



**CHAPTER cxvii.**

An Act to confer further powers upon the North Staffordshire Railway Company. A.D. 1921.

[19th August 1921.]

**W**HEREAS it is expedient that the North Staffordshire Railway Company (in this Act called "the Company") should be authorised to make and maintain the new railways footpath diversion and other works hereinafter described :

And whereas it is expedient that the construction by the Company of the deviation of a portion of the Ashbourne branch railway and of a part of the river Churnet should be confirmed :

And whereas it is expedient to revive and extend the following powers of the Company (that is to say) :—

The time limited by the North Staffordshire Railway Act 1891 for the compulsory purchase of the lands referred to in section 5 of that Act for the construction of larger and additional locks and approaches thereto as extended by the North Staffordshire Railway Act 1895; and

The time limited by the North Staffordshire Railway Act 1907 for the acquisition of lands for the construction of the widening and improvement of the Company's Stoke to Uttoxeter railway as described in section 4 subsection (2) of that Act :

And whereas it is expedient to authorise the Company to abandon the construction of parts of the railways authorised to be constructed by the North Staffordshire

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*Railway Act, 1921.*

A.D. 1921. Railway (Trentham Newcastle-under-Lyme and Silverdale Light Railways) Order 1914 :

And whereas by the Newcastle-under-Lyme Canal (Lease) Act 1864 the canal authorised by the Act 35 George III chapter 87 together with the railway described in the said Act of 1864 as the Canal Extension Railway were vested by way of lease in the Company for ever subject to the payments and the yearly rent specified in the said Act of 1864 :

And whereas it is expedient to authorise the Company to stop up and discontinue a portion of the said canal and that the provisions hereinafter contained with respect to the site of the said portion of canal should be enacted :

And whereas the Company in sinking for water in the parish of Alton for use at their quarries in the parishes of Alton and Caldon in the county of Stafford have obtained a supply of water in excess of their requirements and it is expedient that they should be authorised to dispose of such excess and also to supply for certain manufacturing purposes or use the surplus water from their canals and the sources supplying the same so far as they are situate upon the lands of the Company as is hereinafter provided :

And whereas it is expedient that the Company should be empowered to hold certain lands which have been already acquired by them and that they should be authorised to purchase and acquire additional lands for the general purposes of their undertaking :

And whereas it is expedient that further powers be conferred on the Company with respect to the sale lease or disposal of lands held by them in connexion with their railways or canals which are not or eventually may not be required for the purposes of such railways or canals :

And whereas it is expedient that the Company should be authorised to raise further capital for the purposes of this Act and for the general purposes of their undertaking :

And whereas it is expedient that the further provisions hereinafter contained should be made :

And whereas plans and sections showing the lines and levels of the railways footpath diversion and works authorised by this Act and plans of the additional lands



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authorised to be taken under the powers of this Act and also books of reference containing the names of the owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the respective clerks of the peace for the counties of Stafford and Chester and are hereinafter respectively referred to as the deposited plans sections and books of reference : A.D. 1921.

And whereas owing to various alterations and new buildings having been erected on the lands required for the construction of the new Lock No. 4 and new Lock No. 7 authorised by the North Staffordshire Railway Act 1891 as shown on the plans deposited with the clerk of the peace for the county of Chester in respect of that Act amended plans and sections of the said new Lock No. 4 and new Lock No. 7 and also amended books of reference containing the names of the owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of that Act as extended by the North Staffordshire Railway Act 1895 and this Act were duly deposited with the clerk of the peace for the county of Chester :

And whereas the objects aforesaid cannot be attained without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

1. This Act may be cited as the North Staffordshire Railway Act 1921. Short title.

2. The following Acts and parts of Acts are (except where the same are expressly varied by or are inconsistent with the provisions of this Act) incorporated with and form part of this Act namely :— Incorporation of general Acts.

The Lands Clauses Acts;

The Railways Clauses Consolidation Act 1845; and

Part I. (Construction of a railway) and Part II. (Extension of time) of the Railways Clauses Act 1863.

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Applying  
certain  
provisions  
of Com-  
panies  
Clauses  
Acts.

3. Subject to the provisions of this Act the provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):—

The borrowing of money by the Company on mortgage or bond;

The conversion of borrowed money into capital; and

The provision to be made for affording access to the special Act by all parties interested; and

Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by any subsequent Acts shall be applicable to the capital and moneys hereby authorised to be raised by mortgage or debenture stock and to the proprietors thereof.

Interpreta-  
tion.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction And—

The expression “the railway” means the railways by this Act authorised;

The expression “the railway diversion” means the diversion of the Ashbourne branch railway of the Company by this Act sanctioned and confirmed;

The expression “the canal” means the navigation of the Company from the River Trent to the River Mersey the branches thereof and the sources of water supplying the same so far as they are situate upon the lands of the Company;

The expression “the Newcastle-under-Lyme Canal” means the canal leased to the Company by virtue of the Newcastle-under-Lyme Canal (Lease) Act 1864.

Power to  
make new  
railways.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways hereinafter described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required



for that purpose The railways hereinbefore referred to and authorised by this Act will be situated in the county of Stafford and are— A.D. 1921.

Railway No. 1 1 mile 2 furlongs 8·20 chains or thereabouts in length commencing in the parish of Hanley in the county borough of Stoke-on-Trent by a junction with the Company's Potteries loop line railway at a point 149 yards or thereabouts north-eastward of the culvert carrying the railway over the Fowlea Brook and terminating in the said parish of Hanley by a junction with the Company's Stoke to Macclesfield railway 23 yards or thereabouts south-eastward of the bridge carrying that railway over the Trent and Mersey Canal :

Railway No. 2 3 furlongs 5·60 chains or thereabouts in length wholly in the parish of Wolstanton in the urban district of Wolstanton United commencing by a junction with the Company's Stoke to Macclesfield railway at a point on that railway 167 yards or thereabouts south of the culvert carrying the Company's Grange branch railway over the Fowlea Brook and terminating by a junction with Railway No. 1 in the inclosure numbered 267 on the 1/2500 Ordnance map second edition 1900 (Staffordshire Sheet No. XII.-13) at a point 94 yards or thereabouts south-eastward from the north-western corner of the said inclosure.

6. The construction by the Company of the railway and river diversions hereinafter described with the works and conveniences connected therewith (that is to say) :—  
(1) A diversion of the Company's Ashbourne branch railway 3 furlongs 6 chains or thereabouts in length situate partly in the parish of Calwich in the county of Stafford and partly in the parish of Norbury in the county of Derby commencing by a junction with the said Ashbourne branch railway at a point 3 miles or thereabouts measured along that railway from Rocester Junction and terminating by a junction with that railway at a point 3 miles 36 chains or thereabouts measured along that railway from Rocester Junction ;

Confirma-  
tion of con-  
struction of  
diversion of  
part of Ash-  
bourne  
branch rail-  
way of Com-  
pany and  
of River  
Churnet.

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(2) A diversion of the River Churnet situate wholly in the parish of Longsdon in the county of Stafford commencing at a point 233 yards or thereabouts west of the bridge carrying the Company's Leek branch of their railway over the River Churnet at their Leek Branch South Junction and terminating at a point 384 yards or thereabouts measured in a westerly direction along the diverted course of the said river from the point of commencement of the diversion; is hereby confirmed and the expenditure by the Company of moneys forming part of the capital of the Company in connexion therewith is hereby sanctioned and confirmed.

Railway and railway diversion to form part of Company's undertaking.

7. The railways hereby authorised and the railway diversion by this Act sanctioned and confirmed shall for the purposes of tolls and charges and for all other purposes be deemed to be part of the undertaking of the Company.

Saving for Postmaster-General.

8. Nothing in this Act shall be deemed to impose on the Postmaster-General the obligation of transmitting under the provisions of the Telegraph Act 1868 or any agreement between the Postmaster-General and the Company made in pursuance thereof any larger number of telegraphic messages of the Company free of charge than he would have been bound to transmit had this Act not become law.

For protection of Potteries Electric Traction Company Limited.

