CHAPTER clxxxi.

An Act for extending the periods allowed to the Caledonian Railway Company by former Acts for the acquisition of certain Lands and the completion of certain Works; for abandoning certain of their authorised Works; for enabling them to appoint Members of the Joint Committee for the management of certain portions of the undertaking of the Portpatrick Railway Company; for confirming an Agreement between them and other parties as to certain Lands and Streets at Dundee; and for other purposes. [24th July 1879.] A.D. 1879.

WHEREAS it is expedient to extend the period limited by the Caledonian Railway (Additional Powers) Act, 1875, (herein-after called "the Act of 1875,") for completing the railway authorised by that Act and therein called "Railway No. 1," as also to extend the respective periods limited by the Caledonian Railway (Additional Powers) Act, 1876, (herein-after called "the Act of 1876,") for completing the railway authorised by that Act and therein called "Railway No. 1," in so far as that railway is not required to be abandoned by the Caledonian Railway (Additional Powers) Act, 1878, (herein-after called "the Act of 1878,") and for completing the railways authorised by the Act of 1876 and therein called respectively "Railway No. 2," "Railway No. 3," and "Railway No. 4," and for the compulsory purchase of lands for the purposes of the four last-mentioned railways in so far as not required to be abandoned as aforesaid:

38 & 39 Vict. c. cxlvii.

39 & 40 Vict. c. lxiv.

41 & 42 Vict. c. clxxiii.

And whereas it is expedient to provide for the abandonment of the railways authorised by the Caledonian Railway (Wilsontown and West Calder Junction) Act, 1873, (herein-after called "the Act of 1873,") the time for completing which was extended by the Act of 1876:

36 & 37 Vict. c. clxxxvi.

And whereas by the Girvan and Portpatrick Junction Railway Act, 1872, (herein-after called "the Girvan Act of 1872,") it was

35 & 36 Vict. c. clxi.

A.D. 1879.

provided that the Girvan and Portpatrick Junction Railway Company (herein-after called "the Girvan Company") and the Portpatrick Railway Company (herein-after called "the Portpatrick Company") should (by their respective boards of directors as therein mentioned) appoint a joint committee for the management and maintenance of those portions of the Portpatrick Railway which might at the time be used by the Girvan Company under the provisions of that Act, including the stations and other works and conveniences in connexion therewith, and for regulating the use thereof by the said companies respectively, which committee should be called "the Portpatrick and Girvan Joint Committee" (herein-after called "the joint committee"), and should be appointed and when appointed should act in accordance with and subject to the regulations contained in the said Act:

40 & 41 Vict. c. lx.

And whereas by the Portpatrick Railway Act, 1877, (herein-after called "the Portpatrick Act of 1877,") the pier on the east side of the harbour of Stranraer, and the rails laid thereon, and all works, lands, and property connected therewith (in that Act and herein-after called "the East Pier"), were transferred to and vested in and made part of the undertaking of the Portpatrick Company; and it was by section 40 of the said Act provided that the management and maintenance of the East Pier, and the various matters connected therewith specified in that section, should be deemed to be purposes for which the joint committee should be appointed:

And whereas the Portpatrick Railway is at present worked by the Caledonian Railway Company (herein-after called "the Company"), in pursuance of an agreement entered into under the sanction of Parliament between the Company and the Portpatrick Company, dated the seventeenth day of October and thirtieth day of November one thousand eight hundred and sixty-four (herein-after called "the working agreement"); and it has been agreed between the Company and the Portpatrick Company and is expedient that during the continuance of the working agreement the powers conferred by the Girvan Act of 1872 upon the Portpatrick Company and the board of directors thereof, with respect to the appointment and removal of members of the joint committee, should be exercised by the Company and the board of directors thereof:

And whereas an agreement, dated the sixteenth and twenty-ninth days of July and fifth day of August one thousand eight hundred and seventy-eight, was entered into between the Trustees of the Harbour of Dundee of the first part, the Commissioners of Police for the Burgh of Dundee and Thomas Thornton, their clerk, as representing them, of the second part, and the Company of the

third part, with respect to certain lands and streets at Dundee, which agreement is set forth in the schedule to this Act; and it is expedient that the said agreement should be sanctioned and confirmed:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Short title.

1. This Act may be cited as the Caledonian Railway Act, 1879.

Partial incorporation of certain general Acts. 26 & 27 Vict. c. 92. 8 & 9 Vict. c. 17

2. Part II. (relating to extension of time) of the Railways Clauses Act, 1863, and the clauses and provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, with respect to the provision to be made for affording access to the special Act by all parties interested, are incorporated with and form part of this Act; and the expression "the Company" in those Acts so far as incorporated with this Act means the Caledonian Railway Company; and the expression "the special Act" in the last-named Act so far as incorporated with this Act means this Act.

Extending period for compulsory purchase of lands for certain railways.

