested in or hereby authorized to be made or completed and maintained by such Company, and to the Lands, Tenements, Hereditaments, and Personal Estate which such Company are now possessed of or may hereafter acquire under the Provisions of this Act, for any of the Purposes thereof.

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corporated
with this
Act.

V. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments and Pleadings, it shall be sufficient to describe it as "*North Staffordshire* Railway Act, 1847."

Short Title.

VI. And whereas the Capital which the said Company were authorized to raise under and by virtue of the said Three first-recited Acts for the Purposes of the Works thereby authorized was Two millions nine hundred thousand Pounds, and in addition to the said Sum the said Company were by the said Acts authorized to create such additional Shares and to raise such additional Sums as should be sufficient to pay to each Shareholder in the said Navigation from the *Trent* to the *Mersey* the Sum of Four hundred and fifty Pounds in respect of each Share held by him in that Undertaking, or otherwise to allot to

Capital.

to each such Shareholder in respect of each such Share Twenty-two Shares and the Half of another Share in the Capital of the *North Staffordshire* Railway Company, as the Price or Consideration for the Purchase of the Interest of such Shareholder in the said Navigation : And whereas in pursuance of the Powers last aforesaid Shares have been created in the Undertaking of the *North Staffordshire* Railway Company representing a paid-up Capital of One million one hundred and seventy thousand Pounds, which last-mentioned Shares are hereinafter called Preference Shares, and have been allotted amongst the several Proprietors in the said Undertaking of the Navigation from the *Trent* to the *Mersey* who have been willing to accept the same : And whereas the estimated Expence of making the new Railways and Works by this Act authorized is Three hundred thousand Pounds ; be it enacted, That the Capital of the said Company shall be Four million three hundred and seventy thousand Pounds, whereof the Sum of One million one hundred and seventy thousand Pounds shall be divided into Shares of the nominal Value of Twenty Pounds each, called Preference Shares, and the Remainder shall be divided into such Number of Shares and of such Amounts respectively as will allow of the same being distributed in manner herein-after provided.

Original Shareholders entitled to new Shares of same Amount.

VII. And be it enacted, That the several Persons who immediately before the passing of this Act were entitled to One or more Shares in the said *North Staffordshire* Railway Company shall be entitled to a like Number of Shares of the like Amount and Description, and with the like Rights and Privileges appertaining thereto, in the Capital of the said Company created by this Act aforesaid, and such last-mentioned Shares are hereby vested in such Persons accordingly, subject nevertheless to the same Trusts, Powers, and Liabilities, and no other, as the original Shares held by the same Persons were subject and liable to, and so as to give effect to and not to revoke any testamentary Disposition affecting such original Shares.

Number and Amount of Shares.

VIII. And be it enacted, That all Persons who at the Time of the passing of this Act may be Proprietors of Shares in the Undertaking of the *North Staffordshire* Railway Company, not being Preference Shares, shall be entitled to subscribe rateably in proportion to the Amount of Capital represented by the Shares so held by them for and towards the Capital of Three hundred thousand Pounds required for the Purposes of the new Works by this Act authorized, and such Capital shall be raised either by increasing the nominal Value of the Shares held by such Persons, and who may be willing so to subscribe as aforesaid, or by the Creation of new Shares : Provided always, that if any such Shareholders as last aforesaid shall neglect or refuse to subscribe for the said additional Capital by the Acceptance of Shares of such increased nominal Value as aforesaid, or by the Acceptance of such new Shares, for the Space of Fourteen Days after Notice of this Provision addressed to them by Post by the Secretary of the Company, then such new Shares as may not be so accepted shall be allotted amongst the several Persons who have subscribed towards the Execution of the said proposed new Works in proportion to their several Subscriptions.

IX. And

IX. And be it enacted, That the full Sum or Amount of Twenty Pounds shall be deemed to have been paid up on each of the said Preference Shares; and until the Railway from the *Macclesfield* Branch of the *London and North-western* Railway at *Macclesfield* to the *Trent Valley* Railway at *Colwich* (Part of the said *Pottery* Line) shall have been completed and opened in the Line or Course by the said first-recited Act and this Act authorized, or in such other Line or Course as Parliament may hereafter sanction, and until also the said Railway from the *London and North-western* Railway at *Macclesfield* to join the *Birmingham and Derby* Line of the *Midland* Railways (Part of the said *Churnet Valley* Line) shall also have been completed and opened, and further, until the Fifteenth Day of *January* or the Fifteenth Day of *July*, which shall first happen next after the Completion and opening of both the said last-mentioned Railways, the Proprietor of every Preference Share shall in respect thereof receive from and out of the Tolls and Receipts, and, if need be, from and out also of the Capital of the said Company, the yearly Sum of One Pound Six Shillings and Eight-pence, free of all Charges except the Income Tax, the Payment of such Sums to be made by Two equal half-yearly Payments, that is to say, on the Fifteenth Day of *January* and the Fifteenth Day of *July* in each Year, and the first half-yearly Payment thereof to be made on the Fifteenth Day of *July* which will be in the Year of our Lord One thousand eight hundred and forty-seven.

Interest payable on Preference Shares until Railway completed.

X. And be it enacted, That from and after the half-yearly Day of Payment next following the Completion and opening of both the said last-mentioned Railways the Proprietor of every such Preference Share shall be entitled in respect thereof to receive yearly by the like half-yearly Payments as aforesaid, from and out of the net Tolls and Receipts of the said Company, and before any Profits or Dividends shall be declared or become payable to the Proprietors of the ordinary Shares in the Undertaking of the said Company, the Sum of One Pound, free of all Charges except the Income Tax, the first half-yearly Payment of the said Sum of One Pound to be made on such of the said half-yearly Days of Payment as shall happen next after the Cesser of the said half-yearly Payment of One Pound Six Shillings and Eight-pence, and that the Residue of the said net Tolls and Receipts which shall remain after Payment of the said Sums of One Pound on each Preference Share shall be applicable as follows; that is to say, in the first place in Payment to the Holders of the ordinary Shares of the Undertaking hereby authorized of Dividends equal to Five Pounds *per Centum per Annum* on the Amount paid up on such Shares respectively, and in the next place in Payment to the Holders both of Preference Shares and ordinary Shares, rateably, of further proportionate Dividends thereon, according to the Amounts paid or accounted as paid up thereon respectively (the Holder of every Preference Share being credited for this Purpose with the Sum of Twenty Pounds as paid up thereon, and the Holder of every ordinary Share with the Amount actually paid up thereon), until the Holders of the said Preference Shares shall have received Dividends thereon equal to the Sum of One Pound Six Shillings and Eight-pence *per Share*, inclusive of the said Sum of One Pound *per Share*, such

Interest payable on Preference Shares after Railway completed.

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Dividends

Dividends to be also inclusive of the said Income Tax: Provided always, that all the Residue, if any, of the said net Tolls and Receipts which shall from Time to Time remain after making all such Payments and Dividends as aforesaid shall belong wholly to the Holders of the ordinary Shares only, and shall be distributed among them as Dividends accordingly.

Calls.

XI. And be it enacted, That Five Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls.

Interest not to be paid on Calls paid up.

XII. And be it enacted, That it shall not be lawful for the said Company, out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in the Companies Clauses Consolidation Act, 1845, in that Behalf contained; provided also, that nothing herein-before contained shall be deemed to prevent the said Company from paying Interest in respect of the said Preference Shares as herein-before mentioned.

Deposits for future Bills not to be paid out of the Capital of the Company.

XIII. And be it enacted, That it shall not be lawful for the said Company, out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway or execute any other Work or Undertaking.

Power to borrow Money on Mortgage.

XIV. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sum not exceeding in the whole the Sum of One million four hundred and fifty thousand Pounds; but no Part of such Sum shall be borrowed until the whole of the Sum of Four million three hundred and seventy thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Number and Qualification of Directors.

XV. And be it enacted, That the Number of Directors shall be Twenty-four, and that Three of such Directors shall at all Times be selected from among the Holders of the Shares designated Preference Shares, and the Qualification of each of such Three Directors shall be the Possession in his own Right of One hundred Preference Shares, and the Qualification of all other Directors shall be the Possession by each in his own Right of ordinary Shares of the said Company

pany representing not less than Two thousand Pounds of the Capital of the Company.

XVI. And be it enacted, That it shall be lawful for the Company to increase or reduce the Number of Directors, provided that the increased Number do not exceed Twenty-five, and the reduced Number be not less than Nine, and so that Three of such Directors be respectively always Holders of such Number as aforesaid of the said Preference Shares.

Power to vary the Number of Directors.

XVII. And be it enacted, That the Directors of the Company, and the Chairman and Deputy Chairman of such Directors, shall be the Persons who at the Time of the passing of this Act were such Directors thereof, and such Chairman and Deputy Chairman.

Directors.

XVIII. And be it enacted, That the Directors shall continue in Office until the first Ordinary Meeting to be held after the passing of this Act, and at such Meeting Four of such Directors shall go out of Office, and the Shareholders present, personally or by Proxy, shall elect Four Directors in their Stead, the Directors so going out being re-eligible for Office; and at the first Ordinary Meeting to be held in every Year thereafter Four Directors shall annually go out of Office, and the Shareholders present, personally or by Proxy, shall elect Four Directors in their Stead, the Directors so going out being re-eligible for Office: Provided always, that until the Directors appointed by this Act shall have gone out of Office the Individuals annually to retire shall in case of Disagreement be determined by Ballot amongst themselves.

How long first Directors to continue in Office.

XIX. And be it enacted, That when all the Directors appointed by this Act shall have gone out of Office, then, at the first Ordinary Meeting to be holden in every subsequent Year, such Four Directors who have been longest in Office shall cease to be Directors, and their Places shall be supplied in like Manner; and in every Case the Directors so retiring, being duly qualified, shall be re-eligible for Office.

Permanent Rotation of Directors.

XX. And be it enacted, That a Quorum of the Meeting of the Directors shall be Four, and a Quorum of the Meeting of the Shareholders shall be Thirty.

Quorum.

XXI. And be it enacted, That the Number of Shareholders who shall be competent to require the Directors to call an Extraordinary Meeting of the Company, or who, in default thereof, shall be competent to call such Meeting, shall be Thirty holding in the aggregate Two thousand Shares.

Shareholders may call Extraordinary Meetings.

XXII. And be it enacted, That wherever in this Act the Expressions "the *Trent and Mersey* Navigation," or "the Navigation," shall occur, the same shall be construed to mean and comprise all the Canals, Branches, Railways, and other Works which formerly belonged to the said Company of Proprietors of the Navigation from the *Trent* to the *Mersey*, and became vested in the said *North Staffordshire* Railway

Interpretation of "Trent and Mersey Navigation," and "the Railway."

Railway Company under and by virtue of the said "*North Staffordshire Railway (Pottery Line) Act, 1846*;" and wherever in this Act the Expression "the Railway" shall occur, the same shall be held to include the Railways, Branch Railways, and Works authorized to be carried on and completed or made by the said *North Staffordshire Railway Company* under the Powers of this Act; unless there be something in the Subject or Context repugnant to such Construction.