9. For the protection and benefit of the Potteries Electric Traction Company Limited (in this section called "the Potteries Company") the following provisions shall unless otherwise agreed have effect (that is to say):—

Wheresoever the railway shall be constructed under the tramway of the Potteries Company in Brickkiln Lane in the county borough of Stoke-on-Trent:—

(A) The Company shall so construct and maintain the railway as not to injuriously affect the tramway and the road whereon the same is laid and in the event of any injury being occasioned to such tramway and road or any part or parts thereof respectively by the construction of a railway under the same whether such injury occur during or after the construction of or in



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maintaining the railway the Potteries Company may at the expense of the Company restore such tramway and road or the parts or part which may be injured to as good a state and condition as they were in before such injury was occasioned and the Company shall recoup to and indemnify the Potteries Company against all sums costs and expenses which they may pay or be put to in restoring such tramway and road in manner aforesaid and in maintaining and repairing (in case of default by the Company) of so much of the tramway and road as the Potteries Company are liable to maintain and repair under the Tramways Act 1870 and the Potteries Company may recover from the Company all such sums costs and expenses together with full costs and charges in like manner as any simple contract debt together with the amount of loss caused to the Potteries Company by loss of traffic due to actual stoppage of the tramway owing to the works of the Company :

- (B) The Company shall give seven days' notice in writing to the Potteries Company of the intention to commence any works which affect or in anywise interfere with the structural works of any such tramway and road and shall at the same time send sufficient specifications or other information to show the nature of such works and such works shall be constructed to the reasonable satisfaction of the Potteries Company and so as not to interfere with the traffic to from or upon such tramway :
- (c) Any additional expense in the maintenance of the said tramway and road occasioned by the construction of such railway shall be borne by the Company.

If any difference shall arise under this section the same shall be determined by an arbitrator to be appointed in case of difference by the Ministry of Transport on the application of either party with notice to the other.

10. For the protection of the mayor aldermen and burgesses of the county borough of Stoke-on-Trent (hereinafter referred to as "the corporation" and "the

For protec-  
tion of  
Stoke-on-  
Trent Cor-  
poration.

A.D. 1921. borough" respectively) the following provisions shall  
— unless otherwise agreed in writing between the corporation  
and the Company apply and have effect (that is to say):—

(1) The Company shall forthwith stop up and discontinue the portion of the Newcastle-under-Lyme Canal under the bridge known as Trent Vale Canal Bridge in the borough carrying the main road from Newcastle-under-Lyme to Trentham over the canal and for a distance not exceeding thirty-five yards on the eastern side thereof and shall convey to the corporation free of any payment Trent Vale Canal Bridge and the approaches thereto and so much of the site of the canal thereunder and on each side thereof as shall be required by the corporation for widening the said road to fifty feet and shall pay to the corporation the sum of two thousand seven hundred and fifty pounds towards the cost of such improvement:

(2) Notwithstanding anything contained in this Act or shown on the deposited plans:—

(A) The bridge carrying Railway No. 1 over North Street shall be constructed and maintained as a girder bridge supported on brick piers and having an archway on each side thereof. The girder bridge shall have a clear span throughout measured on the square of not less than thirty-six feet and a clear headway of not less than fifteen feet the piers shall be four feet in thickness and each arch shall be semi-circular and have a clear span of not less than eight feet springing at a height of not less than six feet six inches above the level of the existing footpaths. Upon the completion of the bridge and archways the corporation shall pay to the Company the difference between the cost of constructing the bridge and arches above provided for and the amount which it would have cost to construct a girder bridge having a clear span of forty feet and a clear headway of fifteen feet;

(B) The Company shall if and when required by the corporation afford to the corporation



all reasonable facilities for the widening by and at the expense of the corporation of the bridge carrying Railway No. 1 over the existing road leading from the northern end of Garner Street to Longport; A.D. 1921.

(c) The Company shall give to the corporation at least three months' notice in writing of their intention to commence the construction of the bridges carrying Railway No. 1 under Brickkiln Lane and Shelton New Road respectively and if within two months from the receipt thereof the corporation shall serve upon the Company notice in writing in that behalf the Company shall construct each such bridge or the abutments up to the springing of the arch in the case of the bridge under Brickkiln Lane or up to the level of the girder in the case of the bridge under Shelton New Road of such width as the corporation shall by their notice require and the corporation shall repay to the Company the additional expense incurred by the Company in giving effect to such notice in the event of the abutments only of either bridge being widened in the first instance the corporation shall be at liberty at their own expense to complete the widening of that bridge as and when they shall think fit after giving to the Company two months' previous notice in writing of their intention so to do;

(d) Before commencing any such work the corporation shall submit plans and specifications thereof to the Company and such plans and specifications shall be subject to the approval of the Company or in case of difference of an arbitrator to be appointed as hereinafter provided;

(e) The Corporation shall from time to time pay to the Company on demand such a proportion of the expense of maintenance of each of the bridges referred to in this subsection as the increased size of such bridge bears to the bridge which would otherwise have been constructed namely a bridge over

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North Street of forty feet span a bridge over the existing road to Longport aforesaid of twenty-five feet span and bridges under Brickkiln Lane and Shelton New Road of the same width as the present width of those roads with their adjoining footpaths respectively;

and in constructing the bridges referred to in subsections (2) (A) and (C) of this section the Company shall not alter the existing levels of the said roads or streets.

(3) The bridges referred to in subsections (2) (A) and (B) of this section shall so far as reasonably practicable be made and maintained by the Company so as to prevent the dripping of water therefrom on to the road or footpaths:

(4) (A) Before executing under or in pursuance of the provisions of this Act any work or filling up or embanking any lands affecting any sewer drain electric cable or gas main of the corporation the Company shall substitute at such level as shall be approved by the corporation a similar work of equal capacity to the capacity of the existing work affected. The Company shall substitute iron sewers surrounded by concrete and at the same levels and gradients as the existing sewers under Stoke Old Lane and Brickkiln Lane and shall support the sewer under Brickkiln Lane by some sufficient means during the construction of the bridge carrying that road over Railway No. 1 and thereafter the same shall be carried by or under that bridge without alteration in level or gradient. Every other sewer or drain to be substituted under the provisions of this section shall be constructed of such material and in such manner as may be agreed between the Company and the corporation or as failing agreement shall be determined by arbitration as hereinafter provided. The Company shall demolish to the reasonable satisfaction of the surveyor of the corporation the portion of any sewer or drain which may be rendered unnecessary and shall make good to the reasonable



satisfaction of the corporation any damage or disturbance caused by them to any sewer drain or work of the corporation : A.D. 1921.

(B) In connexion with each substituted work the Company shall provide all such manholes inspection chambers and conveniences as the corporation may reasonably require and such substituted work shall be connected by the corporation at the expense of the Company with the existing like work of the corporation at such point and in such manner as the corporation shall reasonably consider necessary and shall thereafter be as fully and completely under the direction jurisdiction and control of and be the property of the corporation as the work for which the same is substituted may be :

(5) The Company shall not at any time interfere with the free passage of the waters of or flowing into the Fowlea Brook and shall not fill in embank or construct any works likely to interfere with the free passage of such water on any of the lands numbered on the deposited plans 2 4 5 6 8 or 9 in the parish of Hanley or 87 to 92 inclusive in the parish of Stoke-upon-Trent until they shall have provided a culverted waterway at least equal in discharge to a nine-feet diameter culvert :

(6) The Company shall not construct any of the works which they are by this section required to construct until they shall have submitted to the surveyor of the corporation plans sections and specifications of the works proposed to be executed and such plans sections and specifications shall have been approved by such surveyor or in case of difference by an arbitrator to be appointed as hereinafter provided Provided that if such surveyor shall not within twenty-eight days after such plans sections and specifications shall have been submitted to him signify in writing his approval or disapproval thereof or other his requirements in respect thereof he shall be deemed to have approved the same :

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- (7) The Company shall on demand pay to the corporation the reasonable charges incurred by them in connexion with the employment by them of any clerk of the works to superintend under the direction of their surveyor any such works as aforesaid :
- (8) Before executing any works which will or may obstruct any street in the borough the Company shall to the reasonable satisfaction of the corporation provide and thereafter so long as the same may be necessary to the like satisfaction maintain sufficient accommodation for the traffic along such street and access to all houses and property approached thereby and during the progress and until the completion of such works the Company shall make and carry into effect such arrangements for fencing lighting and watching the portions of the street interfered with and the works in course of execution therein or adjacent thereto as may be reasonably necessary to prevent danger or accident to persons and vehicles using the said street :
- (9) The Company shall repay to the corporation any additional expense to which the corporation may reasonably be put in constructing altering or maintaining any sewer drain electric cable or gas main by reason of the construction of any railway or work constructed by the Company under the powers of this Act :
- (10) Notwithstanding anything in this Act contained the Company shall not stop up alter or interfere with the footpath giving access from the Cliff Vale area to the Aynsley Road district of the borough and shown on the lands numbered on the deposited plans 3 in the parish of Hanley and 87 in the parish of Stoke-upon-Trent :
- (11) If any difference or dispute shall arise between the corporation and the Company under this section (except under subsection (10) hereof) the same shall be determined by an arbitrator to be appointed unless otherwise agreed by the President of the Institution of Civil Engineers



on the application of either party and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration: A.D. 1921.

