



CHAPTER xliv.

An Act to confer further powers on the North Staffordshire Railway Company. A.D. 1904.  
[24th June 1904.]

**W**HEREAS it is expedient that the North Staffordshire Railway Company (in this Act called "the Company") should be empowered to widen between certain points their navigation from the Trent to the Mersey (in this Act called "the canal") to construct a new cut or basin in the parish of Endon and Stanley in connexion with the canal and to enlarge their Rudyard Reservoir and Dane Feeder :

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

And whereas it is expedient to revive and extend the respective periods limited by the North Staffordshire Railway Act 1899 for the purchase of lands and the completion of—

- (1) So much of Widening No. 1 authorised by that Act as lies between the Clifton and Norbury Stations on the Ashbourne Branch Railway of the Company ;
- (2) Railway No. 5 authorised by the said Act :

And whereas it is expedient in order to secure the tunnels of the canal and of the Company's railway known as and in this Act called the "Harecastle tunnels" against injury by the working of mines or minerals under or in the neighbourhood thereof that the Company should be empowered to purchase mines and minerals which lie under such lands as are shown on the plans deposited as herein-after mentioned :

A.D. 1904.

And whereas it is expedient that further powers be conferred upon 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 to enable the Company subject to the approval of the Board of Trade to work and use their railways and canals by electrical power :

And whereas it is expedient to empower the Company—

- (1) To acquire erect and provide hotels in connexion with their undertaking ;
- (2) To own work and use and to maintain motor cars and other vehicles for the conveyance of passengers and goods in connexion with or in extension of their railway or canal system ;
- (3) To construct maintain and let for hire electric launches sailing and rowing boats to be used on the Rudyard Reservoir :

And whereas it is expedient to empower the Company to redeem the rent payable to the Newcastle-under-Lyme Canal Company under the Newcastle-under-Lyme Canal Lease Act 1864 and the ground rents and other rents and yearly payments for land specified in the schedule to that Act :

And whereas it is expedient to sanction confirm and give effect to a certain agreement for the purchase by the Company of certain property known as the Cliff Park Estate (including rights of fishing in the Rudyard Reservoir) :

And whereas it is expedient that the other provisions herein-after contained should be made :

And whereas plans and sections showing the lines and levels of the works authorised by this Act and plans of the additional lands which the Company may acquire under the powers of this Act and plans of the lands in and under which the Company may acquire mines and minerals and books of reference to the plans containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of the said lands required or which may be taken for the purposes of this Act and of the owners or reputed owners and lessees or reputed lessees of such mines and minerals which may be acquired or be taken under the powers of this Act and of the owners and lessees or reputed

owners and lessees and of the occupiers of the lands under which such mines and minerals are situate were duly deposited with the respective clerks of the peace for the counties of Stafford and Chester and are herein-after respectively referred to as the deposited plans sections and books of reference :

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 1904. Short title.

**2.** The Lands Clauses Acts are (except where the same are expressly varied by this Act) incorporated with and form part of this Act. Incorporation of general Acts.

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

**4.** 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 widening of the canal the new cut or basin and the enlargement of the Rudyard Reservoir and the raising of the Dane Feeder herein-after described with all necessary works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes The widening and other works herein-before referred to are— Power to construct widening of canal and other work.

- (1) A widening of the canal on its southern side wholly in the parish of Endon and Stanley in the county of Stafford commencing at the east side of the bridge carrying the accommodation road over the canal and which road crosses the Leek Branch Railway of the Company at or near the junction with the said railway of the railway or siding leading to the Stanley Colour Works and terminating on the said southern side of the canal at a point 77 yards or thereabouts measured in an easterly direction from the said bridge :

A.D. 1904.

- (2) A cut or basin wholly in the said parish of Endon and Stanley on the north side of the canal commencing at a point  $2\frac{1}{4}$  chains or thereabouts measured in an easterly direction along the northern bank of the canal from the aforesaid bridge and terminating at a point 13 chains or thereabouts measured in a south-westerly direction from the south-western end of the Endon Station platform :
- (3) An enlargement of the Rudyard Reservoir and Dane Feeder by the raising of the existing dam at the southern end of the said reservoir in the parish of Horton and in the parish of Rudyard in the rural district of Leek in the county of Stafford and the raising of the banks of the Dane Feeder on both sides thereof in the parishes of Rushton James Rushton Spencer and Heaton in the county of Stafford and Wincle in the rural district of Macclesfield in the county of Chester :

Provided always that notwithstanding anything in this Act or shown on the deposited plans the Company shall not for the purpose of the enlargement of the Rudyard Reservoir by this Act authorised acquire otherwise than by agreement any lands situate on the western side of the contour line marked on the map signed in triplicate by Henry Kimber Esquire the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and one copy of which map has been deposited with the clerk of the peace for the county of Stafford one copy in the Private Bill Office of the House of Commons and the other copy in the Parliament Office of the House of Lords Provided further that the owners of any lands situate on the said western side of such contour line and included within the limits of lands to be purchased as shown on the deposited plans may within three months after the Company shall have served such owners with notice to treat for the purchase of any lands within such contour line by notice in writing require the Company to purchase and the Company shall on being so required purchase any such lands and the price to be paid for such purchase shall failing agreement between the parties be such as shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 :

Provided also that nothing in this Act contained 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 the Rudyard Reservoir or any lands

acquired by them under the powers of this Act in the parishes of Rushton James Horton and Rudyard or any of them. A.D. 1904.

5. The owners and occupiers of any properties abutting on the western side of the contour line marked on the map referred to in the proviso to the last preceding section of this Act shall for the purpose of boating or fishing have free right of access to the Rudyard Reservoir over and across any lands acquired by the Company under the powers of this Act and lying between such properties and the reservoir and any rights which such owners and occupiers may now have to erect and maintain boat-houses shall not be prejudiced or interfered with by the powers by this Act conferred upon the Company.

Access to  
Rudyard  
Reservoir  
for boating  
and fishing.

6. For the protection of the Right Honourable George Loveden William Henry Earl of Macclesfield and his sequels in estate or the trustees for the time being of the Macclesfield Settled Estates (all of whom are herein-after referred to as "the owner") the following provisions shall unless otherwise agreed between the owner and the Company have effect (that is to say):—

For protec-  
tion of Earl  
of Maccles-  
field and  
others.

