



CHAPTER cxix.

An Act to authorise the North British Railway Company to make several railways in connexion with their undertaking to extend the time for purchase of lands and completion of works to purchase additional lands to amalgamate with the Company the undertakings of the Edinburgh Suburban and Southside Junction and Kelvin Valley Railway Companies to consolidate certain stocks with the consolidated lien stock of the Company to amend the Company's Acts in various particulars and for other purposes. A.D. 1885.

[22nd July 1885.]

WHEREAS the following works would be of public and local advantage and it is expedient that the North British Railway Company (in this Act called "the Company") should be authorised to make the same (that is to say) :—

1. A railway (in this Act called "Railway No. 1") 1 furlong and 8·50 chains or thereabouts in length to be wholly situate in the parish of Greenside and royal burgh of Edinburgh in the county of the city of Edinburgh and in the parish of South Leith in the county of Edinburgh or one of them commencing by a junction with the Company's Edinburgh Leith and Granton Branch seventy-four yards or thereabouts from the bridge carrying the London Road over the same and terminating by a junction with the Company's railway from Easter Road Junction to Piershill Junction ;
2. A railway (in this act called "Railway No. 2") 1 furlong and 8·20 chains or thereabouts in length to be wholly situate in the parish of Markinch in the county of Fife commencing by a junction with the Company's Thornton loop one hundred and sixty-three yards or thereabouts from the junction of the said loop with the Thornton and Dunfermline Branch Railway and terminating by a junction with the Company's Edinburgh Perth and Dundee Railway one hundred and forty

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yards or thereabouts from the new station buildings in course of erection at Thornton ;

3. A railway (in this Act called "Railway No. 3") 5 furlongs and 3·20 chains or thereabouts in length to be wholly situate in the burgh of Partick and in the parish of Govan and county of Lanark commencing by a junction with the Company's Stobcross Branch Railway three hundred and ten yards or thereabouts from the first bridge under the said branch railway to the north of Partick passenger and goods station on the said branch railway and terminating at or near Hyndland Drive or Road one hundred and twenty yards or thereabouts from the Hyndland quoad sacra Established Church ;
4. A railway (in this Act called "Railway No. 4") 7 furlongs and 0·75 chains or thereabouts in length to be wholly situate in the parishes of Springburn in the royal burgh of Glasgow and Maryhill or one of them in the county of Lanark commencing by a junction with the Company's Edinburgh and Glasgow Railway at or near the junction therewith of the Company's Sighthill Branch Railway and terminating by a junction with the City of Glasgow Union Railway ninety yards or thereabouts from the booking office of the Barnhill Station on that railway ;
5. A railway (in this Act called "Railway No. 5") 3 furlongs and 6 chains or thereabouts in length being a deviation of the Company's Sighthill Branch Railway and wholly situate in the parish of Springburn in the royal burgh of Glasgow and county of Lanark commencing by a junction with the said Sighthill Branch Railway and also by a junction with Railway No. 4 sixty-three yards or thereabouts from the junction of the said branch railway with the Company's Edinburgh and Glasgow Railway and terminating by a junction with the said branch railway at or near the bridge carrying Springburn Road over the said branch railway ;
6. A railway (in this Act called "Railway No. 6") 6 furlongs and 3 chains or thereabouts in length being a deviation of the Company's main line of railway in the parish of Berwick-upon-Tweed in the county of the borough and town of Berwick-upon-Tweed commencing by a junction with the said main line six hundred and thirty-five yards or thereabouts north-west from the bridge carrying the road over the railway at Marshall Meadows and terminating by a junction with the said main line seven hundred and fifteen yards or

thereabouts south-east from the said bridge at Marshall Meadows ;

7. A railway (in this Act called " Railway No. 7 ") 1 furlong and 8 chains or thereabouts in length commencing by a junction with a siding in the goods station yard of the Company at Montrose in the county of Forfar and terminating by a junction with the line of rails constructed on the property of the trustees of the harbour of Montrose (in this Act called " the harbour trustees ") at the westernmost point of the property of the harbour trustees near the eastern side of Bridge Street Montrose ;
8. A footpath 1·80 chains or thereabouts in length in the parish of Alloa in the county of Clackmannan commencing at or near the east end of North Castle Street in the town of Alloa and terminating by a junction with the public road leading from Bedford Place to the harbour of Alloa :

And whereas it is expedient that so much of the Company's main line of railway as will become unnecessary by the construction of Railway No. 6 should be abandoned and the Company authorised to sell the site thereof and that an agreement dated the twenty-second day of August one thousand eight hundred and eighty-four and made between John Alexander Swanston and Christian Swanston widow of the one part and the Company of the other part with reference to Railway No. 6 and the part of the railway to be abandoned so far as the same lies within the bounds of the Marshall Meadows Estate as in the said agreement mentioned together with a supplemental agreement dated the second day of March 1885 and made between the same parties (which agreements are set forth in the Second Schedule to this Act) should be confirmed and that the agreements between the harbour trustees and the magistrates and town council of Montrose respectively and the Company with reference to Railway No. 7 and lines connected therewith (which last-mentioned agreements are set forth in the Fourth Schedule to this Act) should also be confirmed :

And whereas it is expedient that the Company should be authorised to purchase for station and other purposes connected with their undertaking certain lands in the counties of Clackmannan Edinburgh Lanark and Fife and that the time limited by the North British Railway Act 1882 (in this Act called " the Act of 1882 ") for the compulsory purchase of land should be revived and extended so far as relates to the railways therein described as Railways No. 3 and No. 4 and the widening thereby authorised of the Company's Kinrossshire and Fife and Kinross railways and that the time limited by the same Act for completing the said railways and widening and also the railways therein described as Railways

A.D. 1885. No. 1 and No. 2 and the Bridge Railway No. 2 and the time limited by the North British Railway (New Tay Viaduct) Act 1881 (in this Act called "the Tay Viaduct Act 1881") for the construction of the railways and works by that Act authorised and the time limited by the Anstruther and Saint Andrew's Railway Act 1880 for the completion of the railway by that Act authorised (and which railway when made the Company are under obligation to maintain and work under an agreement scheduled to and confirmed by that Act) should be extended and that power should be conferred upon the Company to remodel and improve their hotel adjoining the Waverley Station at Edinburgh (known as "the North British Station Hotel") and their general offices lying immediately to the south of the same :

And whereas by section twenty-one of the Tay Viaduct Act 1881 it was enacted that the Company should abandon and cause to be disused as a railway so much of the North British Railway as lies between the respective points of junction therewith of the railways (therein called Railway No. 1 and Railway No. 2) and should remove the ruins and débris of the old bridge and all obstructions interfering with the navigation caused by the old bridge to the satisfaction of the Board of Trade :

And whereas doubts have arisen whether the entire removal of the said ruins and débris and of the said obstructions might not impair the stability of the new viaduct and it is expedient that the said section should be amended :

And whereas the ordinary share or stock capital of the City of Glasgow Union Railway Company is wholly held by the Company and the Glasgow and South-western Railway Company and it is expedient that so much of the City of Glasgow Union Railway Acts 1864 to 1881 as renders necessary the presence of a definite number of shareholders to form a meeting of that company should be amended :

And whereas the Company are joint owners with the Caledonian Railway Company and the Highland Railway Company of the Perth General Station the management of which is vested in a joint committee by the Perth General Station Act 1865 and by the Perth General Station Act 1884 the said committee were authorised to purchase certain lands and enlarge the said station and make the railways therein described at the cost of the owners of the said station and the Company were authorised to apply capital and borrowed money for the purposes of the said Act and it is expedient that they should be empowered to raise the requisite amount as provided by this Act :

And whereas by the North British Railway (Amalgamations &c.) Act 1880 (in this Act called "the Act of 1880") the Company

were authorised to advance sums not exceeding in the whole one hundred thousand pounds on loan to the Forth Bridge Railway Company but no such advances have been made and it is expedient that the power should be repealed and the Company authorised to apply the said amount to the purposes of their own undertaking :

And whereas by the Borrowstounness Town and Harbour (Amendment) Act 1878 section forty-five the Company were authorised to advance sums not exceeding in the whole one hundred and eighty-five thousand pounds on loan to the Borrowstounness Harbour Trustees (now Borrowstounness Harbour Commissioners and in this Act called "the commissioners") and by the Act of 1880 section thirty-six the Company were authorised to guarantee interest on any mortgages granted by the commissioners for raising that amount (which mortgages are in this Act referred to as "Loan No. 1") and by the Borrowstounness Harbour Act 1883 section thirty the Company were authorised to advance further sums not exceeding in the whole fifty thousand pounds to the commissioners and the commissioners were authorised to raise that amount by mortgages (which mortgages are in this Act called "Loan No. 2") and it is expedient that the powers of guaranteeing interest on mortgages to be granted by the commissioners for securing Loan No. 1 should be extended to mortgages for securing Loan No. 2 :

And whereas it is expedient that the moneys belonging to the North British Railway Superannuation Fund established in accordance with the provisions of the North British Railway Act 1875 (in this Act called "the Act of 1875") and deposited with the Company should form a charge upon the Company's general undertaking and be treated as a debt And that the form of declaring the dividends of the Company should be simplified :

And whereas by the Kelvin Valley Railway Act 1873 the Kelvin Valley Railway Company (in this Act called "the Kelvin Valley Company") were incorporated and authorised to make the railway therein described and to raise a share capital of ninety thousand pounds and to borrow thirty thousand pounds on mortgage of their undertaking and an agreement between the promoters of the undertaking and the Company by which the Company agreed to work the said railway in perpetuity was confirmed :

And whereas by the Kilsyth Railway Act 1876 the Kilsyth Railway Company were incorporated and authorised to make the Kilsyth railway therein described and to raise a share capital of thirty-five thousand pounds and to borrow eleven thousand six hundred pounds on mortgage of their undertaking and by the Kelvin Valley Railway Act 1877 the powers of the Kilsyth Railway Company other than the powers of raising money by shares or by

A.D. 1885. mortgage were transferred to the Kelvin Valley Company and an agreement between that company and the Company was confirmed whereby the Company agreed to advance the funds necessary for constructing and completing the Kilsyth Railway upon the terms in the said agreement mentioned :

And whereas by the North British Railway No. 2 (Station Enlargement and Railways) Act 1877 (in this Act called "the No. 2 Act 1877") the Company were authorised to subscribe thirty thousand pounds to the capital of the Kelvin Valley Company and hold shares in the said Company for that amount :

And whereas the capital of the Kelvin Valley Company consists of ninety thousand pounds in ten pound shares which have been fully paid up and they have created debenture stock to the amount of thirty thousand pounds and the Company in addition to their subscription have advanced for the purposes of the undertaking of the Kelvin Valley Company including the undertaking of the Kilsyth Railway Company sums amounting in the whole to sixty-two thousand eight hundred pounds :

And whereas by the Edinburgh Suburban and Southside Junction Railway Act 1880 (in this Act called "the Southside Act 1880") the Edinburgh Suburban and Southside Junction Railway Company (in this Act called "the Southside Company") were incorporated and authorised to make the railways therein mentioned and to raise a share capital of two hundred and twenty-five thousand pounds and to borrow seventy-five thousand pounds on mortgage of their undertaking and an agreement between the Southside Company and the Company for the working of the railways was confirmed :

And whereas the capital of the Southside Company consists of two hundred and twenty-five thousand pounds in ten pound shares which have been fully paid up and they have borrowed on mortgage seventy-five thousand pounds :

And whereas it is expedient that the Kelvin Valley Company and the Southside Company should be amalgamated with the Company upon the terms in this Act mentioned :

And whereas prior to the year one thousand eight hundred and seventy the capital of the Company consisted in part of several classes of lien stock the owners whereof had a lien upon certain of the Company's railways and works and under provisions contained in the North British Railway (General Powers) Act 1870 (in this Act called "the Act of 1870") several of these lien stocks were consolidated into one class of lien stock (in this Act called "the consolidated lien stock") and under the provisions of other Acts relating to the Company additions have from time to time been made to the consolidated lien stock which now amounts to the sum of two

million seven hundred and nineteen thousand four hundred and seventy-one pounds and five shillings :

And whereas there are now in the capital of the Company several other lien stocks entitled to a lien upon certain of the Company's railways and works or upon the revenues of certain of the Company's railways and works (that is to say) :

