

**CHAPTER xxix.**

An Act to confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act 1899 relating to the Caledonian Railway. A.D. 1913.
[4th July 1913.]

WHEREAS His Majesty's Secretary for Scotland has made the Provisional Order set forth in the schedule hereunto annexed under the provisions of the Private Legislation Procedure (Scotland) Act 1899 and it is requisite that the said Order should be confirmed by Parliament: 62 & 63 Vict.
c. 47.

Be it therefore 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. The Provisional Order contained in the schedule hereunto annexed shall be and the same is hereby confirmed. Confirmation
of Order in
schedule.

2. This Act may be cited as the Caledonian Railway Order Confirmation Act 1913. Short title.

A.D. 1913.

SCHEDULE.

CALEDONIAN RAILWAY.

Provisional Order to confer further powers on the Caledonian Railway Company in relation to their undertaking to extend the periods for the completion of railways and other works and for the purchase of lands to transfer to the Company the undertaking of the Bankfoot Light Railway Company to authorise the Callander and Oban Railway Company to hold and dispose of superfluous lands to confirm an agreement between the Corporation of Edinburgh the Company and the North British Railway Company relative to the Gorgie Markets Branch Railways and for other purposes.

WHEREAS it is expedient that the Caledonian Railway Company (hereinafter called "the Company") should be authorised for the purposes of their undertaking to make and maintain the works and to acquire and hold the lands described in this Order :

And whereas it is expedient that the time for the completion of the railways and works and for the purchase of the lands mentioned in this Order should be extended as therein provided :

And whereas by the Bankfoot Light Railway Order 1898 the Bankfoot Light Railway Company (hereinafter called "the Bankfoot Company") were incorporated and authorised to construct a light railway in the county of Perth between the Strathord railway station of the Company and Bankfoot :

And whereas the said railway has been constructed and opened for traffic and is worked and maintained by the Company :

And whereas the authorised capital of the Bankfoot Company is twenty-one thousand five hundred pounds which has been subscribed and fully called up and borrowing powers to the extent of seven thousand one hundred and sixty-six pounds have been conferred upon that company and have been exercised to the extent of five thousand and seventy-two pounds :

And whereas the outstanding liabilities of the Bankfoot Company are specified in the agreement set forth in the second

schedule to this Order and the Bankfoot Company are unable to defray the same and have agreed to transfer their undertaking to the Company in terms of the said agreement: A.D. 1913.

And whereas the creditors of the Bankfoot Company have agreed in writing to accept in discharge of their respective debts such proportion thereof as the purchase money payable by the Company under the said agreement will be sufficient to provide:

And whereas it is expedient that the said agreement should be confirmed and that the undertaking of the Bankfoot Company should be transferred to and vested in the Company:

And whereas in consequence of the passing of the Railway Companies (Accounts and Returns) Act 1911 it is necessary to provide with reference to certain preference stocks of the Company for an alteration in the date of termination of the Company's financial year:

And whereas it is expedient to confer on the Company the powers contained in this Order with respect to an hotel at or near their Gleneagles Station:

And whereas it is expedient to authorise the Callander and Oban Railway Company to hold and dispose of certain lands acquired by that company for the purposes of their undertaking which may not be required for those purposes:

And whereas the agreement set forth in the third schedule to this Order has been entered into between the Corporation of the city of Edinburgh the Company and the North British Railway Company in relation to certain branch railways connecting the Gorgie Markets of the said Corporation with the railways of the two railway companies and it is expedient that the said agreement should be confirmed:

And whereas plans and sections relating to the works authorised by this Order and plans of the lands which may be taken under the powers of this Order and books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the principal sheriff clerks of the counties of Dumfries Edinburgh and Lanark and are hereinafter referred to as the deposited plans sections and books of reference:

And whereas the purposes aforesaid cannot be effected without an Order of the Secretary for Scotland confirmed by Parliament under the provisions of the Private Legislation Procedure (Scotland) Act 1899:

A.D. 1913.

Now therefore in pursuance of the powers contained in the last-mentioned Act the Secretary for Scotland orders as follows:—

Short title.

1. This Order may be cited for all purposes as the Caledonian Railway Order 1913.

Incorporation of Acts.

2. The Lands Clauses Acts the Railways Clauses Consolidation (Scotland) Act 1845 and Part I. (relating to construction of a railway) Part II. (relating to extension of time) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863 are (except where and as expressly varied by this Order) incorporated with this Order.

Interpretation.

3. In this Order unless there be something in the subject or context repugnant to such construction—

The several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings;

The expression “the Company” means the Caledonian Railway Company;

The expression “the Bankfoot Company” means the Bankfoot Light Railway Company;

In the provisions of Part II. of the Railways Clauses Act 1863 incorporated with this Order:—

The expression “the railway and works” means for the purposes of this Order the railways and other works the time for the purchase of lands for or for the completion of which is by this Order extended and the expression “the company” means the company authorised to construct such respective railways and works or as the case may be the company authorised to acquire the lands the period for the compulsory purchase of which is hereby extended:

In the other provisions of the Acts wholly or partially incorporated with this Order the following expressions have for the purposes of this Order the meanings hereinafter attributed to them (that is to say):—

The expressions “the company” “the undertakers” and “the promoters of the undertaking” and other like expressions mean the Company;

The expressions “the railway” and “the undertaking” or other like expressions mean the works by this Order authorised;

The expressions "schoolmasters of the several parishes" and "schoolmasters" in sections 7 8 and 9 of the Railways Clauses Consolidation (Scotland) Act 1845 mean as regards any lands in a burgh the town clerk of such burgh and as regards any lands in a parish outside a burgh the clerk to the parish council of such parish. A.D. 1913.

4. Subject to the provisions of this Order the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the bridge widening in the county of Dumfries hereinafter described with all proper approaches works and conveniences in connection 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 (that is to say):—

Power to
Company to
make bridge
widening.

A bridge widening at Beattock in the parish of Kirkpatrick Juxta being a widening on the east side thereof of the bridge carrying the Company's main line of railway from Carlisle to Glasgow over the public road from Dumfries to Edinburgh near Craigiellands.

5. Subject to the provisions of this Order and in addition to the other lands which the Company are by this Order authorised to acquire the Company may enter upon take and use for the purposes of their undertaking the lands hereinafter described and delineated on the deposited plans and described in the deposited books of reference (that is to say):—

Power for
Company to
acquire cer-
tain lands.