Powers, &c.
of Trent
and Mersey
Navigation
Company
extended to
Railway
Company.

XXIII. And be it enacted, That all the Powers, Authorities, Rights, Privileges, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Clauses, Matters, and Things contained in the said recited Act relating to the Navigation from the *Trent* to the *Mersey* shall (with reference to such Works, Matters, and Things as have been or might have been made, done, or claimed thereunder by the Company of Proprietors of the said Navigation in anywise in relation to their said Undertaking if the said *North Staffordshire Railway (Pottery Line) Act, 1846*, had not been passed, and save only so far as the same or any of them are inconsistent with the Provisions and Purposes of this Act, or are hereby expressly repealed or altered, and subject to the Provisions herein-after contained,) be, from and after the passing of this Act, borne, executed, done, performed, and observed by and be applied and applicable to the said *North Staffordshire Railway Company*, their Directors, Officers, Agents, and Servants, in every respect, and as fully and effectually, to all Intents and Purposes, as if the Name of the *North Staffordshire Railway Company* had in every Case been written or inserted in the said recited Act relating to the said Navigation, in lieu or instead of the Name of the Company of Proprietors of the Navigation from the *Trent* to the *Mersey*.

For Main-
tenance of
the Trent
and Mersey
Navigation.

XXIV. And be it enacted, That the said *North Staffordshire Railway Company*, or other the Owner or Owners, Proprietor or Proprietors for the Time being of the said *Trent and Mersey* Navigation, shall and they are hereby required for ever hereafter, at their own Costs and Charges, to keep, repair, support, and maintain the same, and the several Branches, Extensions, and Diversions thereof, and the several Railways, Reservoirs, Tunnels, Towing Paths, Lands, Buildings, and Works belonging thereto, well and sufficiently repaired, dredged, cleansed, and scoured, and in good Order and Condition, for the Purposes of the said Navigation, save only so far as any Parts of the said *Trent and Mersey* Navigation shall be applied for the Purposes of any of the said *North Staffordshire* Railways authorized to be made by the said recited Acts of the last Session of Parliament or by this Act; and in case the said *North Staffordshire Railway Company*, or other such Owner or Owners, Proprietor or Proprietors of the said *Trent and Mersey* Navigation, shall not at all Times hereafter repair, maintain, and support the same Canal, and the said several Branches, Extensions, and Diversions thereof, and the several Railways, Reservoirs, Tunnels, Towing Paths, Lands, Buildings, and Works belonging thereto, then and in every such Case it shall and may be lawful for the Trustees of the Duke of *Bridgewater* to repair and maintain the said Navigation, and the said Branches, Extensions,
and

and Diversions thereof, and the said Works belonging thereto; and all the Costs and Charges thereof shall be paid to the said Trustees within the Space of Two Calendar Months after an Account and Demand thereof shall have been delivered and made to or left at any of the Offices of the said Company or their Secretary for the Time being, or at the usual Place of Abode of the other Proprietor or Proprietors for the Time being of the said Canal, or his or their Agent; and upon the Failure or Neglect of the said Company or other such Proprietor or Proprietors as above mentioned to pay the said Costs and Charges, it shall and may be lawful for the said Trustees to recover such Costs and Charges by Action at Law, to be commenced by the said Trustees against the said Company, or the said other Proprietor or Proprietors, in any of Her Majesty's Courts of Law at *Westminster*.

XXV. And be it enacted, That the said *North Staffordshire* Railway Company, or other the Owner or Owners, Proprietor or Proprietors for the Time being of the said *Trent and Mersey* Navigation, shall and are hereby required to preserve the Supplies of Water to the said Canal, and the several Branches, Extensions, and Diversions thereof, as amply as they now are and have heretofore been usually maintained, so that the Navigation of the said Canal, and the several Branches, Extensions, and Diversions thereof, shall at all Times be kept open and navigable for all Persons desirous to use and navigate the same, save and except so far as the Parts of the said Canal shall be applied for the Purposes of the said last-mentioned Railways, as shown in the Plans deposited as herein-after mentioned.

Providing for Supply of Water to *Trent and Mersey* Navigation.

XXVI. And be it enacted, That all Conveyances, Contracts, Agreements, Obligations, Bonds, Covenants, Liabilities, and Securities made or entered into, to, with, by, or for the said Company of Proprietors of the Navigation from the *Trent* to the *Mersey*, prior to the Fifteenth Day of *January* last, or renewed or confirmed by the said Act relating to the last-mentioned Company, to, for, or against the same Company, shall (subject to the Provisions in this Act contained) be and remain as good, valid, and effectual, for or against or with reference to the said *North Staffordshire* Railway Company, to all Intents and Purposes as if the last-mentioned Company had been Party to and had executed the same, or had been named or referred to therein or been liable thereto, instead of the said Company of Proprietors of the Navigation from the *Trent* to the *Mersey*.

Effect of Conveyances &c. of or to *Trent and Mersey* Navigation Company extended to Railway Company.

XXVII. And be it enacted, That all Rights of Action and other Rights which had accrued to or against the said Company of Proprietors of the said Navigation prior to the said Fifteenth Day of *January* last shall (subject to the Provisions in this Act contained) be and remain as good, valid, and effectual, to, for, or against the *North Staffordshire* Railway Company, to all Intents and Purposes as if the same had accrued to, for, or against the last-mentioned Company.

Rights of Action by or against *Trent and Mersey* Navigation.

XXVIII. And be it enacted, That every Purchase, Sale, Conveyance, Grant, Lease, Agreement, Security, Right, Liability, Privilege,
 [Local.] 15 Q Act, of *Trent and Mersey* Navigation Company

binding on
Railway
Company.

Act, Matter, or Thing whatsoever, already made, done, executed, granted, incurred, obtained, transacted, commenced, or instituted under or by virtue or in pursuance of the said recited Act relating to the said Navigation, or otherwise, by, to, for, on behalf of, against, or in respect of the said Company of Proprietors of the said Navigation, prior to the Fifteenth Day of *January* last, shall (subject to the Provisions in this Act contained) be, from and after the passing of this Act, as good, valid, and effectual, to all Intents and Purposes whatever, by, to, for, on behalf of, against, or in respect of the *North Staffordshire* Railway Company, as the same would have been by, to, for, on behalf of, against, or in respect of the said Company of Proprietors of the said Navigation, and shall and may (subject as aforesaid) be executed, done, performed, continued, and enforced by, to, for, on behalf of, against, or with respect to the said *North Staffordshire* Railway Company, under the Provisions and Regulations of the said recited Act relating to the said Navigation, or any of them, as fully and effectually as the same could or might have been by, to, for, on behalf of, against, or with respect to the said Company of Proprietors of the said Navigation if this Act had not been passed.

For the
Protection of
the Rights
of certain
Mine
Owners.

XXIX. And be it enacted, That all the Powers, Privileges, Rights, Liabilities, Engagements, Obligations, Payments, Remedies, Acts, Matters, and Things which if this Act or the said repealed Acts, or any of them, had not been passed, might, could, or ought at the Time of or at any Time or Times after the passing of the said Acts or this Act to have been done, executed, paid, borne, observed, performed, commenced, or carried on under or by virtue or in pursuance of the said recited Act relating to the Navigation from the *Trent* to the *Mersey*, with reference to any Mine or Mines, Mineral or Minerals, in or under any Lands within the Space or Distance of Forty Yards from the Tunnels through *Harecastle Hill* in the County of *Stafford*, mentioned in the said last-mentioned Act, or in or under the same Tunnels or either of them, or in or under the Lands within the Space between the same Tunnels, or near to or under any Part of the Canals, Railways, and Works by the said last-mentioned Act authorized to be made or maintained, or to any other Mine or Mines, Mineral or Minerals, specified, mentioned, or referred to in and by the said last-mentioned Act, by, against, to, for, on behalf, or in respect of the Company of Proprietors of the said Navigation, shall and may be done, executed, paid, borne, observed, performed, commenced, or carried on, by, against, to, for, on behalf, or in respect of the *North Staffordshire* Railway Company, in every respect, and as fully and effectually, to all Intents and Purposes, and all the Clauses and Provisions contained in the said last-mentioned Act, relating to such Mines or Minerals, shall be applied and applicable, in such and the same Manner as would have been the Case if the said repealed Acts or this Act had not been passed, and the Name of the *North Staffordshire* Railway Company had in every Case been written or inserted in the said Act relating to the said Navigation in lieu or instead of the Name of the Company of Proprietors of such Navigation; and the Clauses and Provisions contained in "The Railways Clauses Consolidation Act, 1845," so far as the same relate or would otherwise relate to such Mines and Minerals,

Minerals, are hereby excepted out of and declared not to be applicable to this Act.

XXX. And be it enacted, That the maximum Tolls and Charges which it shall be lawful for the Company to demand, receive, take, or recover, for or in respect of any Goods, Wares, Merchandize, or other Articles or Things conveyed upon or along the said Navigation or any Part thereof, shall not exceed the Tolls and Charges specified in the Schedule (A.) hereunto annexed; and the Company shall not, by any Difference of Toll or Charge on the said Navigation and on the Railway, give or allow any Preference or Advantage to or in respect of Goods, Wares, and Merchandize to be from Time to Time carried on the said Railway, exceeding or other than such as they shall give or allow to or in respect of Goods, Wares, and Merchandize carried on the said Navigation or any Part thereof.

Tolls.

Charges on Canals not to be higher than Charges on Railways.

XXXI. And be it enacted, That if at any Time Complaint shall be made to the Commissioners of Railways appointed or to be appointed under and by virtue of an Act passed in the last Session of Parliament, intituled *An Act for constituting Commissioners of Railways*, that the Amount of the Tolls, Rates, or Duties received or claimable by the said Railway Company by virtue of this Act, for or in respect of the said Navigation or any Part thereof, or of the several Vessels, or Articles, Matters, or Things, which shall be navigated, carried, or conveyed in, upon, or along the same or any Part thereof, is such as with reference to the Tolls taken and Carriage charged on the Railway to operate prejudicially to the Persons using the said Navigation, it shall be lawful for the said Commissioners, from Time to Time when and as such Complaints shall be made, to examine and inquire, or to appoint some competent Person to examine and inquire into such Complaint and the Grounds thereof, and after such Examination had to make such Regulations from Time to Time as the said Commissioners shall think fit with respect to the Amount of all or any of the Tolls, Rates, and Duties which shall be received or claimable by the said Company for or in respect of the said Navigation or any Part thereof, in respect of all or any of the Vessels, or Articles, Matters, or Things, which shall be navigated or carried or conveyed thereon, and by such Regulations to impose such Conditions and Restrictions with regard to the Amount of all or any Part of such Tolls, Rates, and Duties as the said Commissioners shall think fit, having regard to the Tolls levied on the said Railway; and every such Regulation, on being published in the *London Gazette*, shall be binding upon the said Railway Company; and such Tolls, Rates, and Duties only as may be fixed thereby shall be recoverable by them, until such Regulation be revoked or altered by the said Commissioners.

For regulating Tolls upon the Canal. 9 & 10 Vict. c. 105.

