



CHAPTER cxciv.

An Act to authorise the construction of the Edinburgh Suburban and Southside Junction Railway; and for other purposes. A.D. 1880.
[26th August 1880.]

WHEREAS the railways herein-after described and by this Act authorised would be of local and public advantage:

And whereas the persons herein-after named, with others, are willing to construct such railways, and it is expedient that they should be incorporated into a company, and that the powers herein-after contained should be conferred on them for the purpose of carrying the undertaking into execution:

And whereas it is expedient that the Company herein-after incorporated and the North British Railway Company should be empowered to enter into and carry into effect working and other agreements as herein-after provided:

And whereas plans and sections, showing the lines and levels of the railways authorised by this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required, or which may be taken for the purposes or under the powers of this Act, were duly deposited with the principal sheriff clerks of the county, and of the county of the city of Edinburgh, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

And whereas the purposes of this Act 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 Commons, in this present Parliament assembled, and by the authority of the same, as follows:

[Ch. cxciv.] *Edinburgh Suburban and Southside Junction Railway Act, 1880.* [43 & 44 VICT.]

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Short title.

Incorporation of general Acts.

8 & 9 Vict.

c. 17.

26 & 27 Vict.

c. 118.

32 & 33 Vict.

c. 48.

8 & 9 Vict.

c. 18.

23 & 24 Vict.

c. 106.

8 & 9 Vict.

c. 33.

26 & 27 Vict.

c. 92.

Interpretation of terms.

Incorporation of Company.

Power to make railways.

1. This Act may be cited as the Edinburgh Suburban and Southside Junction Railway Act, 1880.

2. The Companies Clauses Consolidation (Scotland) Act, 1845, Part I. (relating to cancellation and surrender of shares), and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, as amended by the Companies Clauses Act, 1869, the Lands Clauses Consolidation (Scotland) Act, 1845, the Lands Clauses Consolidation Acts Amendment Act, 1860, the Railways Clauses Consolidation (Scotland) Act, 1845, and Part I. (relating to construction of a railway), and Part III. (relating to working agreements) of the Railways Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the Company" means the Company incorporated by this Act; and the expressions "the railways" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised.

4. Sir James Falshaw, Baronet, John McLaren, and John Weir, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and are hereby united into a company for the purpose of making and maintaining the railways, and for the other purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "The Edinburgh Suburban and Southside Junction Railway Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

5. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways herein-after described, with all proper stations, junctions, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose. The railways herein-before referred to and authorised by this Act will be situated in the county of Edinburgh,

and in the county of the city of Edinburgh, or one of them, and are :— A.D. 1880.

First. A railway (No. 1) six miles six furlongs eight chains and fifty links, or thereabouts, in length, commencing in the parish of St. Cuthbert's by a junction with the North British Railway (Edinburgh and Glasgow section) at a point on that section of railway at or near the bridge carrying the Granton and Leith branch of the Caledonian Railway over the said section of the North British Railway, and terminating in the parish of Duddingston by a junction with the North British Railway at a point on that railway two hundred yards, or thereabouts, measuring south-eastwards along the said railway from the west corner of the westmost booking office of the Portobello station of said North British Railway.

Second. A railway (No. 2) four furlongs one and a half chains, or thereabouts, in length, to be wholly situate in the parish of St. Cuthbert's, commencing by a junction with the North British Railway (Edinburgh and Glasgow section) at a point on that section of railway measuring along said railway one hundred and fifty yards, or thereabouts, west of the west end of the bridge carrying said section of railway over the water of Leith, and terminating by a junction with railway No. 1 hereby authorised at a point one hundred and eighty-five yards, or thereabouts, north-east of the north-east corner of Gorgie Public School.

Third. A railway (No. 3), one furlong eight chains and thirty links, or thereabouts, in length, to be wholly situate in the parish of Duddingston, commencing by a junction with railway No. 1, at a point three hundred and eighty-five yards, or thereabouts, measuring in a south-westerly direction from the west corner of the southmost abutment of the bridge carrying the public road from Portobello by Duddingston Mains Farm Steading to and joining the public road from Duddingston to Easter Duddingston over the North British Railway, and terminating by a junction with the said North British Railway at a point on that railway at or near to the said bridge over the said railway.

6. In constructing railway No. 1, by this Act authorised, it shall be lawful for the Company to deviate from the line delineated on the deposited plans between the points marked three miles three furlongs, and three miles seven furlongs on the said plans, to any extent within the limits of deviation marked upon the said Powers of lateral deviation.

A.D. 1880. — deposited plans, and elsewhere to any extent authorised by the Railways Clauses Consolidation (Scotland) Act, 1845.

Capital. 7. The capital of the Company shall be two hundred and twenty-five thousand pounds, in twenty-two thousand five hundred shares of ten pounds each.

Shares not to be issued until one-fifth paid. 8. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person or corporation accepting the same, unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls. 9. One fifth of the amount of a share shall be the greatest amount of a call; and two months at least shall be the interval between successive calls; and three fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt clause in case of persons not sui juris. 10. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate, or of his tutor, or curator or curator bonis, shall be a sufficient discharge to the Company.

Power to divide shares. 11. Subject to the provisions of this Act, the Company with the authority of three fourths of the votes of the shareholders present, in person or by proxy, at a general meeting of the Company, specially convened for the purpose, may from time to time divide any share in their capital into half shares, of which one shall be called "preferred half share" and the other shall be called "deferred half share;" but the Company shall not so divide any share under the authority of this Act, unless and until not less than sixty per centum upon such share has been paid up; and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred half share.

Dividends on half shares. 12. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following; (that is to say,) first, in payment of dividend after such rate, not exceeding six pounds per centum per annum, as shall be determined once for all at a general meeting of the Company, specially convened for the purpose, on the amount for the time being paid up on the preferred half share, and the remainder, if any, in payment of dividend on the deferred half share; and the

Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided. A.D. 1880.

13. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid, in priority to the deferred half share bearing the same number; but if in any year, ending the thirty-first day of December, there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year, no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company. Dividend on preferred shares to be paid out of the profits of the year only.

14. Forthwith, after the creation of any half shares, the same shall be registered by the directors, and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued, and the directors shall issue certificates of the half shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof; but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share be delivered to them to be cancelled, unless it be shown to their satisfaction that such certificate is destroyed or lost, and on any certificate being so delivered up the directors shall cancel it. Half shares to be registered and certificates issued.

15. The terms and conditions on which any preferred half share or deferred half share, created under this Act is issued, shall be stated on the certificate of each such half share. Terms of issue to be stated in certificates.

16. The provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, with respect to the forfeiture of shares for nonpayment of calls, shall apply to all preferred half shares created under the authority of this Act, and every such preferred half share shall for that purpose be considered an entire share, distinct from the corresponding deferred half share; and until any forfeited preferred half share shall be sold by the directors, all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof, and of the arrears of calls for the time being due thereon with interest. Forfeiture of preferred shares.

17. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company. Preferred shares not to be cancelled, &c.

18. The several half shares under this Act shall be half shares in the capital of the Company; and every two half shares (whether Half shares to be half

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shares in
capital.

preferred or deferred, or one of each) held by the same person, shall confer such right of voting at meetings of the Company, and (subject to the provisions herein-before contained) shall confer and have all such other rights, qualifications, privileges, liabilities, and incidents as attach and are incident to an entire share.

Power to
borrow on
mortgage.

19. The Company may from time to time borrow on mortgage any sum not exceeding in the whole seventy-five thousand pounds, but no part thereof shall be borrowed until the whole capital of two hundred and twenty-five thousand pounds is issued and accepted and one half thereof is paid up, and the Company have proved to the sheriff who is to certify under the forty-second section of the Companies Clauses Consolidation (Scotland) Act, 1845, before he so certifies, that the whole of such capital 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 in such capital 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 sheriff of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Appointment
of a judicial
factor.

20. 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 judicial factor. In order to authorise the appointment of a judicial factor in respect of arrears of principal, the amount owing to the mortgagees, by whom the application for a judicial factor is made, shall not be less than seven thousand pounds in the whole.

Debenture
stock.

21. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act, 1863, but notwithstanding anything therein contained, the interest of all debenture stock, at any time created and issued by the Company, shall rank *pari passu* with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application
of moneys.

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

23. The first ordinary meeting of the Company shall be held within three months after the passing of this Act; and the subsequent ordinary meetings of the Company shall be held twice in every year in the months of March or April and September or October, and all meetings of the Company, whether ordinary or extraordinary, shall be held in Edinburgh, or in such other place as the directors may from time to time appoint.

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First and subsequent ordinary meetings.

24. The quorum of every general meeting of the Company shall be ten shareholders present, personally or by proxy, holding in the aggregate not less than five thousand pounds in the capital of the Company.

Quorum of meetings.

25. The number of directors shall be three.

Number of directors.

26. The qualification of a director shall be the possession, in his own right, of not less than fifty shares.

Qualification of directors.

27. The quorum of a meeting of directors shall be two.

Quorum of directors.

28. Sir James Falshaw, John McLaren, and John Weir, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present, in person or by proxy, may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors or directors to supply the place of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election; and, at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present, in person or by proxy, shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of the Companies Clauses Consolidation (Scotland) Act, 1845; and the several persons elected at any such meeting, being neither removed nor disqualified, nor having died or resigned, shall continue to be directors until others are elected in their stead, in manner provided by the same Act.

First directors.

29. The domicile of the Company, with reference to all judicial proceedings, shall be held to be in Edinburgh.

Domicile of the Company.

30. 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, shall not exceed two acres.

Lands for extraordinary purposes.

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Power to take easements, &c. by agreement.

31. Persons empowered by the Lands Clauses Consolidation (Scotland) Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act, and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, servitude, right, or privilege, not being an easement of water required for the purposes of this Act, in, over, or affecting any such lands; and the provisions of the said Acts with respect to lands and rentcharges, ground annuals, or feu duties, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, servitudes, rights, and privileges as aforesaid respectively.

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

32. And whereas in the exercise by the Company of the powers of this Act it may happen that portions only of certain houses, buildings, or manufactories shown on the deposited plans will be sufficient for the purposes of the Company, and that such portions may be severed from the remainder of the said properties without material detriment thereto.

Therefore notwithstanding section 90 of the Lands Clauses Consolidation (Scotland) Act, 1845, the owners of and persons interested in the houses, buildings, or manufactories described in the First Schedule to this Act, and whereof parts only are required for the purposes of the Company, may (if such portions can in the judgment of the jury, arbiters, oversman, or other authority assessing or determining the compensation under that Act, be severed from the remainder of the said properties without material detriment thereto), be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compelled to purchase the whole or any greater portion thereof, the Company paying for the portions required by them, and making compensation for any damage sustained by the owners thereof, or other parties interested therein by severance or otherwise.

Period for compulsory purchase of lands.

33. 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.

Regulations as to interferences with works and lands of Caledonian Railway Company.

34. The Company shall construct the railways by this Act authorised, and shall exercise the other powers of this Act, so far as interfering with the lines of railway, works, and lands of the Caledonian Railway Company, in accordance with the following provisions, and not otherwise; that is to say,

(1.) The bridges for carrying the lines of railway of the Caledonian Railway Company over railway No. 1, at the several

places where that railway is to be carried under those lines, shall each be of a width not less than twenty-six feet, measured on the square, between the parapets; and if that company shall at any time resolve to lay down two additional lines of rails along any one or more of their said lines of railway where the same are carried by bridges over railway No. 1 as aforesaid, and shall require the Company to enlarge such bridge or bridges so that the same shall be of a width not less than fifty feet, measured on the square, between the parapets, the Company shall, within twelve months after such requisition, enlarge such bridge or bridges accordingly: Provided always, that if within six months after the Company shall have enlarged any of the said bridges under any such requisition by the Caledonian Railway Company, that company shall not have laid down the additional lines of rails for which such bridges respectively shall have been so enlarged, that company shall on demand pay to the Company the expense incurred by them in such enlargement, and the amount of such expense shall in case of difference be determined by arbitration in manner herein-after provided:

(2.) All of the said bridges, and all other works which may be constructed by the Company, so far as in any manner interfering with any lines, works, or lands belonging to the Caledonian Railway Company, shall be 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 under the superintendence and to the reasonable satisfaction in all respects of such engineer, and according to working plans, sections, and specifications to be submitted to and approved of by him previously to the commencement of the works affecting the property of the said Company; and all costs, charges, and expenses incurred to such engineer in relation to the matters aforesaid shall be paid by the Company:

(3.) All of the said bridges and other works 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 any of the lines or works, nor to cause any interruption, impediment, or inconvenience to the traffic of the Caledonian Railway Company; and if, in the construction, maintenance, or use of any of the said bridges or works of the Company, any injury be caused to

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any of the Caledonian Railway Company's lines 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 :

- (4.) The centre line of railway No. 1, where that railway passes through the lands numbered on the deposited plans 13, 15, and 16 in the parish of St. Cuthbert's (which lands, numbered 16, are now vested in trustees for behoof of the Caledonian Railway Company, and are sought to be vested in that company by an Act of the present session of Parliament) shall not be deviated to the south-westward of the centre line thereof shown on those plans; and the Company shall not take a greater quantity of the said lands numbered 16, or use a greater quantity of the said lands numbered 13 and 15, so far as situate on the south-western side of the said centre line, than is necessary for forming a double line of railway through the said lands, but shall take so much of the said lands numbered 16 as lies on the north-eastern side of the said double line, as well as the portion of those lands required for that line :
- (5.) The Company shall take under the powers of this Act, and shall simultaneously with entering upon or taking any part of the said lands numbered 16, whichever of these events shall first happen, execute and deliver, or procure to be executed and delivered, a valid and effectual conveyance, in favour of the Caledonian Railway Company, of so much of the said lands numbered 13 and 15 as lies to the south-westward of the said double line :
- (6.) The land to be conveyed to the Caledonian Railway Company in pursuance of the immediately preceding sub-section of this Act, and the portion of the said lands numbered 16 to be taken from that company as aforesaid shall be deemed equal in value for equal quantities; and the quantity of land, by which the land so to be conveyed to that company shall exceed or fall short of the land so to be taken from that company, shall be paid for by the Caledonian Railway Company to the Company, or by the Company to the Caledonian Railway Company, as the case may be, at such rate as shall be fixed by agreement between those companies, or (failing such agreement) by arbitration under the pro-

visions of the Lands Clauses Consolidation (Scotland) Act, A.D. 1880. 1845.

