



ANNO VICESIMO NONO & TRICESIMO

# VICTORIÆ REGINÆ.

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## *Cap. cclxvi.*

An Act to authorize the *North British* Railway Company to make several Railways and purchase Lands in various Counties, to extend the Times for Purchase of Land and Construction of Works with respect to Part of their Railway System across the *Frith of Forth*, to make certain Alterations in their Capital, to authorize Agreements with the Corporation of *Edinburgh* as to a Fruit and Vegetable Market at *Edinburgh*, and with the *Midland* Railway Company as to a Goods Station at *Carlisle*; and for other Purposes. [23d July 1866.]

**W**HEREAS a Railway or Siding from the *North British* (late *Edinburgh and Glasgow*) Railway in the Parish of *Kirkintilloch* in the County of *Dumbarton* to the *Garngabber* Branch of the said Railway in the Parish of *Cadder* in the County of  
[Local.] 42 N Lanark,

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c. ccxiii.

*Lanark*, also a Railway from the *North British Railway* in the Parish of *Melrose* in the County of *Roxburgh* to the same Railway at another Point in the said Parish of *Melrose*, also a Railway from the *North British Railway* in the said Parish of *Melrose* to near the *Saint Boswell's Railway Station* in the same Parish, would be of public Advantage, and the *North British Railway Company* (in this Act called the Company) are willing to make such Railways if authorized by Parliament so to do: And whereas by "The *North British, Edinburgh, Dunfermline, and Perth Railway Act, 1863*," (in this Act called "The *Forth Ferry Act, 1863*," ) the Company and the *Edinburgh and Glasgow Railway Company* respectively were authorized to make the Railways and Works described in the said Act, including a Railway therein called Railway No. 11., which the Company were authorized to make from their Railway (late *Fife and Kinross Railway*) in the Parish of *Strathmiglo* in the County of *Fife*, to their Railway (late *Edinburgh, Perth, and Dundee Railway*) in the Parish of *Dunbarney* in the County of *Fife*, and the Exercise of the compulsory Powers for the Purchase of Lands for the Purposes of the said Railways and Works was limited to Three Years from the passing of the said Act, and the Time for the Completion of the said Railways and Works was limited to Five Years from the passing of the said Act: And whereas by "The *North British and Edinburgh and Glasgow (Bridge of Forth) Railways Act, 1865*," (in this Act called "The *Bridge of Forth Act, 1865*," ) the said Companies were authorized to construct other Railways and Works and to abandon so much of the Railway authorized by The *Forth Ferry Act* of 1863, and therein called Railway No. 8., as would have been situate from *Shore Wynd* or *Port Street* in the Parish of *Inverkeithing* and the *Frith of Forth*, and also a Pier in the said Frith in connexion therewith: And whereas by "The *North British and Edinburgh and Glasgow Railway Companies Amalgamation Act, 1865*," (in this Act called "The *Amalgamation Act, 1865*," ) the *Edinburgh and Glasgow Railway Company* were amalgamated with the Company: And whereas it is expedient that the Company should be authorized to make a Railway in lieu of Part of the said Railway No. 11. in the Parishes of *Abernethy* and *Arngask* in the County of *Fife*, and *Abernethy* and *Dron* in the County of *Perth*, or some of them, and that so much of the said Railway No. 11. as will be rendered unnecessary by reason of the said proposed Railway should be abandoned, and that the respective Times limited by "The *Forth Ferry Act, 1863*," for the compulsory Purchase of Lands and the Completion of the Works thereby authorized and not required to be abandoned under the Provisions of "The *Bridge of Forth Act, 1865*," should be extended: And whereas by certain Terms of Arrangement between the Company and

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c. ccxiii.28 & 29 Vict.  
c. cccviii.

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and others and the *Scottish Central Railway Company*, set forth in Schedule (A.) to "The *Perth General Station Act, 1865*," and which the Parties were thereby required to carry into effect, the Company were required to transfer the whole of their Ground and Sidings at *Perth Station* on the East Side of the *Scottish Central Railway* to the *Scottish Central Railway Company*: And whereas by "The *Caledonian and Scottish Central Railways Amalgamation Act, 1865*," the *Scottish Central Railway Company* were amalgamated with the *Caledonian Railway Company*: And whereas the Company have only a limited Interest in a Portion of the Land lastly herein-before referred to, and it is expedient that they should be empowered to acquire the Fee Simple thereof, and should be required to convey the same to the *Caledonian Railway Company*: And whereas it is expedient that the Company should be authorized to purchase certain Lands in the several Parishes of *South Leith, St. Cuthbert's, and St. Andrew's* respectively in the City of *Edinburgh* or County of the City of *Edinburgh, Corstorphine and Currie* respectively in the County of *Edinburgh, Kirkliston and Livingstone* respectively in the County of *Linlithgow, Maryhill and Springburn* respectively in the County of *Lanark, Dumbarton* in the County of *Dumbarton, Dunfermline, Leuchars, Cults, and Collessie* respectively in the County of *Fife, and Alloa* in the County of *Clackmannan*, for additional Siding and Station Accommodation, and for Gatekeeper's Lodges at level Crossings, and other Purposes of their Undertaking, and should also be authorized to make in Lands belonging to them Two Ventilating Shafts or Eyes in the Tunnel carrying their Railway from the *Haymarket Station* to *West Princes Street Gardens*, in the City of *Edinburgh*: And whereas by "The *North British Railway (Edinburgh Station and Market) Act, 1865*," (in this Act called "The *Market Act, 1865*,") Provision was made for carrying into effect an Agreement between the Lord Provost, Magistrates, and Council of the City of *Edinburgh* (in this Act called "The *Edinburgh Corporation*") and the Company, whereby amongst other things Part of the Fruit and Vegetable Market in the City of *Edinburgh* was to be appropriated to the Enlargement of the Company's *Waverley Bridge Station*, and the Remainder thereof and certain Lands adjoining or near thereto were to be converted by the Company into a new Fruit and Vegetable Market, but Power was reserved for the Parties to arrange by Agreement for the Appropriation of the remaining Part of the said Fruit and Vegetable Market to the Enlargement of the said Station: And whereas it has since been agreed between the *Edinburgh Corporation* and the Company that the Company shall provide on certain Lands belonging to them adjoining or near to *Princes Street* and *Waverley Bridge* the Site for

a new

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c. clii.

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a new Fruit and Vegetable Market, with Approaches and Conveniences, and shall execute certain Works towards the Construction thereof respectively, and that Part of the *Waverley Bridge* and *Market Street* respectively shall be widened, and a new Site provided for a wholesale Fish Market, and that the Company shall give up certain Lands and execute certain Works for the Purposes aforesaid, and that the Part of the existing Fruit and Vegetable Market and Lands adjoining thereto, which by the Market Act, 1865, were to be converted into a new Fruit and Vegetable Market, shall be vested in the Company for the further enlarging their said Station: And whereas an Agreement for carrying the said Arrangement into effect has been entered into between the *Edinburgh* Corporation and the Company, and a Copy thereof is set forth in the Schedule to this Act, and it is expedient that the same should be confirmed and Provision made for carrying the same into effect: And whereas for further improving the said Station it is expedient that the Company should be authorized to arch or cover over the Road or Street in *Edinburgh* called *Leith Wynd*, from its Junction with the *Old Physic Gardens* to the Northernmost Archway now carrying the Railways of the Company over the said Street or Road: And whereas Plans and Sections of the proposed Railways and Works, showing the Lines and Levels thereof respectively, and the Lands required for the several Purposes herein-before mentioned, and Books of Reference to the said Plans, have been deposited with the Principal Sheriff Clerks of the Counties in which the said Railways and Works or Lands are respectively situate: And whereas