(1) Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not acquire or interfere with the exercise of any rights or interests of the owner in or in respect of the Rudyard Reservoir or any lands forming part thereof and all lands of the owner acquired by the Company under this Act shall be deemed to be lands in or through which the Rudyard Reservoir has been made within the meaning of section 183 of the Act 1 Will. IV. cap. 55 herein-after mentioned :

(2) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not acquire any portion of the property numbered on those plans 8 in the parish of Rudyard which is included within a half circle of 70 feet radius from the western end of the bridge leading across the railway of the Company to such land and shall from time to time raise the level of such portion of land so that the same shall be above the top water level for the time being of the Rudyard Reservoir and shall reserve to the owner the right of access to the water in the reservoir for the purpose of watering cattle :

A.D. 1904.

(3) The Company when and so soon as they shall have acquired under the powers of this Act the boat-house situate on the piece of land numbered 6 on the deposited plans in the parish of Rudyard shall provide for the exclusive use of the owner and other persons having the owner's permission to use the same a proper and sufficient boat-house of the same dimensions and as convenient as the said existing boat-house or shall from time to time adapt the existing boat-house to the altered level of the reservoir and shall also make and maintain a proper access for foot passengers thereto from the southern end of the Rudyard Reservoir and the owner or such other persons as aforesaid shall have free right of access to such boat-house across the lands of the Company :

(4) The owner shall in respect of the said boat-house be deemed to be an owner within the meaning of section 183 of the Act 1 Will. IV. cap. 55.

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

7. The Company may hold and may use and appropriate for the purposes of the canal the following lands which have been already acquired by them together with the canal basin and wharves constructed thereon (that is to say) :—

Certain lands in the county of Stafford in the parish and urban district of Fenton situate on the west side of the canal and on the south side of the Whieldon Road together with the cut or basin and wharves thereon :

And the expenditure of money by the Company in or about the purchase of the said lands and cut or basin and wharves is hereby sanctioned and confirmed. But nothing in this Order 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.

Widening and other works to form part of canal of Company.

8. The widening of the canal and other works hereby authorised and the cut or basin and wharves adjacent to the canal by this Act vested in the Company shall for the purposes of tolls and charges and for all other purposes be deemed to be part of the canal undertaking of the Company.

Power to acquire additional lands.

9. 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 herein-after mentioned shown and delineated upon the deposited plans and described in the deposited books of reference (that is to say):—

A. D. 1904.

Certain lands in the parish of Drayton-in-Hales in the county of Salop lying on the south-east side of the Market Drayton Branch Railway of the Company and on the eastern side of the railway of the Great Western Railway Company from Wellington to Market Drayton and Nantwich being portions of the closes of land numbered respectively 439 664 and 674 on the  $\frac{1}{2500}$  Ordnance map of that parish published in 1886.

**10.** 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.

**11.** Notwithstanding anything contained in the Act 1 Will. IV. cap. 55 or any other Act or Acts relating to the canal or in the provisions of the Railways Clauses Consolidation Act 1845 the Company may at any time purchase and hold and the owners of and other persons interested therein shall according to their estate and interest sell and grant to the Company all or any of the mines of coal and other minerals under the lands herein-after described delineated on the deposited plans and described in the deposited books of reference (that is to say):—

Power to acquire mines and minerals.

Certain lands in the parishes of Harding's Wood and Kidsgrove in the urban district of Kidsgrove and Goldenhill and Tunstall in the urban district of Tunstall in the county of Stafford being lands under which the Harecastle tunnels are constructed and within eighty yards of any part of such tunnels.

Section 78 of the Railways Clauses Consolidation Act 1845 the marginal note of which is "Owners of mines lying near the railway to give notice before working" shall apply to any of such lands or the mines of coal or other minerals thereunder.

**12.** The respective owners lessees and occupiers of any mines of coal or other minerals adjoining any mines or minerals which may be purchased by the Company under this Act may for the purpose of working their said mines or minerals cut and make airways headways gateways or water levels through the mines or minerals purchased by the Company of such number and dimensions and in such situations as failing agreement between

Owners of mines may make airways &c.

A.D. 1904. the Company and any such owner lessee or occupier shall be determined by arbitration in manner provided by the Railways Clauses Consolidation Act 1845 for the settlement of disputes by arbitration.

Power to take easements &c. by agreement.

**13.** 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.

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

**14.** 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 (that is to say) :—

In the county of Stafford—

Certain lands in the parish and urban district of Fenton containing 26 perches or thereabouts forming part of the close of land numbered 3314 on the  $\frac{1}{2500}$  Ordnance map (Survey of 1877 published 1881) of that parish situate on the west side of and adjoining the Company's main line from Macclesfield to Colwich and Norton Bridge :

Certain other lands situate in the said parish and urban district of Fenton containing 4 acres 1 rood and 5 perches or thereabouts forming parts of the closes of land numbered 2900 2909 2960 2961 2963 and 2964 respectively on the  $\frac{1}{2500}$  Ordnance map (Survey of 1877 published 1881) of that parish situate on the north side of the Stoke and Derby line of the Company and adjoining the Company's Longton goods station :

Certain other lands situate in the said parish and urban district of Fenton and in the borough and parish of Longton containing 1 acre 1 rood and 14 perches or thereabouts forming parts of the closes of land numbered 2953 and 2971 respectively on the  $\frac{1}{2500}$  Ordnance map (Survey 1877 published 1881) of those parishes situate on the south side of the Stoke and Derby line of the Company :



Certain other lands situate in the said parish and urban district of Fenton containing 18 perches or thereabouts forming parts of the closes of land numbered 2714 and 2715 respectively on the  $\frac{1}{2500}$  Ordnance map (Survey 1877) of that parish situate on the west side of the Trent and Mersey Canal :

Certain other lands situate in the said parish and urban district of Fenton containing 37 perches or thereabouts forming part of the close of land numbered 2718 on the  $\frac{1}{2500}$  Ordnance map (Survey 1877) of that parish situate on the west side of and adjoining the Company's main line from Macclesfield to Colwich and Norton Bridge :

Certain lands situate in the borough and parish of Stoke-upon-Trent containing 2 roods and 9 perches or thereabouts forming part of the close of land numbered 1604 on the  $\frac{1}{2500}$  Ordnance map (Survey 1877) of that parish situate on the north and south sides of and adjoining the Newcastle Branch Railway of the Company and east of and adjoining Victoria Street Basford :

Certain lands situate in the county borough and parish of Hanley containing 7 acres 1 rood and 32 perches or thereabouts forming parts of the closes of land numbered 1799 1801 1802 1806 1808 and 1809 respectively on the  $\frac{1}{2500}$  Ordnance map (Survey 1866-76) of that parish situate on the north-east side of and adjoining the Fowlea Brook :