- (12) If any widening executed by the corporation under this section shall involve an alteration of any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General the enactments contained in section 7 of the Telegraph Act 1878 shall subject as hereinafter provided apply to any such alteration and the corporation shall be deemed to be "undertakers" within the meaning of the said Act Provided that the total amount which the corporation shall be liable to pay to the Postmaster-General under the said section 7 and this Act or either of them shall not exceed the sum of one hundred and fifty pounds and the Company shall repay to the corporation on demand one half of whatever sum the corporation shall be so required to pay.

11. The Company may divert the footpath hereinafter described in the manner shown upon the deposited plans and sections and subject to the provisions of this Act may stop up and cause to be discontinued as a footpath so much of the existing footpath as will be rendered unnecessary by the new portion of footpath so shown on the said plans (that is to say):— Power to divert footpath.

Diversion (No. 1) A diversion of the footpath in the parish of Crewe in the county of Chester leading from Weston Road ~~Crewe to Basford~~ commencing at a point along that footpath 21 yards or thereabouts in a north-westerly direction from the Company's boundary on the north side of their railway and terminating at a point along that footpath 27 yards or thereabouts north of the footbridge carrying the said footpath over the Basford Brook.

12. Where this Act authorises the diversion of a public footpath and the stopping up of an existing public footpath or a portion thereof such stopping up shall not take place until two justices shall have certified that the new footpath has been completed to their satisfaction and is open for public use As from the date of the said Stopping up of footpath in case of diversion.

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certificate all rights of way over or along the existing footpath or portion thereof shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of footpath stopped up as far as the same is bounded on both sides by lands of the Company Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Height and span of bridges.

**13.** The Company may make the arch of the bridge for carrying the railway over the road next hereinafter mentioned of any height and span not less than the height and span hereinafter mentioned in connection therewith respectively (that is to say):—

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
7	Wolstanton.	Public	15	25

Power to acquire additional lands.

**14.** Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may for the purposes connected with their undertaking enter upon take use and appropriate the lands hereinafter mentioned shown and delineated upon the deposited plans and described in the deposited books of reference (that is to say):—

In the county of Stafford—

Certain lands in the parish of Hanley in the county borough of Stoke-on-Trent forming part of a close of land situate between the Trent and Mersey Canal and the parish boundary along the Fowlea Brook and adjoining on the west side thereof the close of land numbered 199 on the 1/2500 Ordnance map (second edition 1900) of that parish:

Certain lands in the parish and county borough of Stoke-on-Trent forming parts of the closes



of land numbered 24 25 41 and 42 on the 1/2500 Ordnance map (second edition 1900) of that parish situate between the parish boundary along the Fowlea Brook and North Street : A.D. 1921.

Certain lands situate in the parish of Cauldon being the property known as the Yew Tree Inn Cauldon and forming the close of land numbered 337 on the 1/2500 Ordnance map (second edition 1899) of that parish :

Certain lands in the parish and borough of Newcastle-under-Lyme on the south-west side of and adjoining the Company's Pool Dam branch railway being parts of the closes of land numbered 100 and 109 on the 1/2500 Ordnance map (second edition 1900) of that parish and the close of land numbered 108 on the said Ordnance map.

In the county of Chester—

Certain lands in the parish of Crewe situate on the north-east side of and adjoining the Company's railway forming parts of the closes of land numbered 191 192 195 202 203 207 on the 1/2500 Ordnance map (edition of 1910) of that parish.

15. The Company may hold and may use and appropriate for the purposes of their undertaking the following lands which have been already acquired by them together with all works constructed thereon and the said lands shall for the purposes of the Housing of the Working Classes Act 1903 be deemed to be lands acquired under the powers of this Act (that is to say) :—

Company may hold for purposes of undertaking certain lands already acquired.

In the county of Stafford—

Certain lands in the parish of Hanley in the county borough of Stoke-on-Trent being the property numbered 59 Mill Street Hanley :

Certain lands in the parish of Horton on the south-west side of the Rudyard Vale reservoir being the closes of land numbered 148 155 and parts of the closes of land numbered 144 142 154 on the 1/2500 Ordnance map (second edition 1899) of that parish :

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Certain lands in the parish and county borough of Stoke-on-Trent situate on the south side of the Company's Market Drayton branch railway and over their tunnel being part of the close of land numbered 88 on the 1/2500 Ordnance map (second edition 1900) of that parish :

Certain lands in the same parish and county borough situate on the north side of and adjoining the Company's Market Drayton branch railway and between that railway and Fowlea Brook being the close of land numbered 22 on the 1/2500 Ordnance map (second edition 1900) of that parish :

Certain other lands in the same parish and county borough being the close of land numbered 23 on the said Ordnance map and adjoining the south side of the Company's Market Drayton Branch Railway.

Certain lands situate in the parish of Wolstanton on the west side of and adjoining the Company's railway being parts of the closes of land numbered 277 276 265 and 267 on the 1/2500 Ordnance map (second edition 1900) of that parish :

Certain lands situate in the parish of Horton on the west side of and adjoining the Rudyard reservoir being parts of the closes of land numbered 143 112 399 and 110 and closes of land numbered 145 146 and 194 on the 1/2500 Ordnance map (second edition 1899) of that parish :

Certain lands in the parish of Hanley in the county borough of Stoke-on-Trent being the properties lying between the east end of the Company's goods yard and Mersey Street and bounded on the north side by Parker Street and on the south side by Clough Street Hanley :

Certain lands in the parish of Fenton in the county borough of Stoke-on-Trent situate on the north-west side of and adjoining the Company's Biddulph Valley branch railway being parts of the closes of land numbered 88 151 152 153 154



and 56 on the 1/2500 Ordnance map (second edition 1900) of that parish : A.D. 1921.

Certain lands situate in the parish of Forsbrook on the north-east side of and adjoining the Company's railway at Blythe Bridge Station being part of the close of land numbered 172 on the 1/2500 Ordnance map (second edition 1900) of that parish :

Certain lands situate in the parish of Rushton James in the rural district of Leek on the west side of and adjoining the Company's railway being the closes of land numbered 194 175 and 169 on the 1/2500 Ordnance map (second edition 1899) of that parish :

Certain lands in the parish of Wolstanton forming part of the close of land numbered 131 on the 1/2500 Ordnance map (second edition 1899) on the east side of and adjoining the Company's railway :

Certain other lands in the said parish of Wolstanton situate on the west side of and adjoining the said railway being parts of the closes of land numbered 133 136 and 155 on the said Ordnance map of that parish :

Certain lands situate in the parish of Cheadle on the south side of and adjoining the Company's railway at Cheadle Station being parts of the closes of land numbered 758 and 763 on the 1/2500 Ordnance map (second edition 1899) of that parish :

Certain lands in the parish of Fenton in the county borough of Stoke-on-Trent situate on the west side of and adjoining the Company's railway being part of the close of land numbered 117 on the 1/2500 Ordnance map (second edition 1900) of that parish :

Certain other lands in the same parish and county borough forming parts of the closes of land numbered 117 and 128 and the close of land numbered 137 on the said Ordnance map lying on the east side of and adjoining the Company's canal :

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Certain lands in the said parish of Wolstanton situate on the west side of and adjoining the Company's railway being parts of the closes of land numbered 217 and 253 on the 1/2500 Ordnance map (second edition 1899) and 253 252 282 280 and 279 on the 1/2500 Ordnance map (second edition 1900) :

Certain lands situate in the parish of Chebsey on the west side of and adjoining the road running parallel with the London and North Western Railway at Norton Bridge being part of the close of land numbered 278 on the 1/2500 Ordnance map (survey 1879-1880) of that parish :

Certain lands in the said parish of Wolstanton situate on the west side of and adjoining the Company's railway being part of the close of land numbered 278 on the 1/2500 Ordnance map (second edition 1900) of that parish :

