



CHAPTER xxviii.

An Act to extend the time for the completion of the Railways authorised by the Dundee Suburban Railway Act 1884 and the Dundee Suburban Railway Act 1889 and for other purposes. [20th May 1892.]

A.D. 1892.

WHEREAS by the Dundee Suburban Railway Act 1884 (herein-after called "the Act of 1884") the Dundee Suburban Railway Company (herein-after called "the Company") were incorporated with power to make the railways and works in that Act mentioned:

And whereas by the Dundee Suburban Railway Act 1889 (herein-after called "the Act of 1889") the time limited by the Act of 1884 for the completion of the railways and works by the Act of 1884 authorised was extended for a period of three years from the twenty-eighth day of July eighteen hundred and eighty-nine:

And whereas the Company have served notices to treat in respect of all the lands required for the purposes of the railways and works:

And whereas it is expedient that the time limited by the Acts of 1884 and 1889 for the completion of the railways and works therein mentioned should be further extended:

And whereas the object and purpose 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:—

1. This Act may be cited as the Dundee Suburban Railway Act 1892. Short title.

2. Part II. (Extension of time) of the Railways Clauses Act 1863 is incorporated with and forms part of this Act. Incorporation of part of Act.

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Extension of
time for
completion
of railways.As to ap-
plication of
deposit.

3. The time limited by the Acts of 1884 and 1889 for the completion of the railways and works by those Acts authorised is hereby extended for a period of two years from the twenty-eighth day of July eighteen hundred and ninety-two.

4. Section 51 of the Act of 1884 is hereby repealed and in lieu thereof it is hereby enacted as follows:—

If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers then and in every such case the deposit fund mentioned in section 50 of the Act of 1884 or so much thereof as shall not have been paid to the depositors mentioned in the said section shall be applicable and after due notice in the "Edinburgh Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by the Act of 1884 and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a judicial factor has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such judicial factor or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the depositors. Provided that until the deposit fund has been repaid or re-transferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Agreement
between
parochial
board of
Dundee
Combination
and the
Company
confirmed.

5. The agreement between the parochial board of the combined parishes of Dundee and Liff and Benvie called and known by the name of "the Dundee Combination" of the one part and the Company of the other part set forth in the First Schedule to this Act is by this Act confirmed and shall be binding on the said parochial board and the Company respectively.

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6. The minute of agreement between the Company on the one part and George Watson Neish James Neish Charles Henry Lawrence Neish and Edward William Neish trustees of the late William Neish of Clepington and David Charles Guthrie of Craigie and Robert McGavin of Mid Craigie and Greendykes (all of whom are herein-after included in the expression "the owners") on the other part set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the Company and the owners respectively.

Agreement -
between the
owners of
the estates of
Clepington
Craigie Mid
Craigie and
Greendykes
and the
Company
confirmed.

7. The Company shall not under the powers of any former Act extended by this Act purchase or acquire in any district within the meaning of the Public Health (Scotland) Act 1867 ten or more houses which after the passing of this Act have been or on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

Restriction
on taking
houses of
labouring
class.

For the purposes of this section the expression "labouring class" includes mechanics artisans 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.

8. Nothing in the agreement confirmed by the Act of 1884 (a copy of which is set forth in the Third Schedule to that Act) or in any agreement made under the authority of that Act shall affect the rights of Her Majesty's Postmaster General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster General shall be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is worked by the Caledonian Railway Company and the North British Railway Company neither shall the working of the undertaking of the Company as aforesaid extend to impose upon the Postmaster General the obligation of transmitting under the provisions of the Telegraph Act 1868 or any agreement made in pursuance thereof between the Postmaster General and the Caledonian Railway Company or the North British Railway Company any

Saving for
Postmaster
General.

A.D. 1892. larger number of telegraphic messages of those companies or either of them free of charge than the Postmaster General would have been bound to transmit had such working not been authorised.

Provision as
to general
Railway
Acts.

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

Costs of Act. 10. The costs charges and expenses of and incident to the preparing applying 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.

THE FIRST SCHEDULE.

AGREEMENT between THE PAROCHIAL BOARD of the combined parishes of Dundee and Liff and Benvie called and known by the name of "The Dundee Combination" (herein-after called "the Board") of the one part and THE DUNDEE SUBURBAN RAILWAY COMPANY (herein-after called "the Company") incorporated by the Dundee Suburban Railway Act 1884 (herein-after called "the Act of 1884") of the other part.

WHEREAS the Company is promoting a Bill in the present session of Parliament which at the date hereof is pending in the House of Lords to further extend the time for the completion of the railways and works authorised by the Act of 1884 And whereas the Board are in course of erecting a hospital for sick poor and intend erecting lunatic wards and other buildings on certain land in Dundee through which Railway No. 1 authorised by the Act of 1884 is intended to be constructed in cutting according to the deposited plans and sections referred to in that Act And whereas the Board have presented a petition to the House of Lords against the said Bill And whereas the Company have offered certain terms herein-after set forth to the Board to induce the Board to withdraw their said petition and abstain from further opposing the said Bill in consideration whereof the Board have agreed to do so on this agreement being entered into as

herein-after contained Therefore it is hereby mutually agreed between the Board and the Company as follows namely :— A.D. 1892.