XXXII. And whereas Frauds are frequently committed by Persons navigating Boats on the Canals authorized to be maintained by the said recited Act of the First Year of the Reign of King *William* the Fourth, without Indexes, or having false Indexes on their Boats, and by altering, defacing, displacing, and loosening the Indexes directed by the said Act to be fixed upon their Boats; be it therefore enacted, That as well every Owner as also every Person navigating, having

Penalty for carrying false Index on Boats.

having the Care of, or who shall conduct any Boat, Barge, or other Vessel upon or along the said Canals or any Part thereof respectively, without having a true and perfect Index fixed and well secured on each external Side thereof, so as to be always open to View, and to show by a graduated Scale the Weight of the Goods or other Articles contained therein, or who shall fix or permit or suffer to remain upon any Boat, Barge, or other Vessel any false Gauge or Index, or shall alter any Index, or suffer the same to be raised or lowered, or loose or in an improper Position, shall forfeit and pay any Sum of Money not exceeding Five Pounds for every such Offence, which Penalty or Forfeiture shall be recovered in the same Manner as Penalties and Forfeitures are by the said last-recited Act directed to be recovered where the Manner of convicting the Offenders is not therein particularly directed.

Boat Owner or Master to produce Boatmen, or to pay the Penalty which they have incurred.

XXXIII. And be it enacted, That when any Complaint shall be made before any Justice of the Peace against any Boatman or Person navigating or having the Care of any Boat or other Vessel upon the said Navigation or any Part thereof, for any Offence committed by him against the Provisions of the said recited Act of the First Year of the Reign of King *William* the Fourth, or of this Act, or of any Order or Regulation made in pursuance thereof, it shall be lawful for such Justice, if he shall think proper, forthwith to summon the Owner or Master of such Boat or Vessel to produce before him or such other Justice of the Peace as shall then be present the Boatman or other Person by whom such Offence was committed, to answer such Complaint; and in case such Owner or Master, after being duly summoned, shall fail to produce such Boatman or other Person, it shall be lawful for the Justice of the Peace before whom such Boatman or other Person shall be produced (if he shall think fit) to proceed, in the Absence of such Boatman or other Person, to hear and determine the Case in the same Manner as if he had been produced, and to adjudge Payment by the Owner or Master of any Penalty or Sum of Money and Costs in which such Boatman or other Person shall be convicted, which Penalty or Sum of Money and Costs shall be recoverable from the said Owner or Master and applicable in the same Manner as the same is or would have been recoverable and applicable from the said Boatman or other Person convicted; and any Sum which shall be so paid by the Owner or Master shall be recoverable in a summary Way from the Boatman or other Person by whose Default such Sum shall have been paid, upon Proof of Payment thereof pursuant to the Order of the Justice, and upon Proof that the Owner or Master summoned had caused to be given to such Boatman or other Person navigating or having the Care of any Boat or Vessel, or had left at his last known Place of Abode, a written Notice of the Time and Place when and where such Boatman or other Person had been so required to attend.

Power to complete Railways authorized by repealed Acts.

XXXIV. And whereas Plans and Sections of the Railways authorized by the said repealed Acts showing the intended Lines and Levels of such Railways respectively, and also Books of Reference containing the Names of the actual or reputed Owners and Lessees and of the Occupiers of the Lands through which the same respectively

tively were intended to pass, were deposited with the respective Clerks of the Peace for the Counties of *Chester* and *Stafford* and *Derby* previous to the last Session of Parliament: And whereas the Undertaking called the *Pottery* Line consisted of a Railway from the *Macclesfield* Branch of the late *Manchester and Birmingham* (now *London and North-western*) Railway at or near *Macclesfield* in the County of *Chester*, to join the Line of the *Trent Valley* Railway in the Parish of *Colwich* in the County of *Stafford*, together with a Branch Railway therefrom to *Crewe* in the County of *Chester*, and to join the late *Grand Junction* (now *London and North-western*) Railway, and also a Branch Railway to *Newcastle-under-Lyne* and *Silverdale* in the said County of *Stafford*, and another Branch to join the said late *Grand Junction* Railway, and the Line of Railway projected therefrom to *Shrewsbury*, in the Parish of *Chebsey* in the said County of *Stafford*, but the Company were restricted by the said recited Act relating to the said *Pottery* Line from making or maintaining so much thereof as formed the Westernmost Line laid down on the said Plans relating thereto at or near *Macclesfield*, and called on such Plans the Alternative Line: And whereas the Undertaking called the *Churnet Valley* Line consisted of a Railway from the said *Macclesfield* Branch of the late *Manchester and Birmingham* Railway at or near *Macclesfield* aforesaid to join the *Birmingham and Derby* Line of the *Midland* Railway in the Parish of *Willington* in the County of *Derby*, and also in the Parish of *Burton-on-Trent* in the County of *Stafford*, and also a Branch Railway from the last-mentioned intended Railway in the Parish of *Uttoxeter* in the County of *Stafford* to *Stoke-upon-Trent* in the same County, but the Company were restricted by the said recited Act relating to the said *Churnet Valley* Line from making or maintaining so much thereof as formed the Westernmost Line laid down on the said Plans relating thereto at or near *Macclesfield*, and called on such Plans the Alternative Line A. B.: And whereas the Undertaking called the *Harecastle and Sandbach* Line consisted of a Railway in connexion with that Part of the said *Pottery* Line between the *Macclesfield* Branch of the late *Manchester and Birmingham* Railway near *Macclesfield* and the *Trent Valley* Railway near *Colwich* aforesaid, from or from near the Tunnel known as the *Harecastle* Tunnel on the Navigation from the *Trent* to the *Mersey* to join the said late *Manchester and Birmingham* Railway at or near *Sandbach* in the County of *Chester*; be it enacted, That the said Plans, Sections, and Books of Reference shall remain with and be kept by the said Clerks of the Peace respectively, and that, subject to the Provisions and Powers of Deviation in the said Lands and Railways Clauses Consolidation Acts and in this Act contained, and except as herein-after excepted, it shall be lawful for the Company to make or complete and maintain the said Railways, as the same are described in the said repealed Acts, in, through, and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels described on the said Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for the Purpose.

XXXV. Provided always, and be it enacted, That it shall not be lawful for the said Company to make or maintain those Parts of the

[Local.]

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Certain Parts
of the Pot-
tery Line
said

and Churnet Valley Line not to be made.

said Railways herein-before described as the *Pottery* Line and *Churnet Valley* Line which they were restricted from making as aforesaid by the said recited Acts relating to those Lines respectively.

Power to abandon Parts of Pottery and Churnet Valley Lines.

XXXVI. And be it enacted, That it shall be lawful for the said Company and they are hereby required to alter and abandon the Formation of so much of the said Railways as are herein-after more particularly described, and to substitute other Lines in lieu thereof; that is to say, so much of the said *Pottery* Line, or the Railway known as the *Crewe* Branch thereof, as lies between a Point in or near to a Field in the Parish of *Barthomley* and County of *Chester* numbered 261 on the Plans of the said *Pottery* Line deposited as aforesaid and the Terminations of the said *Crewe* Branch (as shown on the same Plans) at or near the *Crewe* Station on the *London and North-western* (late *Grand Junction*) Railway in the said Parish of *Barthomley*, and so much of the said *Churnet Valley* Line as lies between a Point in or near a certain Field in the Parish of *Marston-on-Dove* and County of *Derby* numbered 129 on the Plans of the said *Churnet Valley* Line deposited as aforesaid and the Point of Junction with the *Birmingham and Derby* Line of the *Midland* Railway in the Parish of *Willington* and County of *Derby* near the *Willington* Station of that Railway as shown on the last-mentioned Plans, and thereon described as the Point of Junction with the *Midland* Railway West Branch.

Power to abandon Parts of Navigation.

XXXVII. And be it enacted, That it shall be lawful for the Company hereby incorporated to discontinue as a Canal, and to appropriate to the Formation of the said Railway, all or any Part of the said Navigation from the *Trent* to the *Mersey* known as the *Caldon* Canal, which is situate between *Froghall* in the Parish of *Ipstones* in the County of *Stafford* and the Town of *Uttoxeter* in the said County of *Stafford*.

Re-enacting Power to cross certain Highways on the Level.

XXXVIII. And be it enacted, That it shall be lawful for the Company to carry the said Railways on the Level across the several Highways numbered respectively on the said Plans as herein-after mentioned; that is to say,

With respect to the said *Pottery* Line, the Highways numbered respectively 308, in *Prestbury*; 7, 18, 130, in *Wolstanton*; 154, 281, 369, 403, in *Astbury*; 26, 81, 137, in *Stoke-upon-Trent*; 22, in *Barlaston*; 66, 78, 172, 268, 359, 395, in *Stowe*; 33, 53, 58, in *Weston-upon-Trent*; 9, 12 a, 19, in *Stowe*; 1 a, 11 a, in *Colwich*; 285, 313, 343, 449, in *Barthomley*; 10, in *Keele*:

With respect to the said *Churnet Valley* Line, the Highways numbered respectively 308, in *Prestbury*; 120, 134, 164, in *Cheddleton*; 55 a, in *Cheadle*; 25, 58, 119, in *Rocester*; 66, 100, in *Hanbury*; 63, 101, in *Scropton*; 41, 82, in *Marston-on-Dove*; 65, 131, in *Egginton*; 84, in *Burton-upon-Trent*; 55, in *Stoke-upon-Trent*; 86, in *Caverswall*; 17, 20, 38, in *Dilhorne*; 29, 56, in *Draycot-on-the-Moors*; 27, 63, in *Leigh*; 24, in

24, in *Bramshaw*; 85, 173, 266 a, 278, 287, and 358, in *Uttoxeter* :

With respect to the *Harecastle and Sandbach* Line, the Highways numbered respectively 20, in *Church Lawton*; 111, 270, 306, and 317 in *Sandbach*.

XXXIX. And be it enacted, That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Points where the said Railway crosses the before-mentioned Roads on the Level; and the said Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Commissioners of Railways; and if the said Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Company to erect a Station or Lodge at the Points of crossing, and to abide by the Regulations of the Commissioners of Railways.

XL. Provided always, and be it enacted, That it shall be lawful for the Commissioners of Railways appointed under and by virtue of an Act passed in the last Session of Parliament, intituled *An Act for constituting Commissioners of Railways*, at any Time after the Expiration of Twelve Calendar Months from the opening of any of the said Lines of Railway, to require and direct the Company, within such Time and in such Manner as the said Commissioners may appoint, to carry any or either of the said Roads either under or over the Part of the Line so opened which shall be crossed thereby, by means of a Bridge or Arch, in lieu of crossing the same on a Level.

Commissioners of Railways may require a Bridge in lieu of level Crossing.

XLI. And be it enacted, That as regards the Roads numbered as herein after mentioned on the Plans deposited as aforesaid it shall be lawful for the Company to make the Inclinations of such Roads when altered as follows; (that is to say),

As to the Inclination of certain Roads.