by "The *Edinburgh, Perth, and Dundee* Railway (*Fife and Kinross* Amalgamation) Act, 1862," in this Act called "The *Fife and Kinross* Amalgamation Act, 1862," the *Fife and Kinross* Railway Company were dissolved, except for certain Purposes in the said Act mentioned, and their Undertaking was amalgamated with the Undertaking of the *Edinburgh, Perth, and Dundee* Railway Company, and their Preference and Ordinary Shares were declared to be Shares of the *Edinburgh, Perth, and Dundee* Railway Company, but to entitle the Holders thereof to Dividends only out of the Profits of the *Fife and Kinross* Railway, and Provision was made for increasing the *Fife and Kinross* Preference Capital to the Extent in the said Act mentioned, and the Proprietors of *Fife and Kinross* Capital were declared to have a real Lien or real Security over the *Fife and Kinross* Railway, and the *Edinburgh, Perth, and Dundee* Railway Company were authorized to borrow on Mortgage of the *Fife and Kinross* Railway such Sums as the *Fife and Kinross* Railway Company were authorized to borrow, and which amounted in the whole to Thirty-six thousand six hundred Pounds, and Provision was made for keeping separate Accounts, and other Matters requisite for carrying

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c. clxxxi.

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carrying the Amalgamation into effect : And whereas by “ The North British, Edinburgh, Perth, and Dundee, and West of Fife Railways Amalgamation Act, 1862,” the *Edinburgh, Perth, and Dundee Railway Company* were amalgamated with the Company : And whereas by “ The *Forth Ferry Act, 1863*,” the Company were authorized to widen the Line of the *Fife and Kinross Railway*, and such widening was declared to be Part of the *Fife and Kinross Railway*, and the Revenues to be derived therefrom were directed to be applied to Purposes connected with that Railway, and in Payment of Dividends upon the *Fife and Kinross Shares* : And whereas by “ The Amalgamation Act, 1865,” the Priorities of the several Classes of Preference Shares or Stock of the Companies amalgamated were defined : And whereas the authorized *Fife and Kinross Capital* amounts in the whole to One hundred and ten thousand Pounds, and consists of Fifty-three thousand eight hundred and fifty Pounds, in Five thousand eight hundred and five Ten Pound Shares, entitled to Preferential Dividends at the Rate of Four Pounds Ten Shillings *per Centum per Annum* (in this Act called “ *Fife and Kinross Preference Shares* ”), and Fifty-six thousand one hundred and fifty Pounds, in Five thousand six hundred and fifteen Ten Pound Ordinary Shares (in this Act called “ *Fife and Kinross Shares* ”), of which Seven hundred and nineteen “ *Fife and Kinross Preference Shares* ” and Eight hundred and ninety-two “ *Fife and Kinross Shares* ” have not been issued, and the Mortgages on the *Fife and Kinross Railway* amount to Thirty thousand nine hundred and eighty-three Pounds Thirteen Shillings : And whereas it is expedient that the Provisions of the recited Acts giving a separate Existence to the Undertaking of the *Fife and Kinross Railway Company* should be repealed, and that such Undertaking should become for all Purposes Part of the Undertaking of the Company, and that the Capital and Mortgages affecting the said separate Undertaking should become Capital and Mortgages affecting the Company’s Undertaking generally, and that further Provision should be made with respect to such Capital and Mortgages and the Powers of the Company in reference thereto : And whereas by “ The North British Railway (*Wansbeck Railway and Finance*) Act, 1863,” the *Wansbeck Railway Company* were authorized to raise Ten thousand Pounds by Shares, and the Company were authorized to guarantee thereon Dividends at the Rate of Four Pounds Ten Shillings *per Centum per Annum*, and Powers of Amalgamation were conferred upon the said Companies : And whereas the said Powers of Amalgamation have been exercised, but the *Wansbeck Railway Company* did not prior to the Amalgamation create any Shares for raising the said Sum of Ten thousand Pounds, and it is expedient that the Company should be authorized to raise that Amount by Shares or Stock in their Under-

25 & 26 Vict.  
c. clxxxix.26 & 27 Vict.  
c. cxciv.

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c. covi.

taking: And whereas by "The *North British (Carlisle Citadel Station Branches) Act, 1865*," the Company were authorized to make certain Railways at *Carlisle*, and to acquire certain Lands for Station Purposes on the West Side of the River *Caldew*, and an Agreement (set forth in the Schedule to this Act) has been entered into between the Company and the *Midland Railway Company*, and it is expedient that such Agreement should be confirmed, and the said Companies authorized to carry the same into effect: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. This Act may be cited for all Purposes as "*The North British Railway (New Works) Act, 1866*."

8 & 9 Vict.  
cc. 17., 19.,  
& 33.,  
23 & 24 Vict.  
c. 106., and  
26 & 27 Vict.  
cc. 92. &  
118. incor-  
porated.

2. "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," Parts I. and II. of "The Railways Clauses Act, 1863," relating respectively to Construction of a Railway and Extension of Time, the Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the several Matters following, (that is to say,) the Distribution of the Capital of the Company into Shares, the Transfer or Transmission of Shares, the Payment of Subscriptions, and the Means of enforcing the Payment of Calls, the Forfeiture of Shares for Nonpayment of Calls, the Remedies of Creditors of the Company against the Shareholders, the borrowing of Money by the Company on Mortgage or Bond, the Conversion of the borrowed Money into Capital, the Consolidation of the Shares into Stock, and the Provision to be made for affording Access to the Special Act, and Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to Cancellation and Surrender of Shares, to additional Capital, and to Debenture Stock, are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpreta-  
tion of  
Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction:

The Expression "the Special Act" shall mean this Act:

The Expression "the Company" shall mean the *North British Railway Company*:

The

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The Expression "*Fife and Kinross Railway*" shall mean the Railway constructed by the *Fife and Kinross Railway Company*, and the widening thereof by the Company under "*The Forth Ferry Act, 1863*," and all the Lands, Buildings, Stations, Works, and Conveniences connected therewith, and the Tolls and Revenues arising thereon.

4. The Seventh, Eighth, Ninth, and Eleventh Sections, the last Provision of the Twentieth Section, the Twenty-first and following Sections to the Thirty-third Section inclusive, except so much of the Thirty-second Section as relates to "*Fife and Kinross Preference Shares*," and the Thirty-ninth, Fortieth, and Forty-first Sections of "*The Edinburgh, Perth, and Dundee Railway (Fife and Kinross Amalgamation) Act, 1862*;" also the Fifty-sixth and Fifty-seventh Sections of "*The North British (Edinburgh, Dunfermline, and Perth) Railway Act, 1863*," relating to or affecting the *Fife and Kinross Railway* as a separate Undertaking; and so much of "*The North British and Edinburgh and Glasgow Railway Companies Amalgamation Act, 1865*," as enacts or declares that the Dividends upon the *Fife and Kinross Preference Shares* are payable out of the Revenues of the *Fife and Kinross Railway* only are hereby repealed.

Repealing  
Portions of  
Acts relating  
to Fife and  
Kinross  
Railway.

5. The *Fife and Kinross Railway* shall for all Purposes form Part of the Undertaking of the Company, and all the Revenues thereof shall form Part of the general Revenues of the Company; and all Charges, Expenses, Debts, Obligations, and Liabilities which prior to the passing of this Act had not been discharged by the *Fife and Kinross Railway Company*, and were charged or chargeable upon the *Fife and Kinross Railway Capital* or Revenue separately, or were payable out of the separate Revenues of the *Fife and Kinross Railway*, are hereby charged upon the Undertaking of the Company, and made payable out of the general Capital and Revenues of the Company.