Name of Stock.	Rate of Dividend per centum per annum.	Amount of Stock.	Railway or Works or Revenues subject to lien.	Acts by which lien authorised.
Bothwell Lien Stock	£ 8 from January 31, 1885	500,000	Glasgow Bothwell Hamilton and Coatbridge Railway	North British and Bothwell Railways Amalgamation Act 1879
Montrose Lien Stock	5	185,580	North British Arbroath and Montrose Railway	} North British Railway (Amalgamation) Act 1880
Port Carlisle Lien Stock	1¼	70,600	Port Carlisle Dock and Railway	
Silloth Lien Stock	4½	75,000	Carlisle and Silloth Bay Railway and Dock	
North British Stobercross Stock	4	150,000	The Stobercross Undertaking	North British Railway Act 1869 North British Railway (General Powers) Act 1870 and North British Railway Act 1878

And it is expedient that provision should be made for the consolidation with the consolidated lien stock of any one or more of the said lien stocks and of the lien stocks created by or under the powers of this Act all of which are in this Act referred to as "unconsolidated lien stocks" :

And whereas the Company have become joint owners of the Dundee and Arbroath Railway under the powers of the North British Railway Dundee and Arbroath Joint Line Act 1879 and have paid the price thereof as fixed by the Railway Commissioners and expenses amounting altogether to upwards of one hundred and forty thousand pounds and it is necessary to raise capital therefor :

And whereas plans and sections showing the lines and levels of the railways and footpaths 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 as follows (that is to say) : So far as relates to the county of Edinburgh or the county of the city of Edinburgh with the principal sheriff clerks for those counties respectively at their

A.D. 1885. — respective offices in Edinburgh so far as relates to the county of Fife with the principal sheriff clerk for that county at his offices in Cupar Dunfermline and Kirkcaldy respectively so far as relates to the county of Lanark with the principal sheriff clerk for that county at his offices in Glasgow Lanark Airdrie and Hamilton respectively so far as relates to the county of Forfar with the principal sheriff clerk for that county at his offices in Forfar and Dundee respectively so far as relates to the county of Clackmannan with the principal sheriff clerk for that county at his office in Alloa and so far as relates to the county of the burgh and town of Berwick-upon-Tweed with the clerk of the peace for that county at his office in Berwick-upon-Tweed :

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 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 1885.

Incorporation of general Acts. 2. The Lands Clauses Consolidation (Scotland) Act 1845 the Lands Clauses Consolidation Act 1845 the Lands Clauses Consolidation Acts Amendment Act 1860 the Lands Clauses Consolidation Act 1869 the Railways Clauses Consolidation (Scotland) Act 1845 the Railways Clauses Consolidation Act 1845 Parts I. II. and V. of the Railways Clauses Act 1863 relating respectively to construction of a railway to extension of time 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 the non-payment 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 and Parts I. II. and III. of the Companies Clauses Act 1863 relating respectively to cancellation and surrender of shares to additional capital and to debenture stock are (except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act.

3. In this Act—

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The expression “the incorporated Acts” shall mean the Acts and parts of Acts incorporated with this Act;

—
Interpretation.

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

The expression “central authority” means as regards Scotland the Secretary of State for the Home Department and as regards the Urban Sanitary District of Berwick-upon-Tweed the Local Government Board;

The expression “labouring class” includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them;

In the incorporated Acts for the purposes of this Act—

The expression “the special Act” shall mean this Act;

The expression “the Company” or “the promoters of the undertaking” or other like expression shall mean the North British Railway Company;

In this Act and the incorporated Acts—

The expression “the dissolved companies” shall mean the Kelvin Valley Company and the Southside 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 lines and according to the levels shown on the deposited plans and sections the railways and footpath 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. And whereas in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown on the deposited plans as subject to be taken for the purposes of this Act will be sufficient for those purposes and that such portions may be severed from the remainder of such properties without material detriment thereto Be it enacted that notwithstanding section ninety of the Lands Clauses Consolidation (Scotland) Act 1845 the owners of and other persons interested in the properties

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

A.D. 1885. — described in the First Schedule to this Act and whereof portions only are required for the purposes of this Act may (if such portions can in the judgment of the sheriff or 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 properties so required without the Company being obliged or compelled to purchase the whole or any greater portions of the said properties the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other persons interested therein by the taking of such portions.

Railway No. 3 to be held to be one of the Company's Harbour Branch Railways.

6. Railway No. 3 shall for all purposes be held to be one of the harbour branch railways referred to in the agreement between the Caledonian Railway Company and the Edinburgh and Glasgow Railway Company sanctioned and confirmed by the Edinburgh and Glasgow Railway (Extensions) Act 1864.

Railway No. 3 to be carried over road in Govan by bridge.

7. Unless otherwise agreed upon between the Company the Caledonian Railway Company and James Gordon Oswald Esquire of Scotstown or his successor in the estate of Scotstown the Company in constructing Railway No. 3 shall carry the same over the intended road numbered on the deposited plans 7 in the parish of Govan and county of Lanark by means of a bridge of fifty feet span between the abutments and of not less than sixteen feet in height throughout above the surface of the said road and the said abutments shall be parallel with the abutments of the existing bridge by which the Company's Stobcross Branch Railway is carried over that road and the centre line of the span of the said new bridge shall be in line with the centre line of the span of the said existing bridge.

For protection of City of Glasgow Union and Glasgow and South-western Railway Companies with reference to Railway No. 4.

8. The following provisions with reference to Railway No. 4 shall be observed and have effect for the protection of the City of Glasgow Union Railway Company (herein-after called "the Union Company") and the Glasgow and South-western Railway Company (herein-after called "the South-western Company") (that is to say) :—

1. The Company shall construct the said railway as a double line of railway with a passenger station at Springburn and two sidings and a mineral depôt adjoining the Barnhill Station of the Union Company. So much of the said railway as extends from a point thereon at the centre of the bridge carrying the Springburn Road over the said railway to the termination thereof and the said passenger station at Springburn and

- sidings and mineral depôt adjoining Barnhill Station shall be constructed according to a general plan and to detailed plans and specifications to be approved by the engineers of the Company and the South-western Company and the Union Company shall repay to the Company the whole cost incurred in relation or incidental thereto including one half the expense of the said bridge so far as the same crosses the said railway with interest at four per cent. per annum from the respective dates of the payment of such cost till the same shall be repaid by the Union Company.
2. Any land belonging to the Company and required for the said portion of railway shall be paid for by the Union Company at the rate of seven shillings and sixpence per square yard and shall be deemed to have been acquired as at the date of possession being taken thereof for the purposes of the said railway.
 3. The said portion of railway with the said passenger station sidings and mineral depôt shall be vested in the Union Company and shall form part of their undertaking as if it had been constructed under their existing Acts and except as herein-after mentioned no further or additional tolls rates or charges shall be leviable against the South-western Company or the Company in respect thereof for traffic of any description passing to from or over the same viâ Barnhill beyond the tolls rates and charges which the said companies are now respectively bound to pay under existing Acts and agreements relating to the Union Company but subject nevertheless to the provisions contained in sub-section five of this section.
 4. The main line of the said portion of railway shall be used only for coaching traffic and for an access to any public work to the eastward thereof and to the said sidings and mineral depôt provided that if the Company or the South-western Company shall at any time consider it necessary to have the occasional use thereof for the passage of through trains for the conveyance of goods mineral or live stock passing over the existing railway of the Union Company they shall be entitled to such use without any special payment therefor.
 5. The Company shall for traffic of every description arising or terminating on the said portion of railway and passing viâ Cowlairs Junction have the use of the same and of the station at Springburn and all sidings and conveniences in connexion with the said railway free of any toll charge or payment whatever but subject to the provisions herein-after

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contained in regard to the said two sidings and mineral depôt.

6. The said passenger station at Springburn shall be a station of the Union Company within the meaning of the Acts and agreements relating to that company and the traffic of the South-western Company and the Company shall be accommodated thereat and worked as efficiently in every respect as if it were traffic of the Union Company.
7. The said two sidings shall primarily be used for shunting trains passing over the existing railway of the Union Company but if so required by the Company shall be available to them under sub-section 5 of this section as an access to any work adjoining the same.
8. The traffic to and from the said mineral depôt viâ Cowlairs Junction shall be subject to the usual tolls and charges payable in respect of the railways of the Union Company.
9. If any difference shall arise between the Company and the South-western Company with respect to any of the matters provided for by or mentioned in this section the same shall on the application of either of the parties in dispute be determined by arbitration in terms of the Railway Companies Arbitration Act 1859.

For protection of the Glasgow Corporation Water Commissioners.

9. Whereas certain of the existing mains and pipes of the commissioners acting under the Glasgow Corporation Waterworks Act 1855 (in this Act called "the water commissioners") are laid along the existing bridge which carries the Springburn Road over one or more of the Company's existing railways herein-before described and it is the intention of the Company to make alterations upon extend enlarge or otherwise interfere with the said existing bridge or to erect another bridge in addition to the said existing one so that the said existing bridge when so altered extended or enlarged shall either by itself or along with the said new bridge be sufficient to carry the said road over the Company's said existing railways and the Railway No. 4 authorised by this Act: And whereas in executing the foresaid operations it may be necessary to interfere with the water commissioners' said existing mains and pipes in said road: And whereas the inhabitants of the city of Glasgow and suburbs are supplied with water by means of the said mains and pipes: And whereas the water commissioners are promoting a Bill in the present session of Parliament to authorise them to bring in an additional supply of water from Loch Katrine to lay additional mains and pipes from their reservoirs at Mugdock and Craigmadie into the said city and for other purposes: And whereas it is intended to lay two of the said

additional mains or pipes in the said Springburn Road: And whereas it is expedient to make provision for preventing any interruption of the supply of water by the water commissioners to the inhabitants of the said city and suburbs: And whereas it is also expedient that provision be made for the laying of the said two additional mains or pipes along the said existing bridge as the same may be altered extended or enlarged as aforesaid and along any new bridge that may be constructed as aforesaid: Be it therefore enacted that the whole provisions and obligations contained in sections 18 to 23 both inclusive of the Railways Clauses Consolidation (Scotland) Act 1845 shall be incumbent upon and observed by the Company with respect to the existing mains or pipes of the water commissioners laid in Springburn Road: And with respect to the said two additional mains or pipes to be laid by the water commissioners in the said road it is hereby further enacted that the Company shall be bound in altering extending or enlarging the said existing bridge or in constructing any new bridge as aforesaid to provide all girders and beams and to execute all other works that may be necessary for enabling the said two additional mains or pipes to be laid along the same and that in such a manner as that the same shall be sufficiently protected from the action of the weather and that the water commissioners shall at all times have ready access to said mains or pipes for the purpose of inspecting altering renewing or repairing the same. Plans and specifications of the girders and beams so to be provided and of the other works so to be executed by the Company shall be submitted to and approved of by the engineer for the time being of the water commissioners: Provided always that any additional expense that may be incurred by the Company in providing the said beams and girders and in executing any other works that may be necessary for laying the said two additional mains or pipes along the said existing bridge shall be borne and paid by the water commissioners and that any additional expense that may be incurred by the Company in providing the said beams and girders and in executing any other works that may be necessary for laying the said two additional mains or pipes along any new bridge that may be erected as aforesaid shall be borne and paid equally by the Company and the water commissioners: And in the event of any difference arising between the Company and the water commissioners in regard to any of the matters or things provided for by this section the same shall be submitted and referred to an arbitrator to be appointed by the sheriff of Lanarkshire on the application of either party and the award of such arbitrator shall be final and binding on both parties.

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For protection of Glasgow Police Commissioners.

10. The Company shall in constructing the Railway No. 4 carry the Springburn Road over that railway and the existing lines of railway of the Company by a bridge of not less than sixty feet in width between the parapet walls thereof and that either by widening the existing bridge or erecting a new bridge or partly in the one way and partly in the other and the bridge shall be so constructed as to conform to the building line of the Springburn Road to the north and south of the railway and shall be constructed to the reasonable satisfaction of the city architect.

As to road on lands of Possil.

11. Nothing in this Act contained shall authorise the Company to enter upon take or use or in any manner interfere with the road numbered 13. 13 on the deposited plans in the parish of Maryhill and county of Lanark or to execute any works over or under that road without the previous consent in writing of John Campbell of Possil or of his successors in that estate.

Caledonian Railway Company to have running powers over certain portions of Railways Nos. 4 and 5.