In the county of Dumfries—

- (1) Certain lands in the parish of Kirkpatrick Juxta lying on the east side of and adjoining the Company's main line of railway from Carlisle to Glasgow south of Beattock Station.

In the county of Lanark—

- (2) Certain lands in the parish of Blantyre extending for a distance of six hundred and eighty yards or thereabouts along the north-east side of and adjoining the Company's Hamilton branch railway south-eastward from Blantyre station:
- (3) Certain lands in the parish of Blantyre lying on either side of the roadway leading from Whistleberry Road to Craighead Farm Steading and between the first-mentioned roadway and Craighead Iron Works:

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- (4) Certain lands in the parish of Blantyre lying partly on the north-east side of and partly on the south-west side of and adjoining the Company's branch railway from Blantyre to Auchinraith Junction and between that junction and New Station Road:
- (5) Certain lands in the parish of Blantyre lying on the south-west side of the Company's Hamilton branch railway and on either side of the Whistleberry Road and between the said railway and a point about one hundred and twenty yards westward thereof:
- (6) Certain lands in the parish of Blantyre lying on the south side of the Company's Strathaven branch railway and between Auchinraith Junction and Glasgow Road:
- (7) Certain lands in the parish of Blantyre lying partly on the north side of and partly on the south side of the Company's Strathaven branch railway and between a point about eighty yards eastward from Glasgow Road and the boundary between the parishes of Blantyre and Hamilton:
- (8) Certain lands in the burgh of Hamilton and the parish of Hamilton lying on the south-west side of and adjoining the Company's Strathaven branch railway and between the North British Railway Company's Hamilton branch railway and Greenfield Road.

In the county of Edinburgh—

- (9) Certain lands in the parish of West Calder lying on the south-east side of the Company's main line from Carstairs to Edinburgh and between that line and the disused Torphin Quarry.

Company
may hold
certain lands
already
acquired.

6. The Company may hold and use for the general purposes of their undertaking the following lands which have been already acquired by them (that is to say):—

In the county of Lanark—

- (1) Certain lands near Ashley Park House Fallside in the parish of Bothwell on the northern side of and adjoining the Company's line of railway from Glasgow to Edinburgh:

- (2) Certain lands at Carstairs Junction in the parish of Carstairs on the northern side of and adjoining the Company's Strawfrank fork line: A.D. 1913.
- (3) Certain lands at and near Fallside Station in the parish of Bothwell—
- (a) On the north side of the Company's Clydesdale Junction Railway and on the north side of and adjoining Coal Road;
- (b) On the south side of the said Clydesdale Junction Railway and on the south side of and adjoining the said Coal Road;
- (c) On the south side of the said Clydesdale Junction Railway partly adjoining Fallside Station and partly adjoining the road crossing the said railway at the east end of the said station:
- (4) Certain lands at Jerviston in the parish of Bothwell—
- (a) Lying between the Dalziel branch railway and the Company's railway from Mossend to Motherwell near Kirklee Cottage;
- (b) On the west side of and adjoining the said last mentioned railway to the south of Kirklee Cottage;
- (c) On the east side of and adjoining the said Dalziel branch railway and south of Cobbleton Plantation;
- (d) On each side of and adjoining the said Dalziel branch railway on the north side of the road leading from Motherwell to Cleekhimin:
- (5) Certain lands at Park Farm in the parish of Blantyre adjoining the Company's Hamilton and Strathaven branch railway:
- (6) Certain lands at Priestfield in the parish of Blantyre adjoining the said Hamilton and Strathaven branch railway:
- (7) Certain lands in the parish of Hamilton—
- (a) On the west side of and adjoining the said Hamilton and Strathaven branch railway and south of the road leading to Little Udston Farm;

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(b) On the west side of and adjoining the said branch railway to the north of Udston Colliery ;

(c) On the east side of and adjoining the said branch railway and extending along the same for a quarter of a mile or thereby opposite Udston Colliery :

(8) Certain lands in the parish of Hamilton—

(a) On either side of and adjoining the said Hamilton and Strathaven branch railway east of Hillhouse Cottage ;

(b) On the south side of and adjoining the said branch railway and on the west side of and adjoining the road crossing the said branch railway near Mid Stonehall :

(9) Certain lands at Neilsland in the parish of Hamilton on each side of and adjoining the said Hamilton and Strathaven branch railway and on the south-east side of the road crossing the said branch railway near Mid Stonehall :

(10) Certain lands in the parish of Dalziel forming the solum of the Company's Wishaw Estate railways and relative sidings :

(11) Certain lands at or near the Provan Gas Works of the Corporation of Glasgow in the parish of Glasgow —

(a) Partly on the north side of and adjoining the Company's Blochairn branch railway and partly on the west side of and adjoining the Company's Glasgow lines ;

(b) On the east side of and adjoining the said Glasgow lines ;

(c) On the west side of and adjoining the diverted Broomfield Road and between Garngad Road and the said Glasgow lines ;

(d) On the south side of and adjoining the Company's Glasgow and Garnkirk railway west of Germiston High Junction :

- (12) Certain land at Shieldmuir in the parish of Dalziel on the north side of the Company's Wishaw and Coltness branch railway : A.D. 1913.
- (13) Certain land part of the farm of Flemington in the parish of Dalziel on the south side of and adjoining the said Wishaw Estate railway and to the west of Røbberhall Road :
- (14) Certain land at Hayhill in the parish of Old Monkland on the south side of and adjoining the Company's main line from Glasgow to Perth to the west of Garnqueen Fire Clay Works.

In the county of Edinburgh—

- (15) Certain lands in the parish of Saint Cuthberts on the north side of the road from Canonmills to Leith and on the west side of Newhaven Road at the Company's Bonnington goods and mineral station on their Leith lines :
- (16) Certain lands in the parish of South Leith between Eastfield Place and Leith Links forming part of and adjoining the Company's South Leith goods station branch railway :
- (17) Certain lands near and to the east of Slateford Station in the city parish of Edinburgh—
- (a) Between Slateford Road and the Company's main line of railway from Carstairs to Edinburgh ;
- (b) Between the said railway and the Union Canal.

In the county of Dumfries—

- (18) Certain lands in the parish of Dumfries on the east side of the Company's Dumfries and Lockerbie branch railway to the north of their Dumfries goods station.

In the county of Forfar—

- (19) Certain lands in the parish of Dundee in the city and Royal burgh of Dundee lying on the east side of and adjoining the Company's Newtyle branch railway north of the bridge carrying King's Cross Road over the said branch railway.