(7.) The Company shall not, without the previous consent of the Caledonian Railway Company under their common seal, enter upon or interfere with any railways, works, or lands belonging to that company, further or otherwise than is necessary for constructing across and through the said railways, works, and lands, railway No. 1 and railway No. 2 as double lines of railway in manner herein specially provided; and the Company shall not without such consent alter the lines or levels of any of the railways or works of the Caledonian Railway Company, nor (except as in this section otherwise expressly provided, and except also such part of the lands numbered on the deposited plans 2, 2, in the parish of St. Cuthbert's as shall be required for the purposes of railway No. 1) take or acquire any of the lands belonging to that company, or any right therein other than an easement or right of making, maintaining, and using railway No. 1 and railway No. 2 across the same in manner by this section prescribed: Provided always, that the Company shall not in constructing railway No. 2 take, use, or in any manner interfere with any of the existing sidings of the Caledonian Railway Company.

(8.) If any difference shall at any time arise between the Company and the Caledonian Railway Company, or their respective engineers, with respect to any of the matters referred to in this section, such difference shall (except as in this section otherwise provided) be determined by an engineer to be appointed by the Board of Trade, on the application of either of the said companies, at the cost of the Company; and the decision of such engineer shall be final and conclusive: Provided always, that if in any case such engineer shall decide that the contention of the Caledonian Railway Company has been unreasonable, that company shall pay their own costs.

35. The minute of agreement entered into between the Most Noble James Duke of Abercorn, on the one part, and the promoters of the Company on the other part, a copy whereof is set forth in the Second Schedule to this Act, is hereby confirmed, and shall be binding on the Company and on the Duke of Abercorn and his heirs and successors.

Agreement with Duke of Abercorn confirmed.

36. The following provisions for the protection of the Edinburgh Cemetery Company shall apply to the railway herein-before described

Protection of Edinburgh Cemetery Company.

A.D. 1880. as railway No. 1 (herein-after called railway No. 1), and shall be binding on the Company :

1 Vict. c. 83.

- (1.) Railway No. 1 shall be constructed so that the northern boundary of the said railway shall not extend northward of the southern boundary of the southmost space coloured red on two copies of the deposited plans (herein-after referred to as the signed plans) signed by Sir John William Ramsden, Baronet, the Chairman of the Committee of the House of Commons, to which the Bill for this Act was referred, and which plans shall, within one month after the passing of this Act, be deposited, one in the Private Bill Office of the House of Commons, and one with the principal sheriff clerk of the county of Edinburgh, at his office at Edinburgh, who is hereby required to receive the same, and such deposit shall be deemed to have been made in pursuance of an Act passed in the first year of the reign of Her present Majesty intituled, "An Act to compel Clerks of the Peace for counties, and other persons, to take the custody of such documents as shall be directed to be deposited with them under the Standing Orders of either House of Parliament," and the several provisions of that Act (except so far as the same are inconsistent with this Act) shall form part of this Act.
- (2.) The Company shall construct and form a new road of access to the Newington Cemetery of the Edinburgh Cemetery Company (herein-after referred to as the cemetery company) at Newington, in the position and in accordance with the line tinted green within the spaces coloured red on the signed plans, of at least equal width, and with at least as good gradients as the existing road of access belonging to the cemetery company (herein-after referred to as the existing road of access), and they shall also make the ground coloured red on each side of the said new road of access level with the said road, and for this purpose form sufficient retaining walls, where necessary, along the boundaries on each side of said ground.
- (3.) The Company shall, if required by the cemetery company fence in and secure the said ground coloured red with good and sufficient walls, the wall on the south side separating it from railway No. 1, being of sufficient height to keep the engines and trains of the railway out of view of horses and of persons riding in carriages along the said new road of access to the said cemetery.

- (4.) The Company shall complete and finish the said new road of access as regards width, gradients, construction, style of finish and access, gates and fences, in a manner similar to and in all respects at least equal to the existing road of access, and to the reasonable satisfaction of Thomas Stevenson, civil engineer, whom failing, James Peddie, junior, civil engineer, Edinburgh, and the Company shall also lay out and plant to such extent and in such a manner as the said acting engineer may direct, the ground coloured red on both sides of the said new road of access, and in general shall execute the whole works connected with the formation of the said new road of access to the reasonable satisfaction of said engineer. A.D. 1880.
- (5.) One month before the Company commence the said new road of access, they shall forward to the cemetery company plans, sections, specifications, and working drawings of the new road of access, and other works herein-before mentioned.
- (6.) The said new road of access and other works shall be maintained and kept in proper order and repair by and at the cost of the Company for the period of one year after the said new road of access and other works have been completed, and the Company shall be bound in all time coming to maintain and uphold at their own expense the wall on the south side of the new road of access and the retaining wall underneath the same, and which shall form a boundary wall along the north side of the said railway.
- (7.) The said new road of access and other works shall be completed as herein-before provided, and be ready for use before the existing road of access is in any way interfered with.
- (8.) Any claim of compensation by the cemetery company against the Company for injuriously affecting or interfering with their property or the use thereof for the purposes of the cemetery company and their business by the exercise of the powers of this Act, shall, as to the mode and manner of determining the same, be by arbitration, under the Lands Clauses Consolidation (Scotland) Act, 1845, and the arbiter shall take into consideration, in determining any such compensation, the obligations undertaken by the Company in favour of the cemetery company.
- (9.) The Company shall at their cost convey to the cemetery company the ground coloured red and the ground coloured green on the signed plans, to be occupied by the new road of access.