Fife and  
Kinross  
Railway to  
form Part  
of Company's  
Under-  
taking, &c.

6. The *Fife and Kinross Preference Shares* shall be Preference Shares of the Company of the Amount, and holding the Priority set forth in Schedule A. to "*The North British and Edinburgh and Glasgow Railway Companies Amalgamation Act, 1865*," in which they are called "*Edinburgh, Perth, and Dundee, Fife, and Kinross Preference*," and shall be entitled out of the general Revenues of the Company to Preferential Dividends at the respective Rates herein-after mentioned; (that is to say,)

Fife and  
Kinross  
Preference  
Shares.

For the Half Year ending *January Thirty-first One thousand eight hundred and sixty-six*, at the Rate of Three Pounds *per Centum per Annum*:

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For the Year ending *January* Thirty-first One thousand eight hundred and sixty-seven, at the Rate of Three Pounds Ten Shillings *per Centum per Annum* :

For the Year ending *January* Thirty-first One thousand eight hundred and sixty-eight, at the Rate of Four Pounds *per Centum per Annum* :

For every subsequent Year, ending *January* Thirty-first, at the Rate of Four Pounds Ten Shillings *per Centum per Annum*.

As to Fife  
and Kinross  
Shares.

7. The *Fife and Kinross* Shares shall be Shares of the Company, and the Capital represented by such Shares shall be added to and form Part of the *Edinburgh, Perth, and Dundee* Ordinary Stock ; and the Proprietors of the said Shares shall be entitled to Dividends upon the paid-up Part thereof respectively as from the Thirty-first Day of *July* One thousand eight hundred and sixty-six, at the same Rate *per Centum per Annum* as the Proprietors of *Edinburgh, Perth, and Dundee* Ordinary Stock.

As to unpaid  
Parts of Fife  
and Kinross  
Shares.

8. The Company may call up the Portions of the *Fife and Kinross* Shares with respect to which Calls have not been made at the same Periods and by the same Instalments as they might have called up the same if this Act had not been passed, and may enforce Payment of all Sums for the Time being due in respect of Calls upon such Shares, whether made before or after the passing of this Act, by the same Ways and Means as they may enforce Payment of Monies due in respect of Calls upon Shares created under the Powers of this Act.

Act not to  
release  
Owners of  
Fife and  
Kinross  
Shares from  
Liabilities  
or Dis-  
abilities in  
respect of  
Nonpayment  
of Calls.

9. Nothing in this Act contained shall be deemed or construed to release or discharge any Proprietor of *Fife and Kinross* Shares from any Liability or any Disability incurred by him by reason of the Nonpayment of any Call upon such Shares made prior to the passing of this Act, or to entitle such Proprietor to receive any Dividend in respect of such Shares who would not, by reason of the Nonpayment of Calls thereon, have been entitled to be paid Dividends thereon if this Act had not been passed.

Fife and  
Kinross  
Shares may  
be converted  
into *Edin-  
burgh, Perth,  
and Dundee*  
Stock.

10. Subject to the Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Conversion of Shares into Stock, the Company may convert the *Fife and Kinross* Shares or Stock into *Edinburgh, Perth, and Dundee* Ordinary Stock, and may at any Time or Times after the passing of this Act, by Agreement with the Proprietors of any *Fife and Kinross* Shares or Stock, fully paid up, convert all or any such Shares or Stock into *Edinburgh, Perth, and Dundee* Ordinary Stock.

11. The



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- 11.** The Company shall cancel all *Fife and Kinross* Shares created but not issued at the Time of the passing of this Act, amounting to the Sum of Sixteen thousand one hundred and ten Pounds. Unissued  
Fife and  
Kinross  
Shares to be  
cancelled.
- 12.** All Mortgages upon the *Fife and Kinross* Railway subsisting at the Time of the passing of this Act shall, during the Continuance thereof respectively, and so far as relates to the Company and the several Classes of Shareholders in the Company, be deemed to be Mortgages upon the Undertaking of the Company generally, and not upon the *Fife and Kinross* Railway separately; but this Enactment shall be subject and without Prejudice to all Rights, Liens, and Claims of the Mortgagees under or in respect of their said Mortgages, and shall not prejudice or affect the Rights, Liens, or Claims of any other Mortgagees of the Company. Mortgages  
upon the  
Fife and  
Kinross  
Railway to  
be Mortgages  
upon the  
Company's  
whole Under-  
taking.
- 13.** The Company may from time to Time borrow on Mortgage of their Undertaking generally all such Sums of Money as but for the passing of this Act they might have borrowed on Mortgage of the *Fife and Kinross* Railway, whether for the Purpose of paying off Mortgages upon the *Fife and Kinross* Railway or otherwise. Power to  
borrow on  
Mortgage of  
the Under-  
taking of  
the Company  
generally  
instead of on  
the separate  
Under-  
taking.
- 14.** The Provisions of the *Wansbeck* Railway and Finance Act, 1863, authorizing the *Wansbeck* Railway Company to raise Ten thousand Pounds by Shares, and the Company to guarantee Dividends thereon at the Rate of Four Pounds Ten Shillings *per Centum per Annum*, are hereby repealed. Certain Pro-  
visions of  
26 & 27 Vict.  
c. xciv. re-  
pealed.
- 15.** The Company, with the Consent of Three Fourths of the Votes of the Shareholders present in person or by proxy at any General Meeting or General Meetings convened with Special Notice of the Purpose, may raise, by the Creation of new Ordinary or Preference Shares or Stock, such additional Capital beyond the Amount which they may be authorized to raise by other Acts of Parliament as they may think fit, not exceeding in the whole One hundred and eighty-one thousand three hundred and eighty Pounds. Power for  
Company to  
raise Capital  
by Shares or  
Stock.
- 16.** All Shares or Stock to be created by the Company under the Authority of this Act shall, subject to the Provisions of this Act, form Part of the general Capital of the Company. Shares or  
Stock to  
form Part  
of Company's  
general  
Capital.
- 17.** It shall not be lawful for the Company to issue any Share or Stock to be created under the Powers of this Act, nor shall any such Share or Stock vest in the Person accepting the same, unless and until One Fifth  
Part of the  
Shares to be  
paid on  
Issue.

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a Sum not being less than One Fifth Part of the Amount of such Share or Stock shall have been paid up in respect thereof.

Capital  
under several  
Acts may be  
raised by  
Shares or  
Stock of  
One Class.

**18.** If by any other Act or Acts passed in the present Session of Parliament, and whether before or after the passing of this Act, the Company be authorized to raise any Capital by new Shares or Stock, then, subject to the Provisions of the other Act or Acts and this Act respectively, the Company if they think fit may raise by the Creation and Issue of Shares or Stock of one and the same Class, all or any Part of the aggregate Capital which they are by the other Act or Acts and this Act respectively authorized to raise by the Creation and Issue of Shares or Stock.

Power to  
borrow on  
Mortgage.

**19.** The Company, in addition to any Sums which they are authorized to borrow under other Acts of Parliament or this Act, may from Time to Time borrow on Mortgage any Sums not exceeding in the whole Fifty-one thousand seven hundred Pounds; but no Part thereof shall be borrowed until One hundred and fifty-five thousand two hundred and seventy Pounds, Part of the said Capital of One hundred and eighty-one thousand three hundred and eighty Pounds, is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Sheriff who is to certify under the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," (before he so certifies) that the whole of the said Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth of the Amount of each separate Share or Sum of Stock has been paid on account thereof before or at the Time of Issue or Acceptance thereof, and that such Capital was issued *bonâ fide* and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Sheriff of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Priority of  
existing  
Mortgages.