Certain lands in the parish of Endon situate on the south-east side of and adjoining the Company's railway being the close of land numbered 541 on the 1/2500 Ordnance map (second edition 1899) of that parish :

Certain lands in the parish of Kidsgrove situate on the west side of and adjoining the Company's railway being the close of land numbered 61 on the 1/2500 Ordnance map (second edition 1899) of that parish :

Certain lands in the parish of Cauldon situate on the north side of and adjoining Stony Lane being the close of land numbered 385 on the 1/2500 Ordnance map (second edition 1899) of that parish :

Certain lands situate in the parish of Silverdale lying between the Company's Market Drayton branch railway and Pool Dam branch railway being the closes of land numbered 318 and 322 on the 1/2500 Ordnance map (second edition 1900) of that parish :

Certain lands situate in the parish of Cauldon on the north-west side of and adjoining the junction of the roads near the Yew Tree Inn being



part of the close of land numbered 335 on the 1/2500 Ordnance map (second edition 1899) of that parish :

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Certain lands in the parish of Cauldon situate on the south side of the Company's railway being the closes of land numbered 368 and 365 and parts of the closes of land numbered 366 and 363 on the 1/2500 Ordnance map (second edition 1899) of that parish :

Certain other lands in the same parish situate on the south side of and adjoining the Company's railway and the north side of the road leading from Cheadle to Cauldon being the close of land numbered 364 on the 1/2500 Ordnance map (second edition 1899) of that parish :

Certain other lands in the same parish situate on the west side of and adjoining Duke's Lane being the close of land numbered 322 on the said Ordnance map :

Certain lands in the parish of Lowe on the south side of and adjoining the Company's railway being part of the close of land numbered 675 on the 1/2500 Ordnance map (survey 1878) of that parish :

Certain lands in the parish of Burslem in the county borough of Stoke-on-Trent being the properties numbered 13 15 17 and 19 Bradwell Street Longport :

Certain lands in the parish of Calwich lying between the Company's Ashbourne branch railway and the River Dove being the close of land numbered 72 on the 1/2500 Ordnance map (second edition 1900) of that parish :

Certain lands in the parish of Uttoxeter situate on the south side of and adjoining the Company's railway being part of a close of land numbered 278 on the 1/2500 Ordnance map (second edition 1901) of that parish :

Certain lands in the parish of Hanley in the county borough of Stoke-on-Trent being the properties numbered 85 to 111 both inclusive (odd numbers only) Newlands Street Shelton :

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Certain lands situate in the parish of Hanley in the county borough of Stoke-on-Trent being bounded on the west and north sides thereof by the Company's railway on the east side by Mersey Street and on the south side by Parker Street Hanley :

Certain lands in the parish of Leek on the west side of and adjoining the Company's railway forming part of the close of land numbered 494 on the 1/2500 Ordnance map (second edition 1899) of that parish :

Certain lands in the parish of Stoke Rural being the property situate on the north side of and adjoining Werrington Road between points eighty-eight feet and one hundred and fifteen feet or thereabouts in a westerly direction from the north-west corner at the junction of that road and Abbey Lane and extending for ninety feet or thereabouts in a north-westerly direction :

Certain lands situate in the parish of Stone Rural on the north-east side of and adjoining the Company's railway being part of a close of land numbered 3719 on the 1/2500 Ordnance map (survey 1879-1880) of that parish :

Certain lands in the parish of Hanley in the county borough of Stoke-on-Trent situate on the east side of and adjoining the Company's railway being parts of the closes of land numbered 185 and 73 on the 1/2500 Ordnance map (second edition 1900) of that parish :

Certain lands situate in the parish of Cauldon on the north-east side of and adjoining the Company's railway being closes of land numbered 328 and 329 on the 1/2500 Ordnance map (second edition 1899) of that parish :

Certain lands in the parish of Kingsley situate on the north side of and adjoining the Company's Churnet Valley branch railway being part of the close of land numbered 357 on the 1/2500 Ordnance map (survey 1879) of that parish :

Certain lands in the parish of Ipstones situate on the south side of and adjoining the Company's



Churnet Valley branch railway being part of the close of land numbered 1873 on the 1/2500 Ordnance map (survey 1879) of that parish : A.D. 1921.

Certain lands situate in the parish of Oakamoor on the east side of and adjoining the Company's siding at Oakamoor being part of the close of land numbered 321 on the 1/2500 Ordnance map (second edition 1900) of that parish :

Certain lands in the parish of Cauldon situate on the north side of and adjoining the Company's Leek Cauldon Lowe and Hartington branch railway being parts of the closes of land numbered 312 311 and 330 on the 1/2500 Ordnance map (second edition 1899) of that parish :

Certain other lands in the same parish on the south side of the Company's Leek Cauldon Lowe and Hartington branch railway being parts of the closes of land numbered 312 324 311 330 331 and 335 and the closes of land numbered 333 and 336 on the said Ordnance map :

Certain lands in the same parish situate on the south side of and adjoining the road south of the Yew Tree Inn being the close of land numbered 355 on the said Ordnance map :

Certain lands in the parish of Stone Urban on the south side of and adjoining the Company's railway and situate between that railway and Mill Street :

Certain lands in the parish of Marchington situate on the south side of and adjoining the Company's railway and the east side of the road at Dovefields crossing being part of the close of land numbered 38 on the 1/2500 Ordnance map (second edition 1901) of that parish :

Certain lands in the parish of Burslem in the county borough of Stoke-on-Trent being the property numbered 17 Tomlinson Street Longport :

Certain lands in the parish of Fenton in the county borough of Stoke-on-Trent being the properties

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numbered 40 42 44 46 48 and 50 Foley Street  
Fenton :

Certain lands in the parish of Draycott-in-the-  
Clay on the south side of and adjoining the  
Company's railway being the close of land  
numbered 71 on the 1/2500 Ordnance map  
(survey 1880 and 1882) of that parish :

Certain lands situate in the parish and county  
borough of Stoke-on-Trent lying between the  
Company's railway and Clyde Street having  
a frontage to Grant Street on the south-east  
side and to Glebe Street on the north-west side :

Certain lands in the parish of Cheadle situate on  
the north side of and adjoining the Company's  
railway being part of the close of land numbered  
747 on the 1/2500 Ordnance map (second  
edition 1899) of that parish :

Certain other lands in the same parish situate on  
the south side of and adjoining the Company's  
railway forming part of the close of land  
numbered 775 on the said Ordnance map :

Certain lands in the parish of Horton situate on  
the west side of Rudyard Lake being closes of  
land numbered 24 12 11 9 8 45 46 47 48 10 55  
53 49 50 and 51 on the 1/2500 Ordnance map  
(second edition 1899) of that parish :

Certain lands situate in the parish of Weston-  
upon-Trent on the north-east side of and  
adjoining the Company's railway being part  
of a close of land numbered 140 on the 1/2500  
Ordnance map (second edition 1901) of that  
parish :

Certain lands in the parish of Burslem in the  
county borough of Stoke-on-Trent being number  
23 Rushton Road Cobridge :

Certain lands in the parish of Hanley in the county  
borough of Stoke-on-Trent being the property  
numbered 148 Cauldon Road Shelton :

Certain lands in the parish of Rushton James  
situated at the north end of Rudyard reservoir  
and forming parts of the closes of land numbered  
190 191 225 226 227 228 and 229 shown on the



1/2500 Ordnance map (second edition 1899) of A.D. 1921.  
that parish : —

Certain land in the parish of Hanley in the county borough of Stoke-on-Trent adjoining the towing-path of the Trent and Mersey Canal extending from forty feet to one hundred and eighty feet from the south parapet of the bridge carrying the Etruria Road over that canal and bounded on the west side by property in the occupation of Messrs. T. Shore and Sons :

Certain lands in the parish of Fenton in the county borough of Stoke-on-Trent adjoining the towing-path of the Trent and Mersey Canal on the south-west side of Messrs. Winkle's property and forming parts of the closes of land numbered 99 and 100 on the 1/2500 Ordnance map (second edition 1900) of that parish :

Certain land in the parish of Hanley in the county borough of Stoke-on-Trent situated on the north-east side of the Ivy House Bridge over the Trent and Mersey Canal and adjoining the towing-path and forming part of the close of land numbered 964 on the 1/2500 Ordnance map (surveyed in 1878) of that parish :

Certain land in the parish of Burslem in the county borough of Stoke-on-Trent situated on the west side of the Trent and Mersey Canal adjoining the towing-path between the junction of the Burslem branch and the Grange Railway Bridge and forming part of the close of land numbered 412 on the 1/2500 Ordnance map (published in 1879) of that parish :

Certain land in the parish of Hanley in the county borough of Stoke-on-Trent situated on the Trent and Mersey Canal one hundred and ninety feet from the eastern parapet of the bridge carrying the Stoke Road over that canal and extending one hundred and fifty-five feet in an easterly direction along that canal and to a depth of twenty-four feet eight inches in a northerly direction towards Norfolk Street :

Certain land in the parish of Hardings Wood situated on the Trent and Mersey Canal west

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—

side of the Hardings Wood Locks and forming part of the closes of land numbered 103 104 and 105 shown on the 1/2500 Ordnance map (first edition 1879) of that parish.