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and give a good and valid title thereto, under burden of a feu duty not exceeding twenty-seven pounds five shillings, said feu duty to commence to run from the date of the cemetery company obtaining possession of the said new road of access, and which feu duty shall be redeemable by the said cemetery company at any term of Whit Sunday or Martinmas, on three months previous notice in writing of their intention so to do. And that on payment of twenty years purchase of said feu duty, with power also to the cemetery company at any time they may think proper, to build on the boundary wall on the south side of the said new road of access, a lodge in connexion with the said cemetery, and the Company shall, as from the date of taking possession of the said existing road of access, free and relieve the cemetery company from all feu duties, compositions, and other burdens and obligations presently incumbent upon them in connexion with the ground presently occupied by the existing road of access, under the feu charter of Walter James Little Gilmour, Esquire, in favour of the said cemetery company, dated second April one thousand eight hundred and sixty-nine, and recorded in the general register of sasines applicable to the county of Edinburgh, eighth June one thousand eight hundred and sixty-nine.

Protection
of Royal
Edinburgh
Asylum for
the Insane.

37. For the benefit and protection of the Royal Edinburgh Asylum for the Insane (herein-after referred to as "the Asylum"), the following provisions shall have effect :

- (1.) The centre line of railway, as shown on the deposited plans, may be deviated northwards so as to carry the line nearer to the Royal Asylum, but so as not at any point to bring the northernmost line of rails of which the main line of railway will consist nearer to the East House of the Asylum than eighty yards from the nearest point of that house :
- (2.) The Company shall acquire the land within the limits of deviation defined on the deposited plans and lying between the railway and the grounds of the Asylum :
- (3.) The station for Morningside shall be erected on the land so to be acquired at the west end of Maxwell Street, and within the limits of deviation shown on the deposited plans :
- (4.) No buildings shall be erected by the Company on any of the said land exceeding in height twenty feet above the present level of Maxwell Street, with the exception of the station-master's house (which is not to be erected westward

of a line drawn south from the west gable of the westernmost house on the north side of Maxwell Street) signal cabin, which may be of such height and placed as the Board of Trade may determine, and sheds for the goods accommodation, which shall not exceed thirty feet in height to the ridge of the roof, and shall not be erected further east than fifty yards from the west gable of the westernmost house on the north side of Maxwell Street, nor further west than two hundred yards from the said west gable at the west end thereof, nor shall there be erected thereon any dwelling-houses or buildings to be made use of for other than railway purposes :

- (5.) The Company shall, before the opening of the railway for public traffic, construct from the Morningside station sidings a private siding, adjoining the Asylum, for the use of the Asylum :
- (6.) Except as aforesaid, no sidings shall be laid opposite the property of the Asylum further west than three hundred and thirty yards from the gable of the westernmost house now built on the north side of Maxwell Street :
- (7.) Before the commencement of any of the railway works between the road leading from Colinton Road to Craig House on the west and the west end of the present southern boundary wall of the East House on the east, a stone boundary wall nine feet in height above the surface of the ground shall be built, and for all time coming maintained by the Company in continuation of the existing boundary wall of the asylum property, and such new boundary wall shall extend along the whole of the southern boundary of the Asylum property, so as to separate it from the land and property of the Company :
- (8.) Simultaneously with the construction of the bridge, whereby the public road from the Colinton Road to Craig House will be carried over the railway, the Company shall construct and shall for all time coming maintain the bridge for carrying over the railway a road for the passage of carriages and carts, of the width of ten feet from the property of the Asylum on the north of the railway to the property of the Asylum on the south side of the railway. The last-mentioned bridge may be constructed as part of the public road bridge as aforesaid, but in that case shall be fenced off from the

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same throughout its entire length. The new road shall, before the opening of the railway for public traffic, be completely formed and metalled by the Company, and shall at all times be reserved for the exclusive use of and under the exclusive control of and be maintained by the Asylum :

- (9.) Any claims for compensation to the Asylum for damage by severance or otherwise, including all claims for injury to the amenity and privacy of the East House, West House, and Myreside Cottage, belonging to the Asylum, shall, in case of difference, be determined by Robert Paterson, assessor of the City of Edinburgh, on behalf of the Company, and Peter Miller, eight, Bellevue Terrace, Edinburgh, on behalf of the Asylum, and, in the event of the said referees differing in opinion, the said claims shall be referred to Alexander Smith Kinnear, Esquire, advocate, Edinburgh, as sole oversman, and which arbitration shall proceed on the arrangements contained in this section.

Protection
of the works
of the Edin-
burgh and
District
Water
Trustees.

38. In carrying the railways across, over, or under any of the aqueducts, conduits, or lines of pipe of the Edinburgh and District Water Trustees, the Company shall not alter the existing lines or levels of such aqueducts, conduits, or lines of pipe, or any of them, or injuriously affect or interrupt the supply of water conveyed by the same, and such crossings and all works necessary therefor and connected therewith shall be executed at the expense of the Company, and to the reasonable satisfaction of the engineer of the said trustees, and according to plans to be submitted to such engineer before such works shall be begun ; and if the said trustees shall incur any expense for works necessary in reference to the crossing of such aqueducts, conduits, or lines of pipe, they shall be entitled to full compensation from the Company for such expense, and such works to be executed by the Company shall be maintained in good and sufficient repair in all time coming by the Company. And the said trustees shall have at all times the right of access to such aqueducts, conduits, or lines of pipe, for the repair, enlargement, alteration, and maintenance of the same, and the right of laying additional pipes when they shall see fit: Provided that the said trustees shall, as far as possible, avoid the causing of any interruption or obstruction to the traffic of the railway.

Protection
of sewers of
Corporation
of Edin-
burgh.

39. In constructing railway No. 1, the following provisions shall be binding on the Company :

- (1.) The drain at fifteen chains from the commencement of the

said railway shall be protected by a culvert five feet in width and five feet in height. A.D. 1880.

- (2.) If the said railway shall be constructed between one mile and one mile two furlongs, as shown on the centre line on the deposited plans, the drain or sewer between such points shall be diverted and carried along the west side of the railway; but if the line be deviated eastward of the centre line, the portion of such drain or sewer thereby interfered with shall be diverted along the west side of the railway.
- (3.) The Jordan Burn, from the point where it is first crossed by railway No. 1, shall be diverted along the south side of the railway to a point one mile six furlongs, or thereby, from the commencement of the said railway, and there carried under the railway and discharged into its present course at or near that point.
- (4.) In constructing the said line of railway across the road marked No. 38 in the parish of St. Cuthbert's on the deposited plans, the common sewer carrying the sewage into the main sewer on the north side of the Powburn shall be preserved if, in the opinion of the burgh engineer of Edinburgh, the levels admit thereof; but if such be found impracticable, the sewage of the said common sewer shall be carried by a pipe of eighteen inches in diameter along the south side of the line of railway to such a point as, in the opinion of the said engineer, the levels will admit of the same being led underneath the line of railway and discharged into the said main sewer, and in such case the sewer pipe shall be maintained in a proper condition by the Company.
- (5.) The sewer at or near the point marked three miles on the deposited plans of railway No. 1 shall, where crossed by the the said railway, be protected by a culvert four feet in width and four feet in height, reserving to the Corporation of Edinburgh the right to form at any time hereafter, under the railway between Blackford farmhouse and the point where the line crosses the burn, at or near three miles one furlong on the said deposited plans, any drain leading to the said Powburn or common sewer on the south side of the railway.
- (6.) The Powburn between the embankment carrying the pipe of the Edinburgh and District Water Trustees, adjoining the Causeway-side Road, and the west gate of the Newington Cemetery at the east end of the avenue leading from

A.D. 1880.

