

CHAPTER ccix.

An Act to authorise the North British Railway Company to make several railways, and to purchase additional station lands; to abandon certain railways; to extend the time for sale of certain superfluous lands; to authorise agreements with the North Monkland Railway Company and with the Corporation of Burntisland, purchase of the Broxburn Railway, and amalgamation with the Glasgow and Milngavie Railway Company; and for other purposes.

A.D. 1873.

[28th July 1873.]

WHEREAS the following railways and works would be of public advantage; that is to say,

A railway (in this Act called Railway No. 1), 4 miles 3 furlongs 5·70 chains in length, from the North British (Wilsontown, Morningside, and Coltness) Railway in the parish of Whitburn in the county of Linlithgow, to the North British (Edinburgh and Bathgate) Railway in the parish of Livingston in the same county:

A railway (in this Act called Railway No. 2), 1 mile 3 furlongs and 5·30 chains in length, from Railway No. 1 in the said parish of Livingston, to the North British (Edinburgh and Bathgate) Railway in the parish of Bathgate in the county of Linlithgow:

A railway (in this Act called Railway No. 3), 2 miles 2 furlongs and 4 chains in length, from Railway No. 1 in the said parish of Livingston to near Overgrange in the parish of Mid Calder in the county of Edinburgh:

A railway (in this Act called Railway No. 11), 3 furlongs and 3·57 chains in length, from a point in the parish of New Kilpatrick in the county of Dumbarton where Railway No. 12, herein-after described, forms a junction therewith, to the authorised Stobcross line of the North British Railway in the parish of Govan in the county of Lanark:

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A deviation or new line of railway (in this Act called Railway No. 12), being in lieu of the railway authorised by "The North British Railway (General Powers) Act, 1871," and therein called No. 5, 3 furlongs and 3 chains in length, from Railway No. 11 in the parish of New Kilpatrick in the county of Dumbarton, to near the Anniesland farm steading in the parish and county of Renfrew :

A railway or siding in the parish of Old Monkland in the county of Lanark (in this Act called Railway No. 18), 1 furlong and 4·10 chains in length, from the Glasgow and Coatbridge branch of the North British Railway to land belonging to the North British Railway Company on the east side of the Hornock Canal :

A deviation or new line of railway in the parish of New Monkland in the county of Lanark (in this Act called Railway No. 19), 5 furlongs and 1·15 chains in length, being in lieu of a portion of the railway authorised by "The North Monkland Railway Act, 1872," from the Ballochney section of the North British Railway to the said authorised North Monkland Railway :

A deviation or new line of railway in the parish of Auchterderran in the county of Fife (in this Act called the Capeldrae deviation), 1 mile 3 furlongs 1 chain and 20 yards in length, being in lieu of part of the railway authorised by "The North British Railway Act, 1872," and therein called Railway No. 9 :

A railway (in this Act called Railway No. 20), 5 furlongs and 4 chains in length, from the North British (Edinburgh and Glasgow) Railway in the parish of Saint Cuthbert in the county of Edinburgh, to the mineral sidings of the Haymarket station of the North British (Edinburgh and Glasgow) Railway :

A railway (in this Act called Railway No. 21), 7 furlongs and 7·50 chains in length, from the railways or sidings of the North British Railway Company at Borrowstouness station in the parish of Borrowstouness in the county of Linlithgow, to the turnpike road leading from Carriden to Borrowstouness in the parish of Carriden in the same county :

And it is expedient that the North British Railway Company (in this Act called the Company) should be authorised to make the said railways and works, and to enlarge their College station at Glasgow, and that certain railways which will be rendered unnecessary by the construction of certain of the said intended railways

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should be abandoned, and that the railway intended to be constructed in lieu of part of the North Monkland Railway should be vested in the North Monkland Railway Company as part of their undertaking : A.D. 1873.

And whereas it is expedient that the Company should be authorised to purchase, for station or other purposes connected with their undertaking, certain lands in the parish of Kirkliston in the county of Linlithgow, and in the parish of Linlithgow in the county of Linlithgow, and certain lands, streets, roads, and other property in the city, parish, and royal burgh of Glasgow in the county of Lanark, and certain lands and other property in the parish of Saint Cuthbert in the county of Edinburgh, and to stop up and appropriate to the uses of the Company all or part of South Pettigrew Street, Havannah Street, New Vennel, Burnside Street, the roads or lanes leading from South Pettigrew Street called Meuse Lane and Hatter's Close, in the said city, parish, and royal burgh of Glasgow :

And whereas plans, sections, and books of reference relating to the said intended new railways and works, and to the lands and property required for station and other purposes as aforesaid, have been deposited as follows ; (that is to say,) in the case of Railways No. 1, No. 2, and No. 3, with the principal sheriff clerks of the counties of Linlithgow and Edinburgh respectively ; in the case of Railways No. 11 and No. 12, with the principal sheriff clerks of the counties of Dumbarton, Lanark, and Renfrew respectively ; in the case of all other railways and lands in the county of Linlithgow, with the principal sheriff clerk of the county of Linlithgow ; and in the case of all other railways, works, lands, and property in the county of Lanark, with the principal sheriff clerk of that county ; in the case of all other railways, works, lands, and property in the county of Edinburgh, with the principal sheriff clerk of that county ; in the case of the railway, and all lands and property in the county of the city of Edinburgh, with the principal sheriff clerk of that county ; in the case of the railway and works in the county of Fife, with the principal sheriff clerk of that county ; which said documents are in this Act respectively referred to as the deposited plans, sections, and books of reference :

And whereas it is expedient that the time limited for the sale of superfluous lands of the Company should be extended so far as relates to lands in the parishes of Wilton, Hawick, Cavers, Kirkton, Hobkirk, and Castleton, in the county of Roxburgh ; Canobie and Langholm, in the county of Dumfries ; Kirk-Andrews-upon-Esk, Arthuret, Kirkclinton, Rockcliffe, and Stanwix, in the county of

A.D. 1873. Cumberland; Falstone, Greystead, Simondburn, St. John Lee, Hexham, Morpeth, Mitford, Meldon, Hartburn, Kirkwhelpington, and Corsenside, and the extra-parochial place of River Green, in the county of Northumberland :

And whereas by a provisional order made by the Board of Trade and confirmed by "The Pier and Harbour Orders Confirmation Act, 1870," (No. 3,) the magistrates and council of the royal burgh of Burntisland, in this Act called the town council of Burntisland, are authorised to construct a wet dock and other works, and to improve the harbour of Burntisland, and the Company are interested in the completion of the said works and improvements :

And whereas the town council of Burntisland and the Company are authorised by the said provisional order from time to time to enter into agreements with respect to the construction of the intended wet dock, and the deepening, enlargement, and improvement of the harbour, the tolls, rates, and charges on traffic passing over the North British Railway, or any part thereof, to or from the harbour, the rates chargeable at the harbour, or in respect of burgh or other dues and customs, or payment to be made by the Company in lieu of such rates, dues, and customs, and the accommodation to be given to the Company at the harbour, and any other matters relating to the purposes of the said order :

And whereas agreements were entered into between the town council and the Company with respect to the composition payable by the Company for or in lieu of those dues and customs leviable by the town council on goods, animals, coals, matters, and things shipped and landed by or for the Company at or within the limits of the harbour, or carried by or from their railway across the Granton and Burntisland Ferry, and within or through the burgh of Burntisland, which agreements terminated in the month of December one thousand eight hundred and seventy-two :

And whereas large claims were made by the town council of Burntisland on the Company on the termination of the said agreements for harbour dues and burgh customs and other rates, which claims were disputed by the Company, and litigation in regard thereto was commenced :

And whereas with a view, amongst other things, to a settlement and compromise of the said claims, and putting an end to the said litigation, and also to carrying the said harbour improvements into effect, the town council of Burntisland and the Company entered into the agreement set forth in the schedule to this Act annexed, whereby, amongst other things, it was agreed that the Company should advance fifty thousand pounds to the town council towards effecting

the harbour improvements, in manner and upon the terms in the said agreement mentioned, and it is expedient that the said agreement should be confirmed, and that the Company should be authorised to raise the said sum of fifty thousand pounds for the purpose of the said advance : A.D. 1873.