With respect to the said *Pottery* Line :

The Inclination of the Road Number 572 in *Prestbury* may be One Foot in Thirteen Feet :

The Inclination of the Road Number 65 in *Stoke-upon-Trent* on the Easterly Side of the Railway may be One Foot in Twenty Feet: Provided always, that the Inclination of such Road on the Westerly Side of the Railway shall not be greater than One Foot in One hundred Feet :

The Inclination of the Road Number 108 in *Stoke-upon-Trent* on the Easterly Side of the Railway may be One Foot in Twenty-five Feet :

The Inclination of the Road Number 19 in *Sandon* on the Westerly Side of the Railway may be One Foot in Twenty Feet :

The Inclination of the Road Number 67 in *Stowe* and 53 a in *Colwich* on the Westerly Side of the Railway may be One Foot in Fourteen Feet :

The

The Inclination of the Road Number 137 in *Stoke-upon-Trent* on the Easterly Side of the Railway may be One Foot in Fifteen Feet :

The Inclination of the Road Number 69 in *Church Lawton* may be One Foot in Twenty-one Feet :

With respect to the *Churnet Valley Line* :

The Inclination of the Road Number 177 in *Stoke-upon-Trent* may be One Foot in Nineteen Feet :

The Inclination of the Road Number 24 in *Bramshall* may be One Foot in Twenty Feet :

With respect to the *Harecastle and Sandbach Line* :

The Inclination of the Road Number 47 in *Church Lawton* may be One Foot in Twenty-one Feet :

The Inclination of the Road Number 111 in *Sandbach* may be One Foot in Twelve Feet :

The Inclination of the Road Number 65 in *Sandbach* may be One Foot in Twelve Feet.

Provisions
as to certain
Bridges.

XLII. And be it enacted, That the several Bridges to be erected for the Purpose of carrying the Railway over the Roads numbered as herein-after mentioned in the Plans deposited as aforesaid may be built in conformity with the following Regulations ; (that is to say,)

With respect to the *Pottery Line* :

As regards the Road Number 901 in *Prestbury*, the Width and Height of the Arch shall be such as to leave thereunder from the Surface of the Road a clear Height of not less than Thirteen Feet for the clear Space of not less than Twenty-five Feet :

As regards the Road Number 903 in *Prestbury*, the Width and Height of the Arch shall be such as to leave thereunder from the Surface of the Road a clear Height of not less than Ten Feet for the clear Space of not less than Twenty-five Feet :

As regards the Road Number 866 in *Prestbury*, the Width and Height of the Arch shall be such as to leave thereunder from the Surface of the Road a clear Height of not less than Twelve Feet for the clear Space of not less than Eighteen Feet :

As regards the Road Number 6 in *Wolstanton*, the Width and Height of the Arch shall be such as to leave thereunder a clear Height from the Surface of the Road of not less than Eleven Feet for a clear Space of not less than Thirty-five Feet :

As regards the Road Number 65 in *Stoke-upon-Trent*, the Width and Height of the Arch shall be such as to leave thereunder a clear Height from the Surface of the Road of not less than Fifteen Feet for a clear Space of Thirty-five Feet :

As regards the Road Number 22 in *Colwich*, the Width and Height of the Arch shall be such as to leave thereunder a clear Height from the Surface of the Road of not less than Eleven Feet for a clear Space of not less than Twenty-five Feet :

With respect to the *Churnet Line* :

As regards the Road Number 901 in *Prestbury*, the Width and Height of the Arch shall be such as to leave thereunder from the

the Surface of the Road a clear Height of not less than Thirteen Feet for the clear Space of not less than Twenty-five Feet :
 As regards the Road Number 903 in *Prestbury*, the Width and Height of the Arch shall be such as to leave thereunder from the Surface of the Road a clear Height of not less than Ten Feet for the clear Space of not less than Twenty-five Feet :
 As regards the Road Number 866 in *Prestbury*, the Width and Height of the Arch shall be such as to leave thereunder from the Surface of the Road a clear Height of not less than Twelve Feet for the clear Space of not less than Eighteen Feet.

XLIII. And be it enacted, That with respect to the *Pottery* Line the Company shall, in addition to the Bridge to be erected over the said Road Number 6 in *Wolstanton*, make and maintain by the Side of such Bridge a Road not less than Fifteen Feet in Width to cross the Railway on the Level. Level Crossing to be made in addition to Bridge in Wolstanton.

XLIV. And whereas Plans and Sections of the new or altered Lines of Railway intended to be made instead of the Parts of the *Pottery* Line and *Churnet Valley* Line herein-before authorized to be abandoned, and also Plans and Sections of the proposed new Railways or Branch Railways herein-before referred to, showing the Lines and Levels thereof respectively, and also Books of Reference to such Plans respectively, containing the Names of the actual or reputed Owners and Lessees and of the Occupiers of the Lands through which the said proposed Lines of Railway and Branch Railway respectively are intended to pass, have been deposited with the respective Clerks of the Peace for the Counties of *Stafford*, *Chester*, and *Derby* ; be it enacted, That, subject to the Provisions and Powers of Deviation in the said Railways Clauses and Lands Clauses Consolidation Acts and in this Act contained, it shall be lawful for the Company to make and maintain the said Lines of Railway and Branch Railway in, through, and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels described on the said Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for the Purpose. Power to make Railways according to deposited Plans.

XLV. And be it enacted, That the said intended new or altered Line of Railway in lieu of the Part of the *Pottery* Line to be abandoned as aforesaid shall commence at a certain Point in or near a certain Field in the Parish of *Barthomley* and County of *Chester*, numbered 261 in such Parish, on the Plans of the said *Pottery* Line deposited as aforesaid, shall pass in or through the several Places following, or some of them, (that is to say,) *Barthomley*, *Alsager*, *Haslington*, *Crewe*, *Wybunbury*, *Weston*, *Basford*, *Gresty*, and *Wistaston* in the County of *Chester*, and shall terminate in the said Parish of *Barthomley* by a Junction with the *London and North-western* Railway on the East Side thereof about One Quarter of a Mile South of the *Crewe* Station thereon. New Railway on Crewe Branch.

XLVI. And be it enacted, That the said intended new or altered Line of Railway in lieu of the Part of the *Churnet Valley* Line to be abandoned as aforesaid shall commence in or near a certain Field in New Railway at Willington.
 [Local.] 15 S the

the Parish of *Marston-on-Dove* and County of *Derby*, numbered 129 in such Parish on the Plans of the said *Churnet Valley* Line deposited as aforesaid, shall pass thence in or through the several Places following, or some of them, (that is to say,) *Hatton, Marston-on-Dove, Hilton, Hargate, Hargate Manor, Egginton, Etwall, Burnaston, Willington, Finden, Mickleover, and Stenson*, in the County of *Derby*, and shall terminate by a Junction with the *Birmingham and Derby* Line of the *Midland* Railway about Half a Mile East of the *Willington* Station on that Railway.

For the
Protection of
Lands of
Sir Henry
Every.

XLVII. Provided always, and be it enacted, That nothing herein contained shall authorize the said Company to take or purchase or enter upon any Portion of the Lands in the Parish of *Egginton* or in the Parish of *Etwall* situate in the County of *Derby*, now belonging to Sir *Henry Every* of *Egginton Hall* in the said County, Baronet, without the Consent in Writing of the said Sir *Henry Every*, his Heirs or Assigns, first had and obtained.

Branch to
the *Apedale*
Iron Works.

XLVIII. And be it enacted, That the said intended Branch Railway to the *Apedale* Iron Works shall commence by a Junction with the *Newcastle* Branch of the *Pottery* Line at or near to a Field in the Parish of *Newcastle-under-Lyme* and County of *Stafford* numbered 58 in such Parish on the Plans of the *Pottery* Line deposited as aforesaid, and shall pass in or through the Places following, or some of them, (that is to say,) of *Newcastle-under-Lyme, Knutton, Chesterton, Chatterley, Dimsdale, and Wolstanton* in the County of *Stafford*, and shall terminate at or near the *Apedale* Iron Works in the said Parish of *Wolstanton*.

Loop Line
through
Burslem.

XLIX. And be it enacted, That the said intended Branch or Loop Line of Railway through *Burslem* shall commence at or near a certain Field in the said Parish of *Wolstanton* numbered 131 in such Parish on the Plans of the said *Pottery* Line deposited as aforesaid, shall pass thence in or through the several Places following, or some of them, (that is to say,) *Wolstanton, Oldcot, Chetterly, Bradwell, Tunstall, Chell, Burslem, Sheyd, Abbey-Hutton, Rushton, Stoke-upon-Trent, Hanley, Shelton, and Penkhull-with-Boothen* in the County of *Stafford*, and shall terminate in the said Parish of *Wolstanton* by a Junction with the said *Pottery* Line in or near to a certain Field numbered 195 in such Parish on the said Plans of the said *Pottery* Line; and the intended short Branch Railway from the said Loop Line shall be situate wholly within the said Parish of *Burslem*, and shall commence at or near to *Saint Paul's* Church in the same Parish, and terminate at or near to *Burslem Mill* in the same Parish.

Branch
Railway to
the Earl of
Granville's
Iron Works.

L. And be it enacted, That the said intended Branch Railway to the Earl of *Granville's* Iron Works shall commence by a Junction with the said *Pottery* Line at or near a certain Road in the Parishes of *Wolstanton* and *Stoke-upon-Trent* aforesaid numbered 199 in *Wolstanton* and 6 in *Stoke-upon-Trent* on the Plans of the said *Pottery* Line deposited as aforesaid, shall pass in or through the several Places following, or some of them, that is to say, *Wolstanton, Burslem, Rushton, Stoke-upon-Trent, Penkhull-with-Boothen, Shelton, and Hanley*

Hanley in the County of *Stafford*, and shall terminate at or near the Iron Works of the Earl of *Granville* in the said Parish of *Stoke-upon-Trent*.

LI. And whereas it would be of great public and local Advantage if the said Company were authorized to make a Deviation or Alteration in the Line of their Railway as authorized by the said recited *North Staffordshire Railway (Pottery Line) Act*, not defined on the Plans and Sections nor referred to in the Books of Reference deposited as herein-before mentioned ; (that is to say,) Authorizing Deviation of Line within Parishes of Colwich and Stowe.

. A Deviation or Alteration commencing in or near a Field numbered 24 in the Parish of *Colwich* and 36 in the Parish of *Stowe* on the Plans of the said Railway referred to in the *North Staffordshire Railway (Pottery Line) Act*, 1846, and terminating by a Junction with the Line of the *Trent Valley Railway* in the Parish of *Colwich* and County of *Stafford*, and which said Alteration or Deviation will be wholly situate within the said Parishes of *Colwich* and *Stowe* in the County of *Stafford* :

Be it enacted, That within One Calendar Month after the passing of this Act the said Company shall deposit with the Clerk of the Peace for the County of *Stafford* a Plan and Section, with a Book of Reference thereto, of the said proposed Deviation or Alteration in the Line of their Railway as already authorized ; and from and after the Deposit of such Plans and Books of Reference respectively it shall be lawful for the said Company to make and maintain the said Deviation or Alteration in the Line of their said Railway as authorized by the said recited Act, and as delineated on the Plans therein referred to, with all proper Works and Conveniences connected therewith, in the Line or Course and upon the Lands delineated on the Plans to be deposited as herein-before mentioned, and referred to in the Books of Reference to be deposited therewith, and to enter upon, take, and use such of the said Lands as may be required for such Purpose.