Mayfield Road, shall be carried in a culvert of six feet in width by six feet in height, and of sufficient strength to admit of the said line of railway and relative works which the Company may execute being formed over it; such culvert shall be constructed to the reasonable satisfaction of the said burgh engineer, and the cost of the same shall be borne in equal proportions by the Company and the Corporation of Edinburgh: Provided that any extra cost required to strengthen the culvert for the purpose of carrying the line of railway and works over it shall be borne by the Company. The said culvert shall be maintained by the Company where it passes under the said line of railway and works, and where otherwise, jointly and in equal proportions by the Company and the aforesaid Corporation: But nothing herein contained shall affect any existing provisions with regard to vesting of the sewers of the city of Edinburgh, or the right of any persons interested therein, or in the said Powburn, or the right of the Corporation to join their sewers to the said culvert.

(7.) Nothing herein or in this Act contained shall in any way alter or affect the parliamentary, or municipal, and police boundary of the city of Edinburgh.

Provision for benefit of corporation of Edinburgh as to roads, bridges, &c.

40. In order to make provision for crossing railway No. 1 in the line of the new roads or streets now in course of being formed, or that may be formed, the Company shall afford every facility for the erection of bridges by the Corporation of the city of Edinburgh, over or under the railway, not being at stations or sidings connected therewith, whenever occasion arises, on being compensated for any damage sustained by the erection of such bridges.

Protection of the Caledonian Railway Company.

41. In order to interfere as little as possible with the land belonging to the Caledonian Railway Company, numbered 2, 2, in the parish of St. Cuthbert's on the deposited plans of railway No. 1, the said railway shall, unless otherwise agreed upon with the Caledonian Railway Company, be constructed through the said land so that it shall not be situate thereon eastward of a point about twelve chains eastward of the bridge carrying the North British (Edinburgh and Glasgow) Railway over the road, numbered 122, in the parish of St. Cuthbert's, on the deposited plans of railway No. 2, and so as not to alter the level of the Caledonian (Dalry Branch) Railway.

Inclination of roads.

42. In altering, for the purposes of this Act, the roads next herein-after mentioned, the Company may make the same of any

[43 & 44 VICT.] *Edinburgh Suburban and Southside Junction Railway Act, 1880.* [Ch. cxciv.]

inclinations not steeper than the inclinations herein-after mentioned, in connexion therewith respectively; (that is to say,) A.D. 1880.

Number on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
Railway No. 1.			
55	Liberton	- Turnpike -	1 in 28 on one side.
57	Liberton	- Turnpike -	1 in 20 on north side.

43. The Company may make the roadway over the bridges, by which the following roads will be carried over railway No. 1 of such width between the fences thereof as the Company think fit, not being less than the respective widths herein-after mentioned in connexion therewith respectively; (that is to say,) Width of roadways of bridges.

Number on deposited Plan.	Parish.	Description of Road.	Width of Road.
8	St. Cuthbert's	- Turnpike -	51 feet.
19	St. Cuthbert's	- Turnpike -	40 feet.
24	St. Cuthbert's	- Statute Labour -	30 feet.
38, 38	St. Cuthbert's	- Turnpike -	} 70 feet.
39	St. Cuthbert's	- Turnpike -	
1	Liberton	- Turnpike -	50 feet.
7	Liberton	- Turnpike -	61 feet 6 inches.
24	Liberton	- Turnpike -	30 feet.
57	Liberton	- Turnpike -	30 feet.
6	Duddingston	- Turnpike -	30 feet.

44. The Company may make the arches of the bridges for carrying the railway No. 1 over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively; (that is to say,) Height and span of bridges under railway.

Number on deposited Plan.	Parish.	Description of Road.	Height.	Span.
5	St. Cuthbert's	- Turnpike -	16 feet	45 feet.
33	Liberton	- Turnpike -	16 feet	60 feet on the skew.
34	Liberton	- Statute Labour -	15 feet	35 feet.

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Deposit
money not to
be repaid
except so far
as railway is
opened.

45. Whereas pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of eleven thousand two hundred and fifty pounds, being five per centum upon the amount of the estimate in respect of the railways has been deposited with the Court of Exchequer in Scotland, in respect of the application to Parliament for this Act, which sum is referred to in this Act as the "deposit fund:" Be it enacted, that notwithstanding anything contained in the said Act the deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them (which persons, survivors or survivor, are or is in this Act referred to as "the depositors"), unless the Company shall, previously to the expiration of the period limited by this Act for the completion of the railways, open the same for the public conveyance of passengers: Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers, then on production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railways, the Court shall, on the application of the depositors or the majority of them, order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct, and the certificate of the Board of Trade shall, if signed by the secretary or by an assistant secretary of the said Board, be sufficient evidence of the facts therein certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

Application
of deposit.

46. If the Company do not previously to the expiration of the period limited for the completion of the railways complete and open the same for the public conveyance of passengers, then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable, and after due notice in the "Edinburgh Gazette," shall be applied towards compensating any landowners or other persons whose property has been interfered with, or otherwise rendered less valuable by the commencement, construction, or abandonment of the railways or any portion thereof, or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no

compensation or inadequate compensation has been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit, and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund 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 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 judicial factor has been appointed, shall wholly or in part be paid or transferred to such judicial factor, 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: Provided that until the deposit fund has been repaid to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall, from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

47. If the railways 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 otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Period for
completion
of works.

48. The Company may demand and take in respect of the use of the railways any tolls not exceeding the following; that is to say,

Tolls.

In respect of passengers and animals conveyed on the railways,—
For every person twopence halfpenny per mile, and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum of one penny per mile:

Class 1. For every horse, mule, ass, or other beast of draught or burden threepence per mile, and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum of twopence per mile:

Class 2. For every ox, cow, bull, or head of neat cattle twopence per mile, and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum of twopence per mile:

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Class 3. For every calf, pig, sheep, lamb, or other small animal, one penny per mile, and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum of one halfpenny per mile :

In respect of goods conveyed on the railways—

Class 4. For all coal, dung, compost, manure (except guano and artificial manures), lime, limestone, and undressed materials for the repair of public roads or highways, per ton per mile twopence, and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of one penny :

Class 5. For all coke, culm, charcoal, cinders, stones for building, pitching, and paving, bricks, tiles, slates, clay, sand, ironstone, iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise, per ton per mile twopence halfpenny, and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of one penny :

Class 6. For all sugar, grain, corn, flour, hides, dyewood, earthenware, guano, artificial manures, timber, staves, deals, and metals (except iron), nails, anvils, vices, and chains, per ton per mile threepence halfpenny, and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of one penny :

Class 7. For all cotton and other wools, drugs, manufactured goods, fish, and all other wares, merchandise, articles, matters, and things (except small parcels and single articles of great weight as herein-after defined), per ton per mile fourpence, and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of one penny halfpenny :

For every carriage of whatever description (not being a carriage adapted and used for travelling on a railway and not weighing more than one ton) if conveyed on a truck or platform belonging to or provided by the Company sixpence per mile, and twopence per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

49. The toll which the Company may demand for the use of engines for propelling carriages on the railways shall not exceed one penny per mile for each passenger or animal or for each ton of

Tolls for propelling power.

goods, in addition to the several other tolls or sums by this Act authorised to be taken. A.D. 1880.

50. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act; (that is to say,) Regulations
as to tolls.

For all passengers, animals, or goods conveyed on the railways for a less distance than three miles the Company may demand tolls and charges as for three miles :

For a fraction of a mile beyond three miles, or beyond any greater number of miles, the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein, and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile ; and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile :

For a fraction of a ton the Company may demand tolls and charges according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton, such fraction shall be deemed a quarter of a ton :

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight:

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

51. With respect to small parcels not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding anything in this Act, the Company may demand and take any tolls not exceeding the following ; (that is to say,) Tolls for
small parcels
and articles
of great
weight.

For the carriage of small parcels on the railways---

For any parcel not exceeding seven pounds in weight three-pence ;

For any parcel exceeding seven pounds, but not exceeding fourteen pounds in weight, fivepence ;

For any parcel exceeding fourteen pounds, but not exceeding twenty-eight pounds in weight, sevenpence ;

For any parcel exceeding twenty-eight pounds, but not exceeding fifty-six pounds in weight, ninepence ;

And for any parcel exceeding fifty-six pounds such sum as the Company think fit :

A.D. 1880. — Provided that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but that term shall apply only to single parcels in separate packages.

For the carriage of single articles of great weight on the railways—

For any boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or other single article, the weight of which, including the carriage, shall exceed four tons but shall not exceed eight tons, the Company may demand such sum as they think fit, not exceeding sixpence per ton per mile;

For any single piece of timber, stone, machinery, or other single article, the weight of which with the carriage shall exceed eight tons, the Company may demand such sum as they think fit.

Maximum rates for passengers.

52. The maximum rate of charge to be made by the Company for the conveyance of passengers on the railways, including the tolls for the use of the railways, and for carriages and locomotive power, and every other expense incidental to such conveyance, shall not exceed the following; (that is to say,)

For every passenger conveyed in a first class carriage the sum of threepence per mile:

For every passenger conveyed in a second class carriage the sum of twopence per mile:

For every passenger conveyed in a third class carriage the sum of one penny halfpenny per mile.

Maximum rates for animals and goods.

53. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railways, including the tolls for the use of the railways, and for waggons or trucks and locomotive power, and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the business or duty of a carrier, where any such service is performed by the Company), shall not exceed the following sums; (that is to say,)—

For every animal in class 1, fourpence per mile;

For every animal in class 2, threepence per mile;

For every animal in class 3, one penny halfpenny per mile;

For everything in class 4, if conveyed on the railways for any distance not exceeding three miles, twopence per ton per mile, and if conveyed thereon for any distance exceeding three miles,

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twopence per ton per mile for the first three miles, and one penny halfpenny per ton per mile for each additional mile;
 For everything in class 5, twopence halfpenny per ton per mile;
 For everything in class 6, threepence per ton per mile;
 For everything in class 7, fourpence per ton per mile;
 And for every carriage of whatever description (not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton), carried or conveyed on a truck or platform, per mile sixpence, and if weighing more than one ton, not exceeding twopence per mile for every quarter of a ton, or fractional part of a quarter of a ton.

54. Every passenger travelling upon the railways may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight for first class passengers, one hundred pounds in weight for second class passengers, and sixty pounds in weight for third class passengers, without any charge being made for the carriage thereof. Passengers luggage.

55. No station shall be considered a terminal station in regard to any goods conveyed on the railways unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat or therefrom to the consignee. Terminal station.

56. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railways. Foregoing charges not to apply to special trains.

57. Nothing in this Act shall prevent the Company from taking any increased charges, over and above the charges by this Act limited, for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains. Company may take increased charges by agreement.

58. The Company may demand and take, for the use of any cranes or weighing machines erected by them, of and from the owner or person having charge of any goods, articles, or things weighed by means of the same, such reasonable charges as may from time to time be fixed by the Company. Charges for cranes and weighing machines.

59. The Company on the one hand, and the North British Railway Company (herein-after called the North British Company) Working and traffic arrangements

A.D. 1880. on the other hand, may, subject to the provisions of Part III. of
 with North the Railways Clauses Act, 1863, as amended or varied by the
 British Regulation of Railways Act, 1873, from time to time enter into
 Company. agreements with respect to the following purposes, or any of them;
 36 & 37 Vict. (that is to say,
 c. 73.

The maintenance and management by the North British Com-
 pany of the railways or any part thereof, and the works con-
 nected therewith, or any of them :

The use or working of the railways or of any part thereof, and the
 conveyance of traffic thereon, and the employment of officers
 and servants :

The supply, during the continuance of any agreement for the
 use and working of the railways by the North British Com-
 pany, of stock, plant, and machinery necessary for the purposes
 thereof :

The fixing and collection and apportionment of the tolls, rates,
 charges, receipts, and revenues levied, taken, or arising in
 respect of traffic :

The payments and allowances to be made, and the conditions to
 be performed with respect to the matters aforesaid.

Joint
 committee.

60. Any joint committee which may be appointed by the
 Company on the one hand and the North British Company on the
 other hand, for carrying into effect the purposes of any agreement
 that may be entered into under the powers contained in the next
 preceding section shall be composed of such equal number of their
 directors respectively as they may think proper, and in the event of
 any difference of opinion arising between the members appointed by
 and for the said companies composing the said joint committee, the
 same shall be determined by an arbitrator to be appointed by such
 committee, or on the application of either of the companies by the
 Board of Trade.

Agreement
 with North
 British
 Company
 confirmed.

61. The agreement entered into between the North British
 Company of the one part, and the promoters of the Company of
 the other part, a copy whereof is set forth in the Third Schedule to
 this Act, is hereby confirmed, and shall be carried into effect by the
 Company and the North British Company respectively.

Tolls on
 traffic con-
 veyed partly
 on the rail-
 ways and
 partly on the
 railways of
 the North

62. During the continuance of the agreement confirmed by the
 next preceding section and of any agreement to be entered into
 under the provisions of this Act for the working and use of the
 railways by the North British Company, the railways of the Com-
 pany and of that company shall, for the purposes of short
 distance tolls and charges, be considered as one railway, and in.

estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways and partly on the railways of the North British Company, for a less distance than three miles, tolls and charges may be charged as for three miles; and in respect of passengers, for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond three miles, tolls and charges as for a quarter of a mile only; and no other short distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railways and partly on the railways of the North British Company.