And whereas by "The Broxburn Railway Act, 1867," the Broxburn Railway Company were incorporated and authorised to raise a capital of eight thousand pounds, in ten pound shares, and to borrow two thousand six hundred pounds on mortgage, and to make the Broxburn Railway from the Edinburgh and Glasgow Railway (now part of the Company's undertaking) to Broxburn in the parish of Uphall in the county of Linlithgow :

And whereas the Broxburn Railway Company have created the whole of the said capital of eight thousand pounds and have issued five thousand one hundred pounds thereof, and have received in respect of the amount so issued four thousand five hundred and ninety pounds, and two thousand nine hundred pounds have not been issued, and they have not borrowed any money on mortgage :

And whereas the Broxburn Railway is constructed and in use, and there had been expended thereon up to the fifteenth day of May one thousand eight hundred and seventy-two sums amounting to six thousand one hundred pounds or thereabouts :

And whereas it has been agreed between the Company and the Broxburn Railway Company that the undertaking of the Broxburn Railway Company should be sold to the Company upon payment of the said sum of six thousand one hundred pounds, with interest from the said fifteenth day of May one thousand eight hundred and seventy-two at the rate of five pounds per centum per annum :

And whereas by "The Glasgow and Milngavie Railway Act, 1861," the Glasgow and Milngavie Railway Company, in this Act called "the Milngavie Company," were incorporated and authorised to raise a capital of thirty thousand pounds, in ten pound shares, and to borrow ten thousand pounds on mortgage, and to make the Milngavie Railway from the Glasgow, Dumbarton, and Helensburgh Railway (which now forms part of the undertaking of the Company) to the road leading from Baldernoch to Milngavie :

And whereas the Milngavie Company created the whole of the said capital of thirty thousand pounds, and have received eighteen thousand seven hundred and twenty pounds in respect thereof, and have borrowed nine thousand eight hundred and thirty pounds on mortgage, and have incurred debts beyond the said sums of eighteen thousand seven hundred and twenty pounds, and nine thousand eight hundred and thirty pounds, amounting to nine thousand and

A.D. 1873. fifteen pounds or thereabouts, and the Milngavie Railway is completed and in use :

And whereas it has been agreed between the Company and the Milngavie Company that the undertaking of the Milngavie Company should be amalgamated with the undertaking of the Company as from the thirty-first day of July one thousand eight hundred and seventy-three, and that for effecting such amalgamation the amount paid upon the shares of the Milngavie Company should become North British ordinary stock, and the mortgages of the Milngavie Company should become mortgages of the Company, and that the Company should pay and relieve the Milngavie Company from their said other debts :

And whereas it is expedient that the Company should be authorised to raise more money for the several purposes of this Act, and to raise by a separate class of preference or guaranteed stock the sums required for enlarging their College station at Glasgow, and to secure such stock by a lien on the said station and enlargement and the railways and works in connexion therewith described in the first article of the agreement set forth in Schedule B. to "The North British Railway (General Powers) Act, 1868," annexed, and therein and in this Act called "the Coatbridge undertaking:"

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 Act, 1873."

Provisions of general Acts herein named incorporated.

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 V. of "The Railways Clauses Act, 1863," relating respectively to construction of a railway and to amalgamation, and 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, the giving of notices, and the provision to be made for affording access to the special Act; Parts I., II., and III. of "The Companies Clauses Consolidation 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.

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3. In this Act—

The expression "the incorporated Acts" shall mean the Acts and parts of Acts incorporated with this Act:

Interpre-
tion of
terms.

The several words and expressions to which meanings are assigned by the incorporated Acts shall have the same respective meanings:

In the incorporated Acts—

The expression "the special Act" shall mean this Act:

In this Act and the incorporated Acts—

The expression "the Company" or "the promoters of the undertaking," or other like expression, shall mean the North British Railway Company:

Unless in any of the cases aforesaid there be something in the subject or context repugnant to such construction.

4. Subject to the provisions of this Act, 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 hereinbefore described, with all proper stations, sidings, 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 books of reference as may be required for those purposes.

Power to
make rail-
ways, &c.

5. Subject to the provisions herein-after contained for limiting the rates of tolls and charges, and except as by this Act otherwise provided with respect to Railway No. 19, the railways and works by this Act authorised shall for the purposes of toll and in all other respects form part of the undertaking of the Company.

Railways
and works
to form part
of Com-
pany's under-
taking.

6. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in "The Railways Clauses Consolidation (Scotland) Act, 1845," in connexion with the railways and works by this Act authorised shall not exceed twelve acres.

Lands for
stations and
extraor-
dinary pur-
poses.

7. 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.

Limiting
time for
compulsory
purchase.

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Power to cross a certain road on the level.

8. Subject to the provisions in "The Railways Clauses Consolidation (Scotland) Act, 1845," and in Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," contained, in reference to the crossing of roads on the level, the Company may in the construction of the Railway No. 21 by this Act authorised carry the same with a single line only whilst the railway shall consist of a single line, and afterwards with a double line only, across and on the level of the road next herein-after mentioned; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.
RAILWAY No. 21.		
30, 34, and 43	Borrowstouness - - -	Street or road.

Inclination of road.

9. In altering for the purposes of this Act the road next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith; (that is to say),

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
RAILWAY No. 1.			
30	Whitburn -	Statute labour road	1 in 16 on one side, level on the other.

Height and span of bridge.

10. The Company may make the arches of the bridge for carrying the railway over the road next herein-after mentioned of any height and span not less than the height and span herein-after mentioned in connexion therewith; (that is to say,)

No. on deposited Plan.	Parish.	Description of Roadway.	Height.	Span.
RAILWAY No. 20.				
1	St. Cuthbert's -	Statute labour road	15 0	20 0

Notice to be given of taking houses of labouring classes.

11. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall

not take any such houses until they have obtained the certificate of a sheriff substitute, or his deputy, that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

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12. If the Company fail within the period limited by this Act to complete the railways, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of "The Railway and Canal Traffic Act, 1854," and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of the Queen's Remembrancer of the Court of Exchequer in Scotland in the bank named in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Penalty imposed unless the lines are opened within the time limited.

13. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "Edinburgh Gazette," shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the

Application of penalty.

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said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court of Exchequer in Scotland thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Period for completion of works.

14. If the railways and works by this Act authorised and herein-before described are not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways or works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as are then completed.

Tolls.

15. The Company may demand and take in respect of the railways by this Act authorised such tolls and charges as they think fit, not exceeding the rates of tolls and charges authorised 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 authorised, and partly on any other railways of the Company, the railways by this Act authorised and such other railways shall be deemed one railway.

Portions of authorised lines to be abandoned.

16. The Company shall abandon the construction of the railway authorised by "The North British Railway (General Powers) Act, 1871," and therein called Railway No. 5, and so much of the railway authorised by "The North British Railway Act, 1872," and therein called Railway No. 9, as lies between its authorised termination and the point in this Act described as the commencement of the Capeldrae deviation, and the North Monkland Railways Company shall abandon so much of the railway authorised by "The North Monkland Railway Act, 1872," and therein called Railway No. 1, as lies between its authorised commencement and the point in this Act described as the termination of Railway No. 19.

17. The abandonment under the authority of this Act of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company, or the North Monkland Railway Company, on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out the line of 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, or the North Monkland Railway Company, to receive compensation 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 lands of any of the powers contained in "The Railways Clauses Consolidation (Scotland) Act, 1845," "The North British Railway Act, 1871," "The North British Railway Act, 1872," and "The North Monkland Railway Act, 1872," or any of them.

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

18. Where before the passing of this Act any contract may have been entered into or notice given by the Company, or the North Monkland Railway Company, for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorised to be abandoned by this Act, the Company, or the North Monkland Railway Company, as the case may be, shall be released from all liability to purchase or to complete the purchase of any such lands; but, notwithstanding, full compensation shall be made by the Company, or the North Monkland Railway Company, as the case may be, 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," as amended by any subsequent Act, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Compensation to be made in respect of portions of railways abandoned.

19. The Caledonian Railway Company shall have and may exercise over, upon, and in respect of Railway No. 12 and Railway No. 11, and over, upon, and in respect of the sidings, watering places, and other conveniences connected with the said railways respectively, the like powers, rights, and privileges in like manner and upon the same terms and conditions in all respects as if Railway No. 12 and Railway No. 11 had been portions of the Harbour Branch Railways authorised by "The Edinburgh and Glasgow Railway (Extensions) Act, 1864," over which the Caledonian Railway Company obtained running powers by virtue of the

Caledonian Railway Company to have running powers over certain lines.

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Company to make openings in flanges of Railway No. 11, and to permit connecting lines therefrom to Forth and Clyde Canal.

20. The Company shall, if and when required by the Caledonian Railway Company, and at the expense of that company, make and maintain openings in the ledges or flanges of the rails of Railway No. 11, and shall permit the said company to form connecting lines between that railway where it skirts the Forth and Clyde Canal belonging to that company, and any wharf or wharves which they have formed or may form on that canal for the shipment of ironstone, limestone, and other minerals passing thereto over the said railway, and such openings and connexions shall be formed at such points as will not interfere with or endanger the passage of the traffic on the said railway, and as will be convenient for such shipment.