12. The Caledonian Railway Company shall have and may exercise over and in respect of the two westmost lines of rails to be formed under the powers of this Act between Sighthill Junction and Cowlairs Junction in so far as the two existing lines of rails between the said two points are interfered with under the powers of this Act the same powers rights and privileges which they now have and may exercise over and in respect of the said two existing lines Provided always that when the said two westmost lines are completed and open for traffic the said powers rights and privileges over the said two existing lines so far as interfered with as aforesaid shall cease and determine.

Lands for extraordinary purposes.

13. 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 four acres.

Limiting time for compulsory purchase.

14. 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.

Power to cross certain roads on the level.

15. 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 Railway No. 7 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 roads next herein-after mentioned (that is to say) :— A.D. 1885.

No. on Deposited Plan.	Parish.	Description of Road.
8	Dun or Montrose royal burgh of Montrose.	Street.

16. The Company shall on the requirement of the Board of Trade construct a footbridge over Railway No. 7 at the point where the same crosses on the level the street known as Bridge Street Montrose. Footbridge over level crossing.

17. The Company shall not under the powers of this Act without the consent of the central authority purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers. As to houses of labouring classes.

18. Persons empowered by the Lands Clauses Consolidation (Scotland) Act 1845 or the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of such Acts and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement 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 so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. Power to take easements &c. by agreement.

19. Subject to the provisions of this Act the railways by this Act authorised to be made and maintained by the Company shall for the purposes of tolls and charges and in all other respects form part of the railway of the Company. Railways to form part of Company's undertaking.

20. The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the railway of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the Classification table to be open for inspection. Copies to be sold.

A.D. 1885. principal office of the Company at a price not exceeding one shilling.

Terminal charges (if any) to be specified on application.

The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railway render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railway shall be distinguished from the terminal charges (if any) and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified.

Penalty.

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by the Regulation of Railways Act 1873 section fourteen.

Part of railway to be abandoned.

21. When Railway No. 6 is completed and opened for public traffic the Company shall abandon and cause to be disused as a railway so much of their main line of railway as lies between the respective points of junction therewith of Railway No. 6 and shall subject to the provisions contained in the Lands Clauses Consolidation Act 1845 with respect to superfluous lands but without prejudice to the agreement set forth in the schedule to this Act sell and dispose of the site thereof or of so much thereof as may not be required for the purposes of their undertaking and apply the net moneys to be received by such sale to any of the purposes of their undertaking to which capital is properly applicable.

North-eastern Railway Company to have same powers over Railway No. 6 as they had over abandoned portion of railway.

22. The North-eastern Railway Company shall have and be entitled to the same powers rights and privileges in respect of Railway No. 6 as they now have or are entitled to in respect of the portion of the Company's main line of railway which under the powers of this Act will be abandoned.

Scheduled agreements to be carried into effect.

23. The agreements set forth in the second and fourth schedules to this Act are hereby confirmed and shall be carried into effect by the parties thereto: Provided always that within three months from the completion of any transfer or vesting under the scheduled agreement between John Alexander Swanston and Christian Swanston of the one part and the Company of the other part the Company shall produce to the Commissioners of Inland Revenue a deed of conveyance duly stamped in which the purchase money or consideration for the sale to the Company shall be fully and truly stated and set forth and in default of such production the ad valorem

stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of vesting to the date of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same. A.D. 1885.

24. Notwithstanding anything in this Act contained the obligation by the harbour trustees in favour of James Johnston and William Douglas Johnston fish-curers Montrose sole partners of the firm of Messieurs Joseph Johnston and Sons fish-curers there infest in certain heritable subjects at the waterside of Montrose as trustees for behoof of the said firm and of their successors in the foresaid premises with reference to the opening-up of certain launching-slips when required for the launching of ships from the foresaid premises dated the seventh day of January eighteen hundred and eighty-four and with warrant of registration thereon recorded in the particular register of sasines for the royal burgh of Montrose and also in the burgh court books of Montrose both on the twenty-third day of May eighteen hundred and eighty-four shall remain as valid and effectual as if this Act had not passed and neither the harbour trustees nor their successors in office nor the Company nor any other person or incorporation shall be entitled to plead or found upon anything in this Act contained or done under the authority of this Act as a ground for not implementing and fulfilling the said obligation in all the tenor and terms thereof power being hereby reserved to the harbour trustees as against the Company and all concerned to open the foresaid launching-slips in terms of the foresaid obligation and for that purpose to do execute and construct in and upon the piers and quay the site or near to the site of the said launching-slips the works necessary to enable the harbour trustees to implement the said obligation.

Reserving obligation of harbour trustees in favour of Messrs. Johnston with reference to certain launching slips.

25. With respect to Railway No. 7 and lines in connexion therewith at Montrose Harbour notwithstanding the agreements set forth in the Fourth Schedule to this Act the following provisions shall have effect that is to say:—

As to Railway No. 7 and lines in connexion therewith at Montrose Harbour.

- (1.) The whole cost of providing and laying the lines of rails now in course of construction on the property of the harbour trustees between Railway No. 7 and the lines of rails around the wet dock including the cost of causewaying inside and for a distance of eighteen inches outside each line of rails shall be paid as follows viz. by the Company as respects the portion thereof between the termination of Railway No. 7 and the junction of the East Quay with the New Quay by the Company and the Caledonian Railway Company in equal proportions as respects the portion thereof between the said junction and the eastern end of the New Quay and by the Caledonian Railway

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Company as respects the portion thereof to the eastward of the eastern end of the New Quay ;

- (2.) The use of all the said lines of rails and of the lines of rails around the wet dock including connexions sidings turntables and appliances and the use of any lines of rails including as aforesaid which may be hereafter constructed on the property of the harbour trustees shall for land-borne as well as sea-borne traffic be equally free and full to the Caledonian Railway Company as to the Company Reserving to the harbour trustees to grant to any other company or companies person or persons the same full use of all the said lines of rails including as aforesaid as is enjoyed by the Caledonian Railway Company and the Company on such terms as the harbour trustees may fix in accordance with the provisions to that effect contained in the ninth and other articles of the agreement between the harbour trustees and the Company scheduled to and confirmed by this Act and of the provisions to a similar effect contained in an agreement between the harbour trustees and the Caledonian Railway Company ;
- (3.) The use of the said several lines of rails including as aforesaid shall subject to the Acts of Parliament and byelaws of the harbour trustees be absolutely controlled and regulated by the harbour trustees or their harbour master or his assistants and servants having their or his authority ;
- (4.) Subject to the provisions of this Act the Company shall maintain to the satisfaction of the harbour trustees or of an engineer appointed by them the whole of the lines of rails including as aforesaid between the termination of Railway No. 7 and the junction of the East Quay with the New Quay and the Caledonian Railway Company shall maintain to the satisfaction of the harbour trustees or of such engineer the whole of the lines of rails including as aforesaid to the eastward of the said junction ;
- (5.) The Caledonian Railway Company shall have the same full and free use as the Company of the portion of Railway No. 7 situated between the eastern side of Bridge Street of Montrose and the termination of the said railway and in consideration of such use and of the extra cost incurred by the Company in constructing the said lines of rails between the termination of Railway No. 7 and the junction of the East Quay with the New Quay the Caledonian Railway Company shall pay to the Company the sum of one thousand pounds on the completion of the whole lines of rails now in course of construction between Railway No. 7 and the lines of rails around the Wet Dock.

26. Railway No. 7 shall be deemed part of the North British Arbroath and Montrose Railway and Railway No. 7 and all the lines of rails specified in the immediately preceding section of this Act shall as between the Company and the Caledonian Railway Company but subject always to the provisions of the immediately preceding section of this Act be held as if the same had been authorised by the North British Arbroath and Montrose Railway Act 1871.

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Railway No. 7 to form part of the undertaking authorised by the North British Arbroath and Montrose Railway Act 1871.

27. The time limited by the Act of 1882 for the exercise of the powers granted by that Act for the compulsory purchase or taking of lands is hereby so far as relates to the railways thereby authorised and therein called Railway No. 3 and Railway No. 4 and so far as relates to the widening thereby authorised of the Company's Kinrossshire and Fife and Kinross Railways revived enlarged and extended but so that none of the said powers shall be exercised after the third day of July one thousand eight hundred and eighty-seven.

Extending time for compulsory purchase of lands.

28. The time limited by the Act of 1882 for the completion of the said railways therein called Railway No. 3 and Railway No. 4 and of the Company's Kinrossshire and Fife and Kinross Railways and also the railways therein called Railway No. 1 Railway No. 2 and the Bridge Railway No. 2 and the respective times limited by the Tay Viaduct Act 1881 and the Anstruther and Saint Andrew's Railway Act 1880 for the construction of the railways by those Acts respectively limited shall be enlarged and extended but so that the same shall not be exercised after the fifth day of August one thousand eight hundred and ninety so far as relates to the Bridge Railway No. 2 nor after the third day of July one thousand eight hundred and ninety so far as relates to the said Railways No. 1 No. 2 No. 3 and No. 4 and the widening of the Company's Kinrossshire and Fife and Kinross Railways nor after the eighteenth day of July one thousand eight hundred and eighty-nine so far as relates to the railway authorised by the Tay Viaduct Act 1881 nor after the twenty-sixth day of August one thousand eight hundred and eighty-eight so far as relates to the railway authorised by the Anstruther and Saint Andrew's Railway Act 1880.

Extension of time for completion of works.

29. If the Company fail within the period limited by this Act to complete the railways which they are by this Act authorised to make or the time for completion of which is hereby extended (other than and except the railway authorised by the Anstruther and Saint Andrew's Railway Act 1880) 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 said railways are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum

Penalty imposed unless the line is opened within the time limited.

A.D. 1885. on the estimated cost of the railway or railways not completed 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 to 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 or as regards Railway No. 6 with the privity of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank specified 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 were prevented from completing or opening the railway 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.

Application
of penalty.

30. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the Edinburgh Gazette or (as regards Railway No. 6) in the London 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 railway not completed or of any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon or transferred to 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 or (as regards Railway No. 6) the Chancery Division of the High Court of Justice in England 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 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 thinks fit to order on the application of the solicitor to 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 or Chancery Division as the case may be 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. A.D. 1885.

31. Sections thirty-six thirty-seven and thirty-eight of the Anstruther and Saint Andrew's Railway Act 1880 shall be read and construed as if the period therein referred to as the period limited for the completion of the railway by that Act authorised were the period limited by this Act for the completion of the said railway. Time extended for forfeiture of deposit in case of Anstruther and Saint Andrew's Railway.

32. If the Bridge Railway No. 2 is not completed on the fifth day of August one thousand eight hundred and ninety or if the railways authorised by the Act of 1882 and therein called Railways No. 1 No. 2 No. 3 and No. 4 are not completed on the third day of July one thousand eight hundred and ninety or if the railway authorised by the New Tay Viaduct Act 1881 is not completed on the eighteenth day of July one thousand eight hundred and eighty-nine or if the railway authorised by the Anstruther and Saint Andrew's Railway Act 1880 is not completed on the twenty-sixth day of August one thousand eight hundred and eighty-eight or if the railways by this Act authorised and hereinbefore described are not completed within five years from the passing of this Act then on the expiration of the day or period so named or fixed as aforesaid the powers by any Acts granted to the Company or as the case may be to the Anstruther and Saint Andrew's Railway Company for making and completing the same respectively or otherwise in relation thereto shall cease to be exercised except as to so much of the railway so not completed as is then completed. Period for completion of works.

33. Subject to the provisions of this Act the Company may enter upon take and use the lands in the parish of Alloa in the county of Clackmannan in the parishes of Glencorse and Liberton in the county of Edinburgh in the parish of Maryhill in the county of Lanark and in the parish of Burntisland and royal burgh of Burntisland and parish of Dalgetty in the county of Fife delineated on the deposited plans and described in the deposited books of reference. Additional lands.

34. And whereas the Company are or claim to be owners of certain ground upon which the public slaughter-house is erected and of land adjoining thereto in the burgh of Burntisland in the Confirming agreement between the Company

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 and the Pro-
 vost of
 Burntisland
 as to certain
 lands.

county of Fife and are also lessees of certain other land in the same burgh adjoining the Burntisland Dock under agreement between the provost magistrates and council of the royal burgh of Burntisland the Burntisland Harbour Commissioners incorporated by Act of Parliament and the Company and it has been agreed between the said parties that the Company should convey or feu the ground on which the said slaughter-house is built and land adjoining to the said provost magistrates and council and that the said provost magistrates and council and the said Burntisland Harbour Commissioners should convey or feu to the Company the said land adjoining the Burntisland Dock upon the respective terms mentioned in the agreement dated the second sixteenth and seventeenth days of February eighteen hundred and eighty-five set forth in the Third Schedule to this Act Be it enacted that the Company shall dispone or feu to the said provost magistrates and town council the said ground on which the said slaughter-house is built and ground adjoining and the said provost magistrates and town council and the said Burntisland Harbour Commissioners shall dispone or feu to the Company the said land adjoining the Burntisland Dock upon the terms mentioned in the said agreement and that in all other respects the said agreement is hereby confirmed and shall be binding upon the said parties thereto.