A.D. 1880.
British
Company.

63. The Company shall not, out of any money by this 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.

64. The Company shall not, out of any money by this 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.

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

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

Provision as
to general
railway Acts.

66. 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.

Expenses of
Act.

A.D. 1880.

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

DESCRIBING HOUSES, BUILDINGS, and MANUFACTORIES of which portions only are required by the COMPANY.

Parish.	Numbers on deposited Plans.
Railway No. 1.	
Saint Cuthbert's	89, 101, 102, 110, 111, 112, 116, 117, 120, 121.
Liberton	9, $\frac{9}{1}$, 18, 22.

SECOND SCHEDULE.

MINUTE of AGREEMENT between THE MOST NOBLE JAMES DUKE OF ABERCORN on the one part, and THE PROMOTERS OF THE EDINBURGH SUBURBAN AND SOUTHSIDE JUNCTION RAILWAY on the other part.

The parties considering that a Bill has been introduced into Parliament for the construction of a line of railway inter alia from Haymarket to Portobello, passing through the first party's property at Duddingston, and near to the park thereof, it is hereby agreed between the said parties as follows, videlicet:—

First. The first party undertakes to assent to the said Bill.

Second. The second parties undertake to place a passenger station at a point on the Craigmillar Road, within the limits of deviation shown on the parliamentary plans, to be fixed by the first party, and to erect the same, with all necessary offices and other conveniences, before the opening of the line.

Third. The parties agree that this Minute of Agreement shall cancel and supersede the Minute of Agreement dated the twenty-sixth and twenty-eighth days of June one thousand eight hundred and eighty, between John Ord Mackenzie, Esquire, writer to the signet, Edinburgh, factor and commissioner for the first party, and the said second parties.

Fourth. This Agreement shall be scheduled to the said Bill, it being hereby declared that the same is made subject to such alterations as Parliament may think fit to make therein. In witness whereof these presents written by William Park, clerk to William Adam Loch, parliamentary agent, Westminster, are,

along with a duplicate thereof, subscribed as follows, videlicet—By the said Duke of Abercorn, at London, the thirty-first day of July one thousand eight hundred and eighty, before these witnesses, the said William Park, and Samuel William Knowles, valet to the said Duke of Abercorn, and by Sir James Falshaw, of Edinburgh, Baronet, one of, and for and on behalf of the said promoters at Westminster, the third day of August, and year last above mentioned, before these witnesses, William White Millar, solicitor before the Supreme Courts of Scotland, Edinburgh, and Thomas Balfour, clerk to Adam Johnstone, solicitor, Edinburgh.

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ABERCORN,
JAMES FALSHAW,
For Promoters.

WILLIAM PARK, Witness.
SAMUEL WILLIAM KNOWLES, Witness.
W. WHITE MILLAR, Witness.
THO. BALFOUR, Witness.

THIRD SCHEDULE.

AGREEMENT between THE NORTH BRITISH RAILWAY COMPANY (hereinafter called the North British Company) of the one part, and THE PROMOTERS of a Bill now pending in Parliament, intituled "A Bill to authorise the construction of the Edinburgh Suburban and Southside Junction Railway, and for other purposes," of the other part.

WHEREAS the railways proposed to be authorised by the said Bill constitute a through communication between the railways of the North British Company, near Haymarket, to the west of Edinburgh, and the railways of that company at Portobello on the east of Edinburgh: And whereas the North British Company have long suffered inconvenience from the crowded condition of their line through the city of Edinburgh between the same points: And whereas the proposed railways would afford a remedy to the inconvenience so experienced by the North British Company were the route thereof made available for the accommodation of such traffic: And whereas the convenience of the public and the interests of the Promoters as representing the Company proposed to be incorporated by the said Bill and of the North British Company would be promoted by the working arrangement herein-after provided for being entered into: Therefore the parties hereto have agreed and hereby agree as follows:—

1. That the Edinburgh Suburban and Southside Junction Railway Company (hereinafter called "the Company"), proposed to be incorporated by the said Bill, shall, in the event of the Bill passing into law, and as soon as conveniently may be thereafter, at their own expense, acquire the necessary land for and make, construct, and complete, in a good, sufficient, substantial, and workmanlike manner, the railways to be authorised by the said Bill and bridges over the same, for a double line of rails laid with rails of a weight of not less than seventy-five pounds to the yard, with fish joints and with sleepers placed at a not

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greater average distance than three feet from each other, together with all such stations, station-masters' houses, signal cabins, platelayers' and gatekeepers' cottages, goods sheds, engine sheds, water tanks supplied with water, with the necessary works and arrangements for affording a permanent supply thereof, sidings, loading banks, turning tables, cranes, weighing machines, stationary signals, wires, and telegraphic apparatus, and all other conveniences of the nature of fixtures required for economically working and carrying on the traffic of the said intended railways.

2. That for six months after the opening of the said railways under the sanction of the Board of Trade, the railways, works, stations, offices, conveniences, permanent way and others aforesaid, shall be maintained by and at the cost of the Company to the reasonable satisfaction of the engineer of the North British Company.

3. That at the end of the said six months, and afterwards during the term of this Agreement, the said railways, works, stations, offices, conveniences, permanent way, and others aforesaid, shall be maintained, renewed, and upheld by the North British Company, and they shall leave the same when they cease to work the said railways in a good and proper state and condition, and in efficient working order.

4. That when and so soon as the said railways shall have been completed as aforesaid, and approved of by the Government Inspector, the North British Company shall, subject to the condition herein-after contained as to the determination of this Agreement, enter into possession of the said railways, for the purpose of working and managing the same for the period of fifty years, and they shall during the subsistence of this Agreement work the said railways, and manage and regulate the traffic upon the same in an efficient manner, and so as to give a continuous circular train service from and to the North British Company's Waverley Station in Edinburgh, and fully to develop the traffic of the district, and shall provide the necessary locomotive power, rolling stock, and plant of every kind for the purpose of effectually working the traffic coming to or upon the said railways.

5. That in the event of any additions or extensions to stations, sidings, offsets, or other conveniences of the said railways after the opening of the same, in consequence of increased traffic or otherwise being found to be necessary or expedient for the proper working of such traffic, such additions and extensions shall be provided by and at the expense of the Company.