3. The powers granted and the period limited by the Act of 1876 for the compulsory purchase of lands for the purposes of the railway authorised by that Act and therein called "Railway No. 1," in so far as that railway is not required to be abandoned by the Act of 1878, and for the purposes of the railways authorised by the Act of 1876 and therein called respectively "Railway No. 2," "Railway No. 3," and "Railway No. 4," are hereby continued and extended for three years from and after the expiration of the period so limited, except as respects the lands belonging or reputed to belong to Robert McKellar and Duncan Stevenson, and numbered 72 and 73 in the parish of Maryhill on the deposited plans of the said Railway No. 1 referred to in the Act of 1876; and the powers granted and the period limited by that Act for the compulsory purchase of the last-mentioned lands are hereby continued and extended for one year from and after the expiration of the period so limited; and the said respective powers may be exercised by the Company at any time previously to the expiration of the said extended periods respectively.

Extending periods for completion of certain railways.

4. The powers granted and the period limited by the Act of 1875 for the completion of the railway authorised by that Act and therein called "Railway No. 1," and the powers granted and the period limited by the Act of 1876 for the completion of the railway

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authorised by that Act and therein called "Railway No. 1," in so far as that railway is not required to be abandoned as aforesaid, and for the completion of the railways authorised by the Act of 1876 and therein called respectively "Railway No. 2," "Railway No. 3," and "Railway No. 4," are hereby respectively continued and extended for three years from and after the expiration of the respective periods so limited by those Acts respectively; and the said respective powers may be exercised by the Company at any time previously to the expiration of the said extended periods respectively; and sections 39, 40, and 41 of the Act of 1875, and sections 38, 39, and 40 of the Act of 1876, so far as the same relate to the respective railways and portion of railway mentioned in this section, shall be read and construed as if the respective periods referred to in those several sections did not expire until the expiration of the extended periods hereby granted in the case of the said railways and portion of railway respectively.

Company to abandon certain authorised railways.

5. The Company shall abandon the railways authorised by the Act of 1873 and therein called respectively "Railway No. 8" and "Railway No. 9," and the subsidiary works connected therewith; and section 23 of the Act of 1873, and section 43 of the Act of 1876, so far as relating to those railways and works, are hereby repealed.

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

6. The abandonment by the Company under the authority of this Act of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company 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 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 Railways Clauses Consolidation (Scotland) Act, 1845, or in the Act of 1873 or in the Act of 1876.

8 & 9 Vict. c. 33.

Compensation to be made in respect of railways abandoned.

7. 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 portion of the railways or works authorised to be abandoned by this Act, the Company shall be released from all liability to purchase or to complete the purchase of any such lands; but, notwithstanding, full compensation shall be made by the Company to the owners and occupiers of or other persons interested in such lands for all injury or

damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice; and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation (Scotland) Act, 1845, as amended by any subsequent Act, for determining the amount and application of compensation paid for lands taken under the provisions thereof. A.D. 1879. 8 & 9 Vict. c. 19.

8. During the continuance of the working agreement the Company and the board of directors of the Company shall have and may exercise all the powers conferred by the Girvan Act of 1872 upon the Portpatrick Company and the board of directors of that company with respect to the appointment and removal of members of the joint committee; and section 10 of that Act shall, during the continuance of the working agreement, be read and construed as if the name of the Company were substituted for that of the Portpatrick Company. During continuance of working agreement certain powers of Portpatrick Company to be exercised by Company.

9. The recited agreement between the Trustees of the Harbour of Dundee of the first part, the Commissioners of Police for the Burgh of Dundee and Thomas Thornton, their clerk, as representing them, of the second part, and the Company of the third part, which is set forth in the schedule to this Act, is hereby sanctioned and confirmed, and shall be obligatory upon the said parties respectively. Confirming agreement between Harbour Trustees and Commissioners of Police of Dundee and the Company.

10. The Company shall not, out of any money by any Act relating to the Company authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation (Scotland) Act, 1845. Interest not to be paid on calls paid up.

11. Nothing in this Act contained shall exempt the Company or the railways authorised to be made by them from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by any Acts relating to the Company. Company not exempt from provisions of any present and future general Railway Acts.

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

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SCHEDULE to the preceding Act.

AGREEMENT between the Trustees of the Harbour of Dundee of the first part, the Commissioners of Police for the Burgh of Dundee and Thomas Thornton, their clerk, as representing them, of the second part, and the Caledonian Railway Company of the third part.

WHEREAS the parties hereto are solely interested in the ground coloured red and light red on the plan subscribed as relative hereto, either as proprietors or in respect of ways or accesses on or over the same or otherwise, and it is expedient for the mutual interest of the harbour of Dundee, the public, and the Caledonian Railway Company to enter into the agreement under written; Therefore the said parties hereto do hereby agree as follows:

First.—The piece of ground coloured light red on the said plan and marked "proposed street" is hereby allocated for and set aside as a public street of the burgh of Dundee to connect East Dock Street with the docks and quays of the harbour of Dundee by the railway level crossing shown on the said plan, save and except such portion of said piece of ground as may be absorbed by throwing the railway shown on the said plan further north, in terms of an agreement and relative plan already entered into by and between the first and third parties hereto and the North British Railway Company, said piece of ground to that extent being hereby agreed and declared to be the property of the first parties.