LII. And whereas it would be of great local and public Advantage if the said Company were authorized to extend, as herein-after described, the Line of the Branch to Earl *Granville's* Iron Works, in lieu of making a certain Branch described as the *Hanley Branch* on the Plans of the Railways by this Act authorized to be made deposited as aforesaid with the Clerk of the Peace for the County of *Stafford* ; (that is to say,) As to Extension of Branch of the Earl of Granville's Iron Works.

A Railway in extension of the said Branch to Earl *Granville's* Iron Works commencing in or near a certain Field numbered 9 in the Parish of *Stoke-upon-Trent* in the County of *Stafford* in the last-mentioned Plans, and terminating at or near the *New Hall Toll Gate* in the same Parish :

Be it enacted, That within One Calendar Month after the passing of this Act the said Company shall deposit with the Clerk of the Peace for the County of *Stafford* a Plan and Section, with a Book of Reference thereto, of the said proposed Extension ; and from and after the Deposit of such Plan and Book of Reference it shall be lawful for the said Company to make and maintain the said Extension, with all proper Works and Conveniences connected therewith, in the
Line

Line or Course and upon the Lands delineated on such Plan and referred to in such Book of Reference, and to enter upon, take, and use such of the said Lands, but nevertheless with the Consent of the Owners, Lessees, and Occupiers thereof, as may be required for such Purpose.

Hanley
Branch not
to be made.

LIII. Provided always, and be it enacted, That it shall not be lawful for the said Company to make the Railway described on the Plans deposited as herein-before mentioned as the *Hanley* Branch, or to exercise any of the Powers by this Act conferred upon them for the Purchase of Lands for the Purposes of such Branch, or otherwise in relation to such Branch.

Power to
cross High-
ways on a
Level.

LIV. And be it enacted, That, subject to the Provisions in the said Railways Clauses Consolidation Act contained with reference to the crossing of Roads on a Level, it shall be lawful for the Company to construct the several new Railways hereby authorized to be made across and on the Level of the Turnpike Roads and public Carriage Roads numbered respectively on the Plans of the said new Railways deposited as aforesaid as follows; (that is to say,)

With respect to the said intended Railway in lieu of the Part of the *Churnet Valley* Line to be abandoned, Numbers 33 and 45 in *Willington* :

With respect to the Branch Railway to the *Apedale* Iron Works, Number 6 in *Wolstanton* :

With respect to the Deviation in the Parishes of *Colwich* and *Stowe*, Number 13 in the Parish of *Colwich*.

Company to
erect a
Station or
Lodge at
Points of
crossing, and
abide by the
Regulations
of the Com-
missioners of
Railways.

LV. And be it enacted, That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Points where the said Railway crosses the before-mentioned Roads on the Level; and the said Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Commissioners of Railways; and if the said Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Authorizing
Sale of Lands
belonging to
the Duchy of
Lancaster,
and pro-
viding for
Application
of Purchase
Money.

LVI. And be it enacted, That with respect to the Lands belonging to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster* which may be required for the Purposes of the said Undertaking, it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster* for the Time being to agree with the said Company for the absolute Sale in Fee Simple of the Lands, or any Part thereof, of or belonging to Her said Majesty in right of Her said Duchy, which shall be required for the Purposes of this Act, at
or

or for such Price or Compensation in Money and upon such Terms and Conditions as shall be settled and agreed upon between the said Chancellor and Council and the said Company, and upon the Payment of such Price or Compensation, by any Deed or Writing under the Seal of the Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to convey the same Lands, and the Fee Simple and Inheritance thereof, to the said Company, their Successors and Assigns, for the Purposes of this Act; and the Purchase Money or Consideration for the same Lands shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same either shall and may be invested in the Purchase of Bank Annuities, according to the Powers and Provisions contained or referred to in an Act passed in the Forty-eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to improve the Land Revenues of the Crown in England and also of His Majesty's Duchy of Lancaster*, with respect to the Purchase Money to be paid for Property belonging to the Crown within the Survey and Receipt of the said Duchy, under the therein-recited Acts; or the same, or any Part thereof, may, either without any previous Investment or after such, and either alone or together with any other Monies which shall for the Time being have arisen or shall hereafter arise from the Sale of Lands and Hereditaments, Part of the Possessions of the said Duchy, be laid out according to the Provisions of an Act passed in the Fifty-seventh Year of His said Majesty King *George* the Third, intituled *An Act for ratifying Articles of Agreement entered into by the Right Honourable Henry Hale Viscount Gage and the Commissioners of His Majesty's Woods and Forests and Land Revenues, and for the better Management and Improvement of the Land Revenues of the Crown*; or the said Monies, and also any such other Monies, whether previously invested or not, or any Part thereof respectively, may be laid out in the Purchase of Lands which in the Judgment of the said Chancellor and Council shall be deemed convenient to be held with any Possession of the said Duchy, as the Chancellor and Council for the Time being of the said Duchy shall direct by any Order or Orders in that Behalf; and the said Chancellor and Council shall for the Purposes of this Act have and be entitled to all such Powers and Provisions in reference to the Monies (if any) so invested in Bank Annuities, and so to be laid out and invested as aforesaid, as under or by virtue of the said recited Act of the Fifty-seventh Year of King *George* the Third they are entitled to concerning any Sums or Funds of or belonging to the Duchy of *Lancaster*, in the same Act particularly mentioned or referred to; and the Lands and Hereditaments (if any) so purchased on behalf of the said Duchy as aforesaid shall be conveyed and assured to the Use of Her Majesty, Her Heirs and Successors, in right of Her said Duchy of *Lancaster*, and shall vest in Her said Majesty, Her Heirs and Successors, in the same Right, and as fully and effectually as the Lands to be conveyed to the said Company were vested in Her immediately before such Conveyance, and be held with the like Incidents, and be subject to the same Application, to all Intents and Purposes, as the said Lands to be conveyed to the said Company were held by Her immediately before such Conveyance; and every such Conveyance

[Local.]

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ance to the Use of Her Majesty, Her Heirs and Successors, may be in the Form marked (B.) in the Schedule to this Act annexed, or as near thereto as may be.

Authorizing
the Enfran-
chisement
of Copyhold
Lands
belonging to
the Duchy of
Lancaster.

LVII. And be it enacted, That with respect to the Lands which are held by Copy of Court Roll or other Customary Tenure of Honors, Manors, or Lordships belonging to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster*, and which may be required for the Purposes of the Undertaking, it shall be lawful for the Chancellor and Council for the Time being of Her Majesty's Duchy of *Lancaster* to agree with the said Company for the Enfranchisement, subject nevertheless and without prejudice to any Lease which may be for the Time being subsisting of any such Manor, Honor, or Lordship of any such Copyhold or Customary Lands, and for the Release and Discharge of the same Lands of and from all or any of the Rents, Suits, and Services which by the Custom of such Manors, Honors, or Lordships the same Lands may be charged with or liable to, at or for such Price or Compensation in Money, and upon such Terms and Conditions, and with such Reservations as shall be settled and agreed upon between the said Chancellor and Council and the said Company; and in case the same Lands shall be subject and liable jointly with any other Lands to any such Rents, Suits, or Services, it shall be lawful for the said Chancellor and Council to agree, as well with the Company as also with the Tenant or Proprietor of such other Lands, for the Release or Apportionment of such Rents, Suits, and Services, either with or without any Consideration being paid for the same; and upon any such Agreement for Enfranchisement, Release, or Apportionment it shall be lawful for the said Chancellor and Council, by any Deed or Writing under the Seal of the said Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to release the Lands so to be enfranchised or released, as the Case may be, from all Customary Fines, Rents, Suits, and Services, or such of them or such Part or Parts thereof as shall be agreed to be released to the said Company and their Successors for ever, to be holden by the said Company and their Successors, as of the Honor or Manor whereof they are or were Parcel, in Free and Common Socage; and the Purchase Money or Compensation for every such Enfranchisement, and also (if any) for every such Release, shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same shall be applied and disposed of in the Manner and for the Purposes herein directed of and concerning any other Monies which shall come to his Hands by virtue of this Act; and every such Release of Lands as aforesaid, if the same shall be made previously to the Purchase or Acquisition by the Company of the Estate and Interest of the Copyhold or Customary Tenant of such Lands, shall after such Purchase or Acquisition operate and take effect as if the Company had been in possession of the Lands at the Time of the Execution of such Release: Provided always, that the Enfranchisement of any such Copyhold or Customary Lands shall not in other respects affect any Custom by or under which any other Copyhold or Customary Lands not required for the Purposes of this Act shall be holden; and wherever any such Release shall be made as aforesaid the other Land subject

to such Rent, and not required for the Purposes of this Act, shall thenceforth be subject to the whole of such Rents, Suits, and Services, or to a proportionate Part thereof, as the Case may be, in the same Manner in all respects as the Entirety of the said Lands so previously subject to such Rent would have continued subject to the whole thereof if such Release had not been made; and all the Powers, Remedies, and Conditions subsisting previously to such Release, for Recovery of the said Rents, Suits, and Services, shall, except as against the Land so released, at all Times thereafter remain, continue, and be good, valid, and effectual in the Law, to all Intents and Purposes, for the whole or the proportionate Part of such Rents, Suits, and Services, (as the Case may be,) as if the Lands not so released as aforesaid had been originally alone subject to the same Rent or proportionate Part respectively.

LVIII. And be it enacted, That with respect to Lands, being Waste or Common Lands, the Right to the Soil whereof belongs to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster*, subject to Rights of Common or other Rights or Easements, and which Lands may be required for the Purposes of the said Undertaking, it shall be lawful for the Chancellor and Council for the Time being of Her Majesty's Duchy of *Lancaster* to agree with the Company for the absolute Sale in Fee Simple of the Estate, Right, and Interest of Her said Majesty in the Soil of the said Waste or Common Lands which may be so required for the Purposes of this Act, at or for such Price or Compensation and upon such Terms and Conditions as shall be agreed upon between the said Chancellor and Council and the said Company, and upon Payment of such Price or Compensation, by any Deed or Writing under the Seal of the Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to convey such Estate, Right, and Interest to the said Company, their Successors and Assigns, for the Purposes of this Act; and the Purchase or Compensation Money for the same shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same shall be by him applied and disposed of in the like Manner and for the like Intents and Purposes as are in and by this Act directed and provided of and concerning any other Monies which shall come to his Hands by virtue of this Act.

For the Conveyance of Waste Lands belonging to the Duchy of Lancaster.