**20.** All Mortgages granted by the Company in pursuance of the Powers of any Act of Parliament before the passing of this Act, and which shall be subsisting at the Time of the passing of this Act, shall, during the Continuance of such Mortgages, and as regards the Undertaking comprised in and assigned by such Mortgages, have Priority over all Mortgages to be granted by virtue of this Act.

Debenture  
Stock.

**21.** The Company may create and issue Debenture Stock.

**22.** All

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22. All Monies raised under this Act, whether by Shares, or Stock, or borrowing, shall, so far as relates to the Sum of One hundred and fifty-five thousand two hundred and seventy Pounds, be applied for the Purposes of this Act only, and so far as relates to the Residue of such Monies, be applied for the general Purposes of the Undertaking.

Application of Money raised under Act.

23. Subject to the Provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may make and maintain, in the Line and according to the Levels shown on the deposited Plans and Sections, the Railways and Works herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith respectively; and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Book of Reference as may be required for that Purpose or for any of the Purposes herein-before mentioned. The Railways and Works herein-before referred to and authorized by this Act are,—

Power to make Railways according to deposited Plans.

1. A Railway or Siding (in this Act called Railway No. 1), Four Furlongs and One hundred and forty Yards in Length, commencing in the Parish of *Kirkintilloch* in the County of *Dum-barton* by a Junction with the *North British* (late *Edinburgh and Glasgow*) Railway, and terminating in the Parish of *Cadder* in the County of *Lanark* by a Junction with the *Garngabber* Branch of the said Railway:
4. A Railway (in this Act called Railway No. 4), Three Furlongs and Fifty Yards in Length, commencing by a Junction with the *North British* Railway in the Parish of *Melrose* in the County of *Roxburgh*, and terminating by a Junction with the same Railway at another Point in the same Parish:
5. A Railway (in this Act called Railway No. 5), One Furlong and One hundred and eighty-six Yards in Length, commencing by a Junction with the *North British* Railway in the Parish of *Melrose*, and terminating in the same Parish near the *Saint Boswell's* Railway Station:
6. A Railway (in this Act called "the *Glenfarg* Deviation"), Two Miles Three Furlongs and One hundred and ninety-five Yards in Length, commencing in the Parish of *Abernethy* in the County of *Fife* by a Junction with the Railway authorized by "The *Forth Ferry* Act, 1863," and therein called Railway No. 11, and terminating by a Junction with the same Railway in the Parish of *Dron* in the County of *Fife*:

But nothing in this Act contained shall be construed to authorize the Company to enter upon, take, or use any Land in the Parish of *Linlithgow*.

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Railways and Works to form Part of Undertaking.

24. The Railways and (except as herein-after provided) the other Works by this Act authorized shall form Part of the Undertaking of the Company.

Lands for extraordinary Purposes.

25. The Quantity of Land to be taken by the Company for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," in connexion with the Railways and Works by this Act authorized, shall not exceed Two Acres.

Powers for compulsory Purchases limited.

26. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for completion of Works.

27. The Railways and Works by this Act authorized shall be completed within Four Years from the passing of this Act, and, on the Expiration of that Period, the Powers by this Act granted to the Company for executing the Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Height and Span of Bridges.

28. The Company may make the Arches of the Bridges for carrying the Railway over the Roads next herein-after mentioned of any Heights and Spans not less than the Heights and Spans herein-after mentioned in connexion with those Roads respectively; (that is to say,)

## RAILWAY No. 1.

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
7	Kirkintilloch -	Parish Road -	14 Feet -	15 Feet.

Railway Tolls.

29. The Company may demand and take in respect of the Railways by this Act authorized such Tolls and Charges as they think fit, not exceeding the Rates of Tolls and Charges authorized to be taken on the *Border Union* Line of the *North British* Railway under "The *Border Union (North British)* Railways Act, 1859," as modified by the Second and Third Sections of the Schedule (B.) to "The *North British and Edinburgh and Glasgow* Railway Companies Amalgamation Act, 1865," and in estimating the Amount of Toll or Charge in respect of any Traffic conveyed partly on the Railways by this Act authorized and partly on any other Railways of the Company

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Company, the Railways by this Act authorized and such other Railways shall be deemed One Railway.

**30.** The Company shall abandon the Construction of so much of the Railway authorized by "The *Forth Ferry Act, 1863,*" and therein called Railway No. 11, as lies between the respective Points of Junction therewith of the *Glenfarg Deviation.*

Company to abandon Part of Railway 11 in the Act, 1863.

**31.** The Abandonment by the Company under the Authority of this Act of the said Portion of Railway No. 11. shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation in accordance with the Provisions in that Behalf of "The *Lands Clauses Consolidation (Scotland) Act, 1845,*" for any Damage occasioned by the Entry of the Company on such Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out of the Line of Railway; and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation in accordance with the Provisions in that Behalf of the "*Railways Clauses Consolidation (Scotland) Act, 1845,*" for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act or the Act of 1863.

Compensation for Damage to Land by Entry, &c. for Purposes of Railway abandoned.

**32.** Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Land for the Purposes of or in relation to any Portion of the Part of the Railway authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by the "*Lands Clauses Consolidation (Scotland) Act, 1845,*" for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Compensation to be made in respect of Part of Railway abandoned.

**33.** The Time limited by the Act of 1863 for the compulsory Purchase and taking of Lands for the Purposes of such Act shall, so far

Extending Time for Purchase of certain Lands.

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far as relates to Lands where the Railways are not already made or are not by this Act authorized to be abandoned, be prolonged and extended to the Period of One Year from the passing of this Act, but so that such Powers shall not be exercised after the Expiration of One Year from the passing of this Act.

Extending  
Time for  
completing  
Works.

**34.** The Time limited by Act of 1863 for the Completion of the Railways and Works thereby authorized shall, so far as relates to such of the said Railways and Works as are not by "The *Bridge of Forth* Act, 1865," or this Act authorized to be abandoned, be extended for a Period of Two Years from the Expiration of the Time so limited by the said Act; and if on the Expiration of such extended Period the said Railways and Works shall not be completed, the Powers by "The *Forth Ferry* Act, 1863," or this Act, granted for making the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

If Railways  
not Com-  
pleted, &c.  
within a  
limited  
Period  
Company to  
be liable to  
a Penalty.

**35.** If the Railways by this Act authorized to be constructed shall not be completed and opened for public Traffic within the Period of Four Years from the passing of this Act, or if the Railways authorized by "The *Forth Ferry* Act, 1863," the Time for making which is by this Act extended, shall not be completed and opened for public Traffic within the extended Period by this Act limited, then and from thenceforth the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day thereafter until the Railways shall be completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it shall appear, by a Certificate to be obtained from the Board of Trade, that the Company were prevented from completing or opening the Railways by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Company to  
purchase  
Lands at  
Perth  
general  
Stations and  
convey same  
to Caledonian  
Railway  
Company.

**36.** The Company shall purchase the Lands which they are by this Act authorized to purchase in the *East Church* Parish of *Perth*, and Royal Burgh and County of *Perth*, and shall forthwith when purchased convey or cause the same to be conveyed to the *Caledonian* Railway Company.

Power to  
make Shafts  
in Tunnel  
between  
Haymarket  
Station and  
West Princes  
Street.

**37.** The Company may in Lands belonging to them make a ventilating Shaft or Eye or Two ventilating Shafts or Eyes in the Tunnel carrying their Railway from the *Haymarket* Station to *West Princes Street* in the City of *Edinburgh*.