In the county of Salop—

Certain lands in the parish of Drayton-in-Hales in the town of Market Drayton situate on the north-east side of Cheshire Street and one hundred and nine feet or thereabouts in a south-easterly direction from the corner at the junction of that street and Queen Street and continuing with a frontage to Cheshire Street of sixty-nine feet or thereabouts and extending in a north-easterly direction to Queen Street :

Certain lands situate in the parish of Norton-in-Hales on the north side of and adjoining the Company's Market Drayton branch railway forming part of the close of land numbered 182 on the 1/2500 Ordnance map (survey 1879) :

Certain lands in the parish of Woore situate on the south-east side of and adjoining the Company's Market Drayton branch railway being part of the close of land numbered 773 on the 1/2500 Ordnance map (survey 1879) of that parish.

In the county of Chester—

Certain lands in the parish of Monks Coppenhall in the borough of Crewe being numbers 125 and 127 Thomas Street Crewe :

Certain lands situate in the parish of Church Lawton on the north-east side of and adjoining the Company's railway being parts of the closes of land and numbered 67 and 139 on the 1/2500 Ordnance map (survey 1874) of that parish :

Certain lands in the same parish situate on the north side of and adjoining the Company's railway forming parts of the closes of land numbered 486 483 485 and 484 on the 1/2500 Ordnance map (survey 1874) of that parish :

Certain lands in the parish of Sutton Macclesfield situate south of Woods reservoir being part of close of land numbered 2 on the 1/2500 Ordnance map (survey 1871) :



Certain lands in the parish of Wheelock situated between the Trent and Merséy Canal and the North Staffordshire Railway (Sandbach branch) and forming parts of the closes of land numbered 9 and 15 on the 1/2500 Ordnance map (edition 1909) of that parish. A.D. 1921.  
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In the county of Derby—

Certain lands in the parish of Norbury situate on the south-east side of and adjoining the Company's Ashbourne branch railway being parts of the closes of land numbered 62 48 and 9 on the 1/2500 Ordnance map (second edition 1900) of that parish :

Certain lands in the parish of Snelston situate on the south-east side of and adjoining the Company's Ashbourne branch railway being parts of the closes of land numbered 16 11 6 8 and 29 on the 1/2500 Ordnance map (second edition 1900) of that parish and close of land numbered 24 on the said Ordnance map :

Certain lands situate in the parish of Norbury on the south side of and adjoining the Company's Ashbourne branch railway being part of close of land numbered 2 (River Dove) and 9 on the 1/2500 Ordnance map (second edition 1900) of that parish :

Certain lands situate in the same parish on the south side of and adjoining the Company's Ashbourne branch railway being part of the closes of land numbered 4 and 6 on the said Ordnance map :

Certain other lands in the same parish situate on the west side of and adjoining Mill Lane being part of the close of land numbered 117 and the closes of land numbered 121 and 122 on the 1/2500 Ordnance map (second edition 1900) of that parish.

And the expenditure of money by the Company in or about the purchase of the said lands and works and in or about the purchase of certain mines and minerals under portions of the Company's railway in the parishes of Biddulph and Cheadle in the county of Stafford is hereby sanctioned and confirmed But nothing in this

A.D. 1921. — Act shall exempt the Company from any action or other proceeding for nuisance in the event of any nuisance having been or being caused or permitted by them upon any lands acquired by them as aforesaid and to which this section relates.

Owners may be required to sell parts only of certain lands and buildings.

**16.** And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties" :
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine



whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder

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without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Power to  
acquire  
easements  
for con-  
structing  
tunnel on  
railways  
&c.

17. And whereas the Railway No. 1 is shown on the deposited plans and sections as intended to be constructed in tunnel through or under the properties referred to in the Fourth Schedule to this Act at a depth of twenty-five feet and upwards between the crown of the tunnel and the surface of the ground Therefore the Company may purchase or acquire an easement or right of constructing and using that railway through or under those properties without being obliged to purchase the land over such railway or any houses buildings manufactories or premises thereon respectively unless the jury or the arbitrators or their umpire to whom the question of disputed compensation shall be submitted shall determine that such right or easement cannot be acquired or used by the Company without material detriment to such properties :

Provided that nothing in this section contained shall apply to any of the said properties the surface of which is at a less height than twenty-five feet above the crown of the said tunnel as the same shall be constructed :

Provided also that where the surface is at a less height than twenty-five feet above the crown of the



said tunnel the Company may notwithstanding the work is shown in tunnel on the deposited plans construct the same in covered way :

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—

Provided also that nothing in this section contained nor any dealing with any of the said properties in pursuance thereof shall relieve the Company from liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 in respect of any properties through or under which the Company may purchase or acquire an easement or right of constructing and using such tunnel.

**18.** The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed five acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Lands for  
extra-  
ordinary  
purposes.

**19.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Period for  
compulsory  
purchase of  
lands.

**20.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Persons  
under dis-  
ability may  
grant ease-  
ments &c.

**21.** If the railway is not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Period for  
completion  
of railway.

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—  
As to private rights of way over lands taken compulsorily.

**22.** All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished. Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Penalty imposed unless line is opened within time limited.

**23.** If the Company fail within the period limited by this Act to complete the railway the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per cent. on the estimated cost of the works and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank specified in such warrant or order and shall not be paid thereout except as hereinafter provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening such line by unforeseen accident or circumstances beyond their control. Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

**24.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence



of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

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**25.** The Company may in constructing the diverted footpath by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans relating thereto and may deviate from the levels thereof to any extent not exceeding two feet but not so as to increase the rate of inclination of the intended diverted footpath as shown on the said sections.

Powers of deviation.

**26.** The powers granted to the Company by the North Staffordshire Railway Act 1891 for the compulsory acquisition of lands for the purposes of the works by that Act authorised and for the purchase of such of the additional lands in that Act mentioned as are specified in the Third Schedule to this Act (as extended by the North Staffordshire Railway Act 1895) shall be and the same are hereby revived and extended and may be exercised by the Company for a further period of three years from the passing of this Act and on the expiration of that period those powers shall cease.

Revival and extension of time for purchase of certain lands under Act of 1891.

**27.** For the protection of the Salt Union Limited (hereinafter in this section called "the owners") the following provisions shall unless otherwise agreed in

For protection of Salt Union Limited.

A.D. 1921. writing between the owners and the Company apply and have effect:—

Notwithstanding anything shown on the deposited plans referred to in the North Staffordshire Railway Act 1891 in the event of the Company acquiring any of the properties numbered 29 30 31 32 33 34 35 41 and 42 on the plan signed by Harry Curbishley on behalf of the Company and by George William Malcolm on behalf of the owners as relative hereto the Company shall if so required by the owners be bound to acquire from the owners all the properties numbered 29 30 31 32 33 34 35 41 42 44 45 46 47 48 49 50 51 and 52 on the said last-mentioned plan.

For protec-  
tion of  
Cheshire  
County  
Council.