LIX. And be it enacted, That with respect to the Mines, Minerals, and Quarries lying and being in or under Part of the Lands required for the Purposes of the said Undertaking, or in the Neighbourhood of such Lands, and to which the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster* is entitled, either in possession, or subject to Leases granted by the said Duchy, it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster*, either before or after the making of the Railway or any Part thereof, to agree with the said Company for the absolute Sale of the said Mines, Minerals, and Quarries, or any Part or Parts thereof, subject nevertheless and without prejudice to the Lease or Leases (if any) for the Time being subsisting thereof, at or for such Price or Consideration in Money, and upon such Terms and Conditions, and with such

As to the Sale and working of Mines belonging to the Duchy of Lancaster.

such Reservations, Exceptions, and Restrictions in all respects as may be agreed upon between the said Chancellor and Council and the said Company; and it shall be lawful for the said Chancellor and Council also to enter into any Arrangement or Agreement with the said Company concerning the working by Her said Majesty, Her Successors and Assigns, of the said Mines, Minerals, or Quarries, or any of them, or any Part or Parts thereof, whether the same may be in, under, or upon the Line of the Railway or in the Neighbourhood thereof; and the Purchase or Consideration Money for the same Mines, Minerals, or Quarries, or Part or Parts thereof, shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same shall be paid and applied by him in the Manner and for the Purposes in and by this Act directed and provided concerning any Monies which shall come to his Hands by virtue of this Act: Provided always, that nothing in this Act contained shall extend to prevent or hinder Her said Majesty or Her Lessees from working, but, on the contrary, it shall be lawful for Her said Majesty and Her Lessees to work, as well before as after the making of the Railway, any such Mines, Minerals, or Quarries, or any Part or Parts thereof, whether the same shall be situate in, under, or upon the Line of the said Railway or in the Neighbourhood thereof, nor to make Her said Majesty, Her Heirs or Successors, in any way liable for any Damage which may be done to or on the Railway by the working of any such Mines, Minerals, or Quarries, unless the said Chancellor and Council shall have expressly agreed in Writing with the said Company that the said Duchy shall become so liable, and then to the Extent (if any) only and in the Manner in such Agreement specified and provided: Provided also, that it shall not be lawful for the Company by reason of any such Conveyance to work, get, or use any such Mines, Minerals, or Quarries, (except so far as may be necessary in making the Railway,) unless they shall in the Conveyance or Assurance thereof be expressly authorized by the said Chancellor and Council so to do, and then to the Extent only which shall be so authorized.

For Enrolment of all Deeds of Conveyance of Land belonging to the Duchy of Lancaster.

13 W. 3. &
1 Ann. c. 7.

LX. And be it enacted, That every Deed or Writing whereby any Lands, Hereditaments, Estate, Right, or Interest shall be conveyed or assured by the said Chancellor and Council of Her said Majesty's Duchy of *Lancaster*, by virtue of the Powers of this Act, being enrolled in the Court of the Duchy Chamber of *Lancaster* within Six Calendar Months from the Date thereof, shall be effectual to vest in the said Company the Lands, Hereditaments, and Premises thereby expressed to be granted, conveyed, or assured, any thing contained in the Act passed in the First Year of Her Majesty Queen *Anne*, intituled *An Act for the better Support of Her Majesty's Household and the Honour and Dignity of the Crown*, or in any other Act, to the contrary in anywise notwithstanding.

Regulating crossing Turnpike Road from Newcastle to Leek.

LXI. And be it enacted, That where the Railway is proposed to cross the Turnpike Road leading from *Newcastle-under-Lyme* to *Leek* at a Place in the Parish of *Stoke-upon-Trent* near to *Etruria Bridge* the Company shall erect a proper and sufficient Bridge, constructed of Bricks, Stone, Iron, or other Material, so as to carry the said Turnpike Road

Road over and across the Railway, such Bridge also to be constructed with Parapet Walls of Brick, Stone, or other Material, of Five Feet in Height, and of the clear and open Width of Thirty-three Feet at the least between such Parapets; and that the said Turnpike Road shall be made and altered, at the Expence of the Company, on both Sides of such Bridge, so that the Surface of the Turnpike Road shall when completed have one uniform Inclination on both Sides, not exceeding One in Thirty, and that so much of the said Turnpike Road as shall be broken up or damaged for the Purposes of this Act shall be reinstated and made good with the same Materials as the Road is now composed of, and the Fences thereof, wherever necessary, reconstructed and put into complete Order by the Company, and kept in Repair for the Space of Twelve Calendar Months after the making, forming, and completing thereof; and the Company shall also, at their own Expence, make and at all Times keep in repair good and sufficient Drains or Culverts for the Purpose of such extra draining of the said Road as shall be occasioned by such Alteration as aforesaid; and further, that all the Works aforesaid in reference to the said Turnpike Road, and the Bridge, Walls, and Fences aforesaid, shall be done and executed to the Satisfaction of the Trustees of the said Turnpike Road, or of the Surveyor or other Person authorized by the said Trustees to act in their Behalf in the Premises.

LXII. And be it enacted, That the Company shall make and execute, at their own Expence, to the reasonable Satisfaction of the Bridgemaster of the County of *Chester*, all necessary Works for the Purposes of strengthening the Bridge in the Parish of *Prestbury* in the County of *Chester* numbered in the said Plans relating to the *Pottery Line* and *Churnet Valley Line* respectively for the said Parish of *Prestbury* 453, so as to enable the said Bridge to sustain the additional Weight which will be occasioned by the said Company raising the Road leading thereto; and the said Company shall and they are hereby required, at their own Expence, to make good any Damage which may be from Time to Time occasioned to the said Bridge, or to the County Length of Road on each Side thereof, by the Formation of the Railway or any Works connected therewith.

Provision for strengthening and keeping in repair *Prestbury* Bridge.

LXIII. And be it enacted, That all Communications between the Railway and the *London and North-western* Railway shall be effected in a substantial and workmanlike Manner by means of Connexion Rails and Points (of the Construction most approved), laid in the Manner most approved, and to the reasonable Satisfaction of the Engineer for the Time being of the said *London and North-western* Railway Company.

Communications with the *London and North-western* Railway to be made to the Satisfaction of their Engineer.

LXIV. And be it enacted, That the Expence of the Communications hereby authorized with the *London and North-western* Railway, and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, shall be borne and paid by the *North Staffordshire* Railway Company, and that all such Communications, Openings, and Works shall not only be in the first instance

Communications with the *London and North-western* Railway to be made at the Expence of the *North Staffordshire*

Railway
Company.

instance made and done, but shall also from Time to Time be altered, amended, repaired, and maintained to the reasonable Satisfaction of the Engineer for the Time being of the said *London and North-western Railway Company* on each Occasion, and in such Manner and Form and by such Ways and Means as shall not in anywise prejudice or injure the said *London and North-western Railway*, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same.

Land of the
London and
North-west-
ern Railway
Company
not to be
taken.

LXV. And be it enacted, That, notwithstanding any thing in this Act contained to the contrary, it shall not be lawful for the *North Staffordshire Railway Company*, or for any other Person or Persons, either for or in execution of this Act or for any other Purpose, or in any Manner, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the said *London and North-western Railway Company*, or in any Manner to alter, vary, or interfere with the said *London and North-western Railway*, or any of the Works appertaining thereto, save only for the Purpose of effecting the Junction authorized in manner aforesaid, and not otherwise, and save also certain Lands in the Parish of *Stoke-upon-Trent* in the County of *Stafford* belonging or alleged to belong to the said *London and North-western Railway Company*.

Saving
Rights of
the London
and North-
western
Railway
Company.

LXVI. And be it enacted, That, except as hereby expressly authorized, nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in or belonging to the said *London and North-western Railway Company*, but all their Rights, Privileges, Powers, Franchises, and Authorities (under their several Acts of Parliament or otherwise) are hereby expressly saved and reserved, not only as against and with respect to the said *North Staffordshire Railway Company*, but also as against and with respect to all other Companies and Persons whomsoever.

Saving
Rights of
Macclesfield
Canal Com-
pany, and
preventing
Obstruction
to Canal.

LXVII. And be it enacted, That with respect to the *Macclesfield Canal*, which is intended to be passed over by the said Railway, nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, and Authorities vested in the Company of Proprietors of the *Macclesfield Canal*, or authorize and empower the said *North Staffordshire Railway Company* to alter the Line or Level of the said Canal or Towing Path thereof, or any Part thereof, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein, or which now supply the said Canal, or to injure any of the Works of the said Canal.

Regulating
the Con-
struction of
Bridge over
Macclesfield
Canal.

LXVIII. And be it enacted, That in carrying the Railway over the said *Macclesfield Canal* the said *North Staffordshire Railway Company* shall at every Crossing of the said Canal, at their own Expence, erect, build, and for ever after maintain in repair a good, firm, and substantial Bridge of Brick, Stone, Iron, or Timber, as herein-after mentioned.

LXIX. And

LXIX. And be it enacted, That with respect to the Bridges by which that Part of the Railway which is herein-before described as the *Pottery* Line shall cross the said Canal, the same shall be made over the said Canal and the Towing Path thereof with proper retaining Walls and Approaches thereto, and upon such Bridges respectively the Railway shall be made, and every such Bridge shall be so constructed as to leave within the Abutments thereof a free, open, and uninterrupted navigable Waterway of Twenty-four Feet in Width, and a Towing Path of Six Feet in Width, and the Abutments of every such Bridge shall be carried up perpendicularly to the Height of Eight Feet at the least above the Level of the said Towing Path at the Place of crossing, and the Soffit or under Side of the Keystone of every such Bridge shall not be less than Ten Feet above the Top-water Level of the said Canal, and the Piers of every such Bridge shall be placed in such Position in or adjoining to the said Canal as shall be approved of for that Purpose by the Engineer for the Time being of the said Canal Company; and the said *North Staffordshire* Railway Company shall, during the Progress of constructing every such Bridge, or the necessary Repairs thereof, or the Erection of any future Bridge in lieu thereof, from Time to Time and at all Times leave a free, open, uninterrupted, navigable Waterway in the said Canal of not less than Twelve Feet in Width and Eight Feet in Height, and a Towing Path of not less than Five Feet in Width and Seven Feet in Height under the Centering to be used for constructing, repairing, and rebuilding any such Bridge.

As to
Bridges on
the Pottery
Line.

LXX. And be it enacted, That with respect to the Bridge by which that Part of the Railway which is herein-before described as the *Churnet Valley* Line shall cross the said Canal, the same shall be made of Forty Feet Span over the said Canal, and the Towing Path, Lock, and other Works thereof, and upon such Bridge the Railway shall be made, and the said Bridge shall be so constructed as to span over and not in any Manner to take or interfere with the Lock and Works thereto belonging to the said Canal or any Part thereof, and in case the Railway shall cross the said Canal the Abutments of the said Bridge shall be carried down at least as deep as the lowest Part of the Masonry of the said Canal and Lock, and the Works thereof, at the Place of crossing, and shall be carried up perpendicularly to the Height of Nine Feet at the least above the Level at which the Water flows over the upper Waste Weir of the said Canal adjoining the said Lock at the said Place of crossing, and the whole of the said Bridge or Arch shall not be less in any Part of the Span thereof than Nine Feet above such Level; and the said *North Staffordshire* Railway Company shall during the Progress of constructing such intended Bridge, or the necessary Repairs thereof, or the Erection of any future Bridge in lieu thereof, from Time to Time and at all Times leave the Waterway of the said Canal in the said Lock free, open, and uninterrupted for the whole of the present Width thereof in the said Lock for a Height of at least Eight Feet, and shall in like Manner leave free, open, and uninterrupted a Towing Path and Space along the Side of the said Canal of sufficient Width and Height for effectually working the said Canal, and the Gates
of

As to
Bridge on
the Churnet
Valley Line.

of the said Lock under the Centering to be used for constructing, repairing, and rebuilding the said Bridge.