Power to
 alter and
 improve
 hotel and
 other pro-
 perty at Wa-
 verley Station
 Edinburgh.

35. Subject to the provisions herein-after contained the Company may alter enlarge remodel and improve their hotel and other property fronting Princes Street in the city of Edinburgh and raise the back portion thereof to the same height as the front portion so as to form an uniform block and the Company may also take down rebuild alter enlarge and improve the general offices and buildings belonging to them and situate between Princes Street aforesaid and the Waverley Station and may erect other buildings on the site of the said offices or buildings removed and on the court and other property of the Company adjoining and may acquire vary or extinguish all or any rights easements servitudes and pertinents relating to the said hotel or general offices or the land whereon the same are built including the said court and other property belonging to the Company Provided always that—

1. The height of the new general offices or other buildings on the site of the offices or buildings removed and on the court adjoining or on any ground belonging to the Company as aforesaid whether rebuilt or newly erected shall not exceed the height of the buildings in that portion of North Bridge Street which is commonly known as New Buildings and which lies immediately to the east of the Company's property.

2. No altered or new building in connexion with the general offices shall be erected nearer than thirty-eight feet to the buildings in that part of North Bridge Street called New Buildings.
3. No buildings or erections shall be made westwards of the east-most line of the flight of steps leading from Princes Street at the east end of the Waverley Market to the railway station.
4. The north the west and the south elevations of the new buildings shall be subject to the approval of the Corporation of Edinburgh and the Company or failing agreement of an arbitrator mutually chosen and in the event of difference of an arbitrator to be appointed by the Board of Trade.
5. Nothing in this Act contained shall affect the restrictions and prohibitions at present existing constituted by Act of Parliament or otherwise in favour of the Corporation of Edinburgh over other property buildings or erections of the Company at or adjoining Waverley Station.
6. The Company shall not apply to the purposes of this section any of the capital by this Act authorised and the power of raising any capital required for the same shall be sought under the sanction of an Act to be passed in a future session of Parliament.

36. Nothing in this Act contained shall prejudice or affect the rights (if any) of the feuars in Princes Street or in any other part of the new town of Edinburgh. Saving of rights.

37. So much of section 21 of the Tay Viaduct Act 1881 as enacts that the Company shall remove the ruins and débris of the old bridge and all obstructions interfering with the navigation caused by the old bridge to the satisfaction of the Board of Trade is hereby repealed and in lieu thereof the following provisions shall have effect. Amending section 21 of Tay Viaduct Act 1881.

The Company shall within three years from the passing of this Act remove such parts of the five piers of the old bridge which are to the east of and adjacent to the four spans of the new viaduct referred to in section 9 of the said Act as approved of by the Board of Trade for the purposes of navigation together with any such ruins and débris of the old bridge and any such obstructions interfering with the navigation caused by the old bridge as are east of and adjacent to the said four spans as are within fifteen feet of the low-water level at ordinary spring tides.

The Company shall be under no obligation to remove any other portions of the ruins and débris of the old bridge or any obstructions interfering with the navigation of the river caused by the old bridge

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Nothing in this section contained shall be held to prejudice or affect sections 9 and 10 of the said Act.

As to meetings of the City of Glasgow Union Railway Company.

38. The City of Glasgow Union Railway Acts 1864 to 1881 shall be read and construed as if the Companies Clauses Consolidation (Scotland) Act 1845 so far as it renders necessary the presence of a definite number of shareholders to form a meeting of the City of Glasgow Union Railway Company were not incorporated therewith and any meeting of that company shall be properly constituted if at least one representative of the Company and one representative of the Glasgow and South-western Railway Company are present thereat.

Extending powers of s. 36 of Act of 1880 to Loan No. 2.

39. The power conferred upon the Company by section thirty-six of the Act of 1880 to guarantee interest on any mortgages which the Commissioners might grant for principal sums comprised in Loan No. 1 shall be applicable and may be exercised by the Company with respect to any mortgages which the Commissioners may from time to time grant under the Borrowstounness Harbour Act 1883 for principal sums not exceeding in the whole fifty thousand pounds comprised in Loan No. 2.

Moneys belonging to superannuation fund to be a charge upon the undertaking.

40. All moneys belonging to the North British Railway Superannuation Fund established in accordance with the provisions of the Act of 1875 and deposited with the Company shall form a charge upon the Company's general undertaking and be treated as a debt and a receipt or receipts under the hand of the secretary of the Company shall be sufficient evidence of the amount from time to time deposited with the Company.

The two railways amalgamated.

41. The undertakings of the Kelvin Valley Company and the Southside Company shall subject to the contracts obligations debts and liabilities of those companies respectively be amalgamated with and form part of the undertaking of the Company subject nevertheless to the provisions of this Act and such amalgamation of the Kelvin Valley Company shall take effect on and from the first day of August one thousand eight hundred and eighty-five and of the Southside Company on and from the first day of May one thousand eight hundred and eighty-five which dates are respectively referred to as the dates of the amalgamations of the Kelvin Valley Company and the Southside Company respectively.

Company to maintain and work railways of dissolved companies.

42. After obtaining possession of the railways of the dissolved companies the Company shall in perpetuity efficiently maintain and work the same respectively.

43. The Kelvin Valley Company and the Southside Company shall respectively be entitled to all their revenues up to and inclusive of the respective dates of amalgamation.

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Dissolved companies to receive revenue &c.

44. The Company shall be entitled to and shall receive all the assets lands property and claims of the dissolved companies including unpaid dividends books of accounts and minutes papers plans and all other documents relating to the dissolved companies at the time of the amalgamation and shall in exoneration of the dissolved companies become liable for and shall pay and discharge all their debts and liabilities of every description.

Company to be entitled to assets and liable for debts at the time of amalgamation.

45. The debenture stock of the Kelvin Valley Company amounting to the sum of thirty thousand pounds shall be debenture stock of the Company entitled to interest at the rate of four pounds per centum per annum and all mortgages of the Southside Company existing at the time of the amalgamation amounting to the sum of seventy-five thousand pounds shall become mortgages of the Company and 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.

As to debenture stock and mortgages of the dissolved companies.

46. The shares of the Kelvin Valley Company amounting to the sum of ninety thousand pounds and the advances made by the Company amounting to sixty-two thousand eight hundred pounds shall on and from the date of the amalgamation and subject to the provisions of Part II. of the Companies Clauses Act 1863 become lien stock of the Company of the same amount and entitled to a fixed preferential dividend at the rate of four pounds per centum per annum for the first two years after the date of the amalgamation and thereafter at the rate of five pounds per centum per annum in perpetuity and such lien stock is in this Act called "North British Kelvin Valley Lien Stock" and the shares of the Southside Company amounting to the sum of two hundred and twenty-five thousand pounds shall on and from the date of amalgamation and subject to the provisions of Part II. of the Companies Clauses Act 1863 become lien stock of the Company of the same amount entitled to a fixed preferential dividend at the rate of four pounds per centum per annum and that lien stock is in this Act called "North British Edinburgh and Suburban Lien Stock."

Stocks and shares of the dissolved companies to become North British Lien Stock.

47. All North British Kelvin Valley Lien Stock and all North British Edinburgh and Suburban Lien Stock shall continue and be vested in the persons entitled to the shares or stock in the dissolved companies which respectively it represents at the date of amalgamation or in respect of which it is issued upon and subject to the same trusts powers rights charges and liabilities as such

Stocks to vest in persons entitled to stocks in dissolved companies subject to trusts &c.

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shares or stock in the dissolved companies were subject to immediately before the amalgamation or would have been subject to if this Act had not been passed and so as to give effect to and not revoke any will or testamentary instrument disposing of or affecting such shares or stocks and the Company shall be deemed the holder of all North British Kelvin Valley Lien Stock authorised in respect of their advances to or on behalf of the Kelvin Valley Company and may issue the same.

Holders of debenture and lien stocks to have lien on undertaking.

48. The proprietors of Kelvin Valley Debenture Stock and (subject to the lien of such proprietors) the proprietors of North British Kelvin Valley Lien Stock shall over and in the revenues of the railways and works comprised in the Kelvin Valley undertaking and also over and in the revenues accruing in respect of the undertakings of that company and of the Company from through traffic as provided in the seventh article of the agreement between the Kelvin Valley Company and the Company set forth in the schedule to and confirmed by the Kelvin Valley Railway Act 1873 and the proprietors of North British Edinburgh and Suburban Lien Stock shall over and in the revenues of the railways and works comprised in the Southside undertaking (but subject and without prejudice to all mortgages granted by the Southside Company so long as such mortgages subsist) have respectively a statutory lien or security preferable to all other mortgages debenture stocks interest or other debts or obligations of the Company for the payment of the interest and dividends due to them on the said debenture stock and lien stocks respectively and all arrears of the same and every such lien or right in security may be rendered available in the manner herein-after mentioned.

How liens to be made effectual.

49. It shall be lawful for one or more of the proprietors of the said debenture stock or lien stocks respectively under this Act to render effectual their lien in the event of any interest or dividend or any part thereof respectively not having been paid within four weeks after the day on which the same shall have become due by the appointment in manner herein-after mentioned of a judicial factor upon the undertaking or revenues by this Act made subject to the lien.

Mode of appointment of judicial factor.

50. For the purposes of this Act the application for the appointment of a 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 of debenture stock or lien stock to whom the said interest or fixed 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 herein-after 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.

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51. The person appointed judicial factor with respect to arrears of interest or dividends upon any of the said debenture stock or lien stock created under this Act shall be entitled to receive the whole or a competent part of the tolls or sums liable to the payment of the interest or dividends on the debenture stock or lien stock in arrear until such interest or dividends and any interest or 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 or debenture stock already granted or created on or in respect of the same undertaking or to whom any such interest or dividend as aforesaid on the same undertaking shall be then due according to their priorities and shall not be liable in the hands of the judicial factor to any other debts or obligations of the Company and after such interest 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 all sums received by him and to pay over to their treasurer any balance that may be in his hands.

Power of
judicial
factor.

52. In the event of a judicial factor being appointed as aforesaid with respect to arrears of interest or dividends upon the said debenture stock or either of the said lien stocks 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 subject to such judicial factory 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 revenue to
be kept.

53. 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 subject to such judicial factory and any judicial factor upon that undertaking shall be entitled at all times

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

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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 not to be a charge upon land.

54. No statutory lien under this Act shall be a charge upon land.

Extending to unconsolidated lien stocks provisions of Act of 1870.

55. The provisions contained in the Act of 1870 for facilitating the consolidation of the several classes of lien stock therein named shall extend and be applicable to the North British Kelvin Valley Lien Stock the North British Edinburgh and Suburban Lien Stock the Bothwell Lien Stock the Montrose Lien Stock the Port Carlisle Lien Stock the Silloth Lien Stock and the North British Stobcross Lien Stock in like manner in all respects as if those provisions had specifically referred and applied to such lien stocks as well as to the several classes of lien stock named in that Act Provided always that before any consolidation of the said lien stocks under the said provisions shall take effect the Company shall give special notice to every proprietor of consolidated lien stock that all lien on land will be discharged and every such special notice shall be served not later than the notice to the proprietor convening the meeting to consider of the consolidation and shall be served in the same way as such last-mentioned notice and may form part thereof and all lien on land shall be ipso facto discharged by the taking effect of any consolidation agreed upon in manner provided by this Act.

Tolls on traffic conveyed partly on amalgamated railways and partly on the railways of the Company.

56. The tolls and charges which the Company may demand and take for traffic conveyed upon any railway or railways of any of the dissolved companies shall not exceed the tolls and charges authorised to be taken upon the same railway or railways under the Act or Acts relating thereto but for the purpose of short distance charges in respect of traffic passing partly over any railway of one of the dissolved companies and partly over any railway of the Company the railways of the Company and of the dissolved company over which such traffic shall pass shall be considered as one railway.