In the county of Perth—

- (20) Certain lands in the parish of Dunblane and Lecropt to the north-west of Dunblane station on the

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Company's main line from Glasgow to Perth and lying between Springfield Terrace and the Company's railway :

- (21) Certain lands in the city and Royal burgh of Perth on the west side of the Company's main line from Glasgow to Perth and between Saint Leonard's Bridge on the north and Craigie Haugh on the south :
- (22) Certain lands in the parish of Meigle on the south-east side of and adjoining the Company's Alyth branch railway to the east of Alyth Junction station.

In the county of Renfrew—

- (23) Certain lands in the parish of Port Glasgow on the north side of and adjoining the Company's Greenock branch railway and between the said railway and Port Glasgow parish churchyard :
- (24) Certain lands in the parish of Port Glasgow on each side of and adjoining the said Greenock branch railway at Port Glasgow station :

And the expenditure of money by the Company in or about the purchase of the said lands is hereby sanctioned and confirmed.

For the purposes of section 3 of the Housing of the Working Classes Act 1903 as applied to Scotland by the Housing Town Planning &c. Act 1909 such lands shall be deemed to have been acquired under the powers of this section.

Period for completion of bridge widening.

7. If the bridge widening by this Order authorised is not completed within five years from the passing of the Act confirming this Order then on the expiration of that period the powers by this Order granted for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Period for compulsory purchase of lands.

8. The powers for the compulsory purchase of lands under this Order shall cease after the expiration of three years from the passing of the Act confirming this Order.

Persons under disability may grant servitudes &c. by agreement.

9. Persons empowered by the Lands Clauses Acts to sell and convey or discharge lands may if they think fit subject to the provisions of those Acts and of this Order grant to the Company any servitude right or privilege (not being a servitude right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this

Order in over or affecting any such lands and the provisions of the said Acts with respect to lands and feu duties or ground annuals so far as the same are applicable in this behalf shall extend and apply to such grants and to such servitudes rights and privileges as aforesaid respectively. A.D. 1913.

10. The Company may in connection with the construction of the bridge widening by this Order authorised but only for such time and to such extent as may be necessary for that purpose stop up temporarily in whole or in part or otherwise temporarily interfere with the public road from Dumfries to Edinburgh near Craigiellands. Temporary stopping up of road.

11. The Company may make the bridge widening by this Order authorised of a height and span not less than the height and span of the existing bridge. Height and span of bridge widening.

12. All private rights of way or servitudes in over or across any lands which shall under the powers of this Order 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 or servitudes 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. As to private rights of way over lands taken compulsorily.

13. The Company may make and maintain in or through any of the lands referred to in the section of this Order the marginal note of which is "Power for Company to acquire certain lands" such roads or ways for the accommodation of the owners or occupiers of such lands or of the adjoining lands and in substitution for any existing roads or ways in or through such lands as the Company may think fit or as may be agreed upon between the Company and any such owner or occupier. Power to make roads.

14. And whereas it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of this Order and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 90 of the Lands Clauses Consolidation (Scotland) Act 1845 the owners of and other persons interested in any of the properties described in the first schedule to this Order and whereof parts only may be required for the purposes of this Order may (if the same can in the opinion of the jury Owners may be required to sell parts only of certain properties.

A.D. 1913. arbiters or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of the premises without material detriment thereto) be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions taken by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise Provided that if in any case in the opinion of the jury arbiters or other authority as aforesaid any such portions cannot be severed from the remainder of such property without material detriment thereto the Company may at any time within one month after the date of the final decision^a of such jury arbiters or other authority withdraw their notice to treat for the portions required by them and thereupon they shall pay to the owners of and other parties interested in the property in respect of any portions of which they have given notice to treat all loss and damage sustained and all costs charges and expenses (as the same shall be taxed as between solicitor and client) reasonably incurred by them in consequence of such notice Provided also that nothing in this section contained shall be held as determining whether the properties described in the said schedule are or are not subject to the provisions of section 90 of the Lands Clauses Consolidation (Scotland) Act 1845.

Single
arbiter.

15. In all cases of disputed compensation arising under this Order in respect of land to be taken compulsorily or otherwise which fall to be determined under the provisions of the Lands Clauses Acts it shall unless the Company and the other party or parties to the dispute concur in the appointment of a single arbiter in terms of such Acts be in the power of the Company or such other party or parties to apply to the Secretary for Scotland to appoint a single arbiter to determine the compensation to be paid and it shall not be competent thereafter to have the same determined by arbiters oversman sheriff or jury acting under the last mentioned Acts The said arbiter upon appointment shall be deemed to be a sole arbiter within the meaning of the Lands Clauses Acts and the provisions of those Acts with regard to arbitration shall apply accordingly and the arbiter shall notwithstanding anything contained in the said Acts determine the amount of expenses in the arbitration and such determination shall be final The remuneration of the

said arbiter shall failing agreement be fixed by the Secretary A.D. 1913.
for Scotland.

16. The tribunal to whom any question of disputed compensation under this Order in respect of land taken compulsorily or otherwise is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company has been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant:

Costs of arbitration in certain cases.

Provided that it shall be lawful for the Lord Ordinary on the Bills or the sheriff of the county in which the lands are situate in respect of which the claim has arisen to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge or sheriff after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the enquiry and otherwise as to such judge or sheriff may seem just and proper under all the circumstances of the case:

Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation (Scotland) Act 1845 either contained or was endorsed with a notice of the effect of this section.

17. For the protection of the county council of the county of Lanark and the district committee of the Middle Ward of that county (who for their respective rights jurisdictions and interests under and in virtue of the Local Government (Scotland) Acts 1889 to 1908 the Roads and Bridges (Scotland) Acts 1878 to 1892 and the Public Health (Scotland) Acts 1897 to 1907 are in this section included in the expression "the county authorities") the following provisions (unless otherwise agreed upon between

For protection of Lanarkshire county authorities.