Regulating construction of works.

21. The Company shall not enter upon or interfere with any of the locks, bridges, or buildings on or connected with the Forth and Clyde Canal, nor with the said canal itself, or the towing-path thereof, or other works or lands connected therewith, nor shall they in any manner obstruct or impede the use of the said canal or towing-path, or intercept, cut off, take, use, or diminish any of the water in the said canal, or of any stream or other supply of water which is now used or which may be taken for the use thereof; and the Company shall, at their own expense, execute all such works by this Act authorised as shall be within twenty yards of the side of the said canal, of such design and materials as shall be approved of by the engineer for the time being of the Caledonian Railway Company, and according to working plans, sections, and specifications to be submitted to and approved of by the said engineer previously to the commencement of the works, and the same shall be constructed under the superintendence and to the reasonable satisfaction of the said engineer, and the Company shall pay the whole fees and expenses of and incurred by the said engineer in relation to the said works.

Works affecting Forth and Clyde Canal to be completed, within twelve months after commence-

22. All the operations of the Company for and connected with the construction of Railway No. 11, so far as that railway is to be formed within one hundred yards of the side of the Forth and Clyde Canal, shall be completed within the period of twelve

months after the commencement thereof, and at the sole risk of the Company, who shall be liable for all damage occasioned to the said canal and works connected therewith, or to the traders on the canal, or to the adjoining country by or in consequence of the operations of the Company whensoever such damage may occur.

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ment, at risk of Company, who shall be liable for damage occasioned thereby.

23. If any portion of Railway No. 11 shall be so constructed or maintained by the Company as to impede boats, barges, or other vessels or traffic from navigating or using the canal at all times as freely and uninterruptedly as at present, then the Company shall pay to the Caledonian Railway Company the actual damage thereby occasioned, or in lieu thereof, and in the option of the Caledonian Railway Company, as and by way of liquidated and ascertained damages, the sum of ten pounds for every hour during which such impediment shall be allowed to continue, not exceeding forty-eight consecutive hours, but if it continues beyond forty-eight consecutive hours, then the sum of ten pounds for each of such forty-eight hours, and the sum of twenty pounds for every subsequent hour, and in default of payment of any such actual or ascertained damages on demand being made on the secretary, or any other officer of the Company, the Caledonian Railway Company may sue for and recover the same, together with full expenses against the Company, by action in the Court of Session in Scotland, or before the sheriff of the county of Lanark, or the same may be recovered in like manner as any other penalties under this Act.

Penalty in case of impediments to canal.

24. Railway No. 18 shall be carried over the Hornock branch of the Monkland Canal belonging to the Caledonian Railway Company, and the towing-path thereof, by a bridge having an opening or openings of the clear width of not less than fifty feet each, measuring at right angles to the centre line of the canal, and of the clear height of not less than ten feet, measuring from the level of the towing-path, throughout the entire width of each such opening.

As to construction of Railway No. 18 over Hornock branch of Monkland Canal.

25. The Company shall make Railway No. 18, where it passes under the railway, works, and lands of the Caledonian Railway Company, with not more than four lines of rails; and shall construct the bridge for carrying the last-mentioned railway and works over Railway No. 18 so as to extend across the whole breadth of the Caledonian Railway Company's property, and so that there shall be not less than six inches in depth of ballast under the sleepers of the permanent way of the Caledonian Railway.

Regulating construction of bridge for carrying Caledonian Railway over Railway No. 18.

26. The Company shall construct the bridge for carrying the Granton branch railway of the Caledonian Railway Company and relative works over Railway No. 20 so that there shall be not less

Regulating construction of bridge for carrying

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Caledonian
Railway over
Railway
No. 20.

than twelve inches in depth of ballast under the sleepers of the permanent way thereof; and if before the construction of the said bridge, or at any time thereafter, the Caledonian Railway Company shall desire to lay down two additional lines of rails or sidings along that part of the said branch railway which is crossed by Railway No. 20, and shall require the Company to construct or enlarge the said bridge so that it shall be of sufficient width to admit of such additional lines of rails or sidings being laid on the said branch railway along the said bridge, the Company shall construct or enlarge the said bridge accordingly.

Bridges to
be con-
structed
under the
superinten-
dence of
Caledonian
Railway
Company's
engineer.

27. The bridges for carrying Railway No. 18 over the Hornock branch of the Monkland Canal, and for carrying the railways of the Caledonian Railway Company over Railways Nos. 18 and 20, and all works connected with the said bridges, and with the crossings of the last-mentioned railways over and under the canal, railways, works, and lands of the Caledonian Railway Company, shall be respectively of such design and materials as shall be approved of by the engineer for the time being of that company, and shall be constructed and completed according to working plans, sections, and specifications to be submitted to and approved of by the said engineer previously to the commencement of the works affecting the property of that company, and shall be constructed and for ever maintained by and at the expense of the Company, and under the superintendence and to the reasonable satisfaction in all respects of the said engineer.

Bridges and
works of
Company
not to injure
works or
interrupt
traffic of
Caledonian
Railway
Company,
and Com-
pany to be
liable for
damage
thereto.

28. The bridges and works mentioned in the next preceding section of this Act shall be made and for ever maintained and used, and all operations connected therewith shall be conducted in such manner as not to injure or endanger the stability of the canal or railways of the Caledonian Railway Company, or any of the works connected therewith, nor to cause any interruption, impediment, or inconvenience to the traffic of that company; and if in the execution, maintenance, or use of any of the said bridges or works of the Company any injury be caused to the Caledonian Railway Company's canal, railways, or works, or any interruption, impediment, or inconvenience be occasioned to their traffic, the Company shall pay all damages arising from or consequent on such injury, interruption, impediment, or inconvenience.

Restricting
interference
with pro-
perty of
Caledonian
Railway
Company.

29. Subject to the exception herein-after contained, nothing in this Act shall authorise the Company, without the previous consent in writing of the Caledonian Railway Company under their common seal, to enter upon or interfere with any canal, railway, works, or lands of that company further or otherwise than is necessary for

constructing across the same the works herein-before specified, in manner herein-before specially provided; nor to alter the line or levels of any of the works of that company, nor to take or acquire any of their lands, or any right therein, other than an easement or right of making, maintaining, and using their said works across the same, in manner aforesaid: Provided always, that nothing in this section contained shall prevent the Company from acquiring the lands numbered 16 and 30 in the parish of Saint Cuthbert on the deposited plans of Railway No. 20.

A.D. 1873.

30. And whereas Railway No. 19 is in substitution for part of a railway which the North Monkland Railway Company were authorised to make by "The North Monkland Railway Act, 1872," and is intended to form part of the undertaking of that company: Be it enacted, that the Company on the one hand, and the North Monkland Railway Company on the other hand, may from time to time, with the consent of three fourths of the votes of the shareholders present, in person or by proxy, at meetings of the said companies respectively convened with special notice of the purpose, enter into agreements with respect to the construction and vesting in the North Monkland Railway Company of Railway No. 19, and with respect to determining and fixing the terms of such vesting.

Power for Company and North Monkland Railway Company to enter into agreements as to vesting, &c. of Railway No. 19.

31. Railway No. 19, when completed and ready for use, shall vest in the North Monkland Railway Company upon such terms as may have been agreed upon between them and the Company by any agreement entered into under the authority of this Act, or if there shall have been no such agreement which shall determine and fix the terms for such vesting, then upon repayment to the Company by the North Monkland Railway Company of the costs and expenses incurred by the Company in constructing the railway, including purchase of land, and the amount of such costs and expenses, if not agreed upon, shall be settled by arbitration in manner provided by "The Railway Companies Arbitration Act, 1859," and when either company gives to the other notice in writing under their common seal to proceed to arbitration, the companies shall be deemed to have agreed to refer the matters in dispute to arbitration within the meaning of that Act; and the railway shall vest in the North Monkland Railway Company as part of their undertaking, and be subject to the provisions of "The North Monkland Railway Act, 1872," and to the agreement set forth in the schedule to that Act as if it had been authorised by that Act.

Railway No. 19 to vest in North Monkland Railway Company as part of their undertaking.

32. Subject to the provisions in this Act contained, the Company may enter upon, take, and use all or any of the lands and property in the parishes of Kirkliston and Linlithgow respectively

Power to purchase lands for station purposes, &c.