**38.** Subject

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38. Subject to the Provisions of this Act and to the Conditions and Provisions of the Agreement between the *Edinburgh* Corporation and the Company, set forth in the Schedule to this Act (which Agreement is hereby confirmed and declared binding on the Parties thereto respectively), the Company may construct the following Works, as shown on the deposited Plans and Sections, or as provided for in the said Agreement, and may enter upon and use such of the Lands delineated on the said Plans and described in the deposited Book of Reference as may be required for those Purposes; that is to say,

Certain Works at Edinburgh to be carried out subject to Agreement between the Edinburgh Corporation and the Company.

1. A new Fruit and Vegetable Market for the City of *Edinburgh* on Ground adjoining *Prince's Street* and *Waverley Bridge* in the Parish of *Saint Andrew* in the said City;
2. Widening and improving the Road or Street called *Waverley Bridge* in the Parishes of *Saint Andrew* and *High Church* in the City of *Edinburgh*;
3. Altering and improving the Road or Street called *Market Street* in the *High Church* Parish of the City of *Edinburgh*, and enlarging the Site of the Fish Market adjoining the said Street in the same Parish;
4. Arching or covering over *Leith Wynd* between its Junction with *Old Physic Gardens* and the Northernmost Archway now carrying the Railways of the Company over *Leith Wynd* in the Parishes of *Trinity College* and *Canongate* and City of *Edinburgh*:

And the Parties to the said Agreement are hereby authorized and required respectively to carry the same into effect, subject always to such Modifications (if any) as may be mutually agreed upon between them; and upon the Execution and Delivery of a Contract of Exchange or other Conveyances provided for in the said Agreement, the Company and the *Edinburgh* Corporation shall be vested in the Lands, Houses, and other Subjects thereby conveyed to them respectively, but subject always to the whole Restrictions and Prohibitions at present applicable to the same, or under which the same are at present held, except in so far as modified by the said Agreement; but it is expressly provided and declared that nothing contained in the Acts of 7 and 8 *George* the Fourth, Chapter 76, 1 and 2 *William* the Fourth, Chapter 45, and 4 *Victoria*, Chapter 15, or otherwise, affecting the said Lands, Houses, and other Subjects, shall impede or interfere with the Execution of the Works by this Act authorized, or with the other Objects and Purposes of the said Agreement, in so far as the same provides for the Embankment of the Piece of Ground adjoining *Prince's Street*, the Formation of a Market thereon, the widening

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widening and improving of *Waverley Bridge*, the altering and improving of *Market Street*, and the enlarging of a Site for the Fish Market in or adjoining said Street.

Giving effect to Provisions for Arbitration in the Agreement.

**39.** The References to Arbitration contained in the said Agreement between the *Edinburgh Corporation* and the Company to the Solicitor General of *Scotland* for the Time being, whom failing to the Dean of Faculty of Advocates for the Time being, shall be a valid and binding Reference to Arbitration between the said Corporation and the Company, and the Decisions of the Arbitrator for the Time under the same shall be final and conclusive, and binding upon the said Corporation and the Company, and shall not be subject to Review in any Court of Law.

Saving Rights of the City of Edinburgh Road Trust.

**40.** Nothing herein contained shall alter, vary, prejudice, or diminish, or shall extend or be deemed or construed to extend to any of the Rights, Powers, or Authorities of the City of *Edinburgh Road Trust*, or any of the Provisions of any Acts of Parliament relating to such Trust, or to Roads or Streets under their Management, except in so far as by this Act is expressly provided and declared with respect to the Carriageways of the Roads or Streets called *Leith Wynd, Market Street, and Waverley Bridge*.

Provisions for arching over Leith Wynd, &c.

**41.** And whereas the City of *Edinburgh Road Trust* are vested with the Administration and Management of and maintain the Carriageways of the Roads or Streets called *Leith Wynd, Market Street, and Waverley Bridge*, with reference to which certain Provisions are made in the Agreement between the *Edinburgh Corporation* and the Company, set forth in the Schedule to this Act, the Company shall make and maintain the arching and covering over of *Leith Wynd* herein-before authorized, and the arching already authorized and made, so that the same shall always be Water-tight and in good and sufficient Repair, and shall also execute the several Works or Operations for widening or otherwise altering the said Roads or Streets under the Administration of the said Trust, as provided for in the said Agreement, and shall also make up, construct, and complete the Carriageways of the said Roads or Streets in so far as interfered with or affected by such Works or Operations, all to the Satisfaction of the City of *Edinburgh Road Trust*: Provided always, that no Works or Operations on or affecting the Carriageways of the said Roads or Streets, other than those expressly specified in the said Agreement, shall be lawful, without the Consent of the said Road Trust in addition to that of the *Edinburgh Corporation*.

**42.** And



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42. And whereas the Powers hereby conferred of taking Land will enable the Company to acquire a considerable Portion of the Lands belonging to the Governors of *George Heriot's Hospital* and the Governors of *Trinity Hospital*, bounded by *Leith Walk* on the North-west, and laid down on a Plan for building Purposes, approved of and signed by Parties acting for these Hospitals, and others, on the Twentieth Day of *December* One thousand eight hundred and nineteen, and as the taking of this Portion of these Lands in addition to that taken by the Company for Railway Purposes under the Provisions of "*The Forth Ferry Act, 1863,*" will destroy the Continuity of the Streets and Squares laid down on the said Plan, and render its Execution impracticable, the Governors of the said Hospitals shall, from and after the passing of this Act, be entitled, by themselves or their Feuars, to build on the remaining Portions of the said Lands not taken by the Company for Railway Purposes, lying below or to the North of *Montgomery Street*, and to the North of the Houses or Buildings contemplated in *Hillside Crescent* and *Brunton Place*, laid down on said Plan, and that according to such Plans as they may think most suitable in the altered Circumstances of the Case; but any such Plan must provide for a Road or Street in continuation of *Brunswick Street* to *Leith Walk*, of the Width and Direction shown on the Plan which was signed as before mentioned.

As to building upon Lands of *George Heriot's Hospital*, &c.

43. The Agreement between the Company and the *Midland Railway Company* (set forth in the Schedule to this Act) with respect to a Joint Station at *Carlisle* is hereby confirmed, and it shall be lawful for the Companies, Parties thereto, to carry the same into effect, and the *Midland Railway Company* may apply to the Purposes of such Joint Station any of their Corporate Funds not required for the other Purposes of their Undertaking, and the said Companies may respectively have all other Powers requisite for carrying the said Agreement into effect.

Confirming Agreement between Company and *Midland Railway Company*.

44. The Company shall not, out of any Money by this Act or any other Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "*The Companies Clauses Consolidation (Scotland) Act, 1845.*"

Interest not to be paid on Calls paid up.

45. The Company shall not, out of any Money by this or any other Act authorized to be raised, pay or deposit any Sum which, by  
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Deposits for future Bills not to be paid out of Capital.

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any Standing Order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Railways not exempt from Provisions of present and future General Acts.

**46.** Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made 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 authorized by this Act.

Expenses of Act.

**47.** 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.

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SCHEDULE.

AGREEMENT between the Lord Provost, Magistrates, and Council of the City of Edinburgh and the North British Railway Company.

It is contracted and agreed upon between the Parties following, viz. :—The Lord Provost, Magistrates, and Council of the City of Edinburgh (herein-after called “the Town Council”) of the First Part, and the North British Railway Company (herein-after called “the Company”) of the Second Part; that is to say, the said Parties considering that by an Agreement dated the 26th and 27th Days of April and 19th Day of May 1865, entered into between the Town Council of the First Part, the Company of the Second Part, and the Edinburgh and Glasgow Railway Company to the Extent and Effect therein mentioned of the Third Part, it was agreed *inter alia* :

(1.) That the Town Council should, when the Works and Alterations therein specified and herein-after referred to were completed, convey to the Company for the Purpose of enabling them to enlarge the Accommodation at their Station at Waverley Bridge a Strip or Area of Ground along the North, and then forming Part of the Fruit and Vegetable Market of the City.