A.D. 1913. the Company and the county authorities) shall apply and have effect (that is to say):—

- (1) In connection with the acquisition by the Company of certain lands in the parish of Blantyre as provided for by the section of this Order of which the marginal note is "Power for Company to acquire certain lands" the Company shall not detrimentally affect the existing means of access to the county authorities' refuse destructor premises situated on the north side of the Company's Hamilton branch railway:
- (2) The acquisition by the Company of the lands before mentioned shall not in any way affect the right and title of the county authorities in and to the line of sewer belonging to the said authorities which is carried through lands situated to the north and south of the Company's railways and which is shown on a plan signed in duplicate as relative hereto of date the eighteenth day of February nineteen hundred and thirteen by Hugh Reid Buchanan solicitor for the Company and William Edward Whyte clerk to the District Committee of the Middle Ward of the county of Lanark and if the Company at any time propose to erect embankments or any other works over the line of the said sewer or in such close proximity to the sewer as in the opinion of the county authorities would endanger the same or affect the proper use thereof they shall in the option of the county authorities either strengthen the sewer and provide new means of access thereto in such a manner as the county authorities may specify or secure and convey to the county authorities a new line for the same satisfactory to the county authorities and at their own expense construct therein a new sewer according to plans sections and specifications to be approved of by the county authorities In the event of a new line of sewer being provided the Company shall in addition at their own expense make all necessary connections between properties and subjects which may at the time of alteration have been connected to the existing sewer all to the satisfaction of the county authorities:
- (3) In the event of the Company exercising their compulsory powers for the purchase of the lands

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belonging to the county authorities numbered 18 and 19 on the deposited plans in the parish of Blantyre so as to interfere with the sludge pit effluent pipe and regulating chamber in connection with the Blantyre Special Drainage District situated therein the Company shall at their own expense restore the same so far as may be necessary to the satisfaction of the county authorities :

- (4) Any difference or dispute arising between the Company and the county authorities as to the exercise by the county authorities of their powers under subsection (2) of this section or as to any of the matters before referred to shall be referred for final decision to a single arbiter to be mutually agreed on or failing agreement to be appointed in terms of the Arbitration (Scotland) Act 1894 :
- (5) If the Company reconstruct the superstructure of the bridge carrying their railway over the existing road which forms a continuation of John Street Blantyre and leads to the county authorities' refuse destructor premises they shall use their best endeavours to make the floor of the said bridge watertight.

18. The powers granted by the Glasgow and Renfrew District Railway Act 1897 as now extended by the Glasgow and South Western Railway Order 1911 for the compulsory purchase of the several lands referred to in the second schedule to the Glasgow and South Western Railway Order 1906 are hereby further extended and shall continue in force and may subject to the provisions of section 24 (For protection of trustees of Clyde Navigation) of the said Order of 1911 be exercised by the Company and the Glasgow and South Western Railway Company for the further period of two years from the sixth day of August one thousand nine hundred and fourteen and on the expiration of that period those powers shall cease but nothing in this Order shall relieve the said companies from the obligation or restrictions imposed by section 30 (Restrictions on displacing persons of labouring class) of the said Act of 1897.

Extension of time for purchase of lands for Glasgow and Renfrew District Railway.

19. The period limited by the Glasgow and Renfrew District Railway Act 1897 as now extended by the Glasgow and South Western Railway Order 1908 for the completion of Railway No. 5 authorised by the said Act of 1897 is hereby further extended for a period of three years from the sixth day of

Extension of time for completion of Glasgow and Renfrew District Railway.

A.D. 1913. August one thousand nine hundred and thirteen and sections 12 and 13 of the Glasgow and South Western Railway (Darvel and Lanarkshire Railway Transfer) Order 1904 shall so far as the same relate to or affect the said railway be read and construed accordingly. If the said railway is not completed within the said period of three years then on the expiration of that period the powers for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed. Provided that notwithstanding anything in this Order to the contrary the Company and the Glasgow and South-Western Railway Company shall be bound after the trustees of the Clyde Navigation have broken ground with a view to the construction of their new dock at Renfrew on their land immediately adjoining Railway No. 5 aforesaid and other works in connection with the said dock if and when required by Alexander Archibald Hagart Speirs of Elderslie to carry out and complete the formation of a road or street sixty feet in width along the surface of which the said Railway No. 5 is to be constructed as a double line of railway all as specified in Clause 3 of the Agreement between the promoters of the Glasgow and Renfrew District Railway and Alexander Archibald Speirs dated twentieth twenty-third and twenty-sixth February one thousand eight hundred and ninety-seven or so much of said works as the said Alexander Archibald Hagart Speirs may from time to time require and that within one year from the date of any such requisition.

Extending
period for
completion
of Railway
No. 3 of
Act of 1899.

20. The period limited by the Caledonian Railway (General Powers) Act 1899 for the completion of Railway No. 3 authorised by that Act as now extended by the Caledonian Railway Order 1909 is hereby further extended for three years from the expiration of the said period that is until the ninth day of August One thousand nine hundred and sixteen and the sections of the above Act which relate to the period for the completion of the said railway and to the penalties exigible in the event of the same not being completed within the period thereby limited for the completion thereof shall be read and construed as if the period for such completion referred to in those sections did not expire until the expiration of the extended period hereby limited.

Extending
period for
completion
of certain
works under
Act of 1900.

21. The period within which the Company are required by section 26 (For the protection of the Corporation of Glasgow) of the Caledonian Railway Act 1900 to carry out the street improvements and works referred to in that section as now

extended by the Caledonian Railway Order 1910 is hereby further extended for three years from the expiration of the said period that is until the sixth day of August one thousand nine hundred and sixteen. A.D. 1913.

22. The powers granted by the Caledonian Railway Order 1910 for the compulsory purchase and taking of the lands in the parish of Govan the city and Royal burgh of Glasgow the parish of Rutherglen the Royal burgh of Rutherglen the parish of Old Monkland the burgh of Coatbridge and the parish of Hamilton all in the county of Lanark described in section 5 of the said Order and therein numbered respectively (1) (2) (3) (4) (6) and (7) and for the compulsory purchase of the lands required for the construction of the bridge lengthening (Work No. 1) by that Order authorised are hereby extended and may be exercised by the Company at any time within but shall cease after the expiration of two years from the twenty-sixth day of July one thousand nine hundred and thirteen. Extending time for purchase of certain lands under Order of 1910.

23. The agreement between the Company and the Bankfoot Company as set forth in the second schedule to this Order (hereinafter in this Order referred to as "the Bankfoot agreement") is hereby confirmed and made binding on the parties thereto and shall be carried into effect according to the tenor thereof. Confirming agreement with Bankfoot Company.

