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An Act for enabling the Caledonian Railway Company to abandon certain authorized Railways; for sanctioning the acquisition by that Company of certain Land; for altering the mode of raising a portion of their authorized Share Capital; for authorizing the amalgamation of the Crieff and Methven Junction Railway Company with the Company, and Agreements with other Companies and Parties; and for other purposes. [26th July 1869.] A.D. 1869.

WHEREAS by "The Caledonian Railway Act, 1845," the Caledonian Railway Company (in this Act called "the Company") were incorporated: 8 & 9 Vict. c. clxii.

And whereas by "The Caledonian Railway (Balerno Branch) Act, 1865," "The Caledonian Railway (Greenock and Gourock Extensions) Act, 1866," "The Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866," and "The Caledonian Railway (Branches and Station) Act, 1867," the Company were authorized to construct certain railways and other works described in those Acts respectively: 28 & 29 Vict. c. clxi. 29 & 30 Vict. c. ccxlvi. 29 & 30 Vict. c. cccxlii. 30 & 31 Vict. c. lx.

And whereas by "The Greenock Port and Harbours Act, 1867," a certain agreement (of which a copy is contained in the schedule to that Act) between the trustees of the port and harbours of Greenock, the Company, and the Greenock and Ayrshire Railway Company was confirmed: 30 & 31 Vict. c. xxxv.

And whereas it is expedient that the Company should be authorized to abandon the construction of the railway authorized by the second recited Act, the several railways authorized by the third recited Act, the several railways authorized by the fourth recited Act, which are therein called respectively line No. 1, line No. 2, line No. 3, line No. 9, and line No. 10, a portion of the railway authorized by the last-mentioned Act, which is therein called line No. 4, the railways

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authorized by the fifth recited Act, which are therein called the Haywood and Addiewell Branch and the South Cobinshaw Branch, and that portion of the railway authorized by the last-mentioned Act, and therein called the Lawhead and Cleuch Branch, which has not been already constructed; and that the agreement herein-before mentioned which was entered into with reference to the railways authorized by the third recited Act, and now to be abandoned as aforesaid, should be cancelled and annulled, and that the heads of agreement which have been entered into between the same parties in lieu thereof, of which a copy is contained in the Schedule (A.) to this Act annexed, should be sanctioned and confirmed:

And whereas it is expedient that the amounts of money which the Company are by the third and fifth recited Acts empowered to raise should be restricted, and that the Company should be authorized to apply such restricted amounts of money, and also the monies raised by them under the powers of the second and fourth recited Acts, so far as not required for the purposes of those four Acts as modified by this Act, towards the other purposes of their undertaking:

28 & 29 Vict. c. ccxc.

And whereas by "The Caledonian Railway (Muirkirk Branch) Act, 1865," the Company were authorized to construct the branch railway therein and in this Act called the Muirkirk Branch, and to raise for the purposes thereof the sum of one hundred and sixty thousand pounds by the issue of new ordinary or preference shares or stock in their capital; and whereas the periods limited by that Act for the completion of the Muirkirk Branch, and for the compulsory purchase of lands for the purposes thereof, were extended by "The Caledonian Railway (Abandonment, Extension of Time, &c.) Act, 1868," but in order to facilitate the raising of the said sum, and to enable the Company to acquire the said lands and complete the Muirkirk Branch within such extended periods, it is expedient that they should be empowered to confer upon the persons to whom such shares or stock may be issued a preferable lien for the dividends thereon over the revenue arising from the traffic on the Muirkirk Branch, and to enter into agreements with such persons in respect thereto:

31 & 32 Vict. c. cv.

And whereas in the year one thousand eight hundred and sixty-five certain land in that part of the city of Glasgow called Blythswoodholm was acquired with the funds and for behoof of the Company, and vested in the then chairman, deputy chairman, and secretary of the Company in order that the same might be held in trust for the Company, with a view to the formation thereon of a central station, and the connexion with and at that station of the

several lines of the Company which have their termini in the said city, and in contemplation of the introduction in the following session of Parliament of a bill for authorizing those objects; and such bill was accordingly introduced, but was withdrawn in consequence of the very large expenditure which it was subsequently found would be required for the formation of the railways necessary for effecting the said connexion:

And whereas, although the acquisition of the said land and the expenditure of the funds of the Company thereon were approved of at general meetings of the shareholders of the Company, yet doubts have been entertained whether, in the absence of special authority from Parliament, such acquisition was within the powers conferred by the Acts of the Company and by section thirty-eight of "The Railways Clauses Consolidation (Scotland) Act, 1845," incorporated therewith, and it is expedient that the said acquisition should be specially sanctioned, and that the Company should be authorized to hold the said land, and to dispose thereof in lots from time to time when the same can be done with advantage:

And whereas under the provisions of "The Alyth Railway Act, 1864," and of "The Caledonian and Scottish North-eastern Railways Amalgamation Act, 1866," the Company are lessees in perpetuity of the Alyth Railway, formed under the powers of "The Alyth Railway Act, 1858," and it is expedient that they should be empowered to take and acquire certain land at Alyth for station purposes in connexion with the station of the said railway at that place; and whereas a plan of the said land, and a book of reference thereto, have been deposited for public inspection in the office at Perth of the principal sheriff clerk of the county of Perth, which are herein-after referred to as the deposited plan and book of reference:

27 & 28 Vict. c. lxxxii. 29 & 30 Vict. c. cccl. 21 & 22 Vict. c. xliii.

And whereas by "The Caledonian and Scottish North-eastern Railways Amalgamation Act, 1866," it was provided that all the powers of the Scottish North-eastern Railway Company as to the raising of further capital, which at the commencement of the said Act should be subsisting and not then exercised, or not fully exercised, should continue in force and might be exercised by the Company in like manner and to the same extent as they might have been exercised by the Scottish North-eastern Railway Company if the said Act had not been passed, and by "The Scottish North-eastern Railway Amendment Act, 1862," the Scottish North-eastern Railway Company had been authorized to raise, inter alia, a sum of ninety thousand pounds by the creation and issue of new preference shares; but no part of the said sum was raised by that

29 & 30 Vict. c. cccl.

25 & 26 Vict. c. lxiv.

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Company, or has yet been raised by the Company, and it is expedient that the Company should be authorized to raise the same by the creation and issue of shares or stock in their own undertaking, either ordinary or preference, and on such terms and conditions as the Company may think fit:

27 & 28 Vict. c. clxxxix. 29 & 30 Vict. c. cccl. 31 & 32 Vict. c. cv.

And whereas under the powers and provisions of "The Crieff and Methven Junction Railway Act, 1864," "The Caledonian and Scottish North-eastern Railways Amalgamation Act, 1866," and "The Caledonian Railway (Abandonment, Extension of Time, &c.) Act, 1868," the Company are now the holders of the whole of the share capital of the Crieff and Methven Junction Railway Company, and are thus vested with all the powers of that Company, and it is expedient that that Company should be dissolved, and that their undertaking should be amalgamated with and become in all respects a part of the undertaking of the Company:

26 & 27 Vict. c. xxvi. 28 & 29 Vict. c. ccxxix.

And whereas under the powers and provisions of "The Busby Railway Act, 1863," and "The Busby Railway (Kilbride Extension) Act, 1865," the Company are authorized and required to maintain and work in perpetuity the railways authorized by those Acts, and to contribute to the undertaking of the Busby Railway Company to the extent of thirty thousand pounds in the whole, and to take and hold shares or stock to that extent in the capital of that Company, and it is expedient that for the purpose of enabling the Busby Railway Company to complete the said railways the Company should be authorized to contribute to and hold shares or stock in the Busby Railway Company to a further extent:

30 & 31 Vict. c. cxvi.

And whereas under the powers of "The Solway Junction Railway Act, 1867," the Company have contributed to the undertaking of the Solway Junction Railway Company the sum of sixty thousand pounds, and are holders of shares in the capital of that Company to the extent of that sum; and during the dependence in Parliament of the bill for that Act, and in contemplation of the passing thereof, and of the said contribution being authorized and made, certain heads of agreement (of which a copy is contained in the Schedule (B.) to this Act annexed) were entered into between the Company and the Solway Junction Railway Company with respect to the said contribution, and the working by the Company of the railways of the Solway Junction Railway Company, and other matters, and it is expedient that the said heads of agreement should, subject to the provisions herein-after contained, be sanctioned and confirmed:

8 & 9 Vict. c. clxii.