Certain other lands situate in the said county borough and parish of Hanley containing 23 perches or thereabouts forming part of the closes of land numbered 870 1695 1704 and 1705 respectively on the  $\frac{1}{2500}$  Ordnance map (Survey 1866-76-77) of that parish situate on the north-east side of and adjoining the Company's main line from Macclesfield to Colwich and Norton Bridge :

Certain lands in the parish and urban district of Burslem containing 6 perches or thereabouts situate on the south side of Bradwell Street and east side of Clarence Street at the junction of those streets :

Certain other lands situate in the said parish and urban district of Burslem containing 4 perches or thereabouts

A.D. 1904.

forming part of the close of land numbered 653 on the  $\frac{1}{2500}$  Ordnance map (Survey 1876-77 published 1881) of that parish situate on the south-east side of and being No. 9 Alfred Street :

Certain lands in the parish of Wolstanton containing 1 acre 2 roods and 7 perches or thereabouts forming parts of the closes of land numbered 2814 2815 2816 and 2823 respectively on the  $\frac{1}{2500}$  Ordnance map (Survey 1876-77 published 1881) of that parish situate on the west side of and adjoining the Company's main line from Macclesfield to Colwich and Norton Bridge :

Certain lands in the parish and urban district of Tunstall containing 2 roods and 15 perches or thereabouts forming parts of the closes of land numbered 1904 1937 1940 1941 and 1951 respectively on the  $\frac{1}{2500}$  Ordnance map (Survey 1878) of that parish situate on the east side of and adjoining the Company's loop line railway :

Certain lands in the parish and urban district of Uttoxeter Urban containing 1 acre or thereabouts forming part of the close of land numbered 1331 on the  $\frac{1}{2500}$  Ordnance map (Survey 1881) of that parish situate on the south side of and adjoining the Stoke and Derby line of the Company :

Certain lands in the parish of Marchington containing 22 perches or thereabouts forming part of the close of land numbered 109 on the  $\frac{1}{2500}$  Ordnance map (Survey 1880-82) of that parish situate on the south side of and adjoining the Stoke and Derby line of the Company :

Certain lands in the parish of Draycott-in-Clay containing 1 acre 2 roods and 9 perches or thereabouts forming parts of the closes of land numbered 71 and 72 respectively on the  $\frac{1}{2500}$  Ordnance map (Survey 1880-82) of that parish situate on the south side of and adjoining the Company's Stoke and Derby line :

Certain lands in the parish of Stretton containing 2 roods and 28 perches or thereabouts forming part of the closes of land numbered 57 and 82 on the  $\frac{1}{2500}$  Ordnance map (Survey 1882) of that parish situate on the east side of and adjoining the Burton Branch Railway of the Company :

Certain lands in the parish and urban district of Leek containing 1 acre 3 roods and 25 perches or thereabouts being the close of land numbered 333 on the  $\frac{1}{2500}$  Ordnance map (Survey 1878) of that parish situate on the south-west side of and adjoining the Churnet Valley Railway of the Company :

Certain lands in the parish of Rocester containing 1 acre or thereabouts forming part of the closes of land numbered 279 280 and 640 respectively on the  $\frac{1}{2500}$  Ordnance map (Survey 1880-1) of that parish situate on the east side of and adjoining the Churnet Valley Railway of the Company :

Certain lands in the parish and urban district of Stone containing 1 rood and 21 perches or thereabouts forming part of the close of land numbered 2599 on the  $\frac{1}{2500}$  Ordnance map (Survey 1879) of that parish situate on the south-west side of and adjoining the Company's main line from Macclesfield to Colwich and Norton Bridge :

Certain lands in the parish of Stone Rural containing 3 roods and 10 perches or thereabouts forming part of the closes of land numbered 3710 3719 3720 3724 and 3725 on the  $\frac{1}{2500}$  Ordnance map (Survey 1879-80) of that parish situate on both sides of the Company's main line from Macclesfield to Colwich and Norton Bridge and south-east of the road level crossing at Little Stoke :

Certain lands in the parish and urban district of Biddulph containing 2 roods and 5 perches or thereabouts forming part of the closes of land numbered 1379 1657 and 1660 on the  $\frac{1}{2500}$  Ordnance map (Survey 1876-8) of that parish situate on the east side of and adjoining the Company's Biddulph Valley Branch Railway :

Certain lands in the parish of Endon and Stanley containing 16 perches or thereabouts forming part of the close of land numbered 1479 on the  $\frac{1}{2500}$  Ordnance map (Survey 1877-8) of that parish situate on the south side of and adjoining the Leek Branch Railway of the Company :

Certain lands in the parish of Caldon containing 2 acres or thereabouts forming part of the close of land

A.D. 1904.

numbered 104 on the  $\frac{1}{2500}$  Ordnance map (Survey 1879) of that parish situate on the north side of Stony Lane.

In the county of Derby—

Certain lands in the parish of Scropton containing 3 roods or thereabouts forming part of the close of land numbered 643 on the  $\frac{1}{2500}$  Ordnance map (Survey 1880-82) of that parish situate on the north side of and adjoining the Stoke and Derby line of the Company :

Certain lands in the parish of Hatton containing 37 perches or thereabouts forming part of the closes of land numbered 167 and 168 on the  $\frac{1}{2500}$  Ordnance map (Survey 1880-82) of that parish situate on the north side of and adjoining the Stoke and Derby line of the Company.

In the county of Chester—

Certain lands in the parish of Monks Coppenhail in the borough of Crewe containing 1 acre 2 roods and 18 perches or thereabouts situate on the east side of and adjoining the London and North Western Railway Company's railway (Grand Junction Railway) Liverpool and Crewe line and bounded on the east by Thomas Street and on the south by Wharf Place :

Provided always that the London and North Western Railway Company shall be at liberty to remove so much of the siding which connects the said land with the said Grand Junction Railway as is situate on their land and property on giving to the Company six months' previous notice in writing of such their intention but such removal shall not prejudice any rights which the Company may have as owners of land under the provisions relating to branch railways of the Railways Clauses Consolidation Act 1845 :

And the expenditure of money by the Company in or about the purchase of the said lands is hereby sanctioned and confirmed But nothing in this 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.

**15.** The powers granted to the Company by the North Staffordshire Railway Act 1899 for the compulsory purchase of lands for the purposes of—

A.D. 1904.  
—  
Revival and extension of time for purchase of certain lands under Act of 1899.

(1) So much of widening No. 1 authorised by that Act as lies between the Clifton and Norbury Stations on the Ashbourne Branch Railway of the Company; and

(2) Railway No. 5 authorised by the said Act;

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.