24.—(1) As on and from the first day of February one thousand nine hundred and twelve the undertaking of the Bankfoot Company including all lands acquired by the Bankfoot Company and all other property heritable and moveable belonging to that company and all rights powers and privileges conferred on or vested in the Bankfoot Company by or by virtue of the Bankfoot Light Railway Order 1898 or otherwise (except the power of raising money by borrowing) shall be deemed to have been and is hereby transferred to and vested in the Company subject to the duties and liabilities imposed upon the Bankfoot Company by the said Order but (notwithstanding anything contained in section 55 of the Railways Clauses Act 1863) freed and discharged from all debts including debentures debenture stock and mortgages and money due from and other contracts obligations and liabilities of the Bankfoot Company other than feu duties or ground annuals (if any) payable by the Bankfoot Company in respect of land acquired for the purposes of the undertaking of the Bankfoot Company. Vesting of Bankfoot undertaking in Company.

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(2) All unexercised powers of the Bankfoot Company of raising money by borrowing are hereby cancelled.

(3) From and after the date of vesting the undertaking of the Bankfoot Company shall for the purposes of tolls rates and charges be deemed to have formed part of the undertaking of the Company Provided that no claim shall be competent against the Company in respect of any toll rate or charge levied or incurred prior to the date of the passing of the Act confirming this Order which would not have been competent against the Bankfoot Company if this Order had not been confirmed.

As to officers
of Bankfoot
Company.

25. Notwithstanding the vesting in the Company of the undertaking of the Bankfoot Company the secretary and other officers (if any) of the Bankfoot Company shall not be or become officers of the Company.

Receipt for
purchase
money.

26. A receipt in writing under the hand of the secretary for the time being of the Bankfoot Company for the purchase or consideration money payable under the Bankfoot agreement shall effectually discharge the Company from liability for such purchase or consideration money and from being concerned to see to the application thereof and from being answerable or accountable for the loss misapplication or non-application thereof.

Application
of purchase
money and
dissolution
of Bankfoot
Company.

27.—(1) So soon as the Bankfoot Company shall have applied the said purchase or consideration money in terms of the Bankfoot agreement and the affairs of the Bankfoot Company have been wound up the Bankfoot Company shall be by virtue of this Order dissolved.

(2) For the purpose of applying the said purchase or consideration money and winding up the affairs of the Bankfoot Company the directors of the Bankfoot Company in office at the date of the passing of the Act confirming this Order shall continue in office without re-election or re-appointment until the dissolution of the Bankfoot Company and may and shall exercise all powers necessary in connection with the application of the said purchase or consideration money and the winding up of the affairs of the Bankfoot Company.

As to divi-
dends on cer-
tain prefer-
ence stocks
of Company.

28. Where the terms of issue of any preference stock of the Company provide for payment of the dividends on such stock out of the profits of each year ending on the thirty-first day of

January then in the case of each such preference stock the thirty-first day of December in each year shall as from the first day of August one thousand nine hundred and twelve be substituted for the thirty-first day of January.

A.D. 1913.

29. The Company may construct or subscribe towards the cost of the construction equipment and maintenance of an hotel at or near the Gleneagles Station of the Company and may take and hold shares or stock in any company formed for carrying on such undertaking. The terms and conditions on which any such subscription as aforesaid may be made may include the nomination by the Company of a director or directors of any such company as aforesaid. All outgoings and receipts paid or received by the Company under this section shall according to the nature thereof respectively be charged to or form part of the capital or revenue of the Company.

Hotel at or
near Gleneagles
station.

30. And whereas lands have from time to time been purchased or acquired by the Callander and Oban Railway Company (in this section called "the Oban Company") adjoining or near to railways or stations belonging to that company which may not be immediately required for the purposes of the undertaking of the Oban Company and it is expedient that further powers should be conferred upon that company with respect to such lands. Therefore notwithstanding anything contained in the Lands Clauses Consolidation (Scotland) Act 1845 or in any Act or Order relating to the Oban Company with which that Act is incorporated the Oban Company shall not be required to sell or dispose of any such lands which may not be immediately required for such purposes but may retain hold or use or may lease or otherwise dispose of the same on such terms as the Oban Company may think fit:

Power to
Callander
and Oban
Railway
Company to
retain lease
&c. super-
fluous lands.

Provided that nothing in this section shall apply to the area of ground at Oban described in the fourth schedule to this Order or affect the question whether the said area was or was not superfluous land in the sense of section 120 of the Lands Clauses Consolidation (Scotland) Act 1845 at the date of the application for this Order.

31. The agreement between the lord provost magistrates and council of the city of Edinburgh of the first part the Company of the second part and the North British Railway

Confirma-
tion of
agreement
between Cor-

A.D. 1913.
 Incorporation of
 Edinburgh
 the Company
 and North
 British
 Railway
 Company.

Company of the third part as set forth in the third schedule to this Order is hereby sanctioned and confirmed and made binding on the parties thereto and shall be carried into effect according to the tenor thereof and during the currency of the said agreement and subject to the provisions thereof the Gorgie Markets branch and the Slateford branch (as the same are defined in the said agreement) shall for all purposes of traffic tolls rates and charges be deemed to form part of the undertaking of the North British Railway Company and of the undertaking of the Company respectively and during the period and subject as aforesaid the North British Railway Company may in respect of traffic to from and upon the Gorgie Markets branch and the Company may in respect of traffic to from and upon the Slateford branch demand receive and recover the rates and charges specified in the said agreement.

Application
 of funds of
 Company.

32. The Company may apply towards any of the purposes of this Order to which capital is properly applicable any capital or funds belonging to or authorised to be raised by them which may not be required for the purposes for which the same were authorised to be raised or directed to be applied.

33.—(1) Nothing in this Order or in the Bankfoot Agreement shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Bankfoot Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of the Act confirming this Order be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Bankfoot Company is transferred to and vested in the Company as freely and fully in all respects as he was entitled to do before the passing of the Act confirming this Order.

(2) Nothing in this Order 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 Order not become law. A.D. 1913.

34. Nothing in this Order 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 passed before or after the passing of the Act confirming this Order 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 authorised to be taken by the Company.

Provision
as to general
Railway
Acts.

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

Costs of
Order.

SCHEDULES referred to in the foregoing Order.

THE FIRST SCHEDULE.

HOUSES BUILDINGS OR MANUFACTORIES PARTS ONLY OF WHICH MAY BE TAKEN.

Parish.	Nos. on deposited Plans.
LAND NEAR BLANTYRE STATION.	
Blantyre - - - - -	2 3 7 8 18 19 31 32 33 34 35.

A.D. 1913.

THE SECOND SCHEDULE.

AGREEMENT between the CALEDONIAN RAILWAY COMPANY (hereinafter called "the Caledonian Company") of the first part and the BANKFOOT LIGHT RAILWAY COMPANY (hereinafter called "the Bankfoot Company") of the second part.