And whereas during the dependence in Parliament of the bill for "The Caledonian Railway Act, 1845," an arrangement was made

between the promoters of the said bill, who by that Act were incorporated as the Company, on the one part, and the now deceased Sir Thomas Gibson Carmichael, of Skirling, Baronet, then proprietor of the estate of Hailes in the parish of Colinton and county of Edinburgh, through which the original line of railway of the Company was formed, on the other part, which arrangement was embodied in sections twenty-four, twenty-five, and twenty-six of that Act; and whereas an agreement (of which a copy is contained in the Schedule (C.) to this Act annexed) for altering the said arrangement has been entered into between the Company of the first part, and Sir William Henry Gibson Carmichael, of Skirling, Baronet, the heir of entail now in possession of the said estate, with consent and concurrence of himself as administrator in law for his three children, Thomas David Gibson Carmichael, George Henry Gibson Carmichael, and John Murray Gibson Carmichael, and of Mrs. Sophia Caroline Gibson Carmichael or Reid, wife of Francis Nevile Reid, Esquire, and her said husband Francis Nevile Reid, Sir William Gibson Craig of Riccarton, Baronet, and James Henry Gibson Craig, Esquire, advocate, the said Mrs. Sophia Caroline Gibson Carmichael or Reid, Sir William Gibson Craig, and James Henry Gibson Craig, being the three heirs of entail next entitled to succeed to the said estate, not being descendants of the said heir in possession, of the second part; and it is expedient that the said agreement should, subject to the provision herein-after contained, be sanctioned and confirmed, and that the above-mentioned sections of the said Act should be repealed:

And whereas it is expedient to extend the period limited by the Acts of the Company, and "The Companies Clauses Consolidation (Scotland) Act, 1845," and "The Companies Clauses Consolidation Act, 1845," incorporated with those Acts, for closing the register of transfers previously to each ordinary meeting of the Company:

And whereas by sections forty-six and forty-seven of the fourth recited Act, and sections twenty-three and twenty-four of "The Glasgow and South-western Railway (Additional Powers) Act, 1866," the Company and the Glasgow and South-western Railway Company were specially empowered from time to time to enter into working and traffic agreements with each other, and it is expedient that those enactments should be repealed: 29 & 30 Vict. c. ccii.

But 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

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

Short title.

1. This Act may be cited for all purposes as "The Caledonian Railway (Abandonment, &c.) Act, 1869."

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

2. "The Companies Clauses Consolidation (Scotland) Act, 1845," Part I. (relating to cancellation and surrender of shares) and Part II. (relating to additional capital) of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation (Scotland) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (Scotland) Act, 1845," and Part V. (relating to amalgamation) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act; and all the provisions of "The Companies Clauses Consolidation (Scotland) Act, 1845," so incorporated with this Act, which relate to stock into which shares in the capital of the Company have been converted or consolidated, shall apply to the stock which the Company are by this Act authorized to issue, and to the holders thereof.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; and in this Act, and those Acts as applied to this Act, the expression "the Company" means the Caledonian Railway Company, and the expression "the special Act" means this Act.

Abandonment of certain authorized railways.

4. The Company shall abandon the construction of the railways and portions of railways herein-after described, and the subsidiary works connected therewith respectively; (that is to say,)

(1.) The railway authorized by "The Caledonian Railway (Balerno Branch) Act, 1865," and therein called the "Balerno Branch," commencing by a junction with the main line of the Caledonian Railway from Carlisle to Edinburgh near the booking office of the Slateford station of that railway, and terminating near Balerno Bridge in the parish of Currie, by which the road leading from Currie by New Mills to Balerno is carried over the Water of Leith:

(2.) The railway authorized by "The Caledonian Railway (Greenock and Gourock Extensions) Act, 1866," and therein called "line No. 1," commencing by a junction with the Glasgow, Paisley, and Greenock Railway, about five chains south-eastward from where that railway crosses

Bogle Street in the town of Greenock, and terminating about five chains southward from the point of intersection of Brougham Street and Forsyth Street in the said town:

(3.) The railway authorized by the last-mentioned Act, and therein called "line No. 2," commencing by a junction with line No. 1, above described, about two chains southward from the junction of Robertson Street and Brisbane Street in the town of Greenock, and terminating at or near the waiting room at Gourock pier:

(4.) The railway authorized by the last-mentioned Act, and therein called "line No. 3," commencing by a junction with line No. 1, above described, about five chains southward from the point of intersection of Brougham Street and Forsyth Street, in the town of Greenock, and terminating at or near the northern corner of the Albert harbour of Greenock:

(5.) The branch railway authorized by "The Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866," and therein called "line No 1," commencing in the parish of Carluke and county of Lanark by a junction with the main line of the Caledonian Railway near the bridge over that line about two furlongs and a half northward from the farmsteading of Brackenhill, and terminating in the parish of Shotts and county of Lanark by a junction with the railway authorized by and described as railway No. 1 in "The Caledonian Railway (Cleland and Midcalder Railway and Branches) Act, 1865," about four chains south-westward from the farmsteading of Calderhead:

(6.) The branch railway authorized by "The Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866," and therein called "line No. 2," commencing in the parish of Carluke by a junction with the said branch railway called in that Act line No. 1 about eight chains westward from North Hyndshaw smithy, and terminating in the same parish about five chains south-eastward from the eastmost blast furnace of Castlehill ironworks:

(7.) The branch railway authorized by the last-mentioned Act, and therein called "line No. 3," commencing in the parish of Cambusnethan and county of Lanark by a junction with the said branch railway called in that Act line No. 1 about one furlong and a half south-eastward from the farmsteading of Southdyke, and terminating in the parish of Carnwath and county of Lanark by a junction with the

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line of railway, in extension of the Company's Wilsontown Branch, authorized by "The Caledonian Railway (Additional Powers) Act, 1865," at or near the termination of the said authorized line:

(8.) The portion of the branch railway authorized by "The Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866," and therein called "line No. 4," commencing in the parish of Carluke at the point of junction therewith of the branch railway authorized by that Act, and therein called "line No. 5," about three furlongs south-eastward from the farmsteading of Eastend, and terminating in the same parish about three furlongs eastward from the farmsteading of Mauldslie Mains:

(9.) The branch railway authorized by the last-mentioned Act, and therein called "line No. 9," (called in the plans, sections, and book of reference deposited with reference to the said Act "No. 12,") commencing in the parish of West Calder and county of Edinburgh by a junction with the main line of the Caledonian Railway, where the Bog or Cobinshaw Burn is carried under the said main line by a culvert about two furlongs and a half south-eastward from the farmsteading of Kiprig, and terminating in the same parish about four furlongs and a half south-westward from the farmsteading of Harburnhead:

(10.) The branch railway authorized by the last-mentioned Act, and therein called "line No. 10," (called in the last-mentioned deposited plans, sections, and book of reference "No. 13,") commencing in the parish of Blantyre and county of Lanark by a junction with the Hamilton and Strathaven Railway at or near the bridge by which that railway is carried over the public road which leads from High Blantyre by Hunthill to Barnhill, and terminating by a junction with the extension of the Busby Railway authorized by "The Busby Railway (Kilbride Extension) Act, 1865," at or near the authorized termination thereof, about half a furlong north-eastward from the United Presbyterian Church in the village of East Kilbride:

(11.) The railway authorized by "The Caledonian Railway (Branches and Station) Act, 1867, and therein called the "Haywood and Addiewell Branch," commencing by a junction with the Wilsontown Branch of the Caledonian Railway about one furlong westward from the houses of Lower Haywood in the parish of Carnwath in the county

of Lanark, and terminating by a junction with the railway called railway No. 1 in and authorized by "The Caledonian Railway (Cleland and Midcalder Railway and Branches) Act, 1865," about thirteen chains westward from the farmsteading of Burngrange in the parish of West Calder in the county of Midlothian:

(12.) That portion of the railway authorized by "The Caledonian Railway (Branches and Station) Act, 1867," and therein called the "Lawhead and Cleuch Branch," which has not been already constructed, commencing at a point one mile and sixteen chains or thereabouts, as shown on the deposited plans referred to in the said Act, from the commencement of the said branch at its junction with the Wilsontown Branch of the Caledonian Railway, and terminating on the west side of the turnpike road leading from Carnwath to Wilsontown, about two furlongs southward from Cleuch House in the parish of Carnwath:

(13.) The railway authorized by the last-mentioned Act, and therein called the "South Cobinshaw Branch," commencing by a junction with the Tarbrax Branch authorized by that Act about two and a half furlongs northward from Greenfield House in the parish of Carnwath, and terminating about five furlongs eastward from the farmsteading of South Cobinshaw, in the parish of West Calder:

And section eighteen of "The Caledonian Railway (Balerno Branch) Act, 1865," section seventeen of "The Caledonian Railway (Greenock and Gourock Extensions) Act, 1866," section sixteen of "The Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866," and section seventeen of "The Caledonian Railway (Branches and Station) Act, 1867," so far as those sections relate to the railways and portions of railways herein-before required to be abandoned, are hereby repealed.

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

5. The abandonment by the Company under the authority of this Act of the said railways and works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of "The Lands Clauses Consolidation (Scotland) Act, 1845," for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of railway, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation in accordance with the provisions

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in that behalf of "The Railways Clauses Consolidation (Scotland) Act, 1845," for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the last-mentioned Act, or in the Acts herein-before recited by which the construction of the said railways and works which the Company are by this Act required to abandon was authorized.

Compensation to be made in respect of railways abandoned.

6. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any of the railways or works authorized to be abandoned by this Act, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice; and the amount and application of the compensation shall be determined in manner provided by "The Lands Clauses Consolidation (Scotland) Act, 1845," for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Annulling agreeement confirmed by the Greenock Port and Harbours Act, 1867, and confirming new agreement.

7. The agreement herein-before mentioned between the trustees of the port and harbours of Greenock, the Company, and the Greenock and Ayrshire Railway Company, which was confirmed as aforesaid by "The Greenock Port and Harbours Act, 1867," is hereby cancelled and annulled, and in lieu thereof the heads of agreement between the same parties, dated the third and fourth days of May one thousand eight hundred and sixty-nine, of which a copy is contained in the Schedule (A.) to this Act annexed, are hereby sanctioned and confirmed.

Power to raise money under the Greenock and Gourock Extensions Act, 1866, restricted.