A.D. 1873. — in the county of Linlithgow, and in the parish of Saint Cuthbert in the county of Edinburgh, and all or any of the lands, streets, or roads, houses, and other property in the city, parish, and royal burgh of Glasgow in the county of Lanark, required for the enlargement of the College Street station, which are delineated on the deposited plans and described in the deposited books of reference.

Power to stop up certain streets, &c. in Glasgow.

33. The Company may stop up and cause to be discontinued as public streets or ways the following streets or roads in the city, parish, and royal burgh of Glasgow in the county of Lanark; (that is to say,) South Pettigrew Street, Havannah Street, New Vennel, and Burnside Street, and the roads or lanes leading from South Pettigrew Street called Meuse Lane and Hatter's Close, and may appropriate to the purposes of the Company the streets and roads, or portions thereof so stopped up: Provided always, that South Pettigrew Street and the portion of Havannah Street situate between South Pettigrew Street and High Street shall not be stopped up, discontinued, and appropriated, except with the consent of the owners of the properties on both sides of South Pettigrew Street and the said portion of Havannah Street.

For protection of United Presbyterian Church, Duke Street, Glasgow.

34. Before stopping up or in any manner interfering with any part of Havannah Street between High Street and South Pettigrew Street, the Company shall pay to the trustees for the congregation of the United Presbyterian Church in Duke Street, Glasgow, the sum of one thousand pounds, being the agreed-on amount of compensation for their right in Havannah Street, and of access thereby, and for damage to the property belonging to the congregation, and the Company shall not erect any building upon any ground now forming the site of that street which shall in any respect obstruct or diminish the light now enjoyed by the buildings vested or reputed to be vested in the said trustees.

Company not to remove telegraphs, &c.

35. The Company shall not, in the construction, maintenance, or working of the railways authorised by this Act, alter or remove or in any manner interfere with any telegraph or telegraphic apparatus belonging to Her Majesty's Postmaster General without his previous consent in writing, which consent may be given under the hand of one of the secretaries or assistant secretaries of the Post Office for the time being.

Widening of High Street, in the city of Glasgow.

36. In the event of the Company acquiring any lands, streets, roads, houses, and other property fronting High Street in the city of Glasgow, they shall be bound and are hereby required to appropriate so much as may be necessary of such property for widening High Street where it bounds such lands to an extent of not less

[36 & 37 VICT.] *The North British Railway Act, 1873.* [Ch. ccix.]

than twenty feet, and shall, within five years from the passing of this Act, widen the same accordingly, and such addition to the width of High Street shall be part of the said street and be vested in the Board of Police of Glasgow, subject to the provisions of "The Glasgow Police Act, 1866:" Provided that the paving of the footway on the additional width of street shall be done at the expense of the Company, and the causewaying of the addition to the carriageway shall be done at the expense of the said board of police.

A.D. 1873.

37. Nothing in this Act contained shall prevent the Board of Police of Glasgow constructing a continuation from the New Vennel towards Duke Street of the subway provided for in section 7 of "The City of Glasgow Union Railway Act, 1871," and the Company shall give all reasonable and necessary facilities for the construction of such continuation, so far as it may be made through or may affect any land or property belonging to or to be acquired by the Company, without the Company making any claim of compensation against the said board of police: Provided always, that the said board of police in constructing the said continuation of the subway shall have due regard to the proper and efficient construction, making, and maintenance of the College station and the works and buildings therein.

Construction of subway.

38. The Company may, notwithstanding anything to the contrary in "The Lands Clauses Consolidation Act, 1845," or (as the case may be) in "The Lands Clauses Consolidation (Scotland) Act, 1845," or in any Act relating to the Company with which these Acts or either of them are or is incorporated, retain and hold any lands belonging to them in the parishes of Wilton, Hawick, Cavers, Kirkton, Hobkirk, and Castleton, in the county of Roxburgh; Canobie and Langholm, in the county of Dumfries; Kirkandrews, Arthuret, Kirkclinton, Rockcliffe, and Stanwix, in the county of Cumberland; Falstone, Greystead, Simondburn, St. John Lec, Hexham, Morpeth, Mitford, Meldon, Hartburn, Kirkwhelpington, and Corsenside, and the extra-parochial place of River Green, in the county of Northumberland, which have not yet been applied or are not required for the purposes of the Company, but are situate near to or adjoin any railway or station of the Company, or may in the opinion of the Company be required by them for the purposes of stations, sidings, or other conveniences, for the period of ten years from the passing of this Act, but at any time during such period of ten years the Company may, and at the expiration of such period the Company shall, sell and dispose of as superfluous lands all such parts of those lands as shall not then have been applied to or are not then required for the purposes of their undertaking.

Extending time for sale of superfluous lands, &c.

A.D. 1873.

Confirming
agreement
between the
Company
and town
council of
Burntisland.

39. The agreement between the Company and the Town Council of Burntisland, dated the sixteenth and eighteenth days of September one thousand eight hundred and seventy-two, and set forth in the schedule to this Act annexed, is hereby confirmed, and the Company may advance to the said town council the sum of fifty thousand pounds, or any less sum, in the manner and for the purposes and upon the terms and security in the said agreement mentioned.

As to sale of
Broxburn
Railway.

40. Upon payment by the Company to the Broxburn Railway Company of the sum of six thousand one hundred pounds, with interest on the said sum at the rate of five pounds per centum per annum to be computed from the fifteenth day of May one thousand eight hundred and seventy-two, for which payment the receipt of any two directors of the Broxburn Railway Company shall be a sufficient discharge to the Company, the Broxburn Railway Company shall sell and, by deed duly stamped for denoting payment of the proper stamp duty, shall convey to the Company the Broxburn Railway, and all their undertaking, lands, works, buildings, property, and effects, subject to all contracts, obligations, debts, and liabilities affecting the same respectively; but as between the Company and the Broxburn Railway Company, the Company shall be entitled to be indemnified out of the said purchase money or otherwise against all the said contracts, obligations, debts, and liabilities, and the Broxburn Railway Company shall also pay over to the Company the gross revenue accruing to them from the fifteenth day of May one thousand eight hundred and seventy-two to the day when the Company shall formally assume the working of the Broxburn Railway, after deducting fifty per centum of the amount thereof for working expenses, and the Company shall also pay the whole expenses of every description connected with the negotiations and agreement under which the said Broxburn Railway Company's undertaking is to be sold to the Company, and the whole expenses connected with the conveyance of the said Broxburn Railway, and the costs of winding up the said Company, and everything connected therewith.

Broxburn
Railway
Company
to wind up
their affairs.

41. Forthwith after the execution of the conveyance the Broxburn Railway Company shall proceed to wind up their affairs, and in order thereto shall, subject to the payment, satisfaction, and discharge of all their contracts, obligations, debts, and liabilities, pay their net moneys to and among the several persons who shall then be or entitled to be the registered shareholders of the Broxburn Railway Company in proportion to their respective shares of such capital, or their respective executors, administrators, successors, or assigns.

42. Provided that where the Broxburn Railway Company are for twelve months after the period for the distribution of their net moneys unable, after diligent inquiry, to ascertain the person to whom any part thereof ought to be paid, or where any part thereof is payable to a person who cannot give an effectual receipt for the same, the said Company may pay the same into the Court of Exchequer in Scotland under any Act for the time being in force for the relief of trustees.

A.D. 1873.
Payments
into court
by Broxburn
Railway
Company.

43. The Broxburn Railway Company, when their affairs are wound up, shall be and are hereby dissolved.

Dissolution
of Broxburn
Railway
Company.

44. After the conveyance of the Broxburn Railway to the Company, the Company may borrow on mortgage of their undertaking the said sum of two thousand six hundred pounds which the Broxburn Railway Company are authorised to borrow on mortgage of their undertaking.

As to mort-
gaging
power of
Broxburn
Railway
Company.

45. The Broxburn Railway and the railways of the Company shall for the purposes of tolls and charges be considered as one railway; and in lieu of the tolls and charges authorised to be taken by "The Broxburn Railway Act, 1867," the Company may demand and take in respect of the said railway such tolls and charges as they think fit, not exceeding the rates of tolls and charges authorised to be taken on the Border Union line of the North British Railway under "The Border Union (North British) Railway 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."

Tolls on
traffic con-
veyed partly
on the Brox-
burn Railway
and partly
on the rail-
ways of the
Company.

46. The undertaking of the Milngavie Company, subject to the contracts, obligations, debts, and liabilities of that company, shall be amalgamated with and form part of the undertaking of the Company, subject nevertheless to the provisions of this Act; and such amalgamation shall take effect on and from the first day of August one thousand eight hundred and seventy-three.