First The Caledonian Company shall purchase and the Bankfoot Company shall sell to the Caledonian Company the Bankfoot Light Railway constructed under the authority of the Bankfoot Light Railway Order 1898 and the whole property rights and interests connected therewith as at first February nineteen hundred and twelve. The subjects purchased by and to be transferred to the Caledonian Company as herein provided are hereinafter referred to as "the Bankfoot undertaking". The provisions of the Railways Clauses Act 1863 Part V. shall apply to this agreement except in so far as modified hereby.

Second As the price or consideration for the transfer of the Bankfoot undertaking the Caledonian Company shall pay to the Bankfoot Company or to their agent specially authorised by them for that purpose the sum of five thousand two hundred and fifty pounds which sum the Bankfoot Company agree to accept as full consideration for said transfer. Said sum shall bear interest at four per cent. from first February nineteen hundred and twelve until payment. The price shall be payable immediately after parliamentary sanction to the transfer shall have been obtained.

Third The said sum of five thousand two hundred and fifty pounds shall be applied by the Bankfoot Company in extinguishing their whole debts and outstanding liabilities as specified in the schedule of liabilities signed of even date herewith on behalf of the Caledonian Company by John Blackburn their secretary and on behalf of the Bankfoot Company by Thomas Dempster solicitor Perth their secretary and certified by the Bankfoot Company to be a complete list of their debts and liabilities. Prior to the execution of this agreement by the Caledonian Company the Bankfoot Company shall produce evidence to the reasonable satisfaction of the Caledonian Company of the willingness of the creditors of the Bankfoot Company to accept in full of their claims against that company a sum representing seventy per cent. of the principal amount of their claims with interest on said sum at four per cent. from first February nineteen hundred and twelve.

A.D. 1913.

Fourth The transfer of the Bankfoot undertaking to the Caledonian Company shall be held to take place as at first February nineteen hundred and twelve notwithstanding the date hereof or the date on which the necessary statutory authority is obtained. From and after first February nineteen hundred and twelve the Caledonian Company shall be entitled to the whole revenue of the Bankfoot undertaking and shall be liable for the expenses of working and maintaining the same. In the said working expenses shall be included the rates and taxes and outlays connected with any separate management or administration of the Bankfoot undertaking pending the statutory transference of the undertaking other than directors' fees the salaries of the secretary and other officials and legal expenses which fees salaries and expenses shall be payable by the Bankfoot Company.

Fifth The Bankfoot Company shall grant all such deeds and documents and do such other acts as may be necessary for carrying this agreement into effect and for vesting the Bankfoot undertaking in the Caledonian Company.

Sixth The Caledonian Company shall not be entitled to make any claim or call upon any shareholder of the Bankfoot Company in respect of calls on shares which may be unpaid and in arrear.

Seventh No director officer or servant of the Bankfoot Company shall have any claim against the Caledonian Company for compensation or otherwise in respect of this agreement or of the transfer of the Bankfoot undertaking to the Caledonian Company.

Eighth This agreement shall be scheduled to a Provisional Order to be promoted by the Caledonian Company and shall be subject to such alterations as the Secretary for Scotland or Parliament may make thereon. The parties undertake to use their best endeavours to obtain parliamentary sanction to the agreement. Should any alteration on the agreement be made by the Secretary for Scotland or Parliament which in the opinion of Sir Alfred Cripps K.C. M.P. is material any of the parties may withdraw from the agreement.

Ninth The Caledonian Company shall pay to the Bankfoot Company the sum of fifty pounds towards the expenses incurred and that may be incurred by or on behalf of the Bankfoot Company in connection with the preparation adjustment and execution of this agreement and with the carrying out of the same including the expense of and in connection with the Provisional Order to be promoted for obtaining parliamentary sanction hereto as hereinbefore provided. Such Order shall be promoted by the Caledonian Company at their own expense.

Tenth Both parties shall implement and fulfil this agreement to each other in good faith and any difference arising between them in connection with the interpretation or carrying into effect of the same shall be referred to a single arbiter to be agreed upon or

A.D. 1913. failing agreement to be appointed in terms of the Arbitration (Scotland) Act 1894.

In witness whereof these presents written on this and the two preceding pages by Mungo Young Tait clerk to the said Caledonian Railway Company in their solicitor's office in Glasgow are executed as follows (viz.) They are subscribed for and on behalf of the said Bankfoot Light Railway Company by James Paton and John Masterson two of the directors and Thomas Dempster the secretary of the company and are sealed with the common seal of the company and the schedule of liabilities referred to in these presents is signed by the said Thomas Dempster all at Perth on the twenty-second day of November nineteen hundred and twelve before these witnesses James Easson and James McKechnie both law clerks twenty-nine South Methven Street Perth and they are subscribed for and on behalf of the said Caledonian Railway Company by Sir Charles Bine Renshaw Baronet and Henry Erskine Gordon two of the directors and John Blackburn the secretary of the Company and are sealed with the common seal of the Company and the said schedule is also signed by the said John Blackburn all at Glasgow on the twenty-sixth day of said month of November and year last mentioned before these witnesses John Smeaton and John Richmond both clerks to the said Caledonian Railway Company in their secretary's office in Glasgow.

J. SMEATON Witness.
JOHN RICHMOND Witness.



C. BINE RENSHAW Dr.
H. E. GORDON Dr.
J. BLACKBURN Secy.

JAMES EASSON Witness.
JAMES MCKECHNIE Witness.



JAMES PATON Director.
JOHN MASTERSON Director.
THOMAS DEMPSTER Secy.

BANKFOOT LIGHT RAILWAY COMPANY.

Schedule of Liabilities referred to in and signed as relative to and of even date with minute of agreement between the Caledonian Railway Company and the Bankfoot Light Railway Company.

	£	s.	d.
Mortgage holders as per Bankfoot Light Railway Company's register of mortgages	5,072	0	0
Roderick Fraser—Bill held by Bank of Scotland	550	0	0
Do. Debt	10	0	0

	£	s.	d.	A.D. 1913.
Cash balance due to secretary - - - - -	50	0	0	—
Rates and taxes unpaid - - - - -	29	0	0	
Auditor's fees unpaid - - - - -	89	10	0	
Miscellaneous small accounts amounting to - - - - -	45	0	0	
Secretary's remuneration for salary clerks and writings since incorporation of Company modified to - - - - -	600	0	0	
Balance of law expenses since incorporation of the Com- pany to 31st January 1912 unpaid - - - - -	420	0	0	
Caledonian Railway Company, balance on revenue - - - - -	645	0	0	
	£7,510 10 0			

NOTE.—The above do not include interest accrued to 31st January 1912.