8. The Company shall not under the powers of "The Caledonian Railway (Greenock and Gourock Extensions) Act, 1866," raise by the issue of ordinary or preference shares or stock any greater sum than two hundred and seventy thousand pounds, nor shall the Company under the powers of that Act borrow or issue debenture stock for any greater sum than ninety thousand pounds; and section ten of that Act shall be read as if the additional capital therein referred to were two hundred and seventy thousand pounds instead of four hundred and ten thousand pounds, and the sum thereby authorized to be borrowed were ninety thousand pounds instead of one hundred and thirty-six thousand six hundred pounds: Provided always, that the Company shall not under the powers of the last-mentioned Act

raise by the issue of shares or stock any greater sum than two hundred and ten thousand pounds, nor borrow or issue debenture stock for any greater sum than seventy thousand pounds, unless and until an Act shall have been passed as herein-after provided for making a railway from the Caledonian Railway near the village of Slateford to the westward of Newmills farmsteading.

Power to raise money under the Branches and Station Act, 1867, restricted.

9. The Company shall not under the powers of "The Caledonian Railway (Branches and Station) Act, 1867," raise by the issue of ordinary or preference shares or stock any greater sum than ninety-five thousand pounds, nor shall the Company under the powers of that Act borrow or issue debenture stock for any greater sum than thirty-one thousand six hundred pounds; and section ten of that Act shall be read as if the additional capital therein referred to were ninety-five thousand pounds instead of one hundred and forty thousand pounds, and the sum thereby authorized to be borrowed were thirty-one thousand six hundred pounds instead of forty-six thousand six hundred pounds.

Altering application of funds under certain of the recited Acts.

10. The Company may apply towards the purposes of their other Acts of Parliament and of this Act any of the monies raised by them under the powers of "The Caledonian Railway (Balerno Branch) Act, 1865," (subject to the provision herein-after contained for setting apart and consigning or investing the sum of sixty thousand pounds thereof for the purposes of a railway in substitution for the railway authorized by that Act), and also any of the monies raised by them under the powers of "The Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866," and of the monies which they are authorized to raise by "The Caledonian Railway (Greenock and Gourock Extensions) Act, 1866," and "The Caledonian Railway (Branches and Station) Act, 1867," as restricted by this Act, which are not required for the purposes of those four Acts as modified by this Act: Provided always, that out of the monies which the Company are authorized to raise by "The Caledonian Railway (Greenock and Gourock Extensions) Act, 1866," as modified by this Act, the Company shall apply the sum of seventy thousand pounds exclusively towards the purchase of rolling stock, and the sum of ninety-five thousand pounds exclusively in paying off mortgages to that amount granted by the Company under the powers of "The Caledonian Railway and Forth and Clyde Navigation Companies Act, 1867," without prejudice to the right of the Company to reborrow the said sum or any part thereof under the powers of that Act, provided the same be applied exclusively to the purposes authorized and prescribed thereby.

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As to future application to Parliament respecting branch railway to Balerno.

11. The Company shall in the next and, if necessary, in the following session of Parliament bonâ fide introduce a bill, and prosecute and use their best endeavours to obtain an Act, for making and maintaining a single line of railway commencing by a junction with the main line of the Caledonian Railway from Carlisle to Edinburgh near the village of Slateford, and proceeding in or nearly in the course and direction of the railway authorized by "The Caledonian Railway (Balerno Branch) Act, 1865," and terminating to the westward of Newmills farmsteading in the parish of Currie: Provided always, that if the Company shall have bonâ fide applied for and prosecuted and used their best endeavours to obtain such Act during the next two sessions of Parliament, and if they shall have failed to obtain such Act from any cause other than the rejection by Parliament of both applications for the same on the merits, the Company shall bonâ fide renew such application, and prosecute and use their best endeavours to obtain such Act in the session of Parliament immediately following the said two sessions: Provided also, that if the Company shall not in the now next session of Parliament bonâ fide apply for and prosecute and use their best endeavours to obtain such Act, or if they shall, notwithstanding such bonâ fide endeavours, fail in that session to obtain such Act, and if they shall in the immediately succeeding session fail bonâ fide to apply for and prosecute and use their best endeavours to obtain such Act, the Board of Trade, if they shall be of opinion that such Act has not been passed in consequence of any failure on the part of the Company, or of any other cause except its rejection on the merits by a committee of either House of Parliament, may direct application to be made in the session of Parliament immediately succeeding that in which the Company shall so fail as aforesaid for such Act in the name of such person or persons as they shall think fit; and the costs of such person or persons, and all expenses necessarily incurred in or for the purposes of such application, shall be a debt due to the Crown and recoverable against the Company accordingly.

Company bound to construct that branch within a certain period.

12. The Company shall be bound within three months after the passing of the Act authorizing the construction of such last-mentioned railway, whether such Act shall be passed on the application of the Company or on the application to be made on the authority of the Board of Trade, to contract for the construction of the railway thereby authorized, and the said railway shall be completed and opened for public traffic within two years and six months after the passing of the said Act.

Setting aside capital for construction of Balerno branch.

13. The Company shall within twelve months after the passing of this Act set apart and consign in bank or invest a sum of sixty thousand pounds, which sum, together with the interest from time to time accruing thereon under such consignment or investment, shall remain so consigned or invested, and shall not be applied to any purposes other than the construction of the last-mentioned railway, unless and until the several applications to Parliament herein-before provided for in respect thereto shall have failed; and if power shall be granted by Parliament to construct such railway, the said sum of sixty thousand pounds and the accumulated interest thereon shall be applied only in or towards payment of the expense of constructing the same.

Shares created under the Muirkirk Branch Act may be issued with lien over the revenue of that branch.

14. The Company may, if they think fit, assign to the shares or stock which they may issue under the powers of "The Caledonian Railway (Muirkirk Branch) Act, 1865," or to any portion thereof, a real lien and security for the dividend or interest payable in respect of such shares or stock over the railway and works by that Act authorized to be constructed, and the whole tolls, rates, and charges, and other revenues received thereon, and in that event the holders for the time being of the shares or stock to which such lien is assigned shall in all time thereafter possess and enjoy the said lien; but such lien shall be postponed to all mortgages and debenture stock which the Company may grant or issue under the powers of that Act, and to all renewals of such mortgages, and to those only; and the Company may, if they think fit, enter into agreements with the persons to whom the said shares or stock may be issued with reference to the matters aforesaid.

Lien may be enforced by appointment of a judicial factor.

15. If within six months after the expiration of any half year in respect of which dividend or interest is payable upon the shares or stock to which such lien is assigned any part of such dividend or interest is not paid, any one or more of the holders of such shares or stock, the dividend or interest payable on which is so in arrear, holding individually or collectively such shares or stock to the nominal amount of ten thousand pounds, may require the appointment of a judicial factor.

Appointment, powers and duties of judicial factor.

16. Every such application for a judicial factor shall be made to the Court of Session, and on such application the court, by order in writing, after hearing the parties, may appoint some person to receive the whole or a competent part of the tolls, rates, and charges arising on the Muirkirk Branch until all the arrears of dividend or interest due on the shares or stock entitled to such lien as aforesaid, with all costs, including the cost of receiving such tolls, rates, and

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charges, are fully paid; and upon such appointment being made all such tolls, rates, and charges shall be paid to and received by the person so appointed, and all money so received shall be deemed so much money received by or to the use of the several persons interested in the same; and the judicial factor shall distribute rateably among all the holders of shares or stock entitled to such lien, to whom such dividend or interest is in arrear, the money which so comes into his hands, after applying a sufficient part thereof in satisfaction of the interest on the mortgages or debenture stock which may have been granted or issued by the Company under the powers of "The Caledonian Railway (Muirkirk Branch) Act, 1865," or on any renewals thereof; and as soon as the full amount of the dividend or interest in arrear as aforesaid has been so paid, the powers of the judicial factor shall cease, and he shall account to the Company for his acts and intromissions and for the sums received by him, and shall pay over to the Company any balance that may be in his hands: Provided always, that nothing herein contained shall prejudice the rights of the holders of mortgages or debenture stock granted or issued by the Company under the powers of the last-mentioned Act to enforce the payment of the arrears due to them thereon by the appointment of a judicial factor.

Power to hold and dispose of land at Blythswoodholm.

17. The acquisition of the said land at Blythswoodholm for behoof of the Company, and the expenditure of the funds of the Company in payment of the price thereof, and of the interest on such price, and of the feu duties exigible in respect of the said land, are hereby sanctioned and confirmed, and the Company are hereby authorized to hold the said land, and from time to time to sell or feu out the same in such lots as they may find expedient: Provided always, that if the Company shall not have sold or feued out the said land within seven years after the passing of this Act, the same shall be subject to all the provisions of "The Lands Clauses Consolidation (Scotland) Act, 1845," "with respect to lands acquired by the promoters of "the undertaking under the provisions of this or the special Act or "any Act incorporated therewith, but which shall not be required "for the purposes thereof."

Power to take land at Alyth for station purposes.

18. Subject to the provisions of this Act, the Company may enter upon, take, and use the land at Alyth delineated on the deposited plan and described in the deposited book of reference, for station purposes in connexion with the station of the Alyth Railway at that place.