**28.** For the protection of the county council of the county palatine of Chester (in this section referred to as "the county council") the following provisions shall unless otherwise agreed in writing between the Company and the county council apply and have effect (that is to say):—

- (1) If and when the Company decide to commence the alteration or reconstruction of the bridge referred to in subsection (3) of section 19 of the North Staffordshire Railway Act 1891 (in this section referred to as "the Act of 1891") or the approaches thereto they shall before so commencing give notice of their intention to commence the same to the county council and thereupon the county council may give notice in writing to the Company that the county council require the said bridge and the approaches thereto to be altered or reconstructed so that the same shall be of such greater width than the width of thirty feet mentioned in the said section as the county council shall specify in such notice and thereupon the Company shall alter or reconstruct the said bridge and approaches to such width as the county council shall so specify:
- (2) If and when the Company decide to make the Diversion No. 2 referred to in section 4 of the Act of 1891 and construct the bridge to be raised in substitution for the present Town Bridge at Middlewich as mentioned in section 22



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of the Act of 1891 or the road approaches thereto they shall before so commencing give notice of their intention to commence the same to the county council and thereupon the county council may give notice in writing to the Company that the county council require the said bridge or the approaches thereto to be constructed so that the same shall be of such greater width than the width of twenty-five feet mentioned in the said section as the county council shall specify in such notice and thereupon the Company shall construct the said bridge and approaches to such width as the county council shall so specify :

- (3) In the event of the county council giving to the Company any such notice as aforesaid the said bridge and approaches to which the said notice relates shall be constructed reconstructed altered or diverted as the case may be in accordance with plans sections and specifications submitted by the Company at least two months before the commencement of the works to and reasonably approved by the county council within one month from the date of such submission or in the event of difference between the county council and the Company in accordance with plans sections and specifications determined by an arbitrator as hereinafter provided and not otherwise and under the supervision (if given) and to the reasonable satisfaction of the county council or in the event of difference between the county council and the Company to the reasonable satisfaction of an arbitrator as hereinafter provided Any plans sections and specifications submitted as aforesaid shall also show the work which would have been carried out if only the requirements of section 19 and section 22 as the case may be of the Act of 1891 were complied with and shall be accompanied by detailed estimates of the cost of the work :
- (4) In the event of the county council giving to the Company any such notice as aforesaid when the bridge and approaches to which the said

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notice relates have been constructed reconstructed altered or diverted in accordance with plans sections and particulars so approved as aforesaid and of the width specified in the notice of the county council relating thereto and to the reasonable satisfaction of the county council or of an arbitrator as aforesaid the county council shall pay to the Company in the case of the bridge specified in subsection (3) of section 19 of the Act of 1891 the additional cost incurred by the Company in so altering or reconstructing the said bridge and approaches to the width specified by the notice of the county council relating thereto instead of the width of thirty feet mentioned in the said section and in the case of the said Town Bridge at Middlewich the additional cost incurred by the Company in constructing the said bridge and approaches to the width specified by the notice of the county council relating thereto instead of the width of twenty-five feet mentioned in the said section 22 of the Act of 1891 :

- (5) Subject and save as is mentioned in this section the provisions of the said sections 19 and 22 of the Act of 1891 applying to the said bridges shall continue to apply thereto :
- (6) The road authority shall repay to the Company any additional expense incurred by the Company in maintaining the said bridges or either of those bridges and its approaches by reason of the same having in consequence of any notice given by the county council under the provisions of this section been constructed in the case of the bridge referred to in subsection (1) of this section of a greater width than thirty feet and in the case of the bridge referred to in subsection (2) of this section of a greater width than twenty-five feet :
- (7) In the event of any difference arising between the county council and the Company under the provisions of this section the same shall be referred to and determined by an arbitrator to be appointed on the application of either



party after notice to the other of them by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference. A.D. 1921:  
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**29.** For the protection of Brunner Mond & Company Limited or their assigns for the time being entitled in possession to the hereditaments known as their Sandbach Works and situate in the parish of Betchton (in this section referred to as "Brunner Mond & Co.") the following provisions shall unless otherwise agreed in writing between Brunner Mond & Co. and the Company apply and have effect (that is to say):— For protec-  
tion of  
Brunner  
Mond &  
Company  
Limited.

- (1) In this section the signed plan means the plan and section which has been signed in duplicate by Duncan Marsh on behalf of Brunner Mond & Co. and by Harry Curbishley on behalf of the Company:
- (2) Notwithstanding anything contained in or shown on the plans and sections deposited in respect of the North Staffordshire Railway Act 1891 or this Act the Company shall in constructing the new lock (No. 7) in the parish of Sandbach authorised by the North Staffordshire Railway Act 1891 make and maintain the same within the boundary lines shown on the signed plan:
- (3) Contemporaneously with the construction by the Company of the said lock (No. 7) the Company shall at their own expense construct across the canal at the western end of the locks known as "Garden Locks" in place of the existing bridge and roadway and footpath thereon a swing bridge of a width of not less than 20 feet between the parapets thereof and of a strength to carry 30 tons and a roadway and footpath thereon and shall thereafter at all times at their own expense maintain the said swing bridge and the roadway and footpath thereon in a proper state of repair:
- (4) The servants and agents and all traffic of any kind of Brunner Mond & Co. not exceeding the above weight shall (subject to the provisions of subsection (5) hereof) at all times have the

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right of crossing the canal by means of the said swing bridge :

- (5) The said swing bridge shall not be opened except when required for the actual passage of barges or other vessels navigating or using the canal :
- (6) Before commencing the construction of the said swing bridge the Company shall at their own expense make all necessary provision (to the reasonable satisfaction of Brunner Mond & Co.) by means of a temporary bridge to be constructed alongside the existing bridge or otherwise for the temporary accommodation of the traffic requiring to cross the canal by means of the existing bridge and roadway and shall at their own expense during the construction of the said swing bridge and approaches and other works maintain the same to the like satisfaction :
- (7) If any differences shall arise under this section between the Company and Brunner Mond & Co. such differences shall be referred to and settled by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

Revival and extension of time for purchase of lands under Act of 1907.

**30.** The powers granted to the Company by the North Staffordshire Railway Act 1907 for the compulsory purchase of lands for the purposes of—

The widening and improvement of the Company's Stoke to Uttoxeter railway described in section 4 subsection (2) of that Act;

shall be and the same are hereby revived and extended and may be exercised by the Company for a further period of three years from the passing of this Act and on the expiration of that period those powers shall cease.

Abandonment of railways authorised by North Staffordshire Railway

**31.** The Company shall abandon the construction of so much of the railways and widenings of railways authorised by the North Staffordshire Railway (Trent-ham Newcastle-under-Lyme and Silverdale Light Railways) Order 1914 as is hereinafter described (that is to say) :—



- |   |   |
|---|---|
| <p>Railway No. 1 So much of that railway as is situate between a point one furlong 2·72 chains or thereabouts from the commencement thereof and its point of termination.</p> <p>Railways Nos. 2 3 and 4 The whole of the said railways.</p> <p>Widenings Nos. 1 and 2 The whole of the said widenings.</p> | <p>A.D. 1921.<br/>         ———<br/>         (Trentham Newcastle-under-Lyme and Silverdale Light Railways) Order 1914.</p> |
|---|---|

**32.** The abandonment by the Company under the authority of this Act of the railways and railway widenings shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out the line of railways or railway widenings and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the North Staffordshire Railway (Trentham Newcastle-under-Lyme and Silverdale Light Railways) Order 1914.

Compensation for damage to land by entry &c. for purposes of railways abandoned.

**33.** Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railways authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Compensation to be made in respect of railways abandoned.

A.D. 1921.

Stopping up  
and discon-  
tinuance of  
portion of  
Newcastle  
Canal.

**34.**—(1) Notwithstanding anything contained in the Newcastle-under-Lyme Canal (Lease) Act 1864 the Company may stop up and discontinue—

So much of the Newcastle-under-Lyme Canal as lies between a point on that canal not exceeding 35 yards or thereabouts measured along that canal in an easterly direction from the eastern side of the bridge carrying the road over the said canal at Trent Vale in the county borough of Stoke-on-Trent and the termination thereof at the Canal Wharf at Brook Street in the borough of Newcastle-under-Lyme.

(2) From and after the date when the said portion of the Newcastle-under-Lyme Canal is stopped up and discontinued the lands forming the site thereof and vested in the Company by virtue of the Newcastle-under-Lyme Canal (Lease) Act 1864 may be appropriated by the Company for the general purposes of their undertaking or disposed of by them free from any rentcharge thereon. Provided that nothing in this Act contained shall be deemed to prejudice or affect the right of the Newcastle-under-Lyme Canal Company to the payment to that company of the rent reserved and made payable by the Company to that company under the provisions of the said Newcastle-under-Lyme Canal (Lease) Act 1864 or to relieve the Company of their liability to continue the payment of the rentcharges set out in the schedule to that Act.

Extending  
time for sale  
of certain  
superfluous  
lands.