J. BLACKBURN Secy.

THOMAS DEMPSTER Secy.

THE THIRD SCHEDULE.

AGREEMENT between the LORD PROVOST MAGISTRATES AND COUNCIL OF THE CITY OF EDINBURGH (hereinafter called "the corporation") of the first part the CALEDONIAN RAILWAY COMPANY (hereinafter called "the Caledonian Company") of the second part and the NORTH BRITISH RAILWAY COMPANY (hereinafter called "the North British Company") of the third part.

WHEREAS by the Edinburgh Corporation (Markets Slaughterhouses &c.) Order Confirmation Act 1903 the corporation were authorised to provide new corn and cattle markets and slaughterhouses on certain lands at Gorgie in the city of Edinburgh:

And whereas said corn and cattle markets and slaughterhouses have been completed and are in use and it is desirable to arrange for railway facilities in connection therewith:

And whereas the corporation have constructed the branch railway and sidings and other works delineated and coloured red on the plan No. 1 annexed and sealed as relative hereto connecting the said markets of the corporation at Gorgie with the railway of the North

A.D. 1913. British Company near Gorgie Station (hereinafter referred to as "the Gorgie Markets Branch") and the cost of the Gorgie Markets Branch so far as situated within the boundary of the lands belonging to the North British Company (shown said boundary coloured green on said plan) has been or will be borne by the North British Company and the cost of the remainder of the Gorgie Markets Branch has been borne by the corporation :

And whereas the Caledonian Company have constructed the branch railway and sidings and other works delineated and coloured red on the plan No. 2 annexed and sealed as relative hereto connecting the said market with the railway of the Caledonian Company at Slateford Station (hereinafter referred to as "the Slateford Branch") and the cost of the Slateford Branch so far as situated within the boundary of the lands belonging to the Caledonian Company (shown said boundary coloured green on said plan) has been or will be borne by the Caledonian Company and the cost of the remainder of the Slateford Branch so far as not exceeding the sum of five thousand pounds has been or will be borne by the corporation :

And whereas it will be convenient and is expedient that the North British Company should work the traffic of and over the Gorgie Markets Branch and that the Caledonian Company should work the traffic of and over the Slateford Branch :

Therefore the parties hereto have agreed and do hereby agree as follows :—

First The North British Company and the Caledonian Company respectively shall during the continuance of this Agreement have the exclusive right to work and run over and shall work and maintain the Gorgie Markets Branch and the Slateford Branch respectively without payment in either case to the corporation in respect of the land or works provided by or at the cost of the corporation. The traffic to be worked over and upon the said branch railways shall consist of all traffic arising or terminating in or at the said markets the slaughterhouses cattle marts warehouses stores and other premises established or to be established therein or in connection therewith and passing or destined to pass to from over upon or beyond the respective systems of the railway companies. The foregoing obligation as to maintenance shall not extend to or include damage to the said branch railways by mineral workings on land belonging to the corporation but such damage shall be repaired at the cost of the corporation.

Second If at any time during the currency of this agreement any new or additional lines sidings or other works accommodation

or appliances upon the property of the corporation are reasonably required by the railway companies or either of them for the proper efficient and safe working of the said branch railways or the traffic thereon as aforesaid (other than such works accommodation or appliances as are required for the maintenance of the said branch railways) the same shall be provided by the corporation at their own cost in accordance with plans and specifications to be previously approved of by the engineers of the railway companies respectively. Any dispute in this connection between the parties or any two or more of them (including any dispute between the two railway companies as to whether any such new line or other work or appliance is required) shall be referred to arbitration as hereinafter provided.

A.D. 1913.

Third Unless otherwise agreed between the railway companies the siding and other accommodation provided or that may be provided in terms of this agreement in connection with the system of the one railway company shall be such as will permit of the same kind of traffic being dealt with as it shall be possible to deal with at the sidings and other accommodation provided or that may be provided as aforesaid in connection with the system of the other railway company and no other.

Fourth The Gorgie Markets Branch and the Slateford Branch respectively shall for all purposes of traffic and tolls rates and charges and facilities and as between the railway companies and the corporation and all persons sending or receiving traffic over the same be held to belong to the railway companies respectively and to form part of their respective undertakings and the rates payable for all traffic to from and upon the Gorgie Markets Branch shall be the North British Company's Gorgie Station rates without rebate of any kind and no higher rates or charges and the rates payable for all traffic to from and upon the Slateford Branch shall be the Caledonian Company's Gorgie Station rates without rebate of any kind and no higher rates or charges subject to the special arrangement and condition that the railway companies may in respect of any merchandise consigned in lots of less than one ton make reasonable additional charges in proportion to the weight of the consignment and may in respect of merchandise comprised in Classes A and B of the railway companies' statutory classifications exclusive of manure (street stable farmyard in bulk) draff lime for disinfecting purposes moss litter mangel tan and turnips make charges not exceeding twopence per ton over and above the said station rates.

Fifth The railway companies shall comply with all regulations in force from time to time as to cleaning and white-washing the cattle-pens and cleaning the sidings at the Gorgie Markets Branch and the Slateford Branch respectively and the live stock waggons dealt with

A.D. 1913. thereat An adequate supply of water for cleaning the said sidings pens and waggons shall be brought to the respective loading and washing banks and waggon cleaning sidings by the corporation who shall also provide all necessary appliances and fittings for lighting the said branch railways including the loading and washing banks and waggon cleaning sidings. The charges for water and the cost of the lighting shall be paid by the railway companies respectively. The corporation and the railway companies shall co-operate in applying to the water and lighting authorities where these authorities are different from the corporation for special reduced charges for water and lighting. The railway companies shall be at liberty to procure at their own expense a water supply from other sources than the public water supply and the corporation shall be bound to grant free of charge all wayleaves for pipes and other works reasonably necessary for that purpose through the land from time to time belonging to the corporation and in such direction or route as failing agreement may be settled by arbitration as hereinafter provided.

Sixth In the event of any property of the corporation occupied by the railway companies respectively at or connected with the said branch railways being during the currency of this agreement damaged or destroyed by fire or by any cause outwith the control of the railway companies respectively the same shall be renewed or rebuilt by the corporation to the reasonable satisfaction of the railway companies respectively.