6. That the North British Company shall have the power during the said period of fifty years, subject as aforesaid, of selecting and appointing all officers, agents, book-keepers, booking and other clerks, servants and porters, and others employed at stations on the said railways, or required for keeping, in the offices of the North British Company in Edinburgh, the accounts connected with the traffic conveyed by them or employed in superintending and directing, or actually engaged in conducting such traffic, and the said parties shall be paid by the North British Company, and shall be exclusively under their control; and the Company shall in the same manner have the appointment and control of and shall pay the secretary, treasurer, or other officers or servants required by them in the management of the capital, financial, and directorial departments of their undertaking, and in maintaining the said railways and works for the said period of six

months after the opening of the same; and the Company shall also, during the said period of six months, bear and make good the damage arising through any part of its railways or works failing or giving way, or through any defect in the permanent way.

7. That the North British Company shall, during the subsistence of this Agreement, collect and receive all revenues due and payable for and in respect of the traffic and working of the said railways; and shall, on or before the last day of every month, or as soon thereafter as possible, make up a statement of the gross earnings during the preceding month, and render to the Company statements and abstracts of the same, and the share thereof due and payable to the Company as herein-after provided shall thereupon be paid over to the directors for the time being of the Company or to their treasurer or secretary, or such banker or other person as they shall direct and appoint.

8. That out of the gross revenue of the Company, to be ascertained and determined as herein-after provided, there shall be first paid to the North British Company the actual expenses of cartage at the stations of the Company of such goods as may be carried at rates including cartage, and the amount payable as passenger tax.

9. That the residue of the said gross revenue of the Company shall be divided as follows:—

(1.) Fifty per cent. thereof shall be paid to the North British Company as remuneration for working, managing, maintaining, renewing, and upholding the railways of the Company, and for the performance by the North British Company of every other obligation undertaken by them under this Agreement.

(2.) Fifty per cent. thereof shall be paid to the Company for the payment of—
First, taxes and local burdens and interest upon loans so far as expended on the works of the Company.—Second, expenses of directorial and financial management, including salaries of the secretary, treasurer, or other officers who may be employed by them; and—Third, dividends upon the share capital of the Company.

10. The gross revenue of the railways of the Company shall be ascertained and determined as follows; videlicet,—

(1.) The receipts derived from all traffic which both arises and terminates upon the said railways, and from placards and advertisements, and from other sources of local revenue, including rents of coal depôts, shall be credited to the Company.

(2.) The receipts derived from through traffic passing from any station or siding on the said railways to the North British Railway, or railways beyond, or vice versâ, shall be first subject to deductions as follows; videlicet—

(A.) Parcels traffic.—A terminal allowance to each company of one penny per parcel.

(B.) Goods traffic.—When conveyed distances of not more than thirty miles, a terminal allowance to each company of ninepence per ton. When conveyed for distances above thirty miles, a terminal allowance to each company of one shilling and sixpence per ton.

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(c.) If traffic included in sub-sections (A.) and (B.) be carted, the actual expense of such cartage shall be repaid to the company incurring the same.

(D.) Mineral traffic.—When conveyed distances less than eight miles, a terminal allowance to each company of twopence per ton. When conveyed distances of eight miles and above, a terminal allowance to each company of fourpence per ton.

(E.) Live stock traffic.—A terminal allowance to each company of sixpence per waggon, subject to the deductions aforesaid.

The receipts derived from the said through traffic shall be divided between the two companies, in the proportion of the respective mileage of their railways used.

(3.) The receipts derived from all through traffic, other than that before defined, shall, unless otherwise agreed on, be divided in accordance with the regulations of the Railway Clearing House for the time being.

11. That the traffic of the railways of the Company, including the fixing of the tolls, rates, and charges to be levied or taken in respect of said traffic, shall be managed and fixed as follows, that is to say, the local traffic, including through traffic between places on the railways of the Company and places on the North British Line, within ten miles of the Waverley Station at Edinburgh, and the tolls, rates, and charges to be taken in respect thereof, shall be managed and fixed by a joint committee, consisting of four members, viz., two directors of the Company, not being directors of the North British Company, and two directors of the North British Company, the chairman having no casting vote, and in the event of the committee being equally divided in opinion in regard to any matter provided by this Agreement, to be fixed or determined by the joint committee, the same shall be referred to an arbitrator to be named by the sheriff principal of the county of Edinburgh; and as regards all other traffic and the tolls, rates, and charges to be levied or taken in respect thereof, the same shall be managed and fixed by the North British Company.

12. That the North British Company shall cause to be kept regular books of accounts of all receipts, payments of money, and other transactions of or in relation to the traffic on the railways of the Company, and shall permit the secretary of the Company for the time being, or any other party duly authorised by the directors of the Company during the subsistence of this Agreement, to have free access to and to inspect such books of accounts, and all other documents relating to the traffic of the railways of the Company at all reasonable times, and to take copies thereof or excerpts therefrom.

13. This Agreement is subject to such alterations as Parliament may see fit to make, and shall be unconditionally determinable by the Company at the end of ten years from the passing of the Act by which this Agreement shall be confirmed.

14. That in the event of any dispute arising betwixt the North British Company and the Company as to the interpretation or the terms of this Agreement, or as to the mode of carrying out the same, such dispute shall be referred to an arbitrator to be named by the sheriff principal of the county of Edinburgh.

15. The parties hereto bind and oblige themselves to implement and fulfil the whole heads, articles, and provisions hereof to each other under the penalty of

one thousand pounds sterling, to be paid by the party failing to the party observing or willing to implement over and above performance. And it is hereby further expressly provided and declared that the aforesaid sum of one thousand pounds shall be payable, as by way of ascertained or liquidated damages, consequent on the breach of this Agreement, and not by way of penalty, with interest at the rate of five per centum per annum from the date of the said breach of Agreement having been committed, until payment, and all parties consent to registration hereof for preservation and execution. In witness whereof, these presents printed on this and the six preceding pages, excepting the testing clause hereof, from and after the words "In witness whereof," which is written and filled in by William Malcolm, clerk to William Robertson, parliamentary agent, Westminster, are, along with a duplicate hereof, subscribed as follows, viz., by Alexander Harvie and Robert Young, both merchants in Glasgow, two of the directors, and by George Bradley Wieland, secretary of the North British Company, for and on behalf of, and as duly authorised by said company, and are sealed with the common seal of said company, at Westminster, on the twenty-fourth day of June, eighteen hundred and eighty, before these witnesses, Adam Johnstone, of Number One Register Place, Edinburgh, solicitor to the North British Company, and Thomas Balfour, his clerk; and by Sir James Falshaw, of Edinburgh, Baronet, one, and on behalf of the promoters of the said Bill, also at Westminster, on the twenty-fifth day of the month and year last above mentioned, before these witnesses, the said Adam Johnstone and Thomas Balfour:—

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AD. JOHNSTONE, Witness.
THO. BALFOUR, Witness.

ALEX^E. HARVIE, Director.
ROBERT YOUNG, Director.
G. B. WIELAND,
Secy. N. B. Ry. Coy.



AD. JOHNSTONE, Witness.
THO. BALFOUR, Witness.

JAMES FALSHAW.

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