**16.** The powers granted to the Company by the North Staffordshire Railway Act 1899 for the completion of—

Extension of time for completion of certain widening and railway authorised by Act of 1899.

(1) So much of widening No. 1 authorised by that Act as lies between the Clifton and Norbury Stations or the Ashbourne Branch Railway of the Company; and

(2) Railway No. 5 authorised by the said Act;

are hereby extended and may be exercised by the Company for a period of five years from the passing of this Act. If the said widening and railway be not completed within the extended period then on the expiration of that period the powers in relation thereto shall cease except as to so much of the said widening and railway as shall then be completed.

**17.** Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated the periods for and within which the Company may hold or sell and dispose of any superfluous lands connected with their railways or canals situate in the parishes respectively described or mentioned in the First Schedule to this Act are hereby extended for the periods following (that is to say) As regards such of the said lands as are situate near to or adjoining any railway canal reservoir or station of the 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.

Extending time for sale of certain superfluous lands of Company.

**18.** The Company may from time to time purchase by agreement additional lands for any of the purposes of this Act or for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 in connexion with their general undertaking not exceeding ten acres in quantity but nothing in

Lands for extraordinary purposes.

A.D. 1904. 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.

Company may redeem rent payable to the Newcastle-under-Lyme Canal Company and other ground rents and payments.

**19.** The Company may by agreement with the Newcastle-under-Lyme Canal Company redeem the yearly rent of five hundred and twenty pounds payable to that company under the provisions of the Newcastle-under-Lyme Canal (Lease) Act 1864 and may also by agreement with the parties mentioned in the schedule to that Act or their legal representatives redeem the ground rents and yearly payments for land set forth in the said schedule as payable by the Company to the said parties under the provisions of the said Act.

Prescribing haulage charges for Harecastle tunnels.

**20.** Whereas by section 27 of the North Staffordshire Railway Act 1879 the Company were authorised to provide steam tugs or fixed machinery for the haulage of boats through certain of the tunnels forming parts of the canal And whereas it has not been found possible to employ steam tugs for hauling boats through the Harecastle tunnels owing to want of sufficient ventilation and there is no practical method of using fixed machinery in tunnels of such length And whereas it would be of great advantage to persons using the canal that further and other provision should be made for the haulage of boats through the said Harecastle tunnels Therefore it shall be lawful for the Company to provide for that purpose tugs worked by electricity or other mechanical power other than steam and to charge sums not exceeding the following for haulage of boats through either of the Harecastle tunnels (that is to say) :—

For each boat either empty or with lading not exceeding two tons - - - - - 6d.  
For each boat with a lading exceeding two tons - 1s.

Amendment of s. 183 of Act 1 Will. IV. c. 55.

**21.** Section 183 of the Act 1 Will. IV. cap. 55. entitled " An Act to consolidate and extend the powers and provisions of the several Acts relating to the Navigation from the Trent to the Mersey " the marginal note of which section is " Rights to fisheries " is hereby varied and amended and notwithstanding anything in the said section contained all rights of fishery in the Rudyard Reservoir and in all portions of the canals and reservoirs of the Company where the Company are riparian owners are hereby vested in the Company concurrently with the other riparian owners (if any) and the Company may make such

rules and regulations as they think fit as regards fishing from the towing-paths of the canal and from such banks or parts of the banks of any of their reservoirs as belong to the Company but so as no person or persons who under the said section are entitled to rights of fishery shall be thereby deprived of such rights and nothing in this Act shall enlarge prejudice diminish or affect any fishing rights of the Right Honourable George Loveden William Henry Earl of Macclesfield or his heirs or assigns.

A.D. 1904.

**22.** If in rebuilding any bridge carrying a public road over the canal the Company shall widen such bridge and the approaches thereto so as to increase the width and improve the gradients of the road to such an extent and in such a manner as shall be approved by the road authority (which approval shall not be unreasonably withheld) and shall complete the same to the reasonable satisfaction of the road authority then from and after the completion thereof the surface of the road on such bridge and approaches shall be maintained by and at the cost of the road authority. If any question shall arise as to whether the approval of the road authority has been unreasonably withheld that question shall be referred to arbitration and the arbitrator shall be an engineer to be agreed upon by the Company and the road authority or failing agreement to be appointed by the Board of Trade on the application of either party.

As to repair of surface of road over bridges rebuilt.

**23.** Subject to the provisions of this Act and to any regulations to be prescribed by the Board of Trade (in this Act referred to as "the Board of Trade regulations") the Company may at any time work by electrical power the traffic on their railways or canals or any part thereof or any railways or canals in connexion therewith now or hereafter worked or used by them and for that purpose may lay down maintain and use along in over or under any canal railways towing-paths canal banks and land of the Company electric cables mains wires and apparatus necessary or convenient for transmitting electrical energy or for such working and the Company may make such alterations of their railways and canals stations wharves and works as may be necessary to adapt the same for working by electrical power :

Railways and canals may be worked by electrical power.

Provided that nothing in this section contained or to be done thereunder shall prejudice or affect the exercise by the London and North Western Railway Company of the running powers which they now possess over any railways belonging to or worked or used by the Company.

A.D. 1904.

Power to use  
and acquire  
lands by  
agreement  
for genera-  
ting stations.

**24.** The Company may construct and maintain generating stations or other electrical works on any lands belonging to the Company and may acquire by agreement any lands for such purpose but nothing in this 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 for the purposes of this section.

For protec-  
tion of  
Postmaster-  
General.

**25.** In the event of the traffic on the Company's railway or canals or any part thereof or any railways or canals in connexion therewith now or hereafter used or worked by them being worked by electricity the following provisions shall have effect:—

- (1) The Company shall construct their electric lines and other works of all descriptions and shall work their undertakings in all respects with due regard to the telegraphic lines from time to time used or intended to be used by His Majesty's Postmaster-General and the currents in such telegraphic lines and shall use every reasonable means in the construction of their electric lines and other works of all descriptions and the working of their undertaking to prevent injurious affection whether by induction or otherwise to such telegraphic lines or the currents therein. Any difference which arises between the Postmaster-General and the Company as to compliance with this subsection shall be determined by arbitration:
- (2) If any telegraphic line of the Postmaster-General is injuriously affected by the construction by the Company of their electric lines and works or by the working of the undertaking of the Company the Company shall pay the expense of all such alterations in the telegraphic lines of the Postmaster-General as may be necessary to remedy such injurious affection:
- (3) Before any electric line is laid down or any act or work for working the traffic aforesaid by electricity is done within ten yards of any part of a telegraphic line of the Postmaster-General (other than repairs) the Company or their agents not more than twenty-eight nor less than fourteen days before commencing the work shall give written notice to the Postmaster-General specifying the course of the line and the nature of the work including the gauge of any wire and the Company and their agents shall conform



with such reasonable requirements (either general or special) as may from time to time be made by the Postmaster-General for the purpose of preventing any telegraphic line of the Postmaster-General from being injuriously affected by the said act or work. Any difference which arises between the Postmaster-General and the Company as to any requirement so made shall be determined by arbitration:

A.D. 1904.