**35.** Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act or any order of the Light Railway Commissioners relating to the Company or the Leek and Manifold Valley Light Railway Company with which that Act is incorporated the periods for and within which the Company and the Leek and Manifold Valley Light Railway Company may hold or sell and dispose of any superfluous lands connected with their respective railways or the canal situate in the parishes respectively described or mentioned in the Second Schedule to this Act are hereby extended for the following periods (that is to say) As regards such of the lands as are situate near to or adjoining any railway canal reservoir or station of the Company or the railway or any station of the Leek and Manifold Valley Light Railway Company for the period of ten



years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act. A.D. 1921.

**36.** The Company may contract with the council of the rural district of Cheadle and the council of the rural district of Mayfield or either of them for the sale to such councils or either of them of all or some of the water obtained by the Company from the borehole situated on the incline leading from Cauldon Quarries to Froghall upon such terms or conditions and for such periods not exceeding in any case seven years from the making of the contract as may be agreed upon. The water so purchased by the said councils may be used by them for any of the purposes for which they are authorised to supply water under the provisions of the Public Health Act 1875 or any other Act or Acts in that behalf enabling them. As to sale of excess water at Froghall Quarries.

**37.—(1)** Subject to the provisions of this section the Company may contract with the owner lessee or occupier of any factory works or other trade premises abutting on or near to the canal for the supply to any such owner lessee or occupier for use upon any premises as aforesaid upon such terms and conditions and for such periods as may be agreed upon of any water obtained by the Company for the purposes of the canal and not then required for maintaining a full and efficient supply of water for the purposes of navigation (hereinafter called "surplus water"). As to disposal of surplus water of canal.

(2) Save so far as otherwise agreed between the Company and the Staffordshire Potteries Waterworks Company every contract which the Company under the provisions of this section may enter into for a supply of surplus water within the limits of supply of the said waterworks company as existing at the date of the passing of this Act shall contain a provision that the water supplied by the Company shall only be used for condensation or boiler purposes or for the washing of coal or coke and that the water after being so used and not consumed in such user as aforesaid shall be returned to the canal and the water so supplied within the said limits of supply shall not be used for any other purpose.

A.D. 1921.

(3) The Company may abstract surplus water from the canal and use the same for any purpose in connexion with working their railways.

(4) For the purposes of this section the Company may provide and maintain all necessary pumps and other machinery and may lay down and maintain along across under or over any lands of the Company and the canal or the towing-path thereof pipes for carrying the surplus water.

Railway  
constables.

**38.** Subject to the conditions hereinafter set forth any two justices having jurisdiction in any one of the counties cities or boroughs in which the constables hereinafter mentioned are to act may on the application of the Company appoint all or so many as they think fit of the persons recommended to them for that purpose by the Company to act as special constables upon and within the whole of the railways stations and works belonging to or worked by the Company either solely or jointly with any other company companies or committee and the following provisions shall apply to every appointment so made :—

- (1) Every person so appointed shall make oath or declaration in due form of law before any justice having jurisdiction in any one of the counties cities or boroughs in which such person is to act to duly execute the office of a constable :
- (2) Every person so appointed and having been sworn or having made declaration as aforesaid shall during the continuance of his appointment have all the powers protection and privileges of a constable in respect of the exercise of his duties and may follow and arrest any person who has departed from any of the said railways stations or works after committing therein or thereon any offence for which he might have been arrested while within or upon the said railways stations or works :
- (3) Any two justices assembled and acting together or the Company may dismiss from his office for misconduct or accept the resignation of any constable so appointed and thereupon all powers protection and privileges belonging to such person by virtue of such appointment shall



wholly cease No person so dismissed or resigning shall be capable of being re-appointed except with the consent of the authority by whom he was dismissed : A.D. 1921.

- (4) The local authorities of any county city or borough shall not be liable for any expense of or be responsible for any acts or defaults of such constables or for anything connected with or consequent upon their appointment and nothing in this Act contained shall restrict or affect the jurisdiction or powers of the respective local authorities of the county city or borough as the case may be or of any police force :
- (5) A constable appointed as aforesaid shall not act as such under the authority of this Act unless he be in uniform or provided with an authority to act as a constable which authority the justice before whom such constable makes oath or declaration is hereby empowered to grant and if the constable be not in uniform he shall show such authority whenever called upon to do so :
- (6) Section 32 of the North Staffordshire Railway Act 1899 is hereby repealed.

**39.**—(1) The Company may at any time and from time to time as occasion may require acquire by agreement lands situate within half a mile of any part of the Company's railway or canal or any station works reservoir land or property held or used by the Company for or in connexion with their railway or canal not exceeding in the whole twenty acres and may hold the same for the purpose of erecting thereon cottages for the use of workmen and others in the employ of the Company but nothing contained in this Act or in any Act incorporated herewith shall exonerate the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them on any lands purchased by them under the provisions of this section.

Provision of cottages for workmen in Company's employ.

(2) All cottages and other buildings in connexion therewith erected under the provisions of this section shall be built and maintained by the Company in

A.D. 1921: accordance with any byelaws or regulations enforceable by the local authority having jurisdiction in the district in which such cottages are erected and applicable to similar buildings.

(3) The Company may let the cottages to any workman or other person in their employ at such rent and on such conditions as to them shall seem just and expedient and may make rules and regulations to be observed by the occupants of the cottages.

(4) The Company may out of their corporate funds expend any sum or sums not exceeding in the whole twenty thousand pounds in the acquisition of lands and the erection of cottages in accordance with the provisions of this section.

Railways abutting but not communicating with streets not to be chargeable with private street expenses.

40. The Company shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired or used by the Company under the powers or for the purposes of this Act upon which any street as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and which shall at the time of the laying out of such street be used by the Company solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street and the expenses incurred by any urban or rural authority under the powers of the said section which but for this provision the Company would be liable to pay shall be repaid to the urban or rural authority as the case may be by the owners of the premises fronting adjoining or abutting on the said street other than the Company and in such proportions as shall be settled by the surveyor of the urban or rural authority as the case may be. And in the event of the Company subsequently making a communication with such street they shall notwithstanding such repayment as last aforesaid pay to the urban or rural authority as the case may be the expenses which but for the foregoing provision the Company would in the first instance have been liable to pay and the urban or rural authority as the case may be shall divide among the owners for the time being other than the Company the amount so paid by the Company to the urban or rural authority as the case may be less the costs and expenses attendant upon such



division in such proportion as shall be settled by the said surveyor whose decision shall be final and conclusive Provided that this section shall not apply to any street existing at the date of the passing of this Act. A.D. 1921.

**41.** The Company may apply to any of the purposes of this Act to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Act relating to the Company already passed and which may not be required for the purposes to which they are by any such Acts made specially applicable. Company may apply corporate funds to purposes of Act.

**42.—(1)** The Company may for the purposes of this Act borrow on mortgage of their undertaking any sums not exceeding in the whole the sum of five hundred thousand pounds by mortgaging or by the creation and issue of debenture stock carrying interest at the rate of four per centum per annum or at such higher rate not exceeding ten per centum per annum as they think fit and such borrowing powers shall not nor shall any borrowing powers heretofore conferred on the Company be subject to reduction owing to the Company purchasing under the provisions of this Act or having prior to the passing of this Act purchased land in consideration of rentcharges Such debenture stock shall all rank pari passu and shall with the interest thereon be a charge on the whole undertaking from time to time of the Company but such charge or any mortgage created under this Act shall rank subject to the existing debenture stock of the Company. Power to borrow.

(2) The directors of the Company may from time to time by virtue of this Act and without further or other sanction or authority exercise the powers conferred by this section but nothing in this section contained shall be deemed to limit the powers of the directors to exercise on behalf of the Company the powers conferred by any other section of this Act.

**43.—(1)** The directors of the Company may from time to time by virtue of this Act without further or other sanction or authority create and issue the debenture stock or any part thereof which they are by this Act authorised to create and issue so as to be redeemable. Debenture stock may be redeemable.

A.D. 1921.

either at par or at such premium (not exceeding five per centum) and at such dates or in such events and on such terms and conditions and in such manner as such directors may determine at or before the issue thereof.