Seventh The corporation reserve right to lay down and connect with the said branch railways or either of them all lines or sidings necessary for affording to any future works or other premises on ground presently belonging to the corporation railway connection with the systems of each of the railway companies. Such lines and sidings shall be subject to the reasonable approval of the railway companies respectively as to lay out construction and maintenance or otherwise and the railway companies shall not be bound to work maintain or repair such lines and sidings but they shall respectively be bound to work traffic to or from their respective systems arising or terminating at such lines and sidings.

Eighth The corporation shall forthwith provide at their own expense the ground required for the construction of a through line connecting the systems of the Caledonian and North British Railway Companies by means of the Gorgie Markets Branch and the Slateford Branch and on such provision being made said through line shall be constructed by the Caledonian Company as shown coloured brown on plan No. 3. annexed and sealed as relative hereto and the corporation shall pay one half of the cost thereof or the sum of

A.D. 1913.

one thousand five hundred pounds whichever sum shall be less and the railway companies shall bear equally between them the balance of the cost. The railway companies shall if required by the corporation provide and maintain a level crossing or in the option of the corporation two level crossings over said through line to permit of convenient access to or from the land on each side of the line presently belonging to the corporation. The position of said level crossing or crossings shall be agreed on or settled by arbitration and the expense of providing the same (including any works relative thereto) and the cost of any crossing-keeper shall be borne by the corporation.

Ninth The said through line so far as between the Slateford Branch and the point marked X on said plan No. 3 shall be deemed to be a part of the Slateford Branch and so far as between the Gorgie Markets Branch and said point X shall be deemed to be part of the Gorgie Markets Branch and the Caledonian Company shall have right to run over and use free of charge the Gorgie Markets Branch and the North British Company shall have right to run over and use free of charge the Slateford Branch to the extent that may be necessary for working traffic to and from any private lines and sidings that may be connected with either of said branches and shall be entitled to charge in respect of traffic to and from the junction of such private lines or sidings with the Gorgie Markets Branch or the Slateford Branch the rates provided for in Article 4 hereof.

Tenth Neither of the railway companies shall be entitled except with the consent of the corporation and of the other company on such terms as may be arranged or failing agreement be determined by arbitration as after-mentioned to work any traffic on or over the Gorgie Markets Branch or the Slateford Branch except such as arises or terminates in or at the said markets and slaughterhouses cattle marts warehouses stores and other premises established or to be established therein or in connection therewith or in or at any future works or other premises established or to be established on any part of the ground at Gorgie presently belonging to the corporation or to use the said branch railways for any purpose other than the traffic above mentioned.

Eleventh This agreement shall endure for the period of twenty-five years from first January one thousand nine hundred and eleven. It shall be in the option of any of the parties hereto to ask for a revision of the agreement as from first January one thousand nine hundred and twenty-one for the purpose of adapting the terms of the agreement to any change of circumstances on giving one year's previous notice in writing to each of the other parties. There shall be similar options to revise at the end of every five years thereafter on a like notice

A.D. 1913. In the event of revision being called for and the parties failing to agree the matters in difference shall be determined by arbitration as hereinafter provided.

Twelfth All questions in dispute which may arise between the parties or any two of them in relation to this agreement or to the scope intent and meaning thereof or to the carrying out of the same including (without prejudice to said generality) any question as to the reasonableness of any new works or appliances required by the railway companies or either of them any question as to the wayleaves before referred to and any question as to terms of revision shall be referred to the decision of a single arbiter to be appointed if not agreed on by the parties by the Board of Trade on the application of any of the parties.

Thirteenth This agreement may be scheduled to any Provisional Order hereafter promoted by either of the railway companies or by the corporation and is subject to such alterations as the Secretary for Scotland or Parliament may make thereon All parties undertake to use their best endeavours to obtain parliamentary sanction hereto Should any alteration be made on this agreement by the Secretary for Scotland or Parliament which in the opinion of Sir Alfred Cripps K.C. M.P. is material thereto any of the parties may withdraw therefrom.

In witness whereof these presents consisting of this and the three preceding pages are together with the relative plans Nos 1 2 and 3 annexed executed in triplicate by the parties hereto as follows (viz.) They are sealed with the common seal of the said Caledonian Railway Company and subscribed for and on their behalf by Henry Erskine Gordon and Sir Charles Bine Renshaw Baronet two of their directors and by John Blackburn their secretary all at Glasgow on the twenty-eighth day of April one thousand nine hundred and thirteen before these witnesses John Smeaton and John Richmond both clerks to the said company in their secretary's office in Glasgow They are subscribed by the Right Honourable Robert Kirk Inches lord provost and Sir Thomas Hunter writer to the Signet town clerk both of Edinburgh in name and by authority of the said lord provost magistrates and remanent members of council present in council at Edinburgh on the twenty-ninth day of said month of April and year last mentioned before these witnesses George Hannah and Donald Cameron both clerks to the said Sir Thomas Hunter and they are sealed with the common seal of the said North British Railway Company and subscribed for and on their behalf by William Whitelaw and Henry Torrens Anstruther two of their directors and by John Cathles their secretary all at Edinburgh on the ninth day of May and year last mentioned before these witnesses

[3 & 4 GEO. 5.]

*Caledonian Railway Order
Confirmation Act, 1913.*

[Ch. xxix.]

Thomas Henry Short and John Paul both clerks in the head office of the said company in Edinburgh. A.D. 1913.

GEO. HANNAH Witness.
DON. CAMERON Witness.

ROBERT K. INCHES Lord Provost.
THOMAS HUNTER Town Clerk.

J. SMEATON Witness.
JOHN RICHMOND Witness.

Seal of
the Caledonian
Railway
Company.

H. E. GORDON Dr.
C. BINE RENSHAW Dr.
J. BLACKBURN Secy.

THOS. H. SHORT Witness.
JNO. PAUL Witness.

Seal of
the North
British Railway
Company.

WILLIAM WHITELAW Director.
H. T. ANSTRUTHER Director.
JNO. CATHLES Secy. N.B. Rly. Co.

THE FOURTH SCHEDULE.

Description of lands referred to in the proviso to the section of this Order of which the marginal note is "Power to Callander and Oban Railway Company to retain lease &c. superfluous lands."

The triangular piece of land in the Burgh of Oban bounded on the north-west by Glenshellach Terrace on the south-east by the railway goods station and sidings and on the west by Glenshellach Road.

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FREDERICK ATTERBURY Esq., C.B., the King's Printer of Acts of Parliament.

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