- (4) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company is injuriously affected and he is of opinion that such injurious affection is or may be due to the construction of the Company's works or to the working of their undertaking the engineer-in-chief of the Post Office or any person appointed in writing by him may at all times when electrical energy is being generated by the Company enter any of the Company's works for the purpose of inspecting the Company's plant and the working of the same and the Company shall in the presence of such engineer-in-chief or such appointed person as aforesaid make any electrical tests required by the Postmaster-General and shall produce for the inspection of the Postmaster-General the records kept by the Company pursuant to the Board of Trade regulations:
- (5) In the event of any contravention of or wilful non-compliance with this section by the Company or their agents the Company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues:
- (6) Provided that nothing in this section shall subject the Company or their agents to a fine under this section if they satisfy the court having cognisance of the case that the immediate doing of any act or the execution of any work in respect of which the penalty is claimed was required to avoid an accident or otherwise was a work of emergency and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or

A.D. 1904.

work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice :

- (7) For the purposes of this section a telegraphic line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is whether through induction or otherwise in any manner affected by such act or work or by any use made of such work :
- (8) For the purposes of this section and subject as therein provided sections two ten eleven and twelve of the Telegraph Act 1878 shall be deemed to be incorporated with this Act :
- (9) The expression " electric line " has the same meaning in this section as in the Electric Lighting Act 1882 :
- (10) Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the Board of Trade on the application of either party whose decision shall be final and sections thirty to thirty-two both inclusive of the Regulation of Railways Act 1868 shall apply in like manner as if the Company or their agents were a company within the meaning of that Act :
- (11) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the Company by indictment action or otherwise in relation to any of the matters aforesaid.

Provisions  
as to use of  
electrical  
power.

**26.** The following provisions shall apply to the use of electrical power under this Act unless such power is entirely contained in and carried along with the carriages on their railways or the boats on their canals :—

- (1) The Company shall employ either insulated returns or uninsulated metallic returns of low resistance :
- (2) The Company shall take all reasonable precautions in constructing placing and maintaining their electric lines and circuits and other works of all descriptions and also in working their undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes structures or substances or to interfere with the working of any

wire line or apparatus from time to time used for the purpose of transmitting electrical power or of telegraphic telephonic or electric signalling communication or the currents in such wire line or apparatus :

- (3) The electrical power shall be used only in accordance with the Board of Trade regulations and in such regulations provision shall be made for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes structures or substances and for minimising as far as is reasonably practicable injurious interference with the electric wires lines and apparatus of other parties and the currents therein whether such lines do or do not use the earth as a return :
- (4) The Company shall be deemed to take all reasonable and proper precautions against interference with the working of any wire line or apparatus if and so long as they adopt and employ at the option of the Company either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires lines and apparatus of other parties and the currents therein as may be prescribed by the Board of Trade regulations and in prescribing such means the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking :
- (5) At the expiration of two years from the passing of this Act the provisions of this section shall not operate to give any right of action in respect of injurious interference with any electric wires lines or apparatus or the currents therein unless in the construction erection maintaining and working of such wires lines and apparatus all reasonable and proper precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents :
- (6) If any difference arises between the Company and any other party with respect to anything in this section contained such difference shall unless the parties otherwise agree be determined by the Board of Trade

A.D. 1904.

or at the option of the Board by an arbitrator to be appointed by the Board and the costs of such determination shall be in the discretion of the Board or of the arbitrator as the case may be :

(7) The Company using electrical power contrary to the provisions of this Act or of the Board of Trade regulations shall for every such offence be subject to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence continues after conviction thereof. Provided always that whether any such penalty has been recovered or not the Board of Trade if in their opinion the Company in the use of electrical power under the authority of this Act have made default in complying with the provisions of this Act or the Board of Trade regulations may by order direct the Company to cease to use electrical power and thereupon the Company shall cease to use electrical power and shall not again use the same unless with the authority of the Board of Trade and in every such case the Board of Trade shall make a special report to Parliament notifying the making of such order :

(8) The expression "Company" in this section includes licencees and any person owning working or running carriages over any railway of the Company.

Company  
may run  
motor cars  
&c.

**27.** The Company may in connexion with or in extension of their system acquire and hold or hire run equip and maintain motor cars or other vehicles to be worked by electrical mechanical or animal power for the conveyance of passengers and goods and may demand and take fares and charges for such services :

Provided always that if any motor cars or other vehicles are worked by electrical power such power shall be contained in and carried by the car or vehicle so worked :

Provided also that any motor cars or other vehicles worked by electrical power under the provisions of this section shall be so equipped and worked as to prevent any interference with telegraphic communication by means of any telegraphic lines of the Postmaster-General or with telephonic communication by means of any telephonic lines pipes and apparatus of the National Telephone Company Limited.

The provisions of the Conveyance of Mails Act 1893 with respect to the conveyance of mails on tramways by tramway companies shall apply to the conveyance of mails by the Company by means of any motor cars or other vehicles provided used or employed by them for the conveyance of passengers goods and parcels in connexion with their system. A.D. 1904.

**28.** The Company may construct provide maintain and work and let for hire launches propelled by electric or other mechanical power (other than steam) sailing and rowing boats for use on the Rudyard Reservoir and may make such charges as they think fit for the hire and use of such launches and boats and the Company may enter into agreements with any company or person for the supply or hire of such launches or boats. Power to provide launches &c. for use on Rudyard Reservoir.

**29.** The Company may build and maintain a hotel or hotels with all necessary buildings stables and conveniences in connexion therewith adjoining or near any stations on their railways or near the canal and the Company may apply any lands belonging to them for those purposes and may purchase lease rent or otherwise acquire by agreement other lands hotels houses or buildings for those purposes and may apply for acquire and hold licences for the sale of wines spirits beer and cider and other liquors for any premises to be used as aforesaid in the name of their secretary or manager for the time being or other person nominated by the Company and may maintain equip furnish stock manage and carry on such hotel or hotels or may sell lease let or otherwise dispose of the same and may employ officers managers and servants thereon or in connexion therewith and the Company may apply any part of their capital towards the erection and maintenance of such hotel or hotels and the same and all outgoings and receipts connected therewith shall be charged to and form part of the undertaking of the Company. Powers as to hotels &c.