Milngavie
Railway
amalgamated
with North
British.

47. The Milngavie Company shall be entitled to all their revenues up to and inclusive of the thirty-first day of July one thousand eight hundred and seventy-three, and shall discharge and relieve the Company of all their contracts, obligations, debts, and liabilities which shall have accrued up to the date of the amalgamation, and are not by this Act made payable by the Company, and on the date of the amalgamation the Milngavie Company shall be dissolved.

Milngavie
Company to
receive
revenue and
pay certain
debts up to
the date of
the amalga-
mation.

A.D. 1873.

Shares in the
Milngavie
Company to
become
North
British ordi-
nary stock.

48. The shares of the Milngavie Company, amounting to the sum of eighteen thousand seven hundred and twenty pounds, shall, on and from the date of the amalgamation, become North British ordinary stock of the same amount, and such stock shall belong to and vest in the persons entitled to the said shares, upon and subject to the same trusts, powers, rights, charges, and liabilities as the shares in respect of which they are respectively entitled to such stock, and so as to give effect to and not revoke any will or testamentary instrument disposing of or affecting such shares.

As to un-
secured debts
of Milngavie
Company.

49. The Company shall pay the unsecured debts of the Milngavie Company due at the time of the amalgamation, and shall free and relieve the Milngavie Company from all liability in respect of such debts to an amount not exceeding nine thousand and fifteen pounds, and if such debts shall exceed that sum the Company shall be entitled to deduct the amount by which such debts shall exceed that sum from the dividends from time to time payable upon the stock representing the shares in the Milngavie Company.

As to mort-
gages of the
Milngavie
Company.

50. All mortgages of the Milngavie Company existing at the time of the amalgamation, amounting to the sum of nine thousand eight hundred and thirty pounds, shall, during the continuance thereof, be charges upon the railway and works comprised in the undertaking of that company, but the Company shall be liable for all interest which shall accrue thereon after the amalgamation, and as such mortgages fall due they shall be paid off or may be renewed by the Company, and all such renewed mortgages shall be charges upon the undertaking of the Company, and the Company may raise, by mortgage of their undertaking, or by the creation of stock as herein-after provided, all such sums as they may require for paying off mortgages falling due as aforesaid; provided that the aggregate borrowing powers of the Company and the Milngavie Company be in no case exceeded.

Saving feu
duty of eight
pounds ten
shillings.

51. Nothing in this Act contained shall be held to prejudice or affect the feu duty of eight pounds ten shillings per annum due by the Milngavie Company to William McAllister Douglas, Esquire, of Burnbrae, or the security thereof; but after the amalgamation the same shall be paid by the Company instead of by the Milngavie Company.

Power to
raise Miln-
gavie unpaid
capital and

52. The unpaid capital of the Milngavie Company, amounting to the sum of eleven thousand two hundred and eighty pounds, and the ten thousand pounds which the Milngavie Company were

authorised to borrow on mortgage, making together the sum of twenty-one thousand two hundred and eighty pounds, may be raised (if the Company think fit) by a separate class of preference stock, in this Act called "Milngavie lien stock," entitled to preferential dividend not exceeding the rate of five pounds per centum per annum; and the Company may create the whole of such stock, and may issue eleven thousand four hundred and fifty pounds thereof at any time after the passing of this Act, and the remaining nine thousand eight hundred and thirty pounds may be issued in such amounts and at such times as the same may be required for paying off mortgages of the Milngavie Company falling due, or buying up any such mortgages before they become due.

A.D. 1873.
—
borrowing
power by
Milngavie
lien stock.

53. The proprietors of the Milngavie lien stock, if the Company so determine at the time of the creation of such stock, shall, over and in the railway and works comprised in the undertaking of the Milngavie Company (which railway and works are hereinafter called "the Milngavie undertaking"), have a statutory lien or security for the payment of the preferential dividends due to them on the said stock, declaring always that the said lien or right in security shall be rendered available in the manner hereinafter mentioned.

Holders of
Milngavie
lien stock
to have lien
on Miln-
gavie under-
taking.

54. The Milngavie Railway and the railways of the Company shall for the purposes of tolls and charges be considered as one railway; and in lieu of the tolls and charges authorised to be taken by "The Glasgow and Milngavie Railway Act, 1861," the Company may demand and take in respect of the said railway such tolls and charges as they think fit, not exceeding the rates of tolls and charges authorised to be taken on the Border Union line of the North British Railway under "The Border Union (North British Railway) 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."

Tolls on
traffic con-
veyed partly
on the Miln-
gavie Rail-
way and
partly on the
railways of
the Com-
pany.

55. The Company may, subject to the provisions of Part II. of "The Companies Clauses Act, 1863," raise, by the issue at their option of ordinary shares or stock, or new preference shares or stock, or wholly or partially by one or more of those modes respectively, any additional capital not exceeding in the whole the amount following; (that is to say,) with respect to loans to the town council of Burntisland the sum of fifty thousand pounds, and with respect to the enlargement of the College station at Glasgow, including the purchase of lands and buildings for that purpose, the sum of one hundred and fifty thousand pounds, and with respect to the other works by this Act authorised the sum of two hundred and ten thousand pounds.

Power for
Company
to raise
capital by
shares or
stock.

A.D. 1873.

Shares or
stock to form
part of
Company's
general
capital.
One fifth
part of the
shares to be
paid on
issue.
Calls.

56. 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.

57. It shall not be lawful for the Company to issue any share to be created under the powers of this Act, nor shall any such share vest in the person accepting the same, unless and until a sum not being less than one fifth part of the amount of such share shall have been paid up in respect thereof.

58. Twenty per centum on the amount of any share shall be the largest amount of any call which may be made thereon, and there shall be an interval of not less than three months between any two successive calls, and the Company shall not call up more than three fourths of a share in any year.

Power to
borrow on
mortgage.

59. The Company, in addition to any sums which they are authorised to borrow under other Acts of Parliament, may from time to time borrow on mortgage, as herein-after mentioned, any sums not exceeding in the whole seventy thousand pounds; (that is to say,) when one hundred and fifty thousand pounds of the new capital by this Act authorised to be raised has been issued and accepted, and one half thereof is paid up and certified as herein-after mentioned, they may borrow on mortgage any sums not exceeding fifty thousand pounds, and when the remaining sixty thousand pounds of the said new capital has been subscribed for, issued, and accepted, and one half thereof is paid up and certified as herein-after mentioned, they may borrow on mortgage the remaining twenty thousand pounds of the said sum of seventy thousand pounds, but no such borrowing powers shall be exercised by the Company until they shall prove 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 all the additional capital in respect whereof the borrowing powers are in each case sought to be exercised has been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share or the whole amount in the case of stock has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proofs aforesaid have been given, which certificate shall be sufficient evidence thereof.

60. The provisions of "The North British Railway Act, 1872," authorising the appointment of a receiver or judicial factor for principal or interest moneys due upon any mortgages of the Company are hereby repealed, but subject and without prejudice to any appointment of a receiver or judicial factor, or proceedings taken under or by virtue of such provisions, and in force or pending at the time of the passing of this Act.

A.D. 1873.
Provisions of Act of 1872 as to appointment of a receiver or judicial factor repealed.

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

Arrears may be enforced by appointment of a receiver or judicial factor.

62. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, 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; but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Saving priority of existing mortgages.

63. The Company may, subject to the provisions of Part III. of "The Companies Clauses Act, 1863," create and issue debenture stock.

Debenture stock.

64. All moneys raised under this Act, whether by shares or stock, or debenture stock, or borrowing, shall be applied for the purposes of this Act only.

Application of money raised under Act.

65. Instead of raising the sum of fifty thousand pounds by this Act authorised to be advanced on loan to the town council of Burntisland by the creation of shares or stock, the Company may, if they think fit, raise the said sum by mortgage of the harbour and dock revenues to be paid to them under the fifth article of the agreement set forth in the schedule to this Act, and shall apply the surplus of such revenues which shall remain after payment of the interest upon the said mortgages in reduction pro tanto of the principal moneys secured thereby, and may from time to time, until the said mortgages are paid off, invest, as they think fit, the whole or any portion of such surplus which shall not be immediately required for the payment of any such principal moneys, and shall from time to time apply the sums so invested, and the interest thereof, in payment of

Power to raise the 50,000*l.* loan to Burntisland town council by mortgage of the harbour revenues.

A.D 1873. — the said mortgages, and when the said mortgages have been paid off shall transfer or dispose of the sums so invested which have not been applied in manner aforesaid to the said town council, or as they shall direct, to be by them applied to the purposes of the harbour.