(2.) That the Company should, when the said Works and Alterations were completed, convey to the Town Council a Portion of Ground immediately to the East of the said Market.

(3.) That the Company should complete the Inclosure of the Remainder of the Market, and the Portion of Ground to the East thereof so agreed to be conveyed by them, and should lay out the Area thereby enclosed, and fit up the same for the Purposes of a Fruit and Vegetable Market, which when completed they agree to hand over to the Town Council in a Condition ready to be used for the Purposes of said Market.

(4.) That the Town Council should consent and agree, for all and every Interest competent to them, that the Company should be relieved from the Construction of the Footpath Bridge between the  
North-

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North-east Side of the North Bridge and the Physic Gardens, which Footpath Bridge the Company were by Section 13 of "The North British Railway (Stations) Act, 1860," taken bound to construct and open for public Use before stopping up and appropriating the Portion therein referred to of Canal Street and of the public Road in continuation thereof to Physic Gardens.

(5.) That within Two Months from the passing of the Act of Parliament confirming the said Agreement the Company should pay over to the Town Council the Sum of 6,000*l.* Sterling, with Interest thereon at Five per Cent. till paid, and that the Town Council should in respect of said Payment erect without Delay at their own Expense for the Use of the Public a Flight of Stairs at the South End of the North Bridge, connecting the Street of North Bridge with Market Street and Physic Gardens.

(8.) That so soon as the Sums and Expenses thereby undertaken to be paid by the Company were paid by them they should be entitled to stop up and cause to be discontinued as a public Street or Road the Portion therein referred to of Canal Street, and of the public Road or Street in continuation thereof to Physic Gardens, and to appropriate to themselves for Station Purposes the Strip or Area of Ground referred to in Article First of said Agreement.

(9.) That, except in so far as by said Agreement was specially arranged and agreed upon, the Provisions, Conditions, and Restrictions contained or referred to in "The North British Railway (Stations) Act, 1860," as applicable to the Lands to be acquired by the Company in virtue of the said Act, should be applicable to the Lands which might be acquired by the Company under and in virtue of said Agreement, or of any Deeds and Conveyances granted in virtue thereof.

(11.) And it was farther agreed that, in so far as it might be necessary to have the Authority of Parliament interponed to the said Agreement, the Town Council should give their Aid and Concurrence to any Bill for that Purpose, the whole Expense attending the same being paid by the Company: And whereas by "The North British (Edinburgh Station and Market) Act, 1865," which obtained the Royal Assent on 29th June 1865, the said Agreement was confirmed, and Statutory Powers were conferred upon the Company for carrying into effect the Enlargement of the said Station: And whereas by Section 13 of the said Act it was farther provided that the Height of any Buildings that might be erected by the Company on the Ground to be acquired by them under the said Agreement should be  
restricted

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restricted in all Time coming, so that the extreme Height of any Portion of such Buildings should not be higher than 30 Feet above the Level of the Rails in the present Passenger Shed near Waverley Bridge, and it was by Section 14 of the said Act provided that the Company might at any Time, on any Lands then belonging to them and to the said Edinburgh and Glasgow Railway Company jointly, or to either of them separately, or which the Company might acquire under the said Agreement, so far as such Lands are situated between the North Bridge and the Waverley Bridge in the City of Edinburgh, as to which they were then restricted from erecting any Building the extreme Height of the Roof of which should not be higher than 30 Feet above the Level of the Rails, be entitled to erect Buildings and Sheds for Passenger Traffic only, so that the Height of such Buildings and Sheds should not be higher than 40 Feet above the said Rails, and so that no Furnace or Chimney other than a Chimney for an ordinary House Fire should be formed in any such Building or Shed: Provided always, that the said Buildings should be constructed in the Way and Manner thereby prescribed, the Rights of the Company and of the said Edinburgh and Glasgow Railway Company, or either of them then existing, as to the Erection of Buildings of a greater Height than 30 Feet on any Portion of the said Lands being reserved entire, and all the Restrictions then applicable to the said Lands, in so far as not modified by the said Act, being also reserved entire: And whereas by Section 15 of the said Act it is provided that the Town Council and the Company " may make and enter into Agree-  
 " ments for the Acquisition by the Company by Agreement, but not  
 " compulsorily on either Part, of the Site of the Fruit and Vegetable  
 " Market proposed to be made under the Agreement set forth in the  
 " Schedule to this Act, on condition of the Company providing at  
 " their own Cost another Fruit and Vegetable Market, which shall in  
 " every respect fulfil the Conditions prescribed by the Act of 1860,  
 " with reference to the new and substituted Market therein referred  
 " to: " And whereas the Company did on the 29th Day of August last deposit in the City of Glasgow Bank, in the joint Names of the Lord Provost and Treasurer of the City of Edinburgh and of the Agents of the Company, the Sum of 6,500*l.* Sterling, there to remain till the requisite Discharges could be prepared with reference to the Agreement and Act of Parliament last before specified: And whereas the Company by a Letter from Richard Hodgson, Esquire, their Chairman, to the City Clerk, dated 3rd August last, did, in pursuance of the Powers contained in the said Act, propose to the Town Council to enter into an Agreement under which the Company should acquire the whole Site of the said Fruit and Vegetable Market, and in lieu thereof substitute a new Fruit and Vegetable Market on a Site

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situated along the South Side of Princes Street, and herein-after particularly described: And whereas the said Proposals having been remitted by the Town Council to the Lord Provost's Committee for Consideration, various Negotiations took place between the said Committee and the Company, which resulted in an Agreement being come to between them, subject to the Approval of the Town Council, to the Effect herein-after written: And whereas the Heads of the said Agreement were approved of by the Town Council on 16th October 1865, and it was remitted to the said Committee to conclude the said Arrangement, and to have the same embodied in a formal Deed of Agreement; and now, seeing that the Terms of the said Agreement have been finally adjusted, and that it is reasonable and proper that the same should be embodied in a formal Deed of Agreement, therefore it is hereby contracted and agreed as follows:

First. The Company shall immediately convey to the Town Council in absolute Property the Solum of the Piece of Ground fronting Princes Street, coloured Yellow on the Plan subscribed by the Parties with reference hereto, under such a Servitude over the said Piece of Ground as is necessary for the Prolongation of the Tunnel from Scotland Street Station to the Company's Station at Waverley Bridge, and to the Line to Glasgow, including Platforms and other Works and Accommodations required at a Railway Terminus, as such Prolongation is shown by dotted Lines on the said Plan, and also of running Trains through the said Tunnel as so prolonged. And the Company, except as provided for in Article Second hereof, renounce and discharge all and every other Servitude or Right which they have or can claim in regard to the said Piece of Ground agreed to be conveyed by them to the Town Council, and consent and agree in so far as they are concerned, and for every Right competent to them, that the Town Council and their Assignees or Disponees, or those in their Right, shall be entitled to use the said Piece of Ground, and to build thereon, in such Way and Manner as the Town Council and their Foresaids may at any Time think proper, but subject always to the Limitation herein-after contained:

Second. That the Company shall have the Power to form Arches along and under the whole South Boundary of the said Piece of Ground, extending Northwards under the same, to the Extent of Thirty Feet as shown by the dotted Line A B, the Height of which Arches shall not exceed the Height of the said Tunnel, and the said Arches shall rest on Piers of the full Depth of the Arches, and such Piers and Arches shall be of such Strength as to admit of Buildings of the Character after mentioned being erected thereon:

Third.