Alteration of terms of issue of cer

19. The Company may from time to time raise by the creation and issue of new ordinary shares or stock, or of new preference shares

or stock, in their capital, on such terms and conditions and bearing such rate of dividend as the Company may think fit, or, at the option of the Company, by any one or more of those modes, the sum of ninety thousand pounds, which under the powers of "The Scottish North-eastern Railway Amendment Act, 1862," transferred to the Company by "The Caledonian and Scottish North-eastern Railways Amalgamation Act, 1866," the Company are authorized to raise by the creation and issue of preference shares.

tain shares authorized by the Scottish North-eastern Railway Amendment Act, 1862.

20. If in any year ending on the thirty-first day of January there are not profits available for the payment of the full amount of preferential dividend for that year on any such new preference shares or stock, no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Limiting profits out of which preferential dividends are payable.

21. The Company shall not issue any share or stock created under the authority of this Act, nor shall any such share or stock vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share or stock shall have been paid in respect thereof.

Shares not to issue until one fifth paid up.

22. Each holder of new shares or stock in the capital by this Act authorized to be raised shall be entitled to the same number of votes in respect thereof which the possession of an equal nominal amount of the capital authorized by the first recited Act would have conferred upon him.

Votes in respect of new shares.

23. The monies raised under this Act shall be applied in the first instance for the purposes to which the said sum of ninety thousand pounds authorized to be raised by "The Scottish North-eastern Railway Amendment Act, 1862," is applicable, and, subject thereto, shall be applied to the purposes authorized by this Act and the other Acts relating to the Company, and to those purposes only.

Application of monies.

24. The Crieff and Methven Junction Railway Company are hereby dissolved and amalgamated with the Company, and their separate share capital is hereby cancelled, and their undertaking is hereby transferred to and vested in the Company, and shall henceforth be held to be a part of the undertaking of the Company.

Crieff and Methven Junction Company dissolved, &c.

25. The provisions and enactments of "The Crieff and Methven Junction Railway Act, 1864," with respect to tolls, rates, and charges, are hereby repealed, and in lieu of the tolls, rates, and charges authorized by that Act the Company may demand and take in respect of the use of the railways thereby authorized, and of carriages and engines thereon, and in respect of accommodation and

Regulating tolls and charges on Crieff and Methven Junction Railway.

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services provided by them in connexion with those railways, any tolls, rates, and charges not exceeding the tolls, rates, and charges which the Company are by sections thirty-four to forty-five inclusive of "The Caledonian and Scottish North-eastern Railways Amalgamation Act, 1866," authorized to demand and take in respect of the use of the railways transferred to them by that Act, and of carriages and engines thereon, and in respect of accommodation and services provided by them in connexion therewith.

Power to contribute additional funds to Busby Railway Company, and to enter into agreements with respect thereto.

26. The Company may, if they think fit, with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, contribute and apply their funds to the amount of twenty-two thousand pounds, towards the undertaking of the Busby Railway Company, in addition to the sums already authorized to be contributed by the Company to that undertaking as aforesaid, and may take and hold additional shares or stock in the capital of the Busby Railway Company to an extent corresponding to that amount, and shall in respect of such additional shares or stock have all the powers, rights, and privileges, and be subject to all the obligations and liabilities, of proprietors of shares or stock in that Company, and the Company and the Busby Railway Company may enter into agreements with each other with regard to such contribution, and to the shares or stock to be allocated to the Company in respect thereof: Provided always, that the Company shall not sell, dispose of, or transfer any of such shares or stock in the Busby Railway Company: Provided also, that the Company shall not vote in respect of any shares or stock taken or held by the Company in the capital of the Busby Railway Company, in relation to the approval or assent of the Busby Railway Company to any contract or agreement which may be entered into with the Company.

Confirming agreement with Solway Junction Railway Company.

27. The heads of agreement between the Company and the Solway Junction Railway Company, dated the twenty-second day of March one thousand eight hundred and sixty-seven, of which a copy is contained in the Schedule (B.) to this Act annexed, are hereby sanctioned and confirmed.

Facilities to be afforded to traffic of Glasgow and South-western Railway Company.

28. During the continuance of the agreement between the Company and the Solway Junction Railway Company confirmed by this Act, the Company and the Solway Junction Railway Company and the joint committee appointed under the said agreement shall afford, and the Glasgow and South-western Railway Company shall be entitled to claim, for the purposes of all traffic whatever, whether passengers, goods, minerals, or other things, from time to time and

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at all times, the right, so far as the Company or the Solway Junction Railway Company, or the said joint committee, have power to grant such right, to book and invoice through to or from every or any station or place on the Furness, the late Whitehaven and Furness Junction, the late Whitehaven Junction, the Whitehaven, Cleator, and Egremont, and the late Cockermouth and Workington Railways respectively, or to or from every or any station or place beyond those several railways respectively, from or to stations or places on the Glasgow and South-western Railway north of Annan, or from or to every or any station or place beyond that railway, all such traffic delivered to the Company or the Solway Junction Railway Company, or the said joint committee, at Brayton or Annan; and the Company and the Solway Junction Railway Company, and the said joint committee, shall at all times forward such traffic with due diligence, and afford in respect thereof all needful accommodation, facilities, and conveniences at and over the Solway Junction Railway and every part thereof, and at the stations, works, and conveniences thereon, by the ordinary trains of the Company, and if and when needful by additional trains, and shall, so far as they have power to do so, grant through booking and invoicing, and through rates, and, as far as reasonably may be, through waggons, trucks, and carriages, and shall at all times and in all respects conduct, forward, and carry on and accommodate all such traffic to, from, and beyond the Glasgow and South-western Railway on equal terms with, and with equal diligence and despatch, and as well as if it were the proper traffic of the Company; and all traffic passing from any station or place on or beyond the Glasgow and South-western Railway, viâ Annan, to any station or place on the Furness, the late Whitehaven and Furness Junction, the late Whitehaven Junction, the Whitehaven, Cleator, and Egremont, and the late Cockermouth and Workington Railways respectively, shall, unless otherwise consigned by parties entitled to consign the same other than the Glasgow and South-western Railway Company, be delivered by that Company to the Company or the Solway Junction Railway Company, or the said joint committee, at Annan Junction, and shall not be carried by the Glasgow and South-western Railway Company to Carlisle: Provided always, that out of the through rate or fare, or portion of through rate or fare, leviable in respect of the passage over the Solway Junction Railway and the Glasgow and South-western Railway, under the facilities and privileges hereinbefore mentioned, of traffic for which the Solway Junction Railway between Brayton and Kirtlebridge would have formed part of the shortest route, the Company or the Solway Junction Railway Company, or the said joint committee, shall receive the same amount

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which they would have received under the agreement last mentioned if such traffic had been carried by such shortest route viâ Brayton and Kirtlebridge.

Facilities to be afforded to traffic of North British Railway Company.

29. During the continuance of the agreement between the Company and the Solway Junction Railway Company confirmed by this Act, the Company and the Solway Junction Railway Company and the said joint committee shall afford, and the North British Railway Company shall be entitled to claim, for the purposes of all through traffic whatever passing to or from every or any station or place on the North British Railway north of a line drawn due east from Kirtlebridge, from or to every or any station or place on or beyond the late Cockermouth and Workington, the Whitehaven, Cleator, and Egremont, the late Whitehaven Junction, the late Whitehaven and Furness Junction, and the Furness Railways respectively, the right to book and invoice through all such traffic, so far as the Company or the Solway Junction Railway Company, or the said joint committee, have power to grant such right; and the rates, tolls, and charges to be levied or made in respect of such traffic, so far as the Company or the Solway Junction Railway Company, or the said joint committee can control the same, shall be similar and equal in all respects, whether such traffic be sent by the Solway Junction Railway or by the Maryport and Carlisle Railway: Provided always, that when any such traffic is carried by a route other than the shortest route, the Company, or the Solway Junction Railway Company, or the said joint committee, shall have right to require that it be determined by arbitration, under the Railway Companies Arbitration Act, 1859, as if they and the North British Railway Company had referred to arbitration in accordance with that Act whether any and what sum, in addition to the mileage proportion of the total through rate leviable in respect of such traffic, shall be allowed out of the North British Railway Company's share of such total through rate by the arbitrator, arbitrators, or umpire, under all the circumstances of the case, in respect of the portion of the Solway Junction Railway over which such traffic shall pass: Provided also, that the North British Railway Company shall not be entitled to claim any facilities or privileges in respect of any through traffic to or from places on the Furness, the late Whitehaven and Furness Junction, the late Whitehaven Junction, the Whitehaven, Cleator, and Egremont, and the late Cockermouth and Workington Railways respectively, from or to places on the Newcastle and Carlisle Railway, and from or to Carlisle or places north of Carlisle, within the district bounded on the west by the Caledonian Railway south of Kirtlebridge, and on the north by a line drawn due east from Kirtlebridge;

but such traffic shall, unless otherwise consigned by parties entitled to consign the same other than the North British Railway Company, be sent viâ the Maryport and Carlisle Railway as at present.

Arbitration in case of difference.

30. If any difference shall arise between the Company, or the Solway Junction Railway Company, or the said joint committee, on the one hand, and the Glasgow and South-western Railway Company or the North British Railway Company, as the case may be, on the other hand, in respect to any of the matters provided for in the two next preceding sections of this Act, which is not otherwise referred to arbitration under the provisions contained in those sections, such difference shall, if the parties cannot otherwise agree, be determined by an arbitrator to be appointed by the Board of Trade on the application of either party.

Provision in case of non-completion of Solway Company's branch to Port Carlisle Railway.