First. The Company shall within nine months after commencing the cutting on the said land for the formation of the said Railway No. 1 provide and construct for the use of the Board and their successors in the said land at a point on the said intended railway equi-distant from either end thereof so far as on the said land or in such other position as the Board may by notice in writing at any time before the commencement of the construction of such bridge direct a good and substantial bridge across the said railway and cutting connecting the two parts of the said land as the same will be intersected by the said railway The said bridge shall be so provided and constructed by the Company in a good and substantial manner and of sufficient strength for cart and carriage traffic over the same and shall be of a width of thirty feet measured between the walls to be erected on both sides thereof as herein-after provided ;

Second. The Company shall erect on both sides of the said bridge a parapet wall built of stone of six feet in height and shall further erect on each of the said parapet walls along the whole length thereof a malleable iron railing of three feet in height in addition or in the option of the Board and after notice to be given by them to the Company as aforesaid shall make the roadway over the said bridge a covered way ;

Third. The Company shall further provide construct and erect along the outside edge of the ground to be acquired by them for the said railway and railway cutting on both sides of the same so far as they intersect the said land a good and substantial stone cope one foot in height and a good and substantial malleable iron railing thereon seven feet in height above said cope so as to afford a complete protection to the inmates of the said hospital and the other buildings which the Board or their successors may erect upon the said land or any part thereof and to all and every user of the said land or any part or portion thereof ;

Fourth. The Company shall provide and construct and erect the said bridge and the said parapet walls and railings thereon or the said covered way and the said copes and railings on both sides of the said railway and railway cutting all as before mentioned in a proper sufficient and workmanlike manner and of appropriate design all to the reasonable satisfaction of the Board or such architect as they may appoint in that behalf and according to plans working drawings and specifications to be previously submitted by the Company to and approved of by the Board or such architect and the Company shall on the completion of the said bridge and parapet walls and railings thereon or covered way and of the said copes and railings on both sides of the said railway upkeep and maintain the same in good condition and repair in all time thereafter ;

Fifth. The Company agree to pay to the Board the whole costs charges and expenses already incurred and to be incurred by the Board in connexion with the said Bill and of and in connexion with the petition presented by them against the same and also in connexion with the carrying out of this agreement and the works herein-before provided for ;

Sixth. This agreement is made and entered into subject to such alterations as Parliament may think fit to make therein and shall be scheduled to and confirmed by the said Bill ;

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Seventh. In consideration of this agreement being entered into and scheduled to and confirmed by the said Bill the Board agree to withdraw their said petition against the said Bill.

In witness whereof these presents consisting of this and the two preceding pages are executed in duplicate by the parties hereto as follows videlicet they are sealed with the common or corporate seal of the said the Dundee Suburban Railway Company at London on the (24th) twenty-fourth day of March one thousand eight hundred and ninety-two before these witnesses Duncan Wilkie Paterson solicitor before the Supreme Courts Edinburgh and Frederick George Parkinson clerk to Ferdinand Strousberg of 14 Regent Street London and are subscribed by Duncan Macdonald chairman James Robertson chairman of the Law and Finance Committee and Thomas Brown inspector of the poor all of and for behoof of and as representing the said Dundee Combination at London on the day month and year last above mentioned before these witnesses William Bruce Dickie solicitor Dundee and William Malcolm parliamentary agent 45 Parliament Street Westminster.

WM. B. DICKIE, Witness.
W. MALCOLM, Witness.

D. MACDONALD,
Chairman of the Board.
JAMES ROBERTSON,
Chairman of Law and Finance Committee of
the Board.
THOMAS BROWN,
Inspector of the Board.

D. W. PATERSON, Witness.
FREDK. G. PARKINSON, Witness.

L.S.

THE SECOND SCHEDULE.

MINUTE OF AGREEMENT between THE DUNDEE SUBURBAN RAILWAY COMPANY of the one part and GEORGE WATSON NEISH JAMES NEISH CHARLES HENRY LAWRENCE NEISH and EDWARD WILLIAM NEISH the Trustees of the late William Neish and DAVID CHARLES GUTHRIE and ROBERT MCGAVIN on the other part.