(2) The Company may if the terms of issue so provide (A) call in and pay off any redeemable debenture stock so created and issued at any time before the fixed date of redemption thereof and (B) redeem such redeemable debenture stock or any part thereof either by paying off such stock or by issuing to any stockholder subject to his consent other debenture stock either redeemable or not redeemable in substitution therefor and may for the purpose of providing money for paying off such redeemable debenture stock or of providing substituted debenture stock create and issue new debenture stock either redeemable or irredeemable or reissue debenture stock originally created and issued as redeemable debenture stock under this section. Provided that the new debenture stock so created and issued shall not make the total nominal amount of the debenture stock (both redeemable and irredeemable) from time to time issued and outstanding exceed the amount of debenture stock which the Company are for the time being authorised to create and the powers of the Company of borrowing on mortgage or by the creation and issue of debenture stock shall not by reason of section 34 of the Companies Clauses Act 1863 be cancelled by the creation and issue of redeemable debenture stock under the provisions of this section. Provided also that unless any subsequent Act of Parliament otherwise authorises (A) the new debenture stock so created and issued shall be created and issued as debenture stock ranking *pari passu* as regards principal interest and security with the debenture stock authorised to be created and issued by this Act and (B) redeemable debenture stock which is reissued shall only be reissued as such debenture stock as aforesaid (either redeemable or irredeemable).

(3) If the Company deposit any redeemable debenture stock to secure advances from time to time on current account or otherwise such debenture stock shall not be taken to have been redeemed by reason only of the account of the Company having ceased to be in debit whilst such debenture stock remains so deposited.

(4) The Company may set aside out of revenue after providing for the payment of interest on any loan or on



A.D. 1921.

any guaranteed preference or debenture stock of the Company and for other fixed charges and obligations such sums as they may consider proper for the purpose of forming a fund for the redemption at maturity of any redeemable debenture stock which under the conditions of the creation and issue thereof is to be redeemed wholly or partly in cash and the Company may invest any sums so set apart and the income therefrom in any securities in which trustees are for the time being by law authorised to invest trust funds or in any other securities (not being securities of the Company except as hereinafter provided) in which they may be authorised to invest those sums by a resolution passed at a general meeting of the Company.

Any sums so set apart shall be applied for the redemption at maturity of any redeemable debenture stock for the redemption of which they have been set apart but may if the directors of the Company think fit be also at any time applied in the purchase of any such stock at a price not exceeding the redemption price and any redeemable debenture stock so purchased shall be cancelled.

**44.** Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal money or principal money and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

For appointment of a receiver.

The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of the arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

**45.** All mortgages or bonds granted or to be granted by the Company under the authority of any former Act

Existing mortgages

A.D. 1921.

The SCHEDULES referred to in the  
foregoing Act.

**FIRST SCHEDULE.**

DESCRIBING PROPERTIES WHEREOF PARTS ONLY ARE  
REQUIRED TO BE TAKEN.

No. on deposited Plan.	Parish or Borough.	Description of Property.
RAILWAY No. 1.		
8 - - - -	Wolstanton -	Railway siding land sheds and occupation road.
48 - - - -	Stoke-on-Trent	Brick and tile works ovens marl pit wagon run and rails sheds outbuildings and land.
49 - - - -	Stoke-on-Trent	Brick and tile works ovens marl pit wagon run and rails occupation roads sheds outbuildings and land.
52 - - - -	Stoke-on-Trent	Yard pigsty and entrances.
80 - - - -	Stoke-on-Trent	Tipping ground spoil heap and occupation road.
RAILWAY No. 2.		
8 - - - -	Wolstanton -	Railway siding land sheds and occupation road.



SECOND SCHEDULE.

A.D. 1921.

SUPERFLUOUS LANDS OF THE COMPANY.

County.	Parish.	County.	Parish.
Chester -	Prestbury. Bosley. Gawsworth. Macclesfield. North Rode. Sutton. Wincle. Alsager. Betchton. Buglawton. Church Lawton. Congleton. Elton. Hassall. Moreton. Newbold Astbury. Odd Rode. Sandbach. Wheelock. Moston. Teton. Barthomley. Crewe. Monks Coppenhall. Weston. Bartington. Dutton. Preston-on-the-Hill. Aston. Middlewich. Great Budworth. Wybunbury. Warmingham. Kinderton. Byly. Watercroft. Rudheath. Lostock. Wincham. Marston. Marbury. Anderton. Barnton.	Stafford	Little Leigh. Audley. Chapel Chorlton. Hardings Wood. Keele. Muccestone. Madeley. Eccleshall. Newcastle-under-Lyme. Newchapel. Chell. Kidsgrove. Goldenhill. Tunstall. Wolstanton. Chesterton. Silverdale. Burslem. Milton. Stoke-on-Trent. Stoke Rural. Hanley. Shelton. Fenton. Longton. Endon and Stanley. Longsdon. Leek. Biddulph. Norton-in-the-Moors. Rudyard. Heaton. Horton. Rushton James. Rushton Spencer. Barlaston. Chebsey. Cold Norton. Sandon. Stone Rural. Stone Urban. Trentham.

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County.	Parish.	County.	Parish.
Stafford— <i>cont.</i>	Swinnerton. Colwich. Stowe. Weston-on-Trent. Stowe and Hixon. Horninglow. Rolleston. Stretton. Burton Extra. Burton-on-Trent. Branstone. Tatenhill. Fradley. Checkley. Dunstall. Barton-under-Need- wood. Wichnor. Alrewas. Kings Bromley-Hayes. Kings Bromley. Armitage. Hansacre. Rugeley. Brereton. Colton. Alton. Caverswall. Cheadle or Oakamoor. Cheddleton. Dilhorne. Draycott-in-the-Moors. Farley. Ipstones. Kingsley. Consall. Bucknall. Lowe otherwise Leek and Lowe. Bradnop otherwise Bradnop and Caw- dry.	Stafford — <i>cont.</i>	Caldon. Cotton Caldon. Denstone. Rocester. Leigh. Bramshall. Uttoxeter Rural. Uttoxeter Urban. Church Mayfield. Ellaston. Marchington. Draycott-in-Clay. Hanbury. Fauld. Forsbrook.
		Salop -	Drayton-in-Hales. Mucceston. Norton-in-Hales. Woore.
		Derby -	Ashbourne. Norbury. Doveridge. Sudbury. Colwich. Clifton. Snelston. Egginton. Findern. Hanbury. Hatton. Hilton. Hoon. Marston-on-Dobe. Scropton. Willington. Stenson. Twyford. Mickleover. Aston.



[11 & 12 GEO. 5.] *North Staffordshire* [Ch. cxvii.]  
*Railway Act, 1921.*

SUPERFLUOUS LANDS OF THE LEEK AND MANIFOLD VALLEY LIGHT RAILWAY COMPANY. A.D. 1921.

County.	Parish.
Stafford - - - -	Fanfieldhead. Welton. Warslow and Elkstones. Butterton. Grindon. Ilam. Waterfall. Calton. Caldon.

THIRD SCHEDULE.

ADDITIONAL LANDS AUTHORISED TO BE ACQUIRED BY  
 THE NORTH STAFFORDSHIRE RAILWAY ACT 1891  
 THE POWERS FOR WHICH ARE REVIVED AND EX-  
 TENDED BY THIS ACT.

County.	Parish.	No. on Plans deposited in respect of the North Staffordshire Railway Act 1891.
Stafford	Stoke-upon-Trent	1 2 3 3A 4.
	Burslem - -	1 2 3 4 5.
	Wolstanton - -	1 2 3.
	Audley - -	1.
Chester -	Church Lawton -	17 18 19.
	Astbury - -	2 3 4 5 6 7 8 9.
	Sandbach - -	4 5 6 7 8 9 10 16 17 18 19 20 21 21A 22 23 53 54 60 61 62 62A 63 64 65 66.
	Warmingham -	1 2 3 4 5 6 7 8 8A 9 10 11 12.
	Middlewich -	1 2 3 4 5 6 7 13 47 48 49 50 51 52 53 53A.
	Davenham -	1 1A 2 2A 4 5 6.

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*North Staffordshire* [11 & 12 GEO. 5.]  
*Railway Act, 1921.*

A.D. 1921.

FOURTH SCHEDULE.

DESCRIBING PROPERTIES UNDER WHICH EASEMENTS  
ONLY MAY BE TAKEN.

Parish.	Numbers on deposited Plans.
	RAILWAY No. 1.
Parish of Stoke-upon-Trent in the county borough of Stoke-on-Trent.	15 16 17 18 19 20 21 22 23 24 26 27 28 29 30 31 32 33 34 35 36.

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