Saving rights of the Postmaster-General as to telegraph lines.

57. Nothing in this Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Southside Company and from time to time to alter such telegraphic lines and to enter upon the lands and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Southside Company is amalgamated with the undertaking of the

Company and as freely and fully in all respects as he was entitled to before the passing of this Act. A.D. 1885.

58. The Company may apply to any of the purposes of their undertaking to which capital is properly applicable the amount which by the Act of 1880 they were authorised to advance on loan to the Forth Bridge Railway Company and section forty-three of that Act is hereby repealed and the Company may raise and apply to the purposes of this Act to which capital is properly applicable any money which they are authorised to raise by any other Act and which may not be required for purposes to which by that Act it is authorised to be applied. Power to apply existing authorised capital.

59. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise by the creation and issue of new preference shares or stock any additional capital not exceeding in the whole three hundred and thirty thousand pounds such new preference shares or stock to bear a fixed rate of dividend and not to be convertible into ordinary stock but the Company shall not issue any share of less nominal value than ten pounds nor shall any 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. Power for Company to raise capital by shares or stock.

60. Except as otherwise provided by this Act the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital. Except as otherwise provided new shares to be subject to same incidents as present shares.

The capital in new shares or stock so created shall form part of the capital of the Company.

61. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of such stock as the case may be. Dividends on new shares or stock.

62. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act (and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock) the Company may if they think fit raise by the creation and issue of new shares or stock of one and New shares or stock raised under this Act and any other Act of past or present sessions may be of same class.

A.D. 1885. — the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Calls. **63.** 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.

64. The Company may in respect of the additional capital of three hundred and thirty thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one hundred and ten thousand pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one half of such capital 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 shares for the whole of such capital have been issued and accepted and that one half of such capital 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 until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such sheriff as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or corporations or 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 certificate shall be sufficient evidence thereof.

Provisions of Act of 1883 as to appointment of a receiver or judicial factor repealed.

65. The provisions of the North British Railway Act 1883 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.

For appointment of a receiver or

66. 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. A.D. 1885.
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.

judicial
factor.

67. 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 and subject to the provisions of the Acts under which such mortgages were respectively granted 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.

68. 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 after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages and debenture stock at any time after the passing of this Act granted or created and issued by the Company and shall have priority over all principal moneys secured by such mortgages.

Debenture
stock.

69. 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 and the payment by the Company to the Perth General Station Committee of their share of the costs incurred under the Perth General Station Act 1884 to an amount not exceeding in the whole twenty thousand pounds and of the expenses in relation to the Dundee and Arbroath Railway to an amount not exceeding one hundred and forty thousand pounds shall be deemed purposes of this Act.

Application
of money
raised under
Act.

70. At any meeting of the Company at which a dividend is to be declared a resolution of the shareholders present declaring the dividend in terms of the account headed "proposed appropriation of balance available for dividend" if such account be made out and certified in the manner and form required by the Regulation of Railways Act 1868 and the schedule thereto and exhibited at the meeting shall be a sufficient declaration of the dividend to be declared at the meeting without the further enumeration at the meeting of the scheme referred to in section one hundred and

As to decla-
ration of
dividen d.

A.D. 1885. twenty-three of the Companies Clauses Consolidation (Scotland) Act 1845 and without any farther specification than is contained in the said account.

Interest not to be paid on calls paid up.

71. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise 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.

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

72. 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.

Saving rights of the Crown in the foreshore.

73. Nothing contained in this Act shall authorise the 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 exercisable by the Queen's Majesty Her heirs or successors.

Provisions as to general railway Acts.

74. 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 or 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.

Costs of Act.

75. 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.

The SCHEDULES referred to in the foregoing Act.

A.D. 1885.

FIRST SCHEDULE.

DESCRIBING PROPERTIES OF WHICH PORTIONS ONLY ARE REQUIRED BY THE COMPANY.

RAILWAYS Nos. 1 AND 4.

Parish.	Numbers on Deposited Plan.
RAILWAY No. 1.	
Greenside - - - - -	1, 2, 3.
South Leith - - - - -	1, 2, 3, 4, 5, and 6.
RAILWAY No. 4.	
Springburn - - - - -	52, 52, 53, 54, 54A.

SECOND SCHEDULE.

AGREEMENT RELATING TO RAILWAY No. 6 AND MARSHALL MEADOWS' ESTATE.

MEMORANDUM OF AGREEMENT made this twenty-second day of August one thousand eight hundred and eighty-four between JOHN ALEXANDER SWANSTON Esquire of Marshall Meadows within the county of the borough and town of Berwick-upon-Tweed and of 1 Laurence Pountney Hill London and CHRISTIAN SWANSTON of Marshall Meadows aforesaid Widow herein-after called "the Vendors" of the one part and THE NORTH BRITISH RAILWAY COMPANY incorporated by Act of Parliament herein-after called "the Company" of the other part.

WHEREAS the Company has applied to the vendors to sell to it for the purposes of a deviation of its main line of railway certain portions of land forming part of the estate of Marshall Meadows and containing in all five acres and nine hundred and thirty-three decimal parts of an acre imperial measure which portions of land are delineated and coloured pink on the plan marked

A.D. 1885. 6461 dated the seventeenth day of June one thousand eight hundred and eighty-four annexed hereto and the vendors as tenants for life in possession under the will of the late James Swanston Esquire formerly of Marshall Meadows aforesaid deceased have agreed to sell the said portions of land to the Company and should the said portions of land be insufficient for the said deviation of the said line so much additional land as herein-after mentioned as may be required for the purpose of the said deviation under the powers in that behalf contained in The Settled Land Act 1882 and of any other powers them thereunto enabling at the price and upon the conditions herein-after written :

And whereas by an indenture of demise bearing date the first day of January one thousand eight hundred and sixty-four and made between the mayor aldermen and burgesses of the said borough of Berwick-upon-Tweed of the first part Lieutenant-Colonel the Honourable Luke White and Edward Hugessen Knatchbull Hugessen two of the Lords of Her Majesty's Treasury of the second part and Alexander Swanston (since deceased) and the said Christian Swanston of the third part all that piece or parcel of ground extending to 0.093 parts of an acre and delineated and shown upon the said plan and thereon coloured green adjoining the said portions of land herein-before referred to was with other land granted and demised unto the said Alexander Swanston and Christian Swanston in trust for the owner or owners for the time being of the Marshall Meadows Estate immediately adjoining for a term of seventy-five years from the first day of January one thousand eight hundred and sixty-four :

And whereas it has been agreed that for the considerations herein mentioned and of the covenants to be entered into by or on behalf of the Company the vendors shall sell all their estate and interest in the said piece of land coloured green on the said plan and all the rest residue and remainder now to come and unexpired of the said term in the said land unto the Company or as they may direct but subject to the terms covenants and conditions contained in the said lease freed and discharged from any trust of or concerning the same :

And whereas for the purpose of enabling the vendors to effect the sale of the premises hereby agreed to be sold the vendors have lately applied to the Chancery Division of the High Court of Justice for an order appointing trustees of the settlement made by the will of the said James Swanston for the purposes of the Settled Land Act 1882 and the said court by an order dated the fourteenth day of February one thousand eight hundred and eighty-four appointed Joseph Miller of Laurence Pountney Hill in the city of London merchant and David Gray of West Nile Street in the city of Glasgow merchant trustees of the Marshall Meadows Estate for the purposes of the said Act :

Now this deed witnesseth that it is hereby agreed between and by the parties hereto as follows :

1. The vendors agree to sell and the Company agree to purchase the aforesaid portions of land firstly herein-before referred to and coloured pink upon the said plan at the price of three thousand six hundred pounds which sum includes amenity damage as well of value of ground And the vendors agree to sell and the Company agrees to purchase such additional land on the seaward side of the lands numbered respectively 7 and 9 on the said plan and on the landward side of the lands numbered respectively 1 2 and 3 thereon as the Company may require for the purpose aforesaid but for no other purpose and for no future deviation of the said line such additional land not to exceed in the whole one

acre at or for the price of one hundred and fifty pounds per acre for such additional land and so for a proportionate part of an acre. The vendors also agree to sell and the Company agrees to purchase the leasehold interest in the said land coloured green upon the said plan created by the said indenture of the first day of January one thousand eight hundred and sixty-four subject to the payment by the Company of the annual rent of ten shillings as the apportioned rent to be paid by the Company under the said lease and subject to the covenants terms and conditions contained in the said lease so far as the same apply to the said piece of ground and the payment of the proportionate part of the rent and on the part of the lessees to be observed and performed.

2. The title to the land hereby agreed to be sold other than that coloured green on the said plan shall commence with the said will dated the twenty-first day of April one thousand eight hundred and fifty-four and proved on the first day of June one thousand eight hundred and fifty-five of the said James Swanston and the Company shall assume that the said James Swanston was at the date of his will and of his death seised of the said premises for an estate of inheritance in fee simple free from incumbrances and that the same premises passed by his said will under the devise of "all that farmhold lands and grounds hereditaments and premises situate at Marshall Meadows now in the occupation of William Purvis" The title to the said land coloured green upon the said plan shall commence with the said lease of the first day of January one thousand eight hundred and sixty-four.

3. The vendors shall within fourteen days from the date of the execution hereof deliver to the Company a full and satisfactory abstract of their title and subject as aforesaid deduce a good and clear title. All objections to and requisitions if any on the title evidence of title or abstract shall be sent within fourteen days after the delivery of the abstract to Messieurs Currey Holland and Currey 14 Great George Street Westminster the vendors' solicitors and subject thereto (if any) the title shall be deemed to be accepted and in this respect time shall be of the essence of the contract and if the Company shall insist on any requisition or objection which the vendors shall be unable or unwilling to remove or comply with the vendors may by notice in writing to the Company or its solicitor rescind this contract and thereupon the Company shall upon repayment of all moneys (if any) deposited by the Company under this agreement return to the vendors all abstracts and papers in its possession belonging to the vendors and shall have no claim against the vendors for compensation costs or otherwise howsoever.

4. The vendors will use their best endeavours to obtain the consent of the trustees so appointed by the Chancery Division of the High Court of Justice trustees of the said settlement within the meaning of the Settled Land Act 1882 of the said will of the said James Swanston to the sale and also give all proper and necessary notices and take all other steps and proceedings without delay requisite or necessary under or directed by the Settled Land Act 1882 to carry into effect this agreement. The purchase shall be completed at the expiration of two calendar months from the date of this agreement and the vendors and all other necessary and proper parties shall execute a proper conveyance and assurance for conveying and assuring the inheritance and fee simple of and in the said portion of land coloured pink on the said plan and all the rest residue and remainder of the said term in the said land coloured green thereon to the

A.D. 1885. — Company or as it may direct free from incumbrances unless the said trustees shall in the meantime obtain an injunction or commence an action to restrain the sale. If any such action shall be commenced the vendors will at the option of the Company either defend the action at the expense and risk of the Company or will submit to an injunction at once. In either case the Company shall pay all the costs of such action to which the vendors may be liable except such as may be occasioned by wilful neglect or default and indemnify the vendors against the same except as aforesaid and the vendors shall be under no liability of any sort to the Company if such injunction be granted unless as aforesaid. The Company shall also pay all the costs as between solicitor and client of all parties of and incident to the application so made as aforesaid for the appointment of such trustees as aforesaid and of obtaining the said order appointing the said trustees whether the sale hereby agreed to be made is carried out or not.

5. The Company having already taken possession of the said portions of land coloured pink and green on the said plan and commenced works thereon if this contract shall be rescinded by the vendors under the third clause or restrained by injunction the Company shall at its own expense remove all works commenced or done by it and reinstate the premises to the same condition as they were in at the time when the Company took possession thereof or pay compensation the amount thereof to be ascertained by arbitration such arbitration to be conducted in accordance with the provisions of the Common Law Procedure Act 1854 or any subsisting statutory modification thereof the Company shall pay all rates taxes and other outgoings in respect of the said premises as from the second day of February one thousand eight hundred and eighty-four and shall not be recouped by the vendors in any event and such rates taxes and outgoings shall if necessary be apportioned for the purposes of this clause.