31. If and so long as the railway intended to connect the main line of the Solway Junction Railway with the Port Carlisle Railway, and which was authorized by "The Solway Junction Railway Act, 1864," and is numbered 4 in section twenty-three of that Act, is not completed and opened for traffic, the North British Railway Company shall be entitled to run over the said main line, so far as situate between the junctions therewith of the Carlisle and Silloth Bay Railway at Kirkbride and the Glasgow and South-western Railway at Annan, for the same purposes, on the same terms, and on payment of the same rates for and on payment of which they would have been entitled to run over the said railways viâ the said railway numbered 4, under article third of the agreement between the North British Railway Company and the Solway Junction Railway Company, confirmed by the "Solway Junction Railway (Deviation) Act, 1865."

For securing completion of Solway Company's connecting branch with Carlisle and Silloth Bay Railway.

32. If the railway No. 4, authorized by the "Solway Junction Railway (Deviation) Act, 1865," shall not be completed within eighteen months from the passing of this Act, the agreement in Schedule (B.) of this Act, as far as it relates to the working of the Solway Junction Railway by the Company, shall be suspended from the expiration of such period of eighteen months until the said railway is completed: Provided that if the North British Railway Company shall, by writing under their seal, release the Solway Junction Railway Company from the obligation to make such railway, the enactment contained in this section shall be void and of none effect.

Confirming agreement with proprietors of

33. The agreement herein-before recited between the Company and the said Sir William Henry Gibson Carmichael, Baronet, and the heirs of entail before named entitled to succeed to the said estate of

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Hailes, and repealing certain enactments.

Hailes as aforesaid, dated the seventeenth, twentieth, twenty-second, and twenty-third days of March and seventh day of April one thousand eight hundred and sixty-nine, of which a copy is contained in Schedule (C.) to this Act annexed, is hereby sanctioned and confirmed, and sections twenty-four, twenty-five, and twenty-six of "The Caledonian Railway Act, 1845," are hereby repealed: Provided that all monies which shall be payable by the Company under the said agreement shall be consigned or deposited in the bank within the time therein specified, and shall be applied, under the authority of the Court of Session, in the manner and to the purposes specified in the clauses of "The Lands Clauses Consolidation (Scotland) Act, 1845," with respect to the purchase money or compensation coming to parties having limited interests or prevented from treating or not making title, or in such other manner as the said court under the circumstances of the case shall think right and direct.

Extending period for closing register of transfers.

34. The period prescribed for closing the Company's register of transfers may be any period fixed by the directors of the Company, not exceeding twenty-one days previous to each ordinary meeting of the shareholders.

Certain enactments as to working agreements with Glasgow and South-western Railway Company repealed.

35. Sections forty-six and forty-seven of "The Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866," and sections twenty-three and twenty-four of "The Glasgow and South-western Railway (Additional Powers) Act, 1866," are hereby repealed.

Interest not to be paid on calls paid up.

36. The Company shall not, out of any money by this Act or any other Act relating to the Company authorized to be raised by calls or by borrowing, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation (Scotland) Act, 1845."

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

37. The Company shall not, out of any money by this Act or any other Act relating to the Company authorized 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 authorizing the Company to construct any other railway, or to execute any other work or undertaking.

Railways not exempt from provisions of present and future general Acts.

38. Nothing herein contained shall be deemed or construed to exempt the railways by any of the Acts relating to the Company authorized to be made 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, authorized by such Acts respectively or by this Act.

Expenses of Act.

39. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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SCHEDULES referred to in the preceding Act.

SCHEDULE (A.)

Heads of Agreement between the Trustees of the Port and Harbours of Greenock, herein-after called the first party, on the first part, the Greenock and Ayrshire Railway Company, herein-after called the second party, on the second part, and the Caledonian Railway Company on the third part.

Whereas it is proposed by the Caledonian Railway Company in a bill now pending in Parliament to cancel an agreement between them and the two other parties hereto, dated the 18th and 20th days of March 1867, and confirmed by "The Greenock Port and Harbours Act, 1867:" And whereas the first and second parties hereto have petitioned against the said bill, but have agreed to withdraw their opposition thereto upon the present agreement being entered into: It is therefore agreed by and between the parties hereto, as follows; viz.,

1. The above-recited agreement is hereby declared cancelled.

2. The second party shall not, except with the consent in writing of the first party, exercise the powers of the Greenock and Ayrshire Railway (Amendment) Act, 1868, to the effect of acquiring any lands or property, or executing any works to the northward of a line marked C D, situate parallel to and 350 feet distant from the face of the sea wall of the first party's steam-boat quay, now in course of construction, as shown upon the plan signed by the first and second parties as relative hereto.

3. The first party shall not, except with the consent in writing of the second party, extend or erect, or allow to be erected, any buildings on their own ground within the area marked A B C D E on the said plan.

4. The first party agree that the second party shall have right to acquire and use for railway purposes the land of the first party, situate to the westward of the limits of deviation shown on the plans deposited with reference to the Greenock and Ayrshire Railway (Amendment) Act, 1868, up to the east side of Campbell Street, as the said street may be constructed by the first party, upon the same terms and conditions and in the like manner as if the second party had compulsory powers under their Act for acquiring the same. The powers of the second party to acquire the land above referred to shall be operative until six months after the said street has been constructed northwards from Brougham Street to the line marked C D on the plan signed as relative hereto.

5. The land marked F, and shaded red on the plan signed as relative hereto, extending to 1,252 square yards, or thereby, shall be conveyed by the first party to the second party without any price being paid therefor.

6. If the second party, pursuant to the provisions contained in section 20 of the Greenock and Ayrshire Railway Act, 1868, be required to make the street, or alteration and extension of Patrick Street, being the work fourthly described in the sixth section of the said Act, the same, so far as on the north side of the second party's line, and to be constructed on the land of the first party, shall be altered so as to be executed in such line as may be fixed by the first party on the ground which by the agreement referred to in article 1st hereof was reserved for the Caledonian Railway Company, but in all other respects the provisions contained in the said Act in reference to the said work are hereby reserved entire, and shall not be limited or affected by this agreement.

7. The notice served on the first party by the second party upon the 23rd day of February 1869, for the acquisition of certain land, shall be and is hereby held as departed from as regards any land northwards of the limits prescribed by article 2 of this agreement, and the first party may enter upon and resume possession of any land beyond such limits of which the second party may at present have taken possession, or on which they may have deposited stuff, and all claims in relation to such last-mentioned land at the instance of the one party against the other are hereby departed from.

8. The first party, in executing the access to their quay and works by way of Campbell Street, being the work secondly described in the eleventh section of the Greenock Port and Harbours Act, 1867, may do so in such line and upon such levels as they may deem expedient, provided that the level of the said access at the point where the prolongation westward of the line marked C D on the plan signed as relative hereto would intersect the said access shall not be less than four feet above the level of the cope of the said sea wall of the first party's quay.

9. This agreement shall be ratified in the Act of the Caledonian Railway Company now pending in Parliament, or the first Act which may be applied for by either the first or second party, but shall nevertheless be in the meantime binding on all parties.

10. The first and second parties hereby withdraw their opposition to the bill of the Caledonian Railway Company.

11. The parties hereto consent to registration hereof for preservation and execution. In witness whereof these presents, written on stamped paper by Alfred Davis, clerk to Messrs. Vacher and Sons, of Parliament Street, Westminster, law stationers, are subscribed and sealed in duplicate, with this declaration before execution, with reference to head nine hereof, that this agreement shall be binding on the several parties hereto in the event only of the third party obtaining power in the present session to abandon their extension to Albert Harbour, as follows, viz., are subscribed by James Morton, chairman of the trustees of the port and harbours of Greenock, and by George Adam and Robert Neill, two of the said trustees, and by Peter Clouston, Alexander Ronaldson, and Robert Barclay, three of the directors of the Greenock and Ayrshire Railway Company, at Westminster, the third day of May 1869, before these witnesses, Mathew Anderson of Glasgow, writer, and John Graham of Westminster Chambers, Westminster, parliamentary agent, by John Kerr Gray, the clerk of the said trustees of the port and harbours of Greenock, and William

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John Wainwright, the secretary of the said Greenock and Ayrshire Railway Company, and sealed with the respective common seals of the said trustees and the said Company at Westminster the fourth day of said month of May and year last mentioned, before these witnesses, the said Mathew Anderson and John Graham, and are subscribed by Thomas Hill, chairman, and Robert Fergusson, one of the directors of the Caledonian Railway Company, and by Archibald Gibson, the secretary of that Company, and sealed with the common seal of that Company, at the place and on the date last mentioned, before these witnesses, Robert Mackay and James Mackay, both writers to the signet in Edinburgh.

M. Anderson, Witness.
John Graham, Witness.

M. Anderson, Witness.
John Graham, Witness.

Rob. Mackay, Witness.
James Mackay, Witness.

THO. HILL, D.
R. FERGUSSON, D.
ARCH. GIBSON, Secy.

Seal of Caledonian Railway Company.

PETER CLOUSTON.
ALEX. RONALDSON.
ROBT. BARCLAY.

Seal of Greenock and Ayrshire Railway Company.

W. J. WAINWRIGHT.

JAMES MORTON.
GEORGE ADAM.
ROBERT NEILL.

Seal of Greenock Harbour Trustees.

JOHN KERR GRAY.

SCHEDULE (B.)