Application of Companies Clauses Consolidation Act with respect to borrowing on mortgage.

66. The provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the borrowing of money by the Company on mortgage, shall be applicable to the borrowing on mortgage of the said sum of fifty thousand pounds; but in construing such provisions the expression "the undertaking and the future calls of the shareholders" shall mean the harbour and dock revenues payable to the Company under the fifth article of the said agreement, and it shall not be lawful for the Company to re-borrow any part of the said sum of fifty thousand pounds which shall have been repaid out of the surplus of such revenues.

For appointment of a receiver or judicial factor.

67. The mortgagees of the Company under the two last preceding sections may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver or judicial factor. In order to authorise the appointment of a receiver or judicial factor in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver or judicial factor is made shall not be less than five thousand pounds in the whole.

Separate stock may be created for raising the 150,000*l.*

68. The said sum of one hundred and fifty thousand pounds, to be raised for the enlargement of the College station at Glasgow, or any part thereof, may, if the Company think fit, be raised by a separate class of preference stock, in this Act called "station lien stock," entitled to preferential dividends not extending the rate of five pounds per centum per annum, and the proprietors of such stock, if the Company so determine at the time of the creation of such stock, shall, over and in the College station and enlargement thereof under the powers of this Act, and the railways or parts of railways and works specified in the first article of the agreement set forth in Schedule (B.) to "The North British Railway (General Powers) Act, 1868," (which station and enlargement, railways, parts of railways, and works are in this Act referred to as "the Coatbridge undertaking,") have a statutory lien or security for the payment of the preferential dividends due to them on the said stock, declaring always that the said lien or right in security shall be rendered available in the manner herein-after mentioned.

How lien to be made effectual.

69. It shall be lawful for any of the proprietors of lien stock under this Act to render effectual their lien or security in the event of any half year's dividend, or any part thereof, not having

been paid within four weeks after the day on which the same shall have become due, and that by the appointment, in manner hereinafter mentioned, of a judicial factor, upon the undertaking by this Act made subject to their lien. A.D. 1873.

70. The application for the appointment of such judicial factor shall be made by summary petition to the Court of Session, or in time of vacation to the Lord Ordinary on the Bills, in name of the proprietor or proprietors to whom the said preferential dividend ought to have been paid, and the Court of Session or the Lord Ordinary on the Bills, as the case may be, is hereby authorised and required on such application being made to appoint some person as judicial factor to the effect and with the powers hereinafter mentioned, and a certified copy of the interlocutor making such appointment shall be a sufficient warrant for the judicial factor thereby appointed entering upon his office. Mode of appointment of judicial factor.

71. The person appointed judicial factor with respect to arrears of dividends upon lien stock created under the powers of this Act shall be entitled to receive the whole or a competent part of the tolls or sums liable to the payment of the preferential dividends on the lien stock in arrear until such preferential dividends, and any preferential dividends which may subsequently become due during the continuance of the judicial factory, together with all costs, including the charges for receiving the tolls or sums aforesaid, be fully paid; and all such tolls and sums of money as aforesaid shall be paid to and received by or to the use of the parties to whom any interest upon mortgages upon the same undertaking, or to whom any preferential dividend on the same undertaking, shall be then due, and shall not be liable in the hands of the judicial factor to any other debts or obligations of the Company; and after such interests and preferential dividends and costs as aforesaid have been so received the power of such judicial factor shall cease, and he shall be bound to account to the Company for his intromissions on the sums received by him, and to pay over to their treasurer any balance that may be in his hands. Powers of judicial factor.

72. It shall not be lawful for the Company to prejudice the lien or security hereby created by the exaction of a lower rate of tolls on the Milngavie undertaking, or, as the case may be, on the Coatbridge undertaking, than may be charged for the time on the Edinburgh and Glasgow line of the North British Railway, or by removing or withdrawing without reasonable cause the locomotive engines, carriages, waggons, or other plant usually employed upon the Milngavie undertaking or the Coatbridge undertaking, and it shall be competent for the Court of Session and Lord Ordinary on Provision against prejudicing lien.

A.D. 1873. the Bills respectively, and they are hereby required from time to time to confer such special powers on any judicial factor upon the Milngavie undertaking or the Coatbridge undertaking, as may be necessary to render this provision effectual.

Judicial factor may require separate accounts of revenue to be kept.

73. In the event of a judicial factor being appointed as aforesaid with respect to arrears of dividends upon lien stock created under the powers of this Act, it shall be lawful for him to require the directors of the Company to keep, and upon the said requisition being made the directors of the Company shall keep, during the continuance of the judicial factory, at the expense and in the books of the Company, separate detailed accounts of the gross revenues drawn from week to week from the undertaking with respect to which the judicial factor is appointed; and the judicial factor shall have right of access to the said books, and to all states, invoices, and accounts of traffic, for the purpose of checking the accuracy of the said detailed accounts of gross revenue.

Judicial factor may require separate accounts of working expenses to be kept.

74. The directors of the Company shall also, in the event and during the period aforesaid, and upon being required as aforesaid, keep in the books of the Company and at their expense separate detailed accounts of the working expenses incurred during each half year upon the undertaking with respect to which the judicial factor is appointed, and any judicial factor upon that undertaking shall be entitled at all times to examine and check as aforesaid the accounts of gross revenue, as also the accounts of working expenses, and all vouchers and entries connected therewith, and to enforce in the most summary way compliance with the aforesaid provisions for keeping accounts of revenue and working expenses as aforesaid.

Statutory lien or security not to be a charge on land.

75. Every statutory lien or security under this Act shall be without prejudice to the rights of the mortgagees of the Company, and no such lien or security shall be a charge upon land, or confer upon the parties entitled thereto any right or power to enforce payment of interest or dividends in arrear otherwise than through the appointment of a judicial factor as by this Act prescribed.

Extending to lien stocks under this Act provisions of General Powers Act, 1870, as to consolidation of lien stocks.

76. And whereas by "The North British Railway (General Powers) Act, 1870," provisions are enacted for facilitating the consolidation of the several classes of lien stock therein named: Be it enacted, that such provisions shall extend and be applicable to all Milngavie lien stock and station lien stock which may be created under the powers of this Act in like manner in all respects as if those provisions had specifically referred and applied to such Milngavie lien stock and Coatbridge lien stock, as well as to the said several classes of lien stocks therein named.

77. Nothing contained in this Act shall authorise the said Company to take, use, or in any manner interfere with any portion of the shore or bed of the sea, or of any river, channel, creek, bay, or estuary, or any right in respect thereof, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give); neither shall anything in this Act contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in, or enjoyed, or exerciseable by the Queen's Majesty, her heirs or successors.

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Saving rights of the Crown in the foreshore.

78. Whereas all lands to the seaward of the lands by this Act authorised to be embanked or reclaimed now are below the line of ordinary high-water mark: Therefore if any land to the seaward of the lands by this Act authorised to be embanked or reclaimed shall at any time after the execution of any works under the authority of this Act become raised in height or reclaimed, whether gradually or imperceptibly or otherwise, so as to be above instead of below such line of ordinary high-water mark, the Company shall not by virtue of the ownership of any lands which they are by this Act empowered to reclaim have any estate, right, or interest in or to the lands so raised in height or reclaimed by reason that such raising or reclamation has been gradual or imperceptible, or has been either wholly or partially caused by the works by this Act authorised, or otherwise, but the right and title to the soil and freehold of such land when so raised or reclaimed shall continue vested in the Queen's Majesty, or such other corporation or person or persons as is or are at the time of the passing of this Act entitled to the same, and as if the same had continued as the same now is subject to the flow and reflow of the ordinary tides.

Saving of rights as to future accretions.

79. Nothing contained in this Act, or to be done under the authority thereof, shall in any manner affect the title to any of the subjects, or any rights, powers, or authorities mentioned or reserved by sections twenty, twenty-one, and twenty-two of "The Crown Lands Act, 1866."

Saving rights under Crown Lands Act.

80. The Company shall not, out of any money by this or any other Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall 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.

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Deposits
for future
Bills not to
be paid out
of capital.

81. The Company shall not, out of any money by this or any other Act authorised to be raised, pay or deposit any sum which, by 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 authorising the Company to construct any other railway, or to execute any other work or undertaking.

Railways
not exempt
from pro-
visions of
present and
future
general Acts.

82. Nothing in this Act contained shall exempt the railways by this Act authorised 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 authorised by this Act.

Expenses of
Act.

83. 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.

SCHEDULE referred to in the foregoing Act.