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Third. With a view to afford Egress to Foot Passengers the Company shall have Power to form an Access from the Station to Waverley Bridge, not exceeding Seven Feet in Width, upon the said Piece of Ground to be conveyed to the Town Council as aforesaid, along the South Side of the same next the Company's remaining Property, which Access shall not extend farther Eastward than 180 Feet from the present East Boundary of the Waverley Bridge, and shall be fenced off at the Expense of the Company at any Time the Town Council may so direct. But the Town Council shall have the Power to erect any Buildings over the said Access they may think proper, but not exceeding the Height after mentioned, and provided they leave a Passage or Colonnade of not less than 7 Feet in Width and 9 Feet in Height :

Fourth. The Area of the Piece of Ground agreed to be conveyed by the Company to the Town Council shall be formed at the Level of 28 Feet below the Level of Princes Street, those Portions thereof not resting on the Arches before referred to and not occupied by the Prolongation of the Tunnel being formed where necessary by solid Embankment :

Fifth. The retaining Walls for supporting Princes Street and the retaining Walls for supporting the said Embankment, if the Company should not exercise the Power conferred by Article Second hereof, and the Walls and Arches of the Tunnel to be prolonged as aforesaid, or the Iron Beams supporting the Roof of the said Tunnel, shall be constructed in such Way and Manner and of such Strength as shall be sufficient for the Support of any Buildings that may be erected thereon at any Time hereafter, the Height of the main Body of such Building, excluding Towers or other minor Erections, not to exceed 79 Feet above the Level of Princes Street to the Ridge of the Roof :

Sixth. The whole Operations herein-before stipulated to be performed by the Company shall be executed, and the Works themselves, with the Exceptions after mentioned, maintained in all Time coming by the Company at the Sight and to the Satisfaction of the City Superintendent for the Time, and of James Leslie, C.E., whom failing, of David Stevenson, C.E., whom failing, of an Engineer to be named by the Sheriff of the County of Mid Lothian, or of an Oversman to be named by the said Referees for the Time, in the event of their differing in Opinion : Providing always, that the retaining Walls along Princes Street and Waverley Bridge shall only be maintained by the Company for a Period of Seven Years from the Date of their Construction :

Seventh.

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Seventh. The Company shall level, drain, and causeway, or pave the Area of the Market to be constructed by them on a Piece of Ground agreed to be conveyed by them to the Town Council, and the Access or Road thereto, and shall provide at their own Expense a new and substituted Market of equal Accommodation to the present Market :

Eighth. The Company shall construct and maintain a Flight of Stairs at the East End of the proposed Market, on the Space of Ground coloured Blue on the Plan subscribed with reference hereto, which Stairs shall be Twenty Feet wide, and shall be constructed and ready for Use on or before the 1st Day of March 1867, and shall form a common Access for the Town Council and the Company, or those in their Right, to the Markets or the Site thereof, and to the Railway Station, in all Time coming :

Ninth. With a view to increase the Accommodation for the Public using the Railway and the said Market, and to improve the Appearance of the Approach from Princes Street to Waverley Bridge, the Company, with Consent of the Town Council for all Interest competent to them in the Premises, agree to give up the Pieces of Ground coloured Red on the said Plan, signed as relative hereto, situated on the East Side of Waverley Bridge, and the Town Council agree for all Interest competent to them in the Premises to give up so much of the public Street as shall be requisite to make the Curve at the Junction of Waverley Bridge with Princes Street the same on the East as on the West Side of the Bridge, as represented by the dotted Lines on the said Plan subscribed with reference hereto ; and the Company shall form a suitable Pavement for Foot Passengers and Causeway for Carriages upon or over the said Pieces of Ground, on Arches or otherwise, but under Reservation always to the Company of the Solum of said Ground (in so far as the same now belongs to the said Company) under that Portion of the Bridge to be widened, at present occupied by Rails and Sidings, and also under Reservation of Power to the Company to construct such further Rails and Sidings on the Solum so reserved under the said widened Bridge as they may find necessary :

Tenth. The Company shall form a substantial Stone Cope and Iron Railing along the Boundary of the proposed Market next Princes Street and the new Line of Waverley Bridge :

Eleventh. In respect the proposed Market is unfitted for the whole-sale Fish Market which is accommodated in the present Fruit and Vegetable Market, the Company shall give a small Segment off the  
the



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the Circular Corner of the Station Ground adjoining to the present Cab Entrance at Market Street (such Segment not to exceed Twelve Feet at its greatest Breadth), for the Purpose of being added to and improving the Line of Market Street; and such Segment being so given off the Company shall erect a retaining Wall enclosing the unoccupied Ground on the opposite Side of the Street, all as shown on the said Plan subscribed by the Parties with reference hereto. And the Company shall also level up the Space between such retaining Wall and the existing Approach to the Fish Market, so as to provide a Space on which the wholesale Fish Market may be held.

Twelfth. The Town Council agree for any Interest they have in the Premises that the Company shall shut up the Openings between the Bridges of the Railway over the Street or Roadway at the Foot of Leith Wynd, as such Openings are coloured Red on the said Plan subscribed by the Parties with reference to these Presents: Provided always, that the Company shall keep the entire Bridge over the said Street or Roadway Water-tight, and the Space under the said Bridge lighted with Gas by Day and by Night, and shall also whitewash the Walls on either Side, and the Soffit of the Arches over the said Roadway or Street, Twice a Year, in April and October, and at such other Time or Times as the Town Council may from Time to Time direct, and such Lighting and Whitewashing shall be done to the Satisfaction of the Inspector of Lighting and Cleaning for the Time.

Thirteenth. The whole Operations agreed to be performed by the Company in Articles 7th, 8th, 9th, 10th, 11th, and 12th hereof shall be executed and the Works themselves, so far as provided for by Articles 8th, 10th, and 12th hereof, and the Archway for the widened Bridge and Foot Pavement over the same, as provided for in Article 9th, shall be maintained by the Company in all Time coming at the sight and to the Satisfaction of the City Superintendent for the Time.

Fourteenth. So soon as the Company have implemented the whole of the Obligations undertaken by them, except in so far as the future Maintenance of Works is concerned, the Town Council shall convey to the Company their whole Right and Interest in the Area of the present Fruit and Vegetable Market, subject as regards the Ground on the East of the Bridge to all the Restrictions which are at present applicable to the Ground belonging to the Company on the East Side of the North Bridge, and as regards the Ground on the West to all the Restrictions applicable

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to the Ground belonging to the Company on the West of the Bridge.

Fifteenth. Nothing herein contained shall affect the Provisions, Restrictions, and Conditions contained in "The Edinburgh North British Station and Market Act, 1865," in so far as not modified or superseded by these Presents.

Sixteenth. To enable the Company to proceed immediately with the Improvement of the Station the Town Council shall, after the Conveyance to the Site of the proposed Market is completed, give the Company Possession of the Area of the present Market, and find elsewhere temporary Accommodation for the Fruit and Vegetable Market, the Company paying to the Town Council, whenever such Possession shall be ceded, a Sum of £500 as Compensation for the Loss, which such Change may entail upon them, with Interest at the Rate of Five per Centum per Annum from the Date of the Payment till paid.

Seventeenth. The Company shall also be bound to hand over the new and substituted Market, ready for Use, on or before the 1st Day of March 1867, or to pay to the Town Council a Sum of £10 for each Day thereafter, so long as the said Market is not handed over to them complete and ready for Use, the said Sum of £10 per Day being hereby declared to be pactional and not penal, and to be payable as a stipulated Rent exigible from the Company, and not to be subject to Modification in any Manner of Way.

Eighteenth. The Company shall be bound to introduce into and to carry through Parliament during the ensuing Session an Act confirming this Agreement, and conferring Authority on the Company and the Town Council respectively to carry out the several Operations herein-before undertaken by them, which Act shall vest in the Town Council the Piece of Ground along the South of Princes Street hereby agreed to be conveyed to them by the Company.