Heads of Agreement between the Caledonian Railway Company on the first part, and the Solway Junction Railway Company on the second part.

Subject to the provisions of the agreements scheduled to the Solway Junction Railway (Deviation) Act, 1865, and Solway Junction Railway Bill, 1867, and section sixteen of the Act of 1865, the parties hereto agree with each others as follows; namely,

1. The first party shall work all the lines and branches of the second party, as they are successively opened for traffic and connected with the Caledonian system at Kirtle Bridge, for forty-five per cent. of the gross receipts (cartages and expenses of collection and delivery of goods and parcels, and passenger duty, being first deducted) for the first three years, forty-two and one half per cent. for the next three years, and forty per cent. thereafter during the remainder of this agreement; and the first party shall appoint and pay all necessary staff, and provide a sufficient quantity of rolling stock of a quality equal to what they use in working the traffic upon their own main line; and the first party shall run such a number of passenger and other trains over the lines of the second party as may be agreed upon between the first and second parties, and, failing agreement, as shall be settled by arbitration as herein-after mentioned; but it shall be in the power of the second party to call upon the first party at any time to run an additional train or trains, and which the first

party shall do, leaving it to be settled by arbitration, in case of difference, whether such additional train or trains are necessary or required for the proper conduct and development of the traffic of the second party, and if not found by the arbiter to be so necessary or required, the second party shall be bound to pay to the first party the expense of running such train or trains, as the same may be agreed upon, or, failing agreement, as the arbiter may decide.

2. The second party shall during the currency of this agreement at all times keep and maintain their own line and branches and works in a proper state and in good working order at their own expense, and shall be responsible and accountable for any accidents and damages arising from any defect in the permanent way and works, and the first party shall be responsible and accountable for any accidents and damages arising from any defect in the working stock, or from any mismanagement in the working of the line; but said damages shall not include claims for loss of profit to either of the Companies.

3. There shall be a joint working committee, consisting of three members from each board, for managing the traffic and fixing the local and through rates and fares between the stations and places upon the two Companies lines and the lines of other Companies, and the chairman of the working committee shall in each year be a director of one of the two Companies alternately, and he shall have only a deliberative vote, and not a casting vote, and in the case of equality of votes any dispute shall be settled by arbitration as herein-after provided.

4. In the division of through rates and fares, terminals shall first be deducted, and the residue divided by mileage, an extra mileage proportion equal to two miles being allowed to the second party in respect of all traffic passing over the Solway viaduct, and monthly settlements of traffic and working expenses shall be made between the parties hereto within one week after the clearing house accounts are received by the first party. The terminal charges shall be those which are from time to time allowed by the railway clearing house, and the terminals on coal, lime, iron ore, and other articles which are not regulated by the railway clearing house shall be such as may be agreed on, or in case of difference as shall be fixed by arbitration.

5. The second party shall finish and complete their several lines and works as single lines of way, with all proper stations, cottages, locomotive sheds, goods sheds, water tanks and wells efficiently supplied with water, signals, cranes, telegraph, and every accommodation and apparatus usual for carrying on coaching, goods, mineral, and live stock traffic, before the lines are respectively opened, or as soon thereafter as may be convenient to the second party, but not later than twelve months from the opening of the respective lines for traffic; and if at any time during this agreement additional accommodation of any kind at stations or sidings shall be required for carrying on additional traffic, the same shall be made and provided by and at the expense of the second party; and if other Companies stations are to be used, the second party shall pay rent, taxes, maintenance, and all other charges connected therewith out of their share of the receipts.

6. Subject to parliamentary power being first obtained thereto, the first party shall subscribe and pay to the second party a sum of sixty thousand

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pounds towards the capital of the second party as under, viz., one half of that sum, or thirty thousand pounds, not later than the first October one thousand eight hundred and sixty-seven, and a like sum of thirty thousand pounds not later than first February one thousand eight hundred and sixty-eight, and for which sum of sixty thousand pounds the first party shall receive shares or stock of the second party, bearing a preferential dividend of five per cent. per annum, and ranking next in order to the mortgages of the second party already authorized by Parliament, amounting to one hundred and twenty-six thousand six hundred pounds; and the second party shall not seek power to create any other or further preference shares, or stock, or loans, to take precedence of or to rank pari passu with the said sum of sixty thousand pounds, without the consent in writing of the first party being first had and obtained thereto; but the second party shall have the option of redeeming the said sixty thousand pounds at any time within ten years, on repayment to the first party of the said principal sums, together with all interest and arrears of interest (if there be any such arrears unpaid) at the rate of five per cent. per annum; and the first party shall have the option at any time during the said ten years of taking and purchasing, and the second party shall in that case sell to the first party, that portion of the second party's line lying north of the Solway, between Annan and the Kirtle Bridge Junction of the Caledonian Railway, at the cost price thereof, including interest and all other charges incidental to that portion of the line, up to the time of opening of the said line for through traffic. The two Companies shall concur in a joint application to Parliament for authority for the said purchase and sale, in one or more sessions, until sanctioned; and in case of any difference arising as to the amount of such cost, price, interest, and charges as aforesaid, the same shall be settled by arbitration under the Railways Arbitration Act, 1859.

7. The second party shall not during the continuance of this agreement accept of any subscription of money in stock, shares, loans, or otherwise, from any other railway company than the Caledonian without their consent thereto in writing.

8. The second party shall pay their own directorial and secretarial expenses, public rates and taxes of all kinds, including poor rates, feu duties, or ground annuals, debenture interests, and all other expenses not connected with the working of the railway, out of their share of the receipts.

9. All disputes arising under this agreement, excepting as mentioned in article sixth hereof, shall be settled by arbitration, for which purpose there shall be a standing arbitrator appointed in the month of January in each year by the first and second parties, and failing their making such appointment in the month of January, the Attorney General of England shall thereafter make the appointment of arbiter, on the application of either party, for the remainder of that or any year. Whenever a vacancy in the office of standing arbitrator occurs during a current year, a successor to him shall be appointed in like manner, but substituting for the words "in the month of January in each year" the words "within one month after vacancy in the office."

10. This agreement shall continue in force until the expiration of thirty years from the opening of the line through by the Board of Trade officers between

Brayton and Kirtle Bridge, and each party shall concur, on the request of the other, in applying to Parliament for confirmation of this agreement and power to work the line.

11. In the event of the second party at any time during this agreement acquiring and exercising running powers over that portion of the Maryport and Carlisle Railway between Brayton and Maryport, the terms and conditions under this agreement shall apply to that portion of line.

12. If and so long as the second party, by agreement or otherwise, arrange or acquire a right to use the Silloth Railway of the North British Company between Kirkbride and Abbey, as part of the through line between Brayton and Annan, section 5 of this agreement, so far as regards the construction of the second party's railway between Kirkbride and Abbey, is to be deemed to have been fulfilled as soon as the second party's junctions with that part of the Silloth Railway are complete.

13. Both parties hereto shall use their best endeavours to procure the passing of the bill now deposited in Parliament by the second party during the present session.

14. If the said bill shall not pass during the present session, to the extent at least of authorizing the subscription by the first party hereby agreed to, this agreement shall be void.

15. These heads to be hereafter embodied in a more formal agreement, said deed to be duly executed by both parties, and the terms thereof to be settled, in case of difference between them, by Mr. John Horatio Lloyd, of London, barrister-at-law, whom failing, Mr. John Bullar, barrister-at-law.

16. The Caledonian Railway Company, as soon as the first instalment of the subscription has been paid, shall be entitled to nominate two directors at the board of the Solway Junction Railway Company, but shall not be entitled to vote at the election of the other directors.

17. Should the bill miscarry, or be so altered as to cancel this agreement, nothing herein contained shall in any way affect the relative position of parties previous to this agreement being entered into.

Dated this twenty-second day of March one thousand eight hundred and sixty-seven.

Caledonian Railway Company's seal.

(Signed) Andrew Buchanan,
Director, Caledonian Railway Coy.

(„) Alex. Baillie Cochrane,
Director of the Caledonian Railway Coy.

Solway Junction Railway Company's seal.

The seal of the Solway Junction Railway Company was affixed hereto in the presence of

(Signed) Horace F. Tahourdin, Secretary.

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SCHEDULE (C.)

AGREEMENT between the Caledonian Railway Company and Sir William Henry Gibson Carmichael, of Skirling, Bart., and others.