AGREEMENT between the Magistrates and Council of the Royal Burgh of Burntisland of the first part, and the North British Railway Company of the second part.

WHEREAS a provisional order has been made by the Board of Trade, intituled "Order for improving and maintaining the Harbour of Burntisland in the county of Fife, and for constructing a dock and other works in connexion therewith," and confirmed by "The Pier and Harbour Orders Confirmation Act, 1870 (No. 3.)," whereby the magistrates and council of the royal burgh of Burntisland (herein-after called "the town council") are authorised to construct a wet dock and other works and to improve the harbour of Burntisland (herein-after called "the harbour"): And whereas agreements have been entered into and are subsisting between the town council and the North British Railway Company (herein-after called "the Company") with respect to the composition payable by the Company for or in lieu of shore dues and customs leviable by the town council on goods, animals, coals, matters, and things shipped and landed by or for the Company at the harbour or within the limits thereof, or carried by or from their railway across the Granton and Burntisland Ferry and within or through the burgh of Burntisland: And whereas the town council and the Company are authorised by the said order from time to time to enter into agreements with respect to the construction of the intended wet dock, and the deepening, enlargement, and improvement of the harbour, the tolls, rates, and charges on traffic passing over the North British Railway, or any part thereof, to or from the harbour, the rates chargeable at the harbour, or in respect of burgh or other dues and customs on payments to be made by the Company in lieu of such rates, dues, and customs, and the accommodation to be given to the Company at the harbour, and any other matters relating to the purposes of the said order: And whereas the Company are deeply interested in the improvements of the harbour and the construction of the dock being carried out, and are willing to enter into an agreement with the town council to make the advances herein-after provided in order to accomplish these objects: And whereas large claims are made on the termination of the existing agreements in December eighteen hundred and seventy-two by the town council upon the Railway Company for harbour dues and burgh customs and other rates, which claims are disputed by the Company and litigation in regard thereto is now going

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on; and it is therefore necessary to alter the agreement made between the parties upon the fourth and twenty-eighth October eighteen hundred and seventy, and it is expedient for a compromise and settlement of these claims and for putting an end to the depending litigation to enter into the agreement under written: Therefore the parties hereto covenant and agree and bind and oblige themselves as follows; viz.,

First. The wet dock and other works authorised by the said provisional order shall be constructed according to the plans which have been approved by the Board of Trade and are signed by the parties of the dates of their respective subscriptions hereto as relative hereto, and it is agreed that all other works to be executed, including rails, turntables, and cranes for the traffic of the harbour and dock shall be arranged and agreed on between the town council and the Company, and that during the progress of the works and till they are completed accounts of expenditure shall be rendered monthly to the Company, and if the parties differ on any branches or items of expenditure for works, or otherwise, any questions in regard thereto shall be and are hereby referred to the sheriff of the county of Fife, whose decision shall be final. The houses, workshops, and sheds in Dock Street and its neighbourhood belonging to the Company shall be taken down and the old dry dock filled up to form proper accesses from the railway to the harbour and dock. The works hereby agreed on shall be proceeded with immediately upon this agreement being executed, and they shall be carried on continuously, and shall be completed without any delay. Mr. Thomas Meik, on behalf of the town council, and Mr. Thomas Bouch, on behalf of the Company, shall be the joint engineers of the works, and as such shall certify all expenditure in connexion therewith.

Second. The Company shall have accommodation in the tidal harbour as heretofore for their steamers and other vessels used or employed in connexion with the Granton and Burntisland Ferry, or coming into said harbour for repair; and such steamers and other vessels, and all railway materials for the use of the Company imported and exported at the harbour, and all old materials belonging to the Company and exported by them or sold by them for export, shall be exempted from rates.

Third. If any question or difference shall arise between the town council and the Company as to the accommodation to be given to the Company at the harbour, or the working, shipping; or landing of their traffic at the harbour, or as to the meaning and intention of this agreement, or as to any point arising under it, the same shall be and are hereby referred to an arbitrator to be appointed from time to time by the parties hereto, or, failing agreement between them, by an arbitrator to be appointed from time to time by the Board of Trade on the application of either of the parties hereto; and such arbitrator shall have power to make such regulations as he thinks fit with respect to the matters referred to him, and his decision shall be final, and both parties shall be bound to carry into effect all decisions and regulations made by him.

Fourth. As the improvement of the harbour of Burntisland and the construction of the wet dock will not only develop the commerce and trade of the district and afford accommodation and shelter to ships frequenting or taking refuge in

the Firth of Forth, but will also tend to increase largely the traffic by the railway, the Company, in consideration thereof and of the other arrangements herein contained, agree with the town council that the Company will advance and lend to the town council from time to time as the said works proceed, on certificates by the engineers that so much of the works have been executed, and that the sum mentioned in each such certificate should then be paid by the Company, sums not exceeding in the aggregate fifty thousand pounds for the construction of the dock and other works, for which the town council shall grant mortgages in the statutory form over the harbour and dock and revenues thereof, bearing interest at the rate of five per cent. per annum until repaid, and the Company shall have no claim for repayment of the principal sums so advanced, or for the debt to be assumed in terms of article five hereof, or interest thereon against the town council, or any funds or property belonging to them other than the harbour and dock and revenues thereof; but the Company shall in no event be entitled under such mortgages or under any other mortgages or documents of debt to be held by the Company for the purposes of or in terms of this agreement to forfeit the right of the town council to the said harbour and dock, nor to attach by adjudication or otherwise, or to dispose of and realise the same by any legal process in respect of their default of payment of either the principal of the said advances or interest thereon. The value of said houses, workshops, and sheds, and of any other property to be taken from the Company for accesses to the wet dock, or for any other purpose relating thereto, shall be immediately fixed by agreement between the parties or by arbiters to be appointed under the provisions of the Lands Clauses Act, and shall be held to form part of the advances to be made by the Company, and when the Company's advances, with interest, are repaid, such properties shall form part of the harbour works belonging to the town council; but if the said advance of fifty thousand pounds is insufficient to defray the cost of the said harbour works, together with the whole price of the said houses, sheds, and other property so to be taken from the said Company, the town council shall grant to the Company like mortgages for the amount of the said price, with interest at five per cent. from the date of possession (or for such part thereof as may not have been defrayed out of the said fifty thousand pounds).

Fifth. The Company shall, as at Martinmas eighteen hundred and seventy-two, assume and relieve the town council of the harbour debt as then existing, but not exceeding ten thousand pounds, and shall pay to the holders for the time of the securities for the said debt the interest thereon from and after the eleventh day of November eighteen hundred and seventy-two, and so long as the principal sum or any part thereof shall remain unpaid to the holders of the said securities, and the Company shall also pay the principal sums, or any part thereof, if and when required by the holders of the said securities, or any of them; and the said debt so to be assumed and paid by the Company shall, with interest thereon at five per cent. per annum till repaid, continue to be a charge on the rates and revenues of the harbour and dock. The revenues of the harbour and dock, after defraying the expenses and charges specified in subsections first and second of section thirty-seven of the provisional order, and after the sum of three hundred pounds per annum in lieu of the sum of five

A.D. 1873. — hundred pounds per annum specified in sub-section four and in section thirty-eight of the provisional order, in each year from eleventh November eighteen hundred and seventy-two till eleventh November eighteen hundred and eighty, is paid to or retained by the town council for municipal purposes, and after all expenses which may be incurred by the town council in relation to this agreement, or to the existing debt or to the mortgages to be granted to the Company for their advances, and any other expenses which may be incurred by the town council in carrying out the arrangements contained in this agreement, as the same shall be agreed on between the town council and the Company, or, failing agreement, as the same shall be fixed by the arbiter acting under the third article hereof, or paid to or retained by them, shall, till the said eleventh day of November eighteen hundred and eighty, be paid to the Company at the terms of Whitsunday and Martinmas in each year, to be applied by them in payment of the interest arising on the said advances under articles fourth, fifth, and eighth hereof (but without charging compound interest), and after paying said interest in reduction pro tanto from time to time of the principal sums so advanced. The difference of two hundred pounds per annum between the foresaid annuity of five hundred pounds and three hundred pounds, for each year from Martinmas eighteen hundred and seventy-two till Martinmas eighteen hundred and eighty, shall be postponed till all the Company's advances are repaid with interest, and when the same are repaid, the council shall be entitled, in so far as the Company are concerned, to payment of these postponed sums of two hundred pounds a year for the foresaid period, with interest at five per cent. from the harbour funds, to be applied by them for municipal purposes. From and after the said eleventh November eighteen hundred and eighty, the whole balance of the said revenues, after defraying the said expenses and charges as above provided, shall be paid to the Company, to be applied by them as above provided, and from and after the last-mentioned date the Company shall pay, as they hereby bind and oblige themselves to pay, from their own funds to the town council for municipal purposes the sum of two hundred pounds per annum in equal moieties at Whitsunday and Martinmas in each year, as a composition for all claims for burgh customs upon goods, animals, matters, and things entering within the limits of the burgh, or passing through the burgh or the boundaries thereof, or exported therefrom, in or upon the railway, or any future railway, which may be owned, worked, or leased by the Company, or carried by the Company over or across the ferry; and the Company, in consideration of that composition shall, from and after eleventh November eighteen hundred and seventy-two, be exempt from all burgh customs, shore dues, and other claims by the burgh in respect of their railway and ferry traffic, but without prejudice to the right of the town council to levy harbour rates and shore dues at the said harbour, docks, and works thereof (other than the ferry, piers, jetties, and slips of the Company) on all goods, animals, matters, and things exported and imported thereat.