**30.** The agreement between the Reverend Edward Duncan Boothman of the first part Alice Georgina Meade and Sarah Maria Yates of the second part and two of the directors of the Company for and on behalf of the Company of the third part as set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto respectively. Confirming certain agreement.

**31.** The Company may apply for or towards all or any of the purposes of this Act to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts and which are not Company may apply corporate funds.

A.D. 1904. required for the purposes to which they are by those Acts made especially applicable.

Saving rights of Postmaster-General.

**32.** Nothing in this Act shall be deemed to impose upon 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.

Provision as to general Railway Acts.

**33.** Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Saving rights of duchy of Lancaster.

**34.** Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to His Majesty in right of His duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said duchy first had and obtained (which consent the said Chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by His Majesty His heirs or successors in right of His said duchy.

Costs of Act.

**35.** All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

SCHEDULES referred to in the foregoing Act.

A.D. 1904.

THE FIRST SCHEDULE.

SUPERFLUOUS LANDS OF THE COMPANY.

County.	Parish.	County.	Parish.
Chester	Bosley.	Chester— <i>cont.</i>	Marbury.
	Gawsworth.		Anderton.
	Macclesfield.		Burnton.
	North Rode.		Little Leigh.
	Sutton.	Stafford	Audley.
	Wincle.		Chapel Chorlton.
	Alsager.		Hardings Wood.
	Betchton.		Keele.
	Buglawton.		Madeley.
	Church Lawton.		Newcastle.
	Congleton.		Newchapel.
	Elton.		Chell.
	Hassall.		Kidsgrove.
	Moreton.		Goldenhill.
	Newbold Astbury.		Tunstall.
	Odd Rode.		Wolstanton.
	Sandbach.		Chesterton.
	Wheelock.		Silverdale.
	Moston.		Burslem.
	Telton.		Milton.
	Barthomley.		Stoke-on-Trent.
	Crewe.		Stoke Rural.
	Monks Coppenhall.		Hanley.
	Weston.		Fenton.
	Bartington.		Longton.
	Dutton.		Endon and Stanley.
	Preston-o'th'-hill.		Longsdon.
	Aston.		Leek.
	Middlewich.		Biddulph.
	Kinderton.		Norton-in-the-Moors.
	Byly.	Rudyard.	
Whatercroft.	Heaton.		
Rudheath.	Horton.		
Lostock.			
Wincham.			
Marston.			

A.D. 1904.

County.	Parish.	County.	Parish.
Stafford— <i>cont.</i>	Rushton James. Rushton Spencer. Barlaston. Chebsey. Cold Norton. Sandon. Stone Rural. Stone Urban. Trentham. Swinerton. Colwich. Stowe. Weston-on-Trent. Stowe and Hixon. Horninglow. Rolleston. Stretton. Burton Extra. Branstone. Tatenhill. Dunstall. Barton - under - Need- wood. Wichnor. Alrewas. Kings Bromley-Hayes. Kings Bromley. Armitage. Hansacre. Rugeley. Brereton. Colton. Alton. Caverswall. Cheadle or Oakamoor. Checkley. Cheddleton. Dilhorne.	Stafford— <i>cont.</i>	Draycott in the Moors. Farley. Ipstones. Kingsley. Consall. Cotton Caldon. Denstone. Rocester. Leigh. Bramshall. Uttoxeter Rural. Uttoxeter Urban. Marchington. Draycott-in-Clay.
		Salop -	Drayton-in-Hales. Mucelestone. Norton-in-Hales. Woore.
		Derby -	Norbury. Doveridge. Sudbury. Calwich. Clifton. Snelston. Eggington. Findern. Hanbury. Hatton. Hilton. Hoon. Marston. Scropton. Willington. Stenson. Twyford.



THE SECOND SCHEDULE.

A.D. 1904.

ARTICLES OF AGREEMENT made the first day of December 1903 between the Reverend EDWARD DUNCAN BOOTHMAN late of Shelton Rectory Hanley in the County of Stafford and now of Buxton in the County of Derby Clerk in Holy Orders (herein-after called "the Vendor") of the first part ALICE GEORGINA MEADE of Stafford in the said County of Stafford the wife of Richard Edwin Meade Electrical Engineer and SARAH MARIA YATES of Wolfdale Rushton James in the said County of Stafford the wife of Joseph Yates of the second part and the NORTH STAFFORDSHIRE RAILWAY COMPANY (herein-after called "the Company") by Tonman Mosley Esquire and Francis William Bott Esquire two Directors of the Company of the third part.

1. Subject to the Company obtaining the Act of Parliament herein-after mentioned the Vendor agrees to sell and the Company agree to purchase for the sum of five thousand five hundred pounds the inheritance in fee simple in possession free from incumbrances (subject as herein-after mentioned) of the freehold hereditaments and premises known as Cliffe Park Hall with the rights and appurtenances thereto (including all mines and minerals in and thereunder and all timber thereon) situate in the parish of Horton in the said county of Stafford more particularly described in the First Schedule hereto and also at the additional price of one shilling per yard of so much of the freehold hereditaments and premises adjoining thereto known as Barnes Lee Farm and specified in the Second Schedule hereto with the rights and appurtenances thereto (including all mines and minerals in and thereunder and all timber thereon) as the Company shall desire to purchase and of such desire have given the Vendor his executors administrators or assigns or the parties hereto of the second part or one of them notice in writing at any time or times before the 25th day of March 1908 but so that the Company shall not purchase any part of the house outbuildings yard and garden comprised in the Second Schedule unless they also purchase the rest of the lands in the said Second Schedule lying between the same and the lake.

2. The Company shall in the next session of Parliament make application for and use their best endeavours to obtain an Act of Parliament giving them powers necessary to carry out this contract and in case such Act shall not be obtained on or before the 25th day of March 1905 then this contract shall be void.

3. The Company shall pay the said purchase money of five thousand five hundred pounds to the Vendor or as he shall direct on or before the said 25th day of March 1905 at the office of the Vendor's solicitors Messrs. Hamshaw and Phillimore Albion House Cheapside Hanley at which time and place the purchase of Cliffe Park Hall and premises shall be completed

A.D. 1904.

and shall complete the purchase of any portion of Barnes Lee Farm at the same place within three calendar months from the time or times of their having given notice of their desire to purchase the same as aforesaid.