This agreement, made and executed by and between the Caledonian Railway Company (herein-after called "the Company") of the first part, and Sir William Henry Gibson Carmichael of Skirling, Baronet, heir of entail in possession of the lands and estate of Hailes in the parish of Colinton and county of Edinburgh, with consent and concurrence of the said Sir William Henry Gibson Carmichael as administrator in law for his children, Thomas David Gibson Carmichael, George Henry Gibson Carmichael, and John Murray Gibson Carmichael, Mrs. Sophia Caroline Gibson Carmichael or Reid, wife of Francis Nevile Reid, Esquire, presently residing at Naples, Italy, with consent of the said Francis Nevile Reid, her husband, and the said Francis Nevile Reid for himself, and as taking burden on him for his said wife, Sir William Gibson Craig of Riccarton, Baronet, and James Henry Gibson Craig, Esquire, advocate, his eldest son, being the heirs of entail substituted to the said Sir William Henry Gibson Carmichael in the order above mentioned, in a deed of entail of the said lands and estate of Hailes granted by Sir Thomas Gibson Carmichael of Skirling, Baronet, dated the twenty-fourth day of March eighteen hundred and fifty-four, and recorded in the register of tailzies at Edinburgh the twenty-seventh day of May eighteen hundred and fifty-four, and in the books of council and session at Edinburgh the seventh day of January eighteen hundred and fifty-six, of the second part; Witnesseth, that by "The Caledonian Railway Act, 1845," the Company were incorporated and obtained powers to make and maintain a line of railway leading from the city of Carlisle to the cities of Edinburgh and Glasgow and the north of Scotland, which line of railway passes through the said lands and estate of Hailes, of which the said Sir William Henry Gibson Carmichael is heir of entail in possession, and intersects the quarry field of Hailes on the said estate, and interferes with the continuous working thereof: And whereas the said Act contains the following enactments in regard to the said quarry field and quarry (section twenty-four): "And "whereas the railway passes over the quarry field of Hailes in the parish of "Colinton and county of Edinburgh, belonging to Sir Thomas Gibson Car-"michael of Skirling, Baronet: Be it enacted, that beyond and in addition to "the value of the surface land to be taken under this Act from the said Sir "Thomas Carmichael, there shall be paid by the said Company the value of the "whole stone situate under the surface of the land so to be taken, which the "Railway Company shall decline to allow Sir Thomas Carmichael to work by "tirring or removal of the surface therefrom; and the extent and quality of "the stone so to be purchased by the Company shall be ascertained in the "same manner as in ordinary cases of disputed compensation: Provided always, "that the value of the said stone shall be payable by the said Company from "time to time when and as often as a face of rock at least one hundred and

" thirty feet in length is worked up to the north or south boundary of the " railway, such payment to be only to the extent of the value of the stone " opposite to such face." (Section twenty-five): "And be it enacted, that so " soon as the workings of the quarry shall reach at any one point the north " boundary of the railway, the Company shall at their own expense construct " a good and sufficient tunnel, thirty feet wide and fifty feet high, properly " arched with stone, through the stone under the railway, at such level, not " being injurious to the railway, as the proprietor of the estate for the time shall " point out, so as to enable the stone to the south of the railway to be wrought " by the proprietor; and similar tunnels, not exceeding two, shall be formed " by and at the expense of the Company as the workings of the quarry shall " in the opinion of the proprietor of the estate of Hailes for the time render the " same necessary; and the Company shall, at the time of making such tunnels " respectively, and at their own expense, open up convenient and suitable " working faces on the south side of the railway, and shall also pay the value " of the stone that may be wrought out in forming such faces, to be ascertained " as before mentioned." (Section twenty-six): "And be it enacted, that the " Company shall also make compensation to the said Sir Thomas Gibson Car- " michael, or to the proprietor in possession of the said estate of Hailes for the " time being, for the whole intersection of and other damage not included in " the above provisions which may be occasioned by the formation of the railway " to the quarry and the estate of Hailes generally:" And whereas the said Sir William Henry Gibson Carmichael on the second day of March eighteen hundred and sixty-four raised a summons before the Court of Session in Scotland against the Company, and in the condescendence annexed thereto founded upon sections twenty-four and twenty-five of the said Act herein-before recited, and concluded that the Company should be decerned and ordained forthwith to construct, at their own expense, a good and sufficient tunnel thirty feet wide and fifty feet high, properly arched with stone, through the stone under that portion of their line of railway which passes through the said quarry field of Hailes, and that at such level that the bottom of the said tunnel should be seventy-seven and a half feet below the upper surface of the coping of the retaining wall built by the Company along the top of the face of rock exposed, so as to enable the stone to the south of the railway to be wrought by the said Sir William Henry Gibson Carmichael, or at such other level as the court might in the course of said process determine; and farther, that the Company ought and should be decerned and ordained at the time of making such tunnel to open up, at their own expense, a convenient and suitable working face on the south side of the railway; and in the action following upon the said summons, the first division of the Court of Session pronounced the following interlocutor on second November eighteen hundred and sixty-six: "The Lords, on the report " of Lord Barcaple, and having considered the closed record, proof adduced, and " whole cause, they, of consent of parties given at the bar, ordain the defenders " forthwith to construct, at their own expense, a good and sufficient tunnel " thirty feet wide and fifty feet high, properly arched with stone, through the " stone under that portion of their line of railway which passes through the " pursuer's quarry field of Hailes, and that at such level that the bottom of the " said tunnel shall be seventy-seven feet and a half foot below the upper surface

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" of the coping of the retaining wall built by the defenders along the top of the " face of rock exposed, so as to enable the stone to the south of the railway to be " wrought by the pursuer; further ordain the defenders, at their own expense, " to open up at the time of making such tunnel a convenient and suitable working " face on the south side of the railway, all at the sight of Mr. James Leslie, " civil engineer, Edinburgh, and decern ad interim; find the pursuer entitled to " expenses of process, allow an account thereof to be given in, and remit to the " auditor to tax the same, and to report:" And whereas the Company being desirous that the execution by themselves of the said works should be dispensed with, and that some other arrangement should be made in lieu thereof, have not as yet proceeded with the construction of the said tunnel or the opening up of the said working face on the south side of the railway; and after various negotiations it has been arranged and agreed between the parties hereto, subject to the sanction of Parliament being obtained as after mentioned, that sections twenty-four, twenty-five, and twenty-six of "The Caledonian Railway Act, 1845," herein-before recited, shall be repealed, and that the said tunnel shall not be constructed, nor a working face opened up by the Company on the south side of the railway, but that instead thereof the Company shall purchase and have conveyed to them certain portions of rock herein-after designated lying on the south side of the railway, and opposite which the said tunnel was intended to have been constructed, and in which the said working face was to have been opened up, and that the Company shall also purchase and have conveyed to them a portion of rock under and on either side of the railway lying immediately to the east of the portion of rock above mentioned, and also immediately to the east of the block or portion of rock two hundred and sixty feet in length, the compensation for which was fixed and assessed by the verdict of a jury on twenty-fifth July eighteen hundred and sixty-four, and that the Company shall also acquire the land under which the said two portions of rock lie, all upon the terms and conditions herein-after mentioned: Therefore the Company and the said Sir William Henry Gibson Carmichael, with consent and concurrence foresaid, have covenanted and agreed, and do hereby covenant and agree to and with each other, and bind and oblige themselves as follows; viz.,

First.—The said Sir William Henry Gibson Carmichael, for himself and on behalf of the said heirs of entail, in consideration of the sums of money, principal, interest, and expenses herein-after agreed to be paid or consigned by the Company, and on payment or consignation being made by the Company of the said whole sums of money, principal, interest, and expenses in manner herein-after agreed, shall free and relieve the Company of the obligation incumbent on them to construct a tunnel through the stone under the railway, and to open up a convenient and suitable working face on the south side of the railway under section twenty-five of "The Caledonian Railway Act, 1845," and the interlocutor of the first division of the Court of Session above recited, and also of the obligation incumbent upon them by the above-mentioned section of the said Act to pay the value of the stone that might be wrought out in forming the said working face, and also of all claim which he or the said heirs of entail may have against the Company by and through the increased cost which may be incurred in working the stone or rock in the said quarry field in consequence of the said tunnel not having been constructed and of the said working face not

having been opened up, and also by and through the increased cost which would have been incurred in working the said stone or rock and otherwise, if the said tunnel had been constructed and the said working face opened up, or on any other ground whatever except as after specified; and the said Sir William Henry Gibson Carmichael, or the heir of entail in possession of the said lands and estate at the time, shall convey to the Company the whole stone or rock in or under the area of ground marked B E F G H C on the plan hereunto annexed and signed as relative hereto; reserving to himself and the said heirs of entail the land or soil within the said area until he or they shall have given notice (and which notice he or they shall be bound to give) to the Company of his or their intention to remove or tirr off the surface up to the lines B E F G H C on the said plan, or up to any portion thereof; and from and after the date of such notice the land or soil within the said area shall become the property of the Company, and shall then be conveyed to them by the said Sir William Henry Gibson Carmichael, or the heir of entail then in possession of the said lands and estate, without any additional or further consideration being paid therefor; and the disposition or conveyance in favour of the Company shall be granted under the burden and condition that the said Sir William Henry Gibson Carmichael and the said heirs of entail or the proprietor for the time being of the said estate shall be entitled to slope, and that the Company shall be bound to permit him or them to slope, the land or soil within the said area so to be conveyed, and that in such manner as he or they may think necessary for the purpose of protection to the said quarry, and also under the condition that the Company shall thereafter be bound to protect the land or soil within the said area at their own expense, should they consider any protection necessary.

Second.—In consideration of the obligations incumbent upon the Company, of which they are, on payment or consignation as aforesaid, to be freed and relieved, and of the stone or rock and land or soil which are to be conveyed to them as provided in article first hereof, the Company shall consign in bank as herein-after mentioned, or pay to the said Sir William Henry Gibson Carmichael, or the heir of entail in possession of the said lands and estate at the time, the sum of six thousand one hundred pounds, and that within one month from the date of the Act confirming this agreement receiving the royal assent; and the Company shall also within the said period consign or pay to the said Sir William Henry Gibson Carmichael, or the said heir of entail in possession, interest on the said sum at the rate of five per cent. per annum from the term of Martinmas eighteen hundred and sixty-seven till paid; and the Company shall also within the said period make payment to the said Sir William Henry Gibson Carmichael of the whole expenses which have been incurred by him in the action above mentioned, the accounts, if required, being taxed as between agent and client.