Remedy in
case of
Obstruction
to Canal.

LXXI. And be it enacted, That if in the Execution of any of the Works by this Act authorized to be made, or by reason of any Act or Omission of the said Railway Company, their Agents, Servants, or Workmen, or if by reason or in consequence of any of the said Works when made, the said *Macclesfield* Canal, or the Towing Path thereof, shall at any Time be so obstructed as that Boats, Barges, or other Vessels using the same cannot conveniently pass along the same, then and in either of such Cases it shall and may be lawful for the said Company of Proprietors of the said Canal, at the Costs and Charges of the said Railway Company, to remove, take, and put away such Obstruction or Impediment as aforesaid, and to make good all Damage or Injury to the said Navigation thereby; and that the said Railway Company shall pay to the said Company of Proprietors of the said Canal, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid, and also the Sum of Five Pounds for every Hour during which any such Obstruction or Impediment shall continue: Provided always, that if such Obstruction or Impediment shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or of Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors of the said Canal the Sum of Ten Pounds for every Hour during which the Obstruction shall continue, to be computed from the Commencement of such Obstruction, as or by way of ascertained Damages; and in default of Payment of such Costs and Charges, or of such Sum or Sums (as the Case may be), on Demand made of or from the Treasurer of the said Railway Company, such Demands being made in Writing, and fully and accurately stating the Particulars thereof, any Two or more of Her Majesty's Justices of the Peace shall and they are hereby required on Application by the said Company of Proprietors of the said Canal, or their Clerk or Clerks, or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount thereof to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said Canal Company, their Agent or Clerk, rendering the Overplus (if any), upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company; or the said Company of Proprietors of the said Canal may sue for, recover, and receive the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts at *Westminster*; and the said Railway Company shall also make Compensation to all other Parties navigating on the said Canal for all Loss or Injury which they may sustain by the Obstruction or Delay occasioned by such Interruption or Stoppage as aforesaid, to be recovered in like Manner.

Provision for
maintaining
Supply of

LXXII. And whereas the said Branch Railway to *Stoke-upon-Trent* (Part of the *Churnet Valley* Line) is intended to be carried at a short Distance to the Northward of a certain Reservoir and Spring of
Water

Water in the Parish of *Caverswall* in the County of *Stafford*, standing and arising in the Lands of the Most Noble *George Granville Duke and Earl of Sutherland*, from which Reservoir the Inhabitants of Part of the Township of *Normacot*, and of the populous Towns of *Longton* and *Lane End* in the *Staffordshire Potteries*, are supplied by the said Duke and Earl of *Sutherland* with Water for the Consumption of their Families and for the Use of their Manufactories, and the constant Supply of such Water is consequently of great Importance, and it may happen that by the Execution of the said Branch Railway the Supply of Water to such Reservoir will be either cut off or diminished: And whereas it has been ascertained that the Quantity of Water flowing into the said Reservoir from the said Spring is at the Rate of Ninety Imperial Gallons *per Minute*; be it enacted, That at all Times thereafter the Quantity of Water ascertained as aforesaid shall, if possible, be constantly kept up and maintained by the Company at the Level of the present Spring and Reservoir, for the Use and Benefit of the said Duke and Earl of *Sutherland*, his Heirs and Assigns, either in the said present Reservoir or in some other Reservoir to be made and constructed in his or their Lands in the Parishes of *Caverswall* and *Stone*, or one of them, at the Expence of the said Company; and that in the event of such other Reservoir being found necessary, in order to maintain the constant Supply of the said ascertained Quantity of Water at such Level as aforesaid, then all Works requisite to be constructed for the Purpose of conveying the said Water from the new or other Reservoir into the present Water Pipes of the said Duke and Earl of *Sutherland* shall be made and completed at the Expence of the said Company.

Water for the Inhabitants of *Normacot*, *Longton*, and *Lane End*.

LXXIII. And be it enacted, That the Company shall at all Times after the Completion of the said Branch Railway through the Lands of the said Duke and Earl of *Sutherland* in the said Parish of *Caverswall* leave for the said Duke and Earl of *Sutherland*, his Heirs and Assigns, all the surplus Water which shall be found or arise in the said Lands from the cutting of the Railway therein, over and besides the constant Supply of the Quantity of Water already ascertained as before mentioned (save only any Part of the Surplus or Excess of Water beyond the said ascertained Quantity which the said Company shall actually use and consume for their own necessary Purposes): Provided always, that the said Company shall not be required to raise such surplus Water to the Level of the said present Reservoir, but that such surplus Water shall be conveyed away from the Line of the said Railway and the Works of the said Company by and at the Expence of the said Duke and Earl of *Sutherland*, his Heirs or Assigns, or if the same or any Part thereof shall not be conveyed away, the said Company shall be at liberty to consume or apply the same as they shall think fit.

Further Provision as to Supply of Water.

LXXIV. And be it enacted, That the Company shall pay to the said Duke and Earl of *Sutherland*, his Heirs or Assigns, ample Compensation for all Loss, Damage, and Injury sustained by reason of any Deficiency of the said ascertained Quantity of Water in the said present Reservoir occasioned by the Works of the Company, from the Time of such Deficiency being occasioned until the constant Supply

Compensation for temporary Deficiency of Water occasioned by Construction of the Works.

[*Local.*]

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of

of the said ascertained Quantity of Water shall have been restored to and for the Use of the said Duke and Earl of *Sutherland*, his Heirs or Assigns, either in the said present Reservoir or some other Reservoir to be constructed as aforesaid, the Amount of such Compensation to be from Time to Time fixed by Arbitration in the Manner after mentioned, in case the Parties shall not agree as to such Amount.

Compensation in case of the Water being permanently diminished.

LXXV. And be it enacted, That in case the Company shall fail, by the Construction and working of Engines or any other available Means, all which they are hereby required to use, to find and provide for the Use of the said Duke and Earl of *Sutherland*, his Heirs and Assigns, a constant Supply of the said ascertained Quantity of Water to the said present Reservoir, or some other Reservoir to be constructed as aforesaid, then and in such Case the Company shall thereupon pay to the said Duke and Earl of *Sutherland*, his Heirs or Assigns, ample Compensation as for a permanent Loss of the Quantity of Water the Supply of which shall be proved to be short and deficient of the said ascertained Quantity, and full Damages and Compensation for the diminished Value of the Works set up, used, or employed by him or them, and for all other Loss and Damage sustained by him or them in relation thereto, the Amount of such Compensation, Damages, and Loss to be fixed by Arbitration in the Manner, and with, under, and subject to all the Rules and Regulations prescribed by the Lands Clauses Consolidation Act, 1845, with respect to the Settlement by Arbitration of Compensation for the Purchase and taking of Lands otherwise than by Agreement.

Land for extraordinary Purposes.

LXXVI. And be it enacted, That it shall be lawful for the Company to purchase and take any Quantity of Land not exceeding Two hundred Acres for extraordinary Purposes connected with the said Undertaking.

Limitation of Time for compulsory Purchase of Lands.

LXXVII. And be it enacted, That the Powers of the Company for the compulsory Purchase of Lands required for the Purposes of so much of the Works by this Act authorized as were also authorized by the said repealed Acts shall not be exercised after the Expiration of Three Years from the Period of the passing of the said Acts; and the Powers of the said Company for the compulsory Purchase of Lands required for the Purposes of the Works by this Act authorized, and which were not authorized by the said recited Acts, shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for the Completion of Railways authorized by this Act.

LXXVIII. And be it enacted, That the Railways authorized by the said repealed Acts shall be completed within Seven Years from the Period of the passing of such Acts, and the Railways by this Act authorized to be made shall be completed within Seven Years from the passing of this Act, and all the Powers by this Act, or by the said recited Companies Clauses, Lands Clauses, and Railways Clauses Consolidation Acts, or any of them, granted to the Company for executing the said Railways, or otherwise in relation thereto, shall, on the Expiration of such of the said Periods by which any of the said Railways ought to be completed, pursuant to the Provisions of this Act, cease to be exercised

exercised as to the Railway which ought to have been completed by such Period, except as to so much of the said Railway as shall be then completed.

LXXIX. Provided always, and be it enacted, That unless the Branch Railway from *Stoke-upon-Trent* to *Newcastle-under-Lyme* (Part of the *Pottery* Line) shall be completed and open for public Traffic as far as the Town of *Newcastle-under-Lyme* within Twelve Months after the Main Line from *Macclesfield* to *Colwich* (also Part of the said *Pottery* Line) shall have been completed and opened for public Traffic, it shall not be lawful, after the Expiration of the said Twelve Months, for the *North Staffordshire* Railway Company to pay any Dividends to the Holders of any of the ordinary Shares of or in the said Undertaking, in respect of the same Shares, until the said Branch Railway shall have been completed or opened for public Traffic to *Newcastle-under-Lyme*.

Compelling the Completion of the Branch Railway from Stoke to Newcastle.

LXXX. And be it enacted, That it shall not be lawful for the Company to pay, declare, or appropriate any Dividend or Payment whatever upon the said *Pottery* or *Harecastle and Sandbach* Lines, for the Purpose of Profit or Interest, amongst the Shareholders in the said Company, beyond Interest at Five Pounds *per Centum* upon the Capital Stock to the Proprietors, until the said Railway from the *Macclesfield* Branch of the *London and North western* Railway to join the said *Birmingham and Derby* Line in the Parishes of *Willington* and *Burton-on-Trent* aforesaid (Part of the *Churnet Valley* Line) shall have been made and opened: Provided always, that, notwithstanding any thing in this Act contained, the said Company shall pay and appropriate to and amongst the Proprietors of such Preference Shares as aforesaid, for or in respect of the same Shares, such Interest or yearly Sums as they are by this Act authorized and required to pay on such Shares.

Providing for Completion of Railway to join the Birmingham and Derby Railway.

LXXXI. And be it enacted, That it shall be lawful for the Company to demand any Tolls for the Use of the Railways by this Act authorized to be made or completed and maintained, not exceeding the following; (that is to say,)

Tolls.

1. In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, as follows:

Tonnage for Articles of Merchandize.

For all Dung, Compost, and all Sorts of Manure, Coal, Clay, Sand, Stone for building, pitching, or paving, Bricks, Flooring Tiles sent in Bulk, Ironstone, Iron Ore, Pig Iron, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* not exceeding Three Farthings; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

For all Coke, Culm, Charcoal, and Cinders, all Tiles, other than Flooring Tiles sent in Bulk, Slates, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandize, *per Ton per Mile* not exceeding One Penny; and

and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny : For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* One Penny Halfpenny ; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny :

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandize, Fish, Articles, Matters, or Things, *per Ton per Mile* not exceeding Two-pence ; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Penny ;

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed upon a Truck or Platform belonging to the Company, *per Mile* not exceeding Sixpence, and a Sum of Two-pence *per Mile* for every additional Quarter of a Ton or fractional Part of a Ton which such Carriage may weigh ; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum *per Mile* not exceeding Two-pence.