WHEREAS the Dundee Suburban Railway Company (herein-after called "the Company") are now promoting a Bill in the present session of Parliament intituled "An Act to extend the time for the completion of the Railways authorised by the Dundee Suburban Railway Act 1884 and the Dundee Suburban Railway Act 1889 and for other purposes" And whereas George Watson Neish James Neish Charles Henry Lawrence Neish and Edward William Neish the trustees acting under the will of the late William Neish of Clepington David Charles Guthrie of Craigie and Robert McGavin of Mid Craigie and Greendykes (who are herein-after included in the expression and referred to as "the owners") are opposing such Bill and have presented

a petition to the House of Lords against the same And whereas it has been agreed that such petition and opposition should be withdrawn upon an agreement being entered into Now it is hereby mutually agreed as follows:—

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First. The Company shall within twelve months from the date when the Bill shall receive the Royal Assent acquire and pay for the land in the parish of Dundee and county of Forfar shown on the plans and described in the books of reference deposited in Parliament in respect of the Dundee Suburban Railway Act 1884 required by the Company for the construction of the railways and works by that Act authorised and belonging to the owners and shall implement and carry into effect a minute of agreement dated 10th March 1884 entered into between Frederick Henry Stirling Vice-Admiral in the Royal Navy and others the trustees of the late James Alexander Guthrie of Craigie of the one part and James Thomas Harris of Brookes Hall near Ipswich a General in Her Majesty's Army and Charles Stuart Blair of 3 Pall Mall Place in the county of Middlesex a Colonel in Her Majesty's Army for and on behalf of the promoters of the Company of the other part and ratified and sealed by the Company 27th October same year and also a minute of agreement entered into between the said Robert McGavin of the one part and the said James Thomas Harris and Charles Stuart Blair on behalf of themselves and the other promoters of the Company of the other part dated 10th and 12th June 1884 ;

Second. In the event of the Company failing to acquire and pay for the said lands within the said period they shall ipso facto be deemed to have withdrawn the notices to treat served by them upon the owners in respect of the said lands and the said minutes of agreement between the Company and the trustees of the said late James Alexander Guthrie and Robert McGavin shall from and after the expiry of the said period be null and void and the owners shall be at liberty to deal with the said lands as they see fit and as if the Dundee Suburban Railway Acts of 1884 and 1889 had never been passed Provided always that the Company shall not thereby be released from any liability in respect of any claim or claims competent to the owners under the Railways Clauses Consolidation (Scotland) Act 1845 the Railway Clauses Act 1863 and the Company's special Acts or from any liability to make full compensation to the owners for all injury or damage sustained by them by reason of the failure of the Company to purchase the said lands pursuant to the said notices to treat and the said minutes of agreement and the amount of such compensation shall be determined in manner provided by the Lands Clauses Consolidation (Scotland) Act 1845 as amended by any subsequent Act for determining the amount of compensation paid for lands taken under the provisions thereof ;

Third. The amount of the purchase money or compensation to be paid to the owners in so far as not already agreed on shall failing agreement between the owners and the Company be determined by arbitration in manner provided by the Lands Clauses Consolidation (Scotland) Act 1845 for the settlement of questions of disputed compensation ;

Fourth. The owners shall on the execution of this agreement withdraw their said petition against the said Bill ;

Fifth. This agreement is made subject to such alterations as Parliament may see fit to make therein and shall be scheduled to and confirmed by the said Bill.

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In witness whereof these presents written on this and the two preceding pages are executed in duplicate as follows videlicet they are sealed with the corporate seal of the Company at London on the twenty-third day of March in the year one thousand eight hundred and ninety-two before these witnesses Duncan Wilkie Paterson solicitor Supreme Courts Edinburgh and Frederick George Parkinson clerk to Ferdinand Strousberg of fourteen Regent Street London and are subscribed by the owners as follow by the said George Watson Neish before these witnesses George Booth and Harry Edmund Burlton both clerks to Neish and Howell solicitors London and by the said Charles Henry Lawrence Neish before these witnesses George Thomas Woolford and Arthur Cavey his clerks at London both on the twenty-ninth day of said month and year last mentioned by James Neish before these witnesses William Henry Gray clerk and Helen Louisa Mack housekeeper both to the said Neish and Howell and by Edward William Neish before these witnesses the said Harry Edmund Burlton and George Booth both on the thirtieth day of said month and year last mentioned by Robert McGavin at Dundee on the thirty-first day of said month and year last mentioned before these witnesses John Shiell solicitor Dundee and Frank Sime his clerk and by David Charles Guthrie at Newton Rugby on the second day of April in the year last mentioned before these witnesses Arthur Nicholson his butler and Charles Lake his footman.

GEO. BOOTH, Witness.

H. E. BURLTON, Witness.

W. H. GRAY, Witness.

H. L. MACK, Witness.

GEO. T. WOOLFORD, Witness.

A. CAVEY, Witness.

GEO. BOOTH, Witness.

H. E. BURLTON, Witness.

JOHN SHIELL, Witness.

FRANK SIME, Witness.

ARTHUR NICHOLSON, Witness.

CHARLES LAKE, Witness.

D. W. PATERSON, Witness.

FREDK. G. PARKINSON, Witness.

G. W. NEISH.

JAMES NEISH.

CHARLES H. L. NEISH.

E. W. NEISH.

ROBERT MCGAVIN.

D. C. GUTHRIE.

L.S.

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