4. The rents and profits or possession will be received or retained and the outgoings discharged by the Vendor up to the said 25th day of March 1905 or other times of completion as aforesaid as from which days all outgoings shall be discharged by and the rents and profits or possession shall belong to the Company and the rents profits and outgoings shall if necessary be apportioned for the purpose of this provision but the Company shall not be let into the actual possession or receipt of the rents and profits until the completion of the purchase and the Company shall on completion pay to the Vendor his proportion of the current rents less his proportion of current outgoings. If from any cause whatever other than the wilful default of the Vendor the purchase shall not be completed on or before the 25th day of March 1905 or other times of completion as aforesaid the Company shall pay to the Vendor interest on the balance of the purchase money at the rate of four pounds per centum per annum from that day until the completion of the purchase but this stipulation is without prejudice to the Vendor's rights under any other of the provisions of this contract.

5. The property is sold subject to all the usual outgoings to the rights of way and other easements specified in the schedule hereto and to all other rights of way water drainage and other easements (if any) affecting the same and to all existing liability to repair or contribute to the repair of roads ways sewers drains fences and other like matters and subject also to the existing tenancies and all allowances to and claims for compensation and other rights of the tenants.

6. The Vendor shall if and when required by the Company deliver to them or their solicitors an abstract of his title to the whole of the premises commencing with a deed of charge dated the 13th day of April 1886 made between the Vendor and others of the first part Sarah Bostock and others of the second part and Marmaduke Matthews and others of the third part and the Company shall within twenty-one days after the actual delivery of the abstract furnish to the Vendor's solicitors a statement in writing of their requisitions and objections (if any) to or on the title as adduced by such abstract and within seven days after the delivery of the Vendor's replies to the Company's requisitions and objections (if any) the Company shall furnish to the Vendor's solicitors a statement in writing of their further requisitions or objections (if any) arising on such replies and every requisition or objection not so stated shall be considered as waived and for the purpose of any objection or requisition the abstract shall be deemed perfect if it supply the information suggesting the same although otherwise defective and if no requisition or objection is so stated the title shall be considered as accepted and in these respects time shall be deemed of the essence of the contract and if the Company shall make and insist on any requisition or objection arising on this contract or the abstract or otherwise which the Vendor shall be unable to remove or comply with the Vendor shall notwithstanding any previous negotiation or litigation be at liberty on giving to the Company not less than ten days' notice in writing to annul this contract in

which case unless the objection or requisition shall have been in the meantime withdrawn this contract shall at the expiration of the notice be annulled accordingly. A.D. 1904.

7. As to the lands described in the First Schedule hereto formerly portion of the estate but now part of the Rudyard Reservoir or Lake or as to the quantity or extent of such lands or the rights of the Vendor in respect thereof and as to the annual rent of twenty-three pounds payable to the Vendor in respect of some portion thereof and as to the nature and extent of the Vendor's rights of fishing and boating on the said reservoir or lake no evidence of title or otherwise shall be required except such as may be afforded by the abstracted muniments and the Trent and Mersey and Caldon Canal Navigation Acts. Copies of such Acts may be inspected by the Company at the offices of the Vendor's solicitors but the Vendor shall not be bound to furnish abstracts thereof.

8. The Vendor and also the persons parties hereto of the second part shall if requested by and at the expense of the Company support the application to Parliament before-mentioned and do all acts required by the Company to ensure them the full enjoyment of the sporting and boating rights aforesaid without let or hindrance from riparian owners and to remove and annul all disabilities which the Company may be under in consequence of former litigation between them and the Vendor.

9. Now therefore each of them the persons parties hereto of the first and second parts hereby undertake and agree with and to the Company that they the said parties hereto of the first and second parts as owners of other property adjoining the said property or the said lake will not nor will any or either of them nor any person claiming through or under them or any or either of them in respect of such adjoining property (so far as the parties hereto of the first and second parts have power to bind any such person) in any way oppose the conversion of the said property into an hotel as aforesaid nor oppose any application to be made by the Company their successors or assigns or their tenants or manager for obtaining or renewing the necessary licences for using the said mansion house and premises as an hotel for the sale of beer wine and exciseable liquors by retail but will if desired at the request and expense of the Company their successors or assigns support such application.

10. The property is believed and shall be taken to be accurately described as to quantity and otherwise and any error misstatement or omission in this contract shall not annul the sale or be a ground for compensation or abatement on either side.

11. This agreement is made subject to such alterations as Parliament may think fit to make therein.

12. Except as herein otherwise expressed the Vendor and the Company shall respectively pay his and their own costs of and incident to this contract and the carrying out of the same.

As witness the hands of the said parties.

A.D. 1904.

The FIRST SCHEDULE before referred to.

FIRST PART.

All that capital mansion house with the cottage outbuildings yard garden pleasure grounds and appurtenances thereto belonging known as Cliffe Park Hall together with the woods plantation and land adjoining thereto now in the occupation of Arthur Leigh Esquire as yearly tenant and containing in the whole 40 acres 2 roods 14 poles or thereabouts and also all the park and meadow land adjoining to the before-mentioned premises now in the occupation of Richard Heath as yearly tenant and containing in the whole 24 acres 3 roods 35 poles or thereabouts And also all that messuage or cottage garden and outbuildings formerly used as an entrance lodge to the said mansion house together with the piece of meadow land adjoining thereto now in the occupation of Miss Frances Bostock and containing in the whole 1 acre 2 roods 7 poles or thereabouts And also all that roadway or strip of land 7 yards wide extending from the south-east side of the hereditaments above described to the highway leading from Leek and Harper's Gate towards Congleton Except and reserving out of the said roadway unto certain of the owners of the land on either side thereof of rights of way over and of laying water pipes under the same All which said mansion house cottage tenements outbuildings yards gardens and pieces of land are more particularly described in the second part of this schedule and are delineated on the plan hereunto annexed and thereon coloured green and distinguished by numbers corresponding to the numbers in the first column in the second part of this schedule together with the right of way of all purposes with or without horses cattle and carriages over and along the occupation roads between the points marked "A" and "B" "C" and "D" "C" "E" and "F" on the said plan together with full right and liberty for the Company their successors and assigns with their guests friends servants and all persons authorised by them in common with all other persons having similar rights to boat over Rudyard Lake (and such right shall exclude from any similar right (except for purposes of pleasure only) the Vendor and all other persons in respect of the other lands of the Vendor and the parties hereto of the second part joining the said lake) and together with (except so far as the Vendor or his predecessors in title have already granted the same and except as herein-after mentioned) the sole and exclusive right of fishery over and in that portion of Rudyard Lake which lies over lands formerly part of the estate of the predecessors in title of the Vendor which lands contain by estimation 100 acres or thereabouts and together with the sole and exclusive right to take and kill game over and in the same portion of the said lake and all other (if any) the rights and interests of the Vendor in such lands including the mines under such lands together with by way of grant all that annual rent of twenty-three pounds payable by the North Staffordshire Railway Company in respect of a certain portion of the lands now forming part of such reservoir except and always reserved unto the Vendor his heirs and assigns and the parties hereto of the second part the owner or owners for the time being of the lands edged red and yellow on the said plan and such part (if any) of the land coloured blue thereon as adjoins the said lake