6. In the event of any part or parts of the premises hereby agreed to be sold not being required by the Company for the purposes of the said intended deviation of its line the trustees of the said will of the said James Swanston and failing them the vendors and the survivor of them his or her heirs or assigns shall have the option of purchasing the portions not required at the price of one hundred and fifty pounds per imperial acre and so in proportion for a less quantity than an acre payable on obtaining possession or the delivery of the conveyance thereof. Notice in writing that such portions (specifying amount and position) are not required as soon as the same is determined shall be given to the said trustees and to the vendors and the survivor of them his or her heirs or assigns by the Company delivering a notice at the mansion house of Marshall Meadows and posting a copy thereof by registered letter to the agents of the said trustees and of the vendors or the survivor of them his or her heirs or assigns if respectively known to the Company and the option herein-before given to them shall remain open for one calendar month from the receipt of such notice to the said trustees and for another and further calendar month to the vendors or the survivor of them his or her heirs and assigns. There shall be inserted in the conveyance to the Company of the said premises hereby agreed to be sold a covenant that the Company will carry the foregoing contract into effect and also a limitation by way of use (but limited to take effect within the bounds of the law against perpetuity) so as to bind the land and in order to effectuate the said contract.

7. If the land upon which the existing line of railway of the Company within the bounds of the land of the estate of Marshall Meadows in lieu of which line the deviation is intended to be made or any part thereof becomes superfluous land the said trustees or failing them the vendors and the survivor of them his or her heirs or assigns shall have the option of purchasing the same at the price of one hundred pounds per imperial acre and a proportionate part of such price for a less part than an acre and if the said land shall be made arable by the Company then at the price of one hundred and fifty pounds per imperial acre and a proportionate part of such price for a less part than an acre payable (in either case) on obtaining possession or the delivery of the conveyance thereof. Notice in writing that the whole or part (and in the latter case specifying amount and position of the said premises) have become superfluous as soon as the same has been determined shall be given to the said trustees and to the vendors or the survivor of them his or her heirs or assigns by the Company in the same manner as provided by the immediately preceding article and the foregoing option shall remain open for one calendar month from the receipt of such notice to the trustees to be given in the same way as that provided in the last paragraph and for another and further calendar month to the vendors and the survivor of them his or her heirs and assigns. This contract shall not be inserted in the said conveyance and the omission thereof therefrom shall not be deemed to be a waiver thereof.

8. In the event of the said trustees under the said settlement or the vendors under this agreement or the survivor of them his or her heirs or assigns as the case may be electing to exercise the option hereby reserved to them or him of purchasing any land in pursuance of the terms contained in either or both of the two last preceding paragraphs the Company shall not if the purchase is made in pursuance of paragraph six be required to furnish any abstract of title and the only covenant to be inserted in the conveyance of the said land shall be that no act has been done in the meanwhile to incumber the piece of ground mentioned in such paragraph. Should the purchase be made in pursuance of the last preceding paragraph the Company shall deduce and prove a good title to the land so to be purchased and shall deliver an abstract of such title to the trustees or the vendors or the survivor of them his or her heirs or assigns as the case may be. All requisitions on the title shall be made and delivered to the Company or its solicitor within fourteen clear days of the delivery of the abstract and in this respect time is to be of the essence of the contract and if any requisition shall be insisted on which the Company may be unable or unwilling to comply with the Company shall not be obliged to sell the said piece of ground in respect of which such requisition may have been made and thereupon the said trustees or the vendors or the survivor of them his or her heirs or assigns as the case may be shall have no claim against the Company for compensation costs or damages or otherwise howsoever. If from any cause whatever other than the wilful default of the Company the conveyances shall not be completed within two months from the date of such notices respectively being given as aforesaid and the sale shall not be annulled the purchase-money shall bear interest at the rate of five pounds per centum per annum from that date until completion and payment. The Company shall be entitled to obtain possession of all deeds and documents relating to the said

A.D. 1885. — pieces of land but will enter into the usual acknowledgment for safe custody and production and delivery of copies thereof.

9. The Company shall in carrying out the said deviation of its line of railway and as soon as possible construct an underbridge over the dean according to the design and plans dated the seventh day of January one thousand eight hundred and eighty-four and annexed to these presents but such bridge in the option of the Company may be built higher to the extent of five feet than the one shown by the plan. The Company shall also at the same time construct at the point marked on the plan No. 6461 hereto annexed at field No. 4 an overbridge with metalled roadway and approaches to carry the farm road over the intended deviation of the said line of railway and this bridge shall be a stone bridge of similar widths and height of parapets to the bridge over the existing line and according to the plan dated twenty-ninth day of July one thousand eight hundred and eighty-four annexed to these presents and the level of the roadway shall be as shown on said plan. The present bridge over the existing line shall be maintained by the Company at all times so that a complete and continuous roadway shall be preserved over the site of the existing line and over the diverted line of the railway as shown on the said plan No. 6461 hereto annexed. The said Company shall take down the piggeries ashpit and other conveniences at the corner of the steading and rebuild the same at such other spot as may be pointed out by the vendors or the survivor of them his or her heirs or assigns so as to make an easy access from the steading over the said bridges last mentioned. There shall also be constructed and maintained by the Company a sufficient temporary road for the use of the agricultural tenant until the overbridge is completed. The Marshall Meadows Burn shall be diverted as shown upon the said plan No. 6461 hereto annexed the water being carried into the horse tunnel (which has its outlet in the Marshall Meadow dean or ravine) by a pitched watercourse or culvert or dealt with in such other manner as shall carry off the whole of the water and prevent it going down the fishery tunnel. The Company shall also so far as required by the vendors fence off the said intended deviation of line with stone dykes similar to those of the existing line and shall also make all usual provisions of house farm and other drains pipes outlets and the like as also for the watering of fields which may be touched or affected by or in the course of the carrying out of the said deviation of the said line of railway and shall execute all works necessary therefor and shall maintain at their own expense the bridges culverts fences drains and other accommodation works herein specified or referred to. All the said works shall be made and maintained at the expense of the Company and the Company shall also execute at their own expense all the temporary fencing requisite for the estate in consequence of their works and operations. And it is hereby agreed and provided that all accommodation works to be done by the Company shall be done to the satisfaction of the vendors or the survivor of them or his or their engineer.

10. The stone dyke by which the deviation of the line of railway is to be fenced off as provided in the ninth clause hereof shall between the points A and B shown on the said plan No. 6461 be erected at a distance of not less than twenty feet six inches from the garden wall shown on the said plan. The Company shall erect upon the land to be acquired by it a good and substantial retaining wall sufficient to support and maintain the side of the cutting through

which the said deviation of the line of railway is intended to pass between the said points marked A and B on the said plan and so as to support the said garden wall and the ground on which the said wall stands and if any damage shall at any time hereafter be satisfactorily proved to have been caused to the said garden wall by the construction of the works for the said deviation of the line of railway or by the working of the line of railway when completed the Company shall and will at its own costs forthwith repair and make good any such damage. In order to provide for the stability of the said garden wall the Company may if they find it necessary so to do erect buttresses against the said garden wall such buttresses to be constructed so as not to interfere in any way with the trees now standing between the said garden wall and the boundary of the land coloured pink on the said plan.

11. The accesses to and from the Marshall Meadows fishery and tunnel fishing shield quarries grass fields deans or ravines plantations and all other lands and premises belonging to the estate shall in no way be interfered with by the Company or their operations but are reserved to the vendors their heirs and assigns and other the owners for the time being of the estate of Marshall Meadows and his and their tenants and others having their permission.

12. The conveyance and assignment to the Company shall contain such covenants by the Company to give effect to the provisions herein contained and all such other reasonable and proper covenants as the vendors their heirs or assigns may require and counterparts of the said conveyance and of the said assignment shall be prepared and executed by or on behalf of the Company at its expense and delivered to the vendors.

13. The Company shall pay to the vendors the sum of twenty-five pounds sterling as for certain extra or special preliminary expenses incurred by them in connexion with the taking of the premises and shall also pay all proper costs and expenses of the vendors of or incidental to the purchase and taking of the said lands or which shall have been incurred in consequence thereof and the costs of the conveyance of the said premises and of all other matters specified in the eightieth and eighty-second sections of the Lands Clauses Consolidation Act 1845 (England) in the same manner as if this had been a contract under the said Lands Clauses Consolidation Act including the costs of and incidental to these presents.

14. The Company shall settle with John Younger the farm tenant of Marshall Meadows in respect of his claims for tenants profits loss of crop unexhausted manure and all other claims by him in consequence of the Company's works except as herein-after provided and shall indemnify the vendors against the same and the vendors shall settle with the said John Younger for the permanent deduction to which he is entitled under his lease for the ground taken off the farm by the Company.

15. The Company shall on the execution hereof at the risk of the Company deposit in the Lloyds Barnetts and Bosanquet's Bank Limited in Lombard Street in London in the names of the vendors and George Bradley Wielands of Edinburgh the sum of three thousand six hundred pounds and on the completion of the said purchase the said sum shall be paid over to the trustees of the said will appointed by the said Order and all interest which shall have accrued

A.D. 1885. thereon shall be paid to the vendors The Company shall pay to the vendors interest upon the said sum of three thousand six hundred pounds at the rate of two pounds per centum per annum from the second day of February one thousand eight hundred and eighty-four till the seventh day of February one thousand eight hundred and eighty-four and from that date until the seventeenth day of March one thousand eight hundred and eighty-four at two-and-a-half per centum and from that date to the date of the deposit at the rate of two per cent. the payment of such interest to be made when the said deposit is made. The Company shall discharge all outgoings from the time of completion or of taking possession whichever shall first happen If the completion of the purchase shall be delayed from any cause other than the wilful default of the vendors beyond the time herein-before agreed for completion and the interest allowed on the said sum of three thousand six hundred pounds by the said bank shall not amount to four pounds per cent. per annum the Company shall pay to the vendors the difference between the rate of interest allowed by the bank on the said sum and four pounds per cent. from the time of making the deposit until completion. If this contract shall be rescinded by the vendors or the performance thereof restrained by injunction the said sum of three thousand six hundred pounds shall be refunded to the Company within one week from the demand thereof but the vendors shall be entitled to any interest allowed thereon by the bank.

16. From and after the date hereby fixed for the completion of the purchase the Company will pay the sum of ten shillings yearly as the apportioned share of rent in respect of the said piece of land coloured green on the said plan hereunto annexed and a proportion of the outgoings in respect of the said piece of ground and will in the assurance hereby agreed to be made of the said land enter into all proper covenants for the payment of such rent.

17. The whole of the works to be made by the Company in or connected with the said deviation of their said line including all accommodation works herein-before provided for shall be completed by the Company on or before the first day of August one thousand eight hundred and eighty-five as regards the works within the policy field and by the first day of January one thousand eight hundred and eighty-six so far as regards the remainder of the works and if the same works respectively shall not be completed by the said respective dates the Company will pay to the vendors their heirs or assigns the sum of ten pounds per day for every day during which the said works respectively shall remain uncompleted after the said days respectively as and for liquidated damages.

18. If the said contract shall be completed the Company will at their own expense obtain the confirmation hereof in the next term of Parliament in which they shall bring in a bill for any purpose and the vendors will concur in such application and use their utmost reasonable endeavours to ensure the success thereof. All costs and expenses which may be incurred by the vendors in connexion with the fulfilment by them of the provisions of this clause shall be borne and paid by the Company.

In witness whereof the said John Alexander Swanston and Christian Swans-ton have hereunto set their hands and the said North British Railway Company

have caused their common seal to be hereunto affixed the day and year first A.D. 1885. above written.

Signed by the within-named John Alexander }
Swanston in the presence of } JOHN A. SWANSTON.
ARTHUR BROWNE
Clerk

1 Laurence Pountney Hill London.

Signed by the within-named Christian Swanston }
in the presence of } CHRISTIAN SWANSTON.
JOHN LAWSON
Witness
Merchant
Glasgow.

SUPPLEMENTAL AGREEMENT.

The agreement made between the within named John Alexander Swanston and Christian Swanston of the one part and the North British Railway Company of the other part whereby it is hereby declared by and between the said John Alexander Swanston and the said Christian Swanston and the said Company that the within written agreement was and is agreed made and entered into subject to such alterations as Parliament may think fit to make therein In witness whereof the said parties of the one part have hereunto set their hands and the said Company have affixed their common seal this second day of March eighteen hundred and eighty-five.

Signed by the said John Alexander }
Swanston in the presence of, the }
words "and the said Company" } (Sig^d.) JOHN A. SWANSTON.
between the fourth and fifth lines }
having been previously inserted. }

(Signed) ARTHUR BAXTER,
Clerk to Messrs. Currey, Holland, & Currey,
14, Great George Street,
Westminster.