Tolls for
Passengers
or Cattle.

2. In respect of Passengers and Animals conveyed in Carriages upon the said Railway, or any Part thereof, as follows :

For every Person conveyed in or upon any such Carriage, *per Mile* not exceeding Two-pence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny *per Mile* :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, *per Mile* not exceeding One Penny Halfpenny ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny *per Mile* :

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per Mile* not exceeding One Penny ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny *per Mile*.

Tolls for
propelling
Power.

LXXXII. And be it enacted, That the Tolls which the Company may demand for the Use of Engines for propelling Carriages on the said Railway shall not exceed One Penny *per Mile* for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations
as to the
Tolls.

LXXXIII. And be it enacted, That the following Provisions and Regulations shall be applicable to the fixing of such Tolls ; (that is to say,)

For Articles or Persons conveyed on the said Railway or any Part thereof for a less Distance than Six Miles, the Company may demand Tolls as for Six Miles :

For a Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Merchandize for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers and Animals, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

For the Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

LXXXIV. Provided always, and be it enacted, That the maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the said Railway, including the Tolls for the Use of the Railway, and of Carriages and locomotive Power, and every other Expence incidental to such Conveyance, shall not exceed the following Sums: Maximum Rate of Charge for Passengers.

For every Passenger conveyed in a First-class Carriage, the Sum of Two-pence *per* Mile;

For every Passenger conveyed in a Second-class Carriage, the Sum of One Penny Halfpenny *per* Mile;

For every Passenger conveyed in a Third-class Carriage, the Sum of One Penny *per* Mile:

And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rates of Charge, including the Tolls for the Use of the Railway, and of Waggons or Trucks and locomotive Power, and every Expence incidental to such Conveyance, except loading and unloading, shall not exceed the Sums following: For Animals and Goods.

For every Horse, Mule, Ass, or other Beast of Draught or Burden, the Sum of Four-pence *per* Mile; and for every Ox, Cow, Bull, or Neat Cattle, the Sum of Two-pence *per* Mile:

For every Calf, Pig, Sheep, Lamb, or other small Animal, the Sum of Three Farthings *per* Mile:

For every Carriage, the Sum of Five-pence *per* Mile:

For all Coals, Clay, Sand, Stones for building, pitching, or paving, Bricks, Flooring Tiles conveyed in Bulk, Ironstone, Iron Ore, Pig Iron, Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, the Sum of One Penny Farthing *per* Ton *per* Mile;

For all Coke, Culm, Charcoal, and Cinders, all Bricks, Tiles other than Flooring Tiles conveyed in Bulk, Slates, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron

[*Local.*]

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and

and Iron Castings not manufactured into Utensils or other Articles of Merchandize, One Penny Halfpenny *per Ton per Mile*:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, the Sum of Two-pence Halfpenny *per Ton per Mile*:

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandize, Fish, Articles, Matters, or Things, the Sum of Four-pence *per Ton per Mile*:

As to Cattle. Provided always, that with respect to Cattle and Sheep, when a Waggon for the Carriage of Cattle or Sheep shall be engaged by One Party, the Charge for any such Waggon capable of containing Six Cattle or Twenty-five Sheep shall not exceed Sixpence *per Mile*.

Restrictions as to Tolls not applicable to Special Trains.

LXXXV. Provided also, and be it enacted, That the Restrictions as to the Charges to be made for Passengers shall not extend to any special or extra Trains that may be required to run upon the said Railway, but shall apply only to the ordinary Trains appointed by the said Company for the Conveyance of Passengers and Goods upon the said Railway.

Company may take increased Charges by Agreement.

LXXXVI. Provided further, and be it enacted, That nothing herein contained shall be held to prevent the said Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of such Goods, either in respect of the Conveyance thereof by Passenger Trains, or by reason of any other special Service performed by the said Company in relation thereto.

Tolls for small Parcels and Articles of great Weight.

LXXXVII. And with respect to small Packages, and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels (that is to say, Parcels not exceeding Five Hundred Pounds Weight each,) the Company may demand any Sum which they think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per Ton per Mile*:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

LXXXVIII. And

LXXXVIII. And be it enacted, That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred Pounds in Weight for First-class Passengers, Sixty Pounds in Weight for Second-class Passengers, and Forty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Passengers
Luggage.

LXXXIX. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized by any Act of the present or succeeding Session of Parliament, and for other Purposes in relation to Railways*; and Two Acts were passed in the last Session of Parliament, one thereof intituled *An Act for regulating the Gauge of Railways*, and the other *An Act for constituting Commissioners of Railways*; be it enacted, That nothing in this Act contained shall be held to exempt the Railways by this Act authorized to be made or completed, or any of them, or the said Company, from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect of the said Railways and Company, so far as the same shall be applicable thereto.

Railways to
be subject to
Provisions of
1 & 2 Vict.
c. 98.,
3 & 4 Vict.
c. 97.,
5 & 6 Vict.
c. 55.,
7 & 8 Vict.
c. 85., and
9 & 10 Vict.
cc. 57. & 105.

XC. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railways by this or the said recited Acts authorized to be made or completed, or any of them, from the Provisions of any general Act relating to such Acts, or of any general Act relating to Railways, now in force or which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Railways to
be subject to
Provisions of
any future
general Act.

XCI. And be it enacted, That nothing contained in this Act, or in the Acts herein recited or referred to, shall extend to authorize the Company to purchase, take, or use any Land or Soil, or any Rights in respect thereof, belonging to Her Majesty in right of the Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, or any Two of them, first had and obtained for that Purpose, and which Consent such Commissioners, or any Two of them, are hereby authorized and empowered to give.

Crown Lands
not to be
taken with-
out Consent.

XCII. And be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Queen's most Excellent Majesty, Her Heirs and Successors, Saving the Rights of the Crown and the Duchy of Lancaster.

as

as well in right of Her Crown as in right of Her Duchy of *Lancaster*.

Saving
Rights of
Duke
Bridge-
water's
Trustees.

XCIII. And be it enacted, That nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Devises in Trust of the late Duke of *Bridgewater*, under the Authority of an Act passed in the Sixth Year of the Reign of His late Majesty King *George* the Third intituled *An Act for making a navigable centre Canal from the River Trent at or near Wilden Ferry in the County of Derby to the River Mersey at or near Run-corn Gap*, or any other Act of Parliament, or otherwise, except only in respect of such Portions of the Canals belonging to or connected with the said Navigation as may be stopped up or appropriated to the Purposes of the Railway under the Powers of this Act.

Expences of
Act.

XCIV. And be it enacted, That all the Costs, Charges, and Expences of and attending the passing of this Act or incidental thereto shall be paid by the said Company, *pari passu* with the Costs, Charges, and Expences of every other Act of Parliament passed in the present Session to which they may be liable, out of the first Monies which shall come to their Hands, and in preference to every other Payment whatsoever.

Public Act.

XCV. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

SCHEDULES referred to in the foregoing Bill.

SCHEDULE (A.)

Rates of Tolls or Charges on the Trent and Mersey Navigation.

Traffic at 1½d. per Ton per Mile.	Traffic at 1d. per Ton per Mile.	Traffic at ¾d. per Ton per Mile.	Traffic at ½d. per Ton per Mile.
Earthenware.	Iron. Grain. Timber. Clay. Ale and Porter. Flints, China Stone, Chirt Stone. Bricks and Tiles. Stones. Slates. Plaster. Sand. Bones. Cheese. Cotton and Wool. Swine. Fruit and Hops. Potatoes. Copper and Copper Ore. Dyewood. Cement. Hay and Straw. Manganese. Tin. Empty Packages. Other general Mer- chandize.	Salt. Coal and Coke. Calcined Iron Ore. Flour. Malt. Bran. Meal.	Limestone. Lime. Slop Flint. Manure. Scrap Iron. Rags. Stone for Highways. Uncalcined Iron Ore.

Except on the Goods hereafter mentioned conveyed between the following Places ; viz.

	Between		Tolls or Charges.
On all Goods and Merchandize conveyed the entire Distance.	Haywood	and Preston Brook	¾d. per Ton per Mile.
	Shardlow	” Haywood	”
	Swarkestone	” Haywood	”
Iron - - -	Fradley	” Shardlow	”
” - - -	Shardlow	” Preston Brook	”
” - - -	Fradley	” Swarkestone	”
” - - -	Fradley	” Preston Brook	”
Ale - - -	Honninglow	” Preston Brook	”

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	Between				Tolls or Charges.
On all Goods and Merchandize (except Iron) conveyed the entire Distance.	Shardlow	and	Preston Brook	- -	$\frac{1}{2}d.$ per Ton per Mile.
	Shardlow	„	Fradley	- -	„
	Swarkestone	„	Preston Brook	- -	„
	Swarkestone	„	Fradley	- -	„
	Fradley	„	Preston Brook	- -	„
Cheese conveyed the entire Distance.	Middlewich	„	Fradley	- -	$\frac{1}{2}d.$ per Ton per Mile.
	Wheelock	„	Fradley	- -	„
Salt conveyed the entire Distance between the Wharfs at each of the following Places.	Anderton	} and {	Fradley	- -	$\frac{1}{2}d.$ per Ton per Mile.
	Wincham		Swarkestone	- -	
	Middlewich		Shardlow	- -	
	Wheelock				
	Lawton				
Salt conveyed the entire Distance.	Weston	„	Fradley	- -	$\frac{1}{2}d.$ per Ton per Mile.
	Weston	„	Swarkestone	- -	„
	Weston	„	Shardlow	- -	„
Coals conveyed the entire Distance.	Swarkestone	„	Fradley	- -	$\frac{1}{2}d.$ per Ton per Mile.
	Kidsgrove	„	Anderton	- -	„
	Kidsgrove	„	Middlewich	- -	„
	Kidsgrove	„	Marston	- -	„

And in respect of that Part of Macclesfield Canal which belongs to the Trent and Mersey Navigation —

For every Ton Weight of Sand, Gravel, Paving Stones, Bricks, Clay, Coal for burning Lime, Limestone, and Rubble-stone for Roads, the Sum of One Penny per Mile:

For every Ton of Ashler Stone, Slate, Flag, Spar, Coal (except for burning Lime), and other Minerals, the Sum of One Penny Halfpenny per Mile:

For every Ton of Timber, Lime, Goods, Wares, and all other Merchandize, Articles, Matters, and Things not mentioned above, the Sum of Two-pence per Mile.

And for passing to or from the Wardle Branch of the Ellesmere Canal through the Wardle Lock from or into the Trent and Mersey Navigation:—

For every Ton Weight of Coal, Coke, Culm, Limestone, and Rock Salt, the Sum of Nine-pence:

For every Ton Weight of Freestone, Timber, Slate, Ironstone, Lead Ore, Iron, and Lead, the Sum of Nine-pence Halfpenny:

For every Ton Weight of all or any other Goods, Wares, Merchandize, Articles, Matters, or Things whatsoever, the Sum of Ten-pence Halfpenny.