Nineteenth. The whole Expense attending this Agreement, completing the same, and carrying the same into effect shall be borne by the Company, who shall also defray the whole Expense which may be necessary to have the Agreement confirmed by Parliament.

Twentieth. In the event of any Question or Difference arising between the Town Council and the Company in regard to the true Meaning and Effect of these Presents, or any Article or Clause thereof, the same is hereby referred to the Solicitor General

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General for the Time being, whom failing, to the Dean of Faculty of Advocates for the Time, whose Decision thereon shall be final and conclusive, and binding on both of the said Parties, and shall not be subject to review in any Court of Law whatever.

And, lastly. The Parties hereto bind and oblige themselves to implement their respective Parts of the Premises to each other, under the Penalty of £2,000 Sterling over and above Performance; and they consent to Registration, for Preservation and Execution.

In witness whereof these Presents, consisting of this and the Eight preceding Pages written by Alexander Leitch, Clerk to James David Marwick, Town Clerk of Edinburgh, are subscribed in Duplicate as follows, viz., by the Right Honorable William Chambers, of Glenormiston, Lord Provost, and the said James David Marwick, Town Clerk, in name and on behalf of the said Lord Provost, Magistrates, and Council of the City of Edinburgh, specially authorized by them to that Effect, at Edinburgh, the Twenty-seventh Day of March Eighteen hundred and sixty-six, before these Witnesses, Alexander Harris, Writer in Edinburgh, and Robert Renwick, Clerk to the said James David Marwick, and by William Logan White, Esquire, of Kellerstain, and Mark Sprot, Esquire, of Riddell, Two of the Directors of, and duly authorized to execute these Presents by and on behalf of, the said North British Railway Company, at Edinburgh, the Twelfth Day of April, Year last mentioned, before these Witnesses, John Wilson Barrie and Edward Danks, both Clerks in the Head Office of the said North British Railway Company in Edinburgh.

(Signed)

ALEX. HARRIS, Witness.	W. CHAMBERS, Lord Provost.
ROB. RENWICK, Witness.	J. D. MARWICK, Town Clerk.
J. W. BARRIE, Witness.	W. L. WHITE.
EDWD. DANKS, Witness.	MARK SPROT.

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AGREEMENT

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*The North British Railway (New Works) Act, 1866.*

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AGREEMENT between the North British Railway Company and the  
Midland Railway Company.

This Agreement, entered into and executed by and between the North British Railway Company of the First Part, and the Midland Railway Company of the Second Part, witnesseth, That whereas the Parties hereto have an Agreement for the Cultivation and Development and free Interchange of Traffic between their respective Systems of Railways viâ Carlisle: And whereas the First Party has obtained an Act of Parliament authorizing the Construction of Railways from the Port Carlisle Railway to the River Caldew, and thence to the Lines on the Southern Side of the Carlisle Citadel Station, and by which a through Communication from their Undertaking to the Railways South of Carlisle will be obtained, and for the Purpose also of acquiring additional Ground for a Goods Station at Carlisle, in the Vicinity of the said Citadel Station, and have accordingly scheduled a considerable Quantity of Ground and House Property for this Purpose: And whereas the said Second Party were desirous of acquiring a Joint Interest in and User of the said Station Ground: Therefore the said Parties have agreed and do hereby agree as follows; viz.

First. That for the Purpose of carrying out this Agreement a Joint Committee shall be appointed within Two Months after the Execution of this Agreement, such Joint Committee to consist of Two Members from each Board.

Second. That it shall be agreed upon between the Parties hereto, within Six Months from the Date of this Agreement, how much of the Ground and Property which the First Party have scheduled and are entitled to take under the Provisions of the said Act shall be acquired by them for the Purposes of the said Goods Station.

Third. That the Joint Committee shall lay out the Ground and Property to be acquired for the said Goods Station with the necessary Rails and Sidings, and construct such Buildings, Works, and Conveniences thereat and connected therewith, in such Manner as shall be most convenient for the Goods Traffic of the Parties hereto.

Fourth. That the Parties hereto shall become Joint Owners of or acquire a Joint Interest in the proposed new Goods Station, so that each Party may have equal Rights in and over such Station.

Fifth. That in respect of such Joint Ownership or Joint Interest in the proposed Goods Station each Company shall pay a Moiety of the Expense of acquiring the said Ground, including therein  
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the Cost, Charges, and Expenses of applying for the said Act of Parliament, and of the Expense of constructing such Station and Buildings, Works, and Conveniences thereat, which Moiety shall be paid by each Party, as the same shall be ascertained and settled by Agreement, or, failing such Agreement, by Arbitration in manner herein-after provided; or, should the Parties hereto mutually agree that the Expenses of and incident to the Construction of the said Station are to be primarily laid out and defrayed by the First Party, the Second Party shall then either repay to the First Party a Moiety of such Expenses, or, if so agreed upon between the Parties, the Second Party shall pay to the First Party such Sum half-yearly in perpetuity in respect of the Expenses above mentioned, and their Accommodation in and User of the said Goods Station under and in Terms of this Agreement, as shall be agreed upon between the Parties, or, failing such Agreement, as shall be settled by Arbitration in the Manner herein-after provided.

Sixth. That should either Party require Accommodation for any Traffic or Purpose for which the other Party may have no corresponding Requirement, a special Payment, annual or otherwise, shall be made by the Party requiring to the Party not requiring such Accommodation.

Seventh. That the Maintenance of the Station when constructed shall be met and defrayed at the joint Cost of the Parties hereto, paying respectively in proportion to their respective Tonnage of Goods, &c. using the Station for the same Period.

Eighth. That each Party shall have the Right to employ their own separate Staff for the Conduct of their respective Traffics at the said Station, or, if so agreed to, there shall be a Joint Staff, the Expense of which to be borne by the Two Parties jointly, in proportion to their respective Tonnage of Traffic.

Ninth. That the Joint Committee shall direct and control the Maintenance of the Station, and shall appoint and direct all Staff thereat agreed to be joint.

Tenth. That all Matters referred to such Joint Committee shall be decided by a Majority of Votes, the Chairman having no Casting Vote; and when the Votes are equal such Matters shall, if so desired by either Party to this Agreement, be decided by Arbitration.

Eleventh. That any Differences as to the Amount to be paid by either Party as their Share of the Expenses specified in Article Fifth hereof, or as to the Payment to be made by them  
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in perpetuity for their Interest in and User of the said Station, or as to any special Payment to be made by either of them to the other under this Agreement, or as to the Rights of the said Parties under this Agreement, and as to any Questions upon which the Joint Committee may be equally divided, shall, if so desired by either Party to this Agreement, be settled by Arbitration under the Provisions of The Railway Companies Arbitration Act, 1859.

Twelfth. That both Parties shall, if considered by either necessary or expedient, concur in an Application to Parliament to obtain Parliamentary Sanction to this Agreement, and that either by One of the Parties hereto separately, or by both of them jointly, as may be arranged.

In witness whereof the Companies, Parties hereto, have hereunto affixed their respective Common Seals the Twentieth and Twenty-third Days of November One thousand eight hundred and sixty-five.

(Signed) DA. CRABB, Witness.  
THO. BALFOUR, Witness.

Seal of  
the North  
British Railway  
Company.

(Signed) J. NAIRNE, Secretary North British  
Railway Company.

The Seal of the Midland Railway was affixed in the Presence of

(Signed) WM. MORLEY, Clerk to the  
Midland Railway Com-  
pany at Derby.

Seal of the  
Midland Railway  
Company.

LONDON:

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[Amo.]