Sixth. The Company shall hereafter be entitled to suggest to the town council such arrangements as to the management and working of the harbour and dock, and the rates to be levied under the provisional order, as they may deem most

suited to promote the mutual interests of the harbour and dock, and of the railway, and the council shall give such suggestions as the Company may make full and due consideration; and in the event of the council declining to give effect to such suggestions, or of any difference of opinion arising between the council and the Company in regard to giving effect to such suggestions, such differences shall be and are hereby referred to the Board of Trade, or to an arbitrator to be appointed by the Board, whose decision thereon shall be final; and so long as the Company shall have advanced money under articles four, five, or eight of this agreement, the rates authorised by the said provisional order shall not be altered, except with the consent of the Company.

Seventh. The Company shall not charge for the conveyance of goods and minerals from existing works or collieries on their railways to or from any existing port on the Firth of Forth and county of Fife, other than the harbour of Burntisland, any lower rates than the rates at present charged for the conveyance of such traffic on their railways to or from such ports, and the Company shall not, without the consent of the town council, charge for the conveyance of goods and minerals on their railways to or from the harbour of Burntisland any higher rates than the rates at present charged for the conveyance of such traffic on their railways to or from the said harbour, unless the rates to or from such (ports) other ports in the Firth of Forth are increased in proportion, and the stipulations in this article shall remain in force so long as the Company shall have advanced money under articles fourth, fifth, or eighth hereof.

Eighth. In the event of the works authorised by the provisional order and by this agreement not being completed out of the said loan of (50,000*l.*) fifty thousand pounds, and of the Company making a further advance for completing the same, which they may do if they see fit, they shall be entitled to repayment of the same, and interest thereon at five per cent. per annum, out of the harbour and dock revenues accruing to them under article fifth hereof.

Ninth. The harbour and dock shall be placed under the charge of a harbour-master to be appointed by the town council on the nomination of the Company, and in the event of the town council objecting, on grounds to be stated in writing, to any person so nominated by the Company, such objections shall be and are hereby referred to the Board of Trade, or to an arbitrator to be appointed by that Board, and in the event of that Board or of such arbitrator sustaining the objections, the Company shall make another nomination on the same footing. The continuance in office of such harbour-master shall be subject to the approval of the Company.

Tenth. The Company will use their influence and all means in their power to encourage and promote the formation of a line of railway from Burntisland to a point on their Thornton branch at or near Cowdenbeath or Crossgates, if parties locally interested shall take steps to form a company for that purpose, and also to encourage and promote the formation of such a company; and if such a line of railway shall be constructed, the company will maintain and work the same, and supply the necessary plant at fifty per cent. of the gross receipts of the line. The course (of) and direction of the line shall be approved by the Company, who shall have the option to acquire it at actual

A.D. 1873. cost, plus a premium of ten pounds per centum on the stock, and on assuming the mortgage debt of such company.

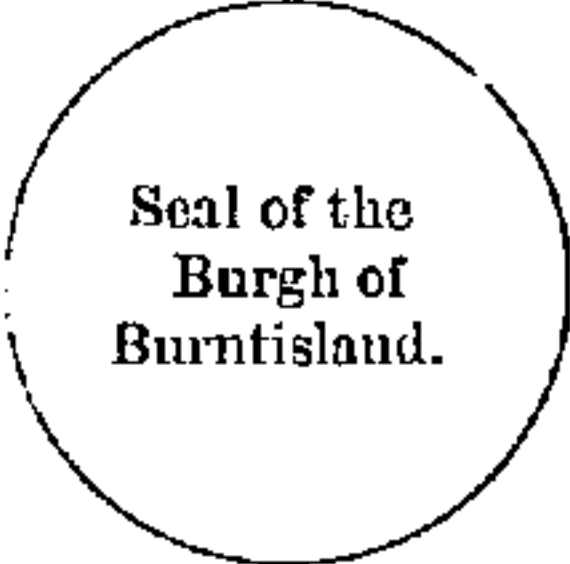
Eleventh. In consideration of the said advances herein agreed to being made by the Company to the town council for the execution of the said dock and other works as above provided, and also of the other arrangements herein contained, it is agreed that; (first) the agreement between the town council and the Railway Company, dated fourth and sixth November eighteen hundred and forty-eight, and recorded in the books of council and session twenty-third September eighteen hundred and fifty-two, and the agreement dated second and fourth July eighteen hundred and fifty-six, and the agreement dated thirtieth November eighteen hundred and seventy, shall, as from and after eleventh November eighteen hundred and seventy-two, be cancelled and annulled; (second) the traffic carried by the Company across the Granton and Burntisland Ferry, and the traffic carried by the Company by or over their existing railway, or by or over any future railway which may be owned, leased, or worked by them through the burgh of Burntisland, and not shipped or landed at the harbour, shall be exempted from the rates leviable under the said provisional order, and from shore dues, and all traffic whatever passing by or over the said railway or railways, or carried by the Company across the ferry, shall be exempted from burgh or petty customs; but, except as herein otherwise provided, this exemption, so far as regards the rates leviable under the said provisional order, shall not extend to or include any traffic other than and except the proper traffic of the Company on or over the said railways and ferry; and (third) the action now pending at the instance of the town council before Lord Ormidale (Ordinary), the summons in which was signeted on twenty-seventh June eighteen hundred and seventy-two, shall be withdrawn or dismissed of consent, no expenses being found due to either party, and both parties consent to the registration hereof for preservation. In witness whereof these presents, written on this and the seven preceding pages by Andrew Drysdale Macfarlane, clerk to Messrs. Morton, Neilson, and Smart, law agents and conveyancers in Edinburgh, are subscribed in duplicate by the parties hereto, as follows; videlicet, by George Robertson, Esquire, writer to the signet, and George Harrison, Esquire, merchant, both in Edinburgh, two of the directors, and by John Walker, secretary, for and on behalf of and as duly authorised by the said the North British Railway Company, and sealed with the corporate seal of the said Company, all at Edinburgh on the sixteenth day of September in the year eighteen hundred and seventy-two, before these witnesses, James Morrison Molle and James Anderson, both clerks in the head office in Edinburgh of the said Railway Company, and by David Jackson, provost of the said burgh of Burntisland, Messrs. Thomas Strachan and William Robertson, bailies, James Robertson, dean of guild, David Low, William Henry Forbes, Andrew Fyall, David Webster, John Connel, and Robert Orrock, councillors, being a majority and quorum of the said magistrates and town council in council assembled on the affairs of the burgh, the seal of the burgh being likewise affixed, all at Burntisland on the eighteenth day of said month of September in the year last mentioned, before these witnesses, Thomas Alexander Wallace, town clerk, Burntisland, and Daniel McFeely, town officer there, declaring that the word "town" was interlined

between the words "the" and "council" on the twelfth line counting from the top of page first, and that the word "existing" on the thirty-ninth line counting from the top of page fifth, and the word "interest" on the second line counting from the top of this page, were delete all before subscription.

A.D. 1873.
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THOMAS A. WALLACE, witness.
DANIEL McFEELY, witness.

DAVID JACKSON, P.
THOS. STRACHAN, B.
WILLIAM ROBERTSON, B.
JAMES ROBERTSON, D.G.
DAVID LOW.
WILLIAM H. FORBES.
ANDREW FYALL.
DAVID WEBSTER.
JOHN CONNEL, Councillor.
ROBERT ORROCK.



Seal of the
Burgh of
Burntisland.

J. M. MOLLE, witness.
J. ANDERSON, witness.

GEO. ROBERTSON, Director.
GEO. HARRISON, Director.
J. WALKER, Secretary.



Seal of the
North British
Railway
Company.