Signed by the said Christian Swanston, }
in the presence of }
(Sig^d.) JOHN ADAM WILSON, } (Sig^d.) CHRISTIAN SWANSTON.
Witness, }
Merchant, }
Leith. }

Sealed by the within named North }
British Railway Company in the }
presence of }
(Sig^d.) JNO. MARTIN, }
4, Princes Street, }
Edinburgh, }
Clerk. }



A.D. 1885.

THE THIRD SCHEDULE.

MEMORANDUM OF AGREEMENT between the Provost, Magistrates, and Council of the Burgh of Burntisland, herein-after called "the Town Council," the Burntisland Harbour Commissioners, incorporated by Act of Parliament, and the North British Railway Company, also incorporated by Act of Parliament.

The said parties agree and bind and oblige themselves respectively as follows:—

1. The ground to the north-east of and adjoining the Burntisland Dock, presently held on lease by the railway company under agreement between the said town council and the railway company, dated fifth and seventh of August eighteen hundred and seventy-six, shall be held in feu by the Company for payment of an annual feu duty of ten pounds to the burgh for behoof of the common good thereof, and five pounds to the Harbour Commissioners payable by the Company half-yearly at Whitsunday and Martinmas, entry to be as at Whitsunday eighteen hundred and eighty-four.

2. The ground at the Lammerlaws belonging to the railway company occupied by the public slaughter-house, with the additional piece of ground now required for an extension of the slaughter-house, conform to plan annexed and signed as relative hereto, shall be disposed by the Railway Company to the said burgh for payment of an annual feu duty of two pounds, payable half-yearly at Whitsunday and Martinmas, entry as at Whitsunday eighteen hundred and eighty-four, together with a right in favour of the said town council of free access at all times for their servants and tenants making use of said slaughter-house and for animals being taken there to be slaughtered by the road belonging to the railway company leading from the Lammerlaws public road to the Ferry goods pier.

3. The necessary disposition containing all necessary and usual clauses to carry out this arrangement to be forthwith prepared and signed, and the railway company to apply in this session of Parliament for confirmation of this agreement.

4. This agreement is entered into subject to such alterations as Parliament shall think fit to make thereon.

5. The railway company to bear the whole expense incidental to the above. In witness whereof these presents, written by Hugh Blair Barr, clerk to Thomas Alexander Wallace, town clerk, Burntisland, are subscribed in triplicate as follows, viz.: by George Paterson, provost, David Crawford, and James Fotheringham, bailies, William Erskine, treasurer, Alexander Foster, George Hay, and William Johnstone, councillors, being a majority and quorum of the said town council of the said burgh, in council assembled on the affairs of the burgh, and sealed with the seal of the said burgh (the said relative plan being signed by the said George Paterson only, on behalf and by authority of the said town council), all at Burntisland, the second day of February, eighteen hundred and eighty-five years, before these witnesses, the said Thomas Alexander Wallace and Edward McCormick, town officer, Burntisland, by the Right

Honourable Sir George Harrison, Knight Bachelor, lord provost of the city of Edinburgh, and George Robertson, writer to the signet, Edinburgh, two of the directors, and by George Bradley Wieland, secretary of the said North British Railway Company, and sealed with the corporate seal of said company, all at Edinburgh, the sixteenth day of said month and year last mentioned, before these witnesses, John Martin and Robert Paton, both clerks in the head office of said railway company in Edinburgh, and by John Walker, residing at number ten Chalmers Crescent, Edinburgh, and Alexander Philp, seed crusher, Burntisland, two of the said Harbour Commissioners, by authority and on behalf of the said commissioners, and sealed with the corporate seal of said commissioners, at Burntisland, the seventeenth day of said month and year last mentioned, before these witnesses, Robert Henderson, civil engineer, Burntisland, and the said Thomas Alexander Wallace.

	(Signed) GEORGE PATERSON, Provost.	
	„ DAVID CRAWFORD, Bailie.	
	„ JAMES FOTHRINGHAM.	
(Signed) THOMAS A. WALLACE, Witness.	„ WILLIAM ERSKINE, Treasurer.	(L.S.)
„ EDWARD McCORMICK, Witness.	„ ALEX. FOSTER, C.	
	„ GEORGE HAY, C.	
	„ W. JOHNSTONE, C.	
„ JNO. MARTIN, Witness.	„ GEORGE HARRISON, Director.	
„ ROBT. PATON, Witness.	„ GEO. ROBERTSON, Director.	(L.S.)
	„ G. B. WIELAND, Secy. N. B. Ry. Coy.	
„ ROBERT HENDERSON, Witness.	„ J. WALKER, Commr.	(L.S.)
„ THOMAS A. WALLACE, Witness.	„ ALEX. PHILP, Commr.	(L.S.)

THE FOURTH SCHEDULE.

AGREEMENT between the Trustees of the Harbour of Montrose and the North British Railway Company.

It is contracted and agreed between the trustees of the harbour of Montrose acting under the Montrose Harbour Acts and Order 1837-1878 of the first part (herein-after called "the trustees") and the North British Railway Company incorporated by Act of Parliament of the second part (herein-after called "the Company") in manner following (that is to say): Whereas the Company have applied to the trustees for permission to lay down lines of railway to connect their system at Montrose with the harbour and dock there

A.D. 1885. and certain arrangements between the trustees and the Company have been come to : Therefore the parties agree as follows :

First.—The trustees hereby grant permission to the Company to construct maintain and work subject to the provisions of Article thirteenth hereof and to the conditions herein-after expressed the line of railway and the loop line extending and described as in the second Article hereof and shown on the plan signed as relative hereto so far as situated on the quays beach property and accesses belonging to the trustees with the privilege of laying down sidings or offsets to the edge of the quay between the points C and B on the said plan.

Second.—The said line and loop line extend from the east side of Bridge Street Montrose at or near the letter C on the said plan and terminate by junctions with the lines of rails laid down on the quay of the harbour and dock of Montrose at a point or points northward of the letter A on said plan.

Third.—Subject to the condition after expressed binding the trustees to construct the new quay river-wall and platform between the point B on the said plan and the point A on the said plan that is between the east end of the east quay and the west end of the protection or river-wall of the wet dock of Montrose the Company hereby bind themselves subject to the modification in Article seventeenth hereof to construct and complete the said line and loop line proceeding therewith as far as may be simultaneously with the construction of the new quay and commencing the construction thereof not later than the first day of November eighteen hundred and eighty-three and completing the same so as to make it open for traffic being worked thereon not later than the thirty-first day of December eighteen hundred and eighty-four And the Company further hereby bind themselves to construct and complete a line between the point C on the said plan and their station at Montrose and to open the same for traffic not later than the said thirty-first day of December eighteen hundred and eighty-four.

Fourth.—In constructing the said lines between the points C and B on the said plan the Company hereby bind themselves to maintain unaltered the existing level of the quays and streets over which the said lines shall pass subject to such minor alterations thereof as may be required in order to make the level or inclination of the lines suitable for the convenient and easy working of the traffic thereon And it is hereby provided that where any such minor alteration shall be made the Company shall raise or lower as the case may be to the level of the streets or quays to that of the lines in order that all carts or other ordinary traffic may pass on and over the said streets and lines and quays without interruption obstruction or difficulty caused by difference of level between the lines and the streets and quays And it is hereby provided that the space between the rails and a space of one foot six inches outside of each rail shall be causewayed by the Company with granite sets which causewaying is always to be kept and maintained by the Company in good order so that the cart and other ordinary traffic may not be obstructed in passing on or over it.

Fifth.—The said trustees hereby grant to the Company the use of the existing lines of rails with the turntables and other conveniences connected therewith at and round the wet dock of Montrose which have been constructed with the permission of the trustees by the Caledonian Railway Company or their prede-

cessors partly at the expense of said Caledonian Railway Company and partly at the expense of the trustees said Caledonian Railway Company in regard to such lines having generally furnished the rails sleepers and turntables and the trustees having generally paid the labour.

Sixth.—In respect that the trustees in exercise of their power to that effect may either purchase from the Caledonian Railway Company the said rails turntables and other conveniences (if any) connected therewith or cause the same to be removed in which latter event the trustees will lay down the necessary rails and turntables at and round the said wet dock the Company hereby bind themselves on either event occurring to pay to the trustees for the use of the said dock rails and others such a sum monthly or quarterly or half-yearly as shall afterwards be agreed upon by the trustees and the Company conform to a minute or other document to be subscribed by them as relative hereto the trustees on the other hand hereby bind themselves in regard to the use and working of the said dock rails not to grant any preference to one of the said two railway companies or to any other railway company over another but to charge and exact from all such companies an equal payment for such use and working according to the amount of tonnage passed by each company over the said dock rails or such other payment as may be agreed to by the trustees on the one hand and by such railway companies on the other which payments and charges to be exacted by the said trustees may be revised and altered by them from time to time And the trustees shall be entitled and reserve full power to exclude from the use of the said dock rails any of such companies failing to pay such rates and charges to be made by the trustees for such use. But if the Company shall object to the trustees that such rates and charges as so fixed or as revised and altered are too high after the Company shall specify to the trustees the rates which the Company are willing to pay as fair and reasonable and if the parties do not agree as to what the amount should be then the amount of such rates and charges shall be settled by arbitration as provided in Article eighteenth hereof.

Seventh.—It is hereby agreed that the Company on the said new lines being opened for traffic shall be entitled to use them as well as the said dock rails for all traffic in goods land-borne as well as sea-borne such goods when sea-borne being liable to the duties on exports and imports and to any other charges imposed by the Montrose Harbour Acts and Order from 1837 to 1878 or any future Acts or Orders applicable to Montrose Harbour reserving to the Company in regard to any Bills Acts or Orders promoted by the trustees under which said charges might be increased to and upon the Company right to object to such increase.

Eighth.—The said lines to be constructed by the Company between the points C and B on the said plan shall be constructed and maintained and the levels thereof and of the adjoining streets and quays shall be fixed to the satisfaction of the trustees or of any engineer appointed by them. And in the event of any difference arising with respect thereto the same shall be determined by an arbitrator appointed as in Article eighteenth hereof.

Ninth.—The Company shall have the same free use of the rails turntables and other appliances connected therewith on the property of the trustees as is now or may hereafter be enjoyed by the Caledonian Railway Company or any

A.D. 1885. — other railway company subject always to such rules and regulations as the trustees may prescribe and to the orders which may be given by the harbour master of Montrose or by his assistants or servants with his instructions or approval it being the intention and understanding of the parties that no preference priority or advantage shall be enjoyed by any company or companies over any other.

Tenth.—The trustees property in the above-mentioned quays site of rails beach and accesses is reserved unaffected and entire notwithstanding these presents but subject to the provisions hereof and their right and power to control and regulate the traffic on the said quays and rails by themselves or their harbour-master or his assistants and servants having his authority is also reserved entire.

Eleventh.—In regard to any injury or damage to the roadway or quays between the points C and B or to the berthing accommodation there or at the jetty near the "Lazy Hole" done by the Company or caused by the construction of the said tramway or by the traffic thereon between the said points the Company shall repair all such injury or damage and shall rebuild and reconstruct or repair such quays roadway or jetty and that immediately on the said injury or damage being done and failing the Company so rebuilding or reconstructing and repairing the trustees shall be entitled and they are hereby authorised by the Company to do so at the Company's expense and to the satisfaction of James Leslie civil engineer Edinburgh whom failing of any neutral engineer appointed by the parties.

Twelfth.—It is hereby provided that the quay in and adjoining the "Lazy Hole" and which is to be constructed by the Company shall be so constructed as to afford at least as good accommodation for vessels and for loading vessels and for landing and discharging goods as is afforded by the present quay for which this new quay is to be substituted and the depth of water at such new quay shall be not less than the present depth of water at the quay and berths adjoining. And the specification of the work at such new quay and of the whole work from B to C shall be submitted along with plans and sections thereof to the trustees for their approval and it is hereby further provided that when the whole work from C to B is completed a detailed account of the cost thereof with the vouchers shall be furnished by the Company to the trustees for their use and information in reference to the power reserved to the trustees in a subsequent article hereof to take over and purchase from the Company the whole of the rails and works from B to C.

Thirteenth.—This agreement shall be contingent upon the trustees entering into a contract tenders for which are now in their hands for constructing the new quay and river wall from A to B and the specifications of the work referred to in the said tenders have been furnished by the trustees to the Company.