Second.—The portion of ground coloured red on the said plan, lying on the east of the piece of ground allocated for street as aforesaid, is hereby agreed and declared to be the property of the first parties.

Third.—The portion of ground coloured red on the said plan, lying on the west side of the said ground allocated for street, is hereby agreed and declared to be the property of the said third parties, save and except such part thereof as may be absorbed by throwing the said railway further north, in terms of the agreement and relative plan already entered into as aforesaid, said portion of ground to that extent being hereby agreed and declared to be the property of the first parties; declaring that the said portion of ground, saving as aforesaid, shall be added to the Dundee and Arbroath station-ground of the said third parties, and be held and dealt with the same as if it had been from the beginning part of said station-ground, and be subject to the same uses and conditions.

Fourth.—In respect of the premises the said second parties agree to lay out and pave the said street mentioned in Article One, and also to pave East

Dock Street of Dundee, so far as unpaved, from the east line of Trades Lane eastward to the west line or boundary of the paved street, as well as the unpaved square of ground lying between the west side of the Dundee and Arbroath Railway Station and the east line of Trades Lane of Dundee.

Fifth.—In respect of the premises the said first parties agree to lay out and expend one thousand seven hundred and fifty pounds upon the paving of the harbour street running east from the line of Trades Lane, beginning said paving at the said line of Trades Lane, and continuing eastward till said sum shall be expended.

Sixth.—In respect of the premises the third parties agree to pay to the said second parties seven thousand pounds, and to the said first parties one thousand seven hundred and fifty pounds.

Seventh.—The foregoing agreement is made subject to the sanction of Parliament and to such alterations as Parliament may see fit to make thereon; and the third parties agree, at their own expense, to apply to Parliament for and to promote the confirmation of the same quam primum.

In witness whereof these presents, written on this and the two preceding pages by William Arthur Bell, apprentice to Pattullo and Thornton, solicitors, Dundee, are executed (in duplicate) by the parties hereto, as follows, viz., the same are duly sealed with the common or corporate seal of the said the Caledonian Railway Company, and subscribed by John Cowan, Esquire, and Hugh Brown, Esquire, two of the directors of the said the Caledonian Railway Company, and by Archibald Gibson, secretary of the said the Caledonian Railway Company, in name and on behalf of the said Company, all at Glasgow, on the sixteenth day of July eighteen hundred and seventy-eight years, before these witnesses, James Little Maclean and Robert Gibb, both clerks in the office of the secretary of the said the Caledonian Railway Company in Glasgow; and the same are also sealed on this page with the common or corporate seal of the said the Trustees of the Harbour of Dundee, and subscribed by Harry Walker, manufacturer in Dundee, one of the said trustees and convener of the finance and rights committee of said trustees, and William Gordon Thomson, engineer in Dundee, one of the said trustees and convener of the works committee of said trustees, and by William Thoms, clerk to the said trustees, in name and on behalf of said trustees, and duly authorised, all duly and regularly, and at Dundee, on the twenty-ninth day of said month of July and year last mentioned, before these witnesses, Alexander Edward Gray and William Thoms, junior, both clerks to the said William Thoms; and the same are also subscribed by and for and on behalf of the said Commissioners of Police and their said clerk by William Brownlee, builder in Dundee, one of the said commissioners and preses of the meeting of their tramways and turnpike roads committee at which this agreement was made, and by the said Thomas Thornton, as clerk foresaid, and in name of said meeting and of said commissioners, both at Dundee, on the fifth day of August and year last mentioned, before these witnesses, James Anderson Jobson, junior, clerk to the said Pattullo and Thornton, and James Thomson, junior, apprentice to Thomas Thornton, solicitor, Dundee; declaring that the words and figures "area 23 poles 3 yards"

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occurring on the second line of Article First hereof were duly deleted before execution.

(Signed) J. L. MACLEAN, Witness.
(„) ROBT. GIBB, Witness.

(Signed) JOHN COWAN, Director.
(„) HUGH BROWN, Director.
(„) ARCH. GIBSON, Secy.

Seal of the Caledonian Railway Company.

(Signed) ALEX. E. GRAY, Witness.
(„) WILLIAM THOMS, Junr., Witness.
(„) JAMES A. JOBSON, Jr., Witness.
(„) JAS. THOMSON, Jr., Witness.

(Signed) H. WALKER, Trustee and Convener of Finance Committee.
(„) WM. G. THOMSON, Trustee and Convener of Works Committee.
(„) WILLIAM THOMS, Clerk to Harbour Trustees.
(„) W. BROWNLEE, Preses.
(„) THO. THORNTON, Clerk.

Seal of the Trustees of the Harbour of Dundee.

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