Third.—The said Sir William Henry Gibson Carmichael, for himself and on behalf of the heirs of entail entitled to succeed to him in the said entailed lands and estate, in consideration of the sum of money herein-after agreed to be paid or consigned by the Company, and on payment or consignation being made by the Company in manner herein-after agreed, shall free and relieve the Company of all obligation incumbent upon them to form or construct a tunnel or tunnels through the stone under the railway, and to open up at the time

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Fourth.—In consideration of the obligations incumbent upon them under section twenty-five of "The Caledonian Railway Act, 1845," being discharged, and the stone or rock and land or soil being conveyed to them as before provided, and of sections twenty-four, twenty-five, and twenty-six of the said Act being repealed, the Company shall consign in bank as herein-after mentioned, or pay to the said Sir William Henry Gibson Carmichael, or the heir of entail in possession of the said lands and estate at the time, the sum of eleven thousand nine hundred pounds within one month from the date of the Act confirming this agreement receiving the royal assent; or in the option of the said Sir William Henry Gibson Carmichael, or of the heir of entail in possession of the said estate for the time, the Company shall consign or pay as last aforesaid the sum of eleven thousand five hundred pounds, and shall immediately on being required

so to do by the said Sir William Henry Gibson Carmichael, or the proprietor for the time being of said estate, form and lay in at the cost of the Company a proper railway siding, so far as on the property of the Company, for the said quarry, together with the necessary connexions, including a through connexion and signals, to enable the said Sir William Henry Gibson Carmichael, or the proprietor for the time being of the said estate, to connect a railway from the said quarry with the Caledonian Railway.

FIFTH.—If the Company should be of opinion, at any time or times hereafter, that the quantity of stone or rock which they have already acquired, together with that to be conveyed to them under this agreement, is still insufficient for the protection of the line of railway, the Company shall have power and they are hereby authorized from time to time, by notice under the hand of their secretary for the time being addressed and delivered to the proprietor of the said estate for the time being, to take such additional stone or rock and land or soil, or either of them, as they or their officials may think necessary for the protection and support of their line of railway; and the value of such additional stone or rock and land or soil and the compensation to be paid therefor shall be fixed and determined under the provisions of "The Lands Clauses Consolidation (Scotland) Act, 1845," with reference to cases of disputed compensation, and upon such value being so ascertained and paid the said additional stone or rock and land shall be conveyed to and become the property of the Company.

SIXTH.—The said Sir William Henry Gibson Carmichael, or the proprietor for the time being of the said estate, provided he shall be the proprietor of the said quarry, and failing his being so the proprietor for the time being of the said quarry, shall be at liberty at his own cost and risk to construct such tunnel or tunnels, not exceeding three in number, under the said line of railway, at such time or times, and at such place or places, as they may consider necessary, upon giving one month's notice in writing to the secretary of the Company of the site, level, and dimensions of such tunnel or tunnels; and in the event of the engineer of the Company for the time being considering the site, level, or dimensions of any tunnel or tunnels so to be constructed likely to be injurious to the line of railway and the works connected therewith, and objecting thereto, any question or questions thus arising as to the site, level, or dimensions of the said tunnel or tunnels, or as to the mode of construction thereof, shall be determined by an engineer to be appointed by the sheriff of the county of Edinburgh, upon requisition from the Company or the proprietor of the quarry for the time being.

SEVENTH.—The Company and the said Sir William Henry Gibson Carmichael, with consent and concurrence aforesaid, consent to sections twenty-four, twenty-five, and twenty-six of "The Caledonian Railway Act, 1845," being repealed.

EIGHTH.—The Company shall not be entitled to quarry or work out, or use in any way, except as a support of their line of railway and works connected therewith, the stone or rock, or any portion thereof, which shall be conveyed to them under this agreement.

NINTH.—Nothing in this agreement contained shall prejudice or affect the rights of the parties in regard to the action at the instance of the said Sir William Henry Gibson Carmichael, as heir of entail in possession of the said

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estate, and the said Sir William Henry Gibson Carmichael, the said Sir William Gibson Craig, of Riccarton, Baronet, and James Thomson Gibson Craig, writer to the signet, the trustees and executors of the deceased Sir Thomas Gibson Carmichael (the younger), Baronet, sometime heir of entail in possession of the said estate, against the Company, now under appeal to the House of Lords; and all the rights and claims of the parties at issue in the said action are hereby saved and reserved.

Tenth.—Nothing contained in this agreement, or in the said Act confirming this agreement, should be held to abridge or affect the rights of the said Sir William Henry Gibson Carmichael and his successors in the said estate to the rock or stone under the Company's line of railway, situate beyond the areas denoted in the said plan hereunto annexed by the letters A B E F G H C D and I J K H respectively.

Eleventh.—In respect that the lands and estate of Hailes are entailed, and that the said Sir William Henry Gibson Carmichael is the heir of entail now in possession thereof, and is at present working rock in the said quarry, and is thus entitled to have paid to himself personally certain proportions of the principal sums hereby agreed to be paid by the Company, and the remainder thereof will fall to be consigned in bank for behoof of the said Sir William Henry Gibson Carmichael as heir of entail foresaid, and the heirs of entail entitled to succeed to him in the said lands and estate in terms of "The Lands Clauses Consolidation (Scotland) Act, 1845," and in respect that the proportions of the said sums so to be paid to him, and to be consigned in bank respectively, have not yet been fixed and determined, it is hereby agreed that the proportions of the said sums to be paid to the said Sir William Henry Gibson Carmichael, and to be consigned in bank respectively as aforesaid, shall be fixed and determined by the Right Honourable James Moncreiff, Lord Advocate for Scotland, whom failing, George Young, Esquire, Solicitor-General for Scotland.

Twelfth.—The Company shall at their own expense insert in the bill promoted by them, and now in dependence in Parliament, intituled "A bill for "enabling the Caledonian Railway Company to abandon certain authorized "Railways; for sanctioning the acquisition by that Company of certain land; "for altering the mode of raising a portion of their authorized share capital; "for authorizing the amalgamation of the Crieff and Methven Junction Rail-"way Company with the Company, and agreements with other companies and "parties; and for other purposes," clauses for confirming this agreement, and carrying the same into effect, and for repealing sections twenty-four, twenty-five, and twenty-six of "The Caledonian Railway Act, 1845."

Thirteenth.—The parties respectively bind and oblige themselves to perform their respective parts of the premises to each other under the penalty of five hundred pounds sterling, to be paid by the party failing to the party performing or willing to perform his or their part thereof, and that over and above performance; and the parties consent to the registration hereof for preservation and execution.

In witness whereof these presents, written on this and the six preceding pages by Donald Harper, clerk to Messieurs Hope and Mackay, writers to the signet, Edinburgh, are, together with the plan endorsed hereon, subscribed and sealed

in duplicate, as follows, viz., are subscribed by John Cowan, Esquire, and James Clerk, Esquire, two of the directors, and by Archibald Gibson, secretary, of the said Caledonian Railway Company, and sealed with the common or corporate seal of the said railway company, all at Glasgow, on the seventeenth day of March eighteen hundred and sixty-nine, before these witnesses, John Dickie Duncan and Robert Gibb, both clerks in the offices of the said Caledonian Railway Company at Glasgow; by the said Sir William Henry Gibson Carmichael at Brighton, Sussex, on the twentieth day of the said month of March and year last mentioned, before these witnesses, James Anderson, residing at thirty-one, Oriental Place, Brighton, and James Lunn, footman, at seven, Oriental Place, Brighton; by the said Sir William Gibson Craig at Edinburgh on the twenty-second day of the said month of March and year last mentioned, before these witnesses, Robert Russell Simpson, apprentice to Thomas Brodie, writer to the signet, Edinburgh, and George Campion, clerk to Messieurs Gibson Craig Dalziel and Brodies, writers to the signet, Edinburgh; by the said James Henry Gibson Craig at Edinburgh on the twenty-third day of the said month of March and year last mentioned, before these witnesses, the said Robert Russell Simpson, and Alexander Ritchie, clerk to the said Messieurs Gibson Craig Dalziel and Brodies; and by the said Mrs. Sophia Caroline Gibson Carmichael or Reid, and the said Francis Nevile Reid, both at Ravello, near Naples, Italy, on the seventh day of April and year last mentioned, before these witnesses, Luigi Mansi, canon of the Ex-Cathedral of Ravello, Ravello, and Giuseppe Marcoffi, municipal schoolmaster, Ravello.

(Signed)	John D. Duncan, Witness.	(Signed)	John Cowan.
(„)	Robert Gibb, Witness.	(„)	James Clerk.
(„)	James Anderson, Witness.	(„)	Arch. Gibson, Secy.
(„)	James Lunn, Witness.	(„)	Wm. H. Gibson Carmichael.
(„)	Robert R. Simpson, Witness.	(„)	W. Gibson Craig.
(„)	Geo. Campion, Witness.	(„)	J. H. Gibson Craig.
(„)	Robert R. Simpson, Witness.	(„)	Sophia Caroline Reid.
(„)	Alex. Ritchie, Witness.	(„)	Francis Nevile Reid.
(„)	Luigi Mansi, Witness.		
(„)	Giuseppe Marcoffi, Witness.		

Seal of the Caledonian Railway Company.

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