Fourteenth.—On the trustees entering into that contract the Company bind and oblige themselves to pay to the trustees the sum of two thousand pounds as a contribution to the cost of the said quay and wall of which sum one thousand pounds was paid by the Company to the trustees on the ninth day of October eighteen hundred and eighty-three and the balance of one thousand pounds shall be payable by the Company to the trustees on the completion of the work under the contract for the said new quay.

Fifteenth.—The trustees hereby reserve power to take over and purchase from the Company at any time the whole works rails and others from C to B constructed by the Company the price to be the sum which such works rails and others actually cost the Company to be ascertained by the account and vouchers mentioned in Article twelfth hereof but such price and account shall not include the sum or amount of the injury and damage if any or the cost of the repairs and others referred to in the eleventh Article hereof neither shall such price include any sum as the value of the site of the said rails and works or as the value of the use thereof granted by the trustees to the Company but such price shall include the contribution of two thousand pounds under the preceding Article subject to the said two thousand pounds to a deduction of four per cent. on said sum by way of annual per-centage for each year during which the trustees shall not exercise the said reserved power. And there shall be deducted from the price a sum equal to the value of the fair wear and tear and other depreciation of the said works rails and others from the date when the same shall be completed or opened for traffic to the date when they shall be taken over and purchased by the trustees subject to any renewals or additions made with the consent of the trustees the cost of which shall be reported by the Company to the trustees when made.

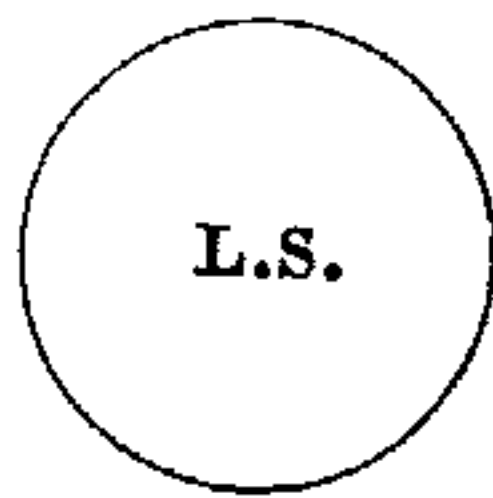
Sixteenth.—In the event of the trustees exercising the reserved power mentioned in the preceding Article the trustees hereby bind themselves to make suitable and convenient arrangements for carrying on and conducting the sea-borne traffic between the harbour or any extension thereof and the station or stations of the Company but so far only as their own property and quays extend and only if and when the Company make suitable provisions and arrangements for working such traffic to and from their said station in Montrose on the one hand and the property and quays and harbour of the trustees on the other any failure of the Company in this respect to have the effect of relieving the trustees from the above obligation and of discharging them thereof the said arrangements by the trustees being always to be made in such a manner and on such conditions as will prevent any preference priority or advantage being obtained by any railway company or other company or person over any other company or person at Montrose Harbour any difference between the parties in regard to this Article and the carrying of it into effect being to be settled by an arbitrator appointed as in Article eighteenth hereof.

Seventeenth.—On the said contract for the new quay being completed and the works executed the trustees hereby bind themselves to maintain the new quay river wall and rails between A and B but the Company shall pay to the trustees on the completion of the works under said contract one half of the cost of the rails chairs and sleepers and of the laying down of them between the said points A and B.

Eighteenth.—In the event of any question or difference arising between the parties as to the true intent meaning and effect of these presents or the due implement thereof the same is hereby submitted and referred to the amicable decision final sentence and decree arbitral of an arbitrator to be appointed by the Board of Trade on the application of either the trustees or the Company as sole arbiter whose decision or award shall be final and binding upon the parties and the parties consent to the registration hereof and of any decree or decrees

A.D. 1885. arbitral or award as follow hereon for preservation and execution. In witness whereof these presents written on this and the seven preceding pages by Peter Cameron clerk to William White Millar solicitor to the said North British Railway Company. Edinburgh are with the declaration that the word "the" at the end of the twenty-second line of page first is delete that the words "may either" in the twelfth line of page third are written on erasure that the words "on either event occurring" are interlined so as to read between the words "themselves" and "to" in the seventeenth line of said page third that the word "said" is interlined so as to read between the words "the" and "dock" in the eighteenth line of said page third (the first eight lines of Article sixth now reading as follows, viz. : "Sixth.—In respect that the trustees in exercise of their power to " that effect may either purchase from the Caledonian Railway Company the " said rails turntables and other conveniences if any connected therewith or " cause the same to be removed in which latter event the trustees will lay down " the necessary rails and turntables at and round the said wet dock the Com- " pany hereby bind themselves on either event occurring to pay to the trustees " for the use of the said dock rails and others such a")—that the words "such goods when sea-borne" are interlined so as to read between the words "sea-borne" and "being" in the tenth line of page fourth and that the words "or award" are interlined so as to read between the words "arbitral" and "to" in the eleventh line of this page and along with a duplicate hereof subscribed by the Right Honourable George Harrison Lord Provost of the city of Edinburgh and George Robertson writer to the Signet Edinburgh two of the directors and George Bradley Wieland secretary of the said North British Railway Company, and sealed with the corporate seal of said Company all at Edinburgh on the first day of November eighteen hundred and eighty-three before these witnesses John Martin and Robert Paton both clerks in the head office Edinburgh of the said North British Railway Company and are also subscribed by William Ross clerk to the said trustees of the harbour of Montrose on behalf of and as specially authorised by the said trustees to subscribe these presents on their behalf at Montrose on the twenty-seventh day of November and year last-mentioned before these witnesses Robert Ross solicitor Montrose John Stewart clerk to Messieurs W. and R. Ross solicitors Montrose.

JNO. MARTIN, Witness.
 ROBT. PATON, Witness.
 ROBERT ROSS, Witness.
 JOHN STEWART, Witness.



GEO. HARRISON, Director.
 GEO. ROBERTSON, Director.
 G. B. WIELAND, Sec. N. B. Ry. Co.
 WM. ROSS.

AGREEMENT between the Magistrates and Town Council of Montrose as such and as Police and Improvement Commissioners of the Burgh and the North British Railway Company.

It is contracted and agreed between the magistrates and town council of the royal burgh of Montrose as such and as Police and Improvement Commissioners of the said burgh of the first part (herein-after called "the first parties") and the North British Railway Company incorporated by Act of Parliament of the second part in manner following (that is to say) :

First.—The first parties so far as they are concerned hereby agree to the second parties constructing maintaining and working the line of railway from their railway near to the infirmary to the wet dock as shown on plan marked number one subscribed as relative hereto the second parties maintaining as near as may be the present levels of streets.

Second.—The second parties hereby bind themselves to lay with dressed granite or whinstone setts the space betwixt the rails and one foot and six inches on each side thereof and to maintain the same.

Third.—The said line of railway and causeway shall be constructed and maintained to the reasonable satisfaction of the burgh surveyor and in accordance with statutory requirements.

Fourth.—The first parties hereby bind themselves to cede to the second parties the ground to the east of the north end of the suspension bridge as formerly occupied by George Waddell boat-builder as shown on the plan marked number two subscribed as relative hereto.

Fifth.—The second parties hereby bind themselves to cede to the first parties as magistrates and town council foresaid for behoof of the community of the said burgh the ground on the west side of the north end of the suspension bridge hatched on the general plan marked number three subscribed as relative hereto being part of the bridge end premises formerly sold by the first parties to the second parties.

Sixth.—In lieu of the road or open space from the ground reclaimed in basin to Bridge Street provided for under the agreement of 1879 the second parties hereby bind themselves to give a like breadth of road or open space along the south side of the infirmary ground with a right of passage for carts and persons on foot across the rails at south-west corner of infirmary ground the second parties paving the crossing in a similar manner as herein-before described for rails.

Seventh.—The second parties to be allowed to close the subway under their railway near the gas works and the first parties to be entitled subject to the approval of the engineers of the second parties to form in the present subway a cistern of concrete work for collecting salt water for watering the streets and to draw water therefrom by a pump placed on the ground of the first parties.

Eighth.—The second parties hereby bind themselves to cede to the first parties as magistrates and town council foresaid for behoof of the community of the burgh the four hundred and forty-four square yards or thereby of ground at or near the north-west of the slaughter-house as shown on plan marked number four subscribed as relative hereto.

Ninth.—The second parties hereby bind themselves to abandon their claims under the arbitration proceedings anent the diverted sewer near the infirmary at present pending betwixt the parties the second parties paying the expenses incurred by the first parties in opposing the claim inclusive of the arbiter's fee, and the costs of the action at the instance of the second parties to enforce the arbitration.

Tenth.—The first parties hereby waive all their right to demand the construction by the second parties of the overbridge at gasworks reserving however to the first parties at any time hereafter at their own cost to form and maintain such if they see fit but that only in such a manner as will not interfere with the lines of railway or any building or loading bank thereat.

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Eleventh.—It is hereby provided that the expense of preparing these presents and necessary conveyances shall be borne by the second parties.

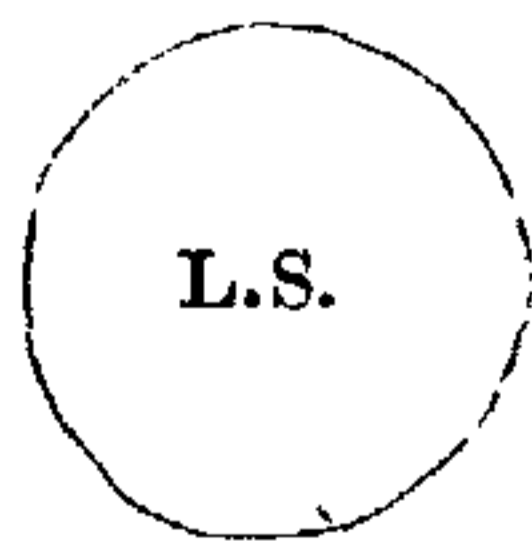
Twelfth.—The entry to the several properties to be ceded by the one party to the other under this agreement shall be as at the last date hereof.

Thirteenth.—The second party shall at their own expense apply for Parliamentary sanction to this agreement so far as relates to the line of railway agreed to under Article first hereof if they should be advised such is necessary.

Fourteenth.—In the event of any question or difference arising between the parties as to the true intent meaning and effect of these presents or the due implement thereof the same are hereby submitted and referred to the amicable decision final sentence and decree arbitral of James Leslie Esquire civil engineer whom failing and of Alexander Leslie Esquire civil engineer Edinburgh and whom also failing of Robert Carstairs Reed Esquire civil engineer Edinburgh as sole arbiter whose decision shall be final and binding upon the parties and the parties consent to the registration hereof and of any decree or decrees arbitral to follow hereon for preservation and execution In witness whereof these presents written upon this and the two preceding pages by James Allan Whitelaw clerk to William White Millar solicitor to the said North British Railway Company Edinburgh are with the declaration that the word "sewer" in the twenty-sixth line of the preceding page is written upon erasure and that the word "of" is interlined so as to read between the words "failing" and "Alexander" in the fourteenth line of this page both before subscription subscribed by George Robertson writer to the signet Edinburgh and the Right Honourable George Harrison lord provost of the city of Edinburgh two of the directors and George Bradley Wieland secretary of the said North British Railway Company and sealed with the corporate seal of said Company all at Edinburgh on the first day of November eighteen hundred and eighty-three before these witnesses John Martin and Robert Paton both clerks in the head office Edinburgh of the said North British Railway Company and are also subscribed by David Lackie provost of Montrose James Mitchell convenor of the Railways Committee of the Town Council of Montrose and George Cooper Myers town clerk of Montrose and clerk to the Police and Improvement Commissioners of the said burgh as duly authorised to subscribe on behalf of the magistrates and Town Council of Montrose all at Montrose on the twelfth day of said month of November and year last mentioned before these witnesses David Crombie Wills town chamberlain of Montrose and Alexander Melville Watt treasurer to the Police Commissioners of Montrose declaring that these presents are executed in duplicate.

JOHN MARTIN, Witness.
ROBT. PATON, Witness.

DAV. C. WILLS, Witness.
A. MELVILLE WATT, Witness.



GEO. ROBERTSON, Director.
GEO. HARRISON, Director.
G. B. WIELAND, N. B. Ry. Coy.
DAVID LACHIE, Provost.
JAMES MITCHELL.
GEO. C. MYERS, Town Clerk.