and shall not be purchased by the Company the right to boat for purposes of pleasure only and to fish in the said lake And except also and always reserved unto the Vendor his heirs and assigns and the parties hereto of the second part and to the owner or owners for the time being of the land and premises edged with pink on the said plan and all persons authorised by him or them rights of way for all purposes with or without horses cattle or carriages over and along the road or way or intended road or way between the points marked "C" and "G" on the said plan And also the liberty to the said owner and owners to erect and make and continue and use a gate and gateway with all necessary approaches thereto and therefrom between the pieces of land marked with the Number 34 on the said plan and some part (between the said points "C" and "G") of the said last-mentioned road or way.

SECOND PART.

No. on Plan.	Description.	Cultivation.	Quantity.		
			A.	R.	P.
1	Cliffe Park mansion pleasure grounds garden and outbuildings.	—	1	3	21
2	Croft - - - - -	Meadow - - -	1	1	22
3	Stable croft - - - - -	Pasture - - -	1	3	27
5	Plantation - - - - -	Wood - - -	0	3	30
6	Pool - - - - -	Water - - -	1	2	4
7	Plantation - - - - -	Wood - - -	0	0	19
8	" - - - - -	" - - -	0	2	3
9	" - - - - -	" - - -	2	0	39
33	" and road - - - - -	" &c. - - -	0	2	29
50	Roughpiece - - - - -	Rough - - -	1	3	38
51	Cliffe Bank - - - - -	Wood - - -	27	1	22
(The above are all in the occupation of Arthur Leigh Esq.)			40	2	14
52	House outbuildings and garden - - -	—	0	1	3
53	House meadow - - - - -	Meadow - - -	1	1	4
(These two lots are in the occupation of Miss Frances Bostock)					
4	The park - - - - -	Pasture - - -	22	0	35
10	Coot meadow - - - - -	" - - -	2	3	0
(These two lots are in the occupation of Richard Heath)					
Total acreage - - - - -			67	0	16
60	The roadway - - - - -	Road - - -	Area not ascertained.		

The SECOND SCHEDULE before referred to.

FIRST PART.

All that messuage tenement farm lands and hereditaments situate and being in the parish of Horton aforesaid commonly called or known by the name of Barnes Lee Farm containing together 142 acres and 7 perches or thereabouts All which said premises are more particularly described in the second part of this schedule and are delineated on the plan herunto annexed and thereon coloured blue and distinguished by numbers corresponding to the

A.D. 1904.

numbers in the first column in the second part of this schedule Together with the rights of way boating fishing and other rights specified in the First Schedule hereto Except and always reserved unto the Vendor and the parties hereto of the second part the owner or owners for the time being of such part of Barnes Lee Farm aforesaid as shall not be purchased by the Company and unto the owner or owners for the time being of the land and premises edged pink on the said plan and all persons authorised by him or them rights of way for all purposes with or without horses cattle or carriages over and along the occupation road lying between the points marked "C" and "D" on the said plan (and also over and along the road or way or intended road or way between the points marked "G" "H" "K" and "B" on the said plan such road or way where not already formed to be of the width of 12 feet).

SECOND PART.

No. on Plan.	Description.	Cultivation.	Quantity.		
			A.	R.	P.
11	Plantation - - - - -	Wood - - - - -	0	0	32
12	" - - - - -	" - - - - -	0	1	6
13	Upper Barnes Lee Park and Farm	Pasture - - - - -	44	3	29
14	Plantation - - - - -	Wood - - - - -	0	2	15
15	Roe meadow - - - - -	Pasture - - - - -	3	2	18
16	Holly Knowl - - - - -	Arable - - - - -	10	1	19
17	Cow pastures - - - - -	Meadow - - - - -	15	0	27
18	Little meadow - - - - -	" - - - - -	0	2	18
19	Wood and rough - - - - -	Wood &c. - - - - -	0	2	4
20	Second White Horn Low - - - - -	Pasture - - - - -	6	0	28
21	} Plantation - - - - -	Wood - - - - -	3	3	29
23					
24					
22	Second Far Horn Low - - - - -	Pasture - - - - -	4	0	15
25	First Far Horn Low - - - - -	Arable - - - - -	8	2	13
26	First Near Horn Low - - - - -	Pasture - - - - -	7	1	18
27	House outbuildings yard and garden	- - - - -	1	0	31
28	Near new field - - - - -	Pasture - - - - -	5	3	9
29	Long White Horn Low - - - - -	Arable - - - - -	9	3	0
30	White Horn Low - - - - -	" - - - - -	8	2	18
31	Far new field - - - - -	Pasture - - - - -	5	1	39
32	Far meadow and outbuildings - - - - -	Arable &c. - - - - -	4	2	39
	Total - - - - -	- - - - -	142	0	7

Witness to the signature of the said  
Edward Duncan Boothman  
C. DAVIES  
Shelton Hall  
Stoke-upon-Trent.

E. DUNCAN BOOTHMAN.

Witness to the signature of the said  
Alice Georgina Meade  
NIGEL E. GODDARD  
Christ Church Vicarage  
Stafford  
Clerk in Holy Orders.

ALICE GEORGINA MEADE.

A.D. 1904.

Witness to the signature of the said  
Sarah Maria Yates  
CHARLES CORDY  
Macclesfield Arms  
Macclesfield  
Boots at Macclesfield Arms.

S. MARIA YATES.

Signed by Tonman Mosley and  
Francis William Bott two direc-  
tors for, and on behalf of the North  
Staffordshire Railway Company in  
the presence of  
R. E. PEARCE  
Secretary.

TONMAN MOSLEY }  
F. W. BOTT } Directors.

---

Printed by EYRE and SPOTTISWOODE,  
FOR  
T. DIGBY PIGOTT, Esq., C.B., the King's Printer of Acts of Parliament.

---

And to be purchased, either directly or through any Bookseller, from  
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or  
OLIVER AND BOYD, EDINBURGH; or  
E. PONSONBY, 116, GRAFTON STREET, DUBLIN.