CHAPTER xii.

An Act for enabling the Caledonian Railway Company to make and maintain certain railways and other works, and take lands, in the counties of Stirling, Midlothian, Lanark and Ayr; to acquire the undertakings of the Glasgow Central and Moffat Railway Companies, and to raise additional money; for extending the time for completing certain railways and other works in the counties of Lanark, Renfrew and Forfar; for confirming certain agreements and authorising other agreements; for releasing the sums deposited with reference to the Port Carlisle Branch of the Solway Junction Railway Company, and to the undertakings of the Annan Waterfoot Dock and Railway Company, and the Glasgow Central Railway Company; for dissolving the two Companies last named and the Moffat Railway Company; and for other purposes. A.D. 1889.

[31st May 1889.]

WHEREAS it is expedient that the Caledonian Railway Company (herein-after called "the Company") should be empowered to make and maintain the several railways herein-after described in the counties of Stirling and Midlothian, and to improve certain stations; to maintain the railways herein-after described in the counties of Lanark and Ayr, which have been already constructed; to acquire lands for those and other purposes; and to raise additional money:

And whereas the street or road called the Shore Road, in the burgh of Stirling, is crossed on the level by the railways of the Company and of the North British Railway Company (herein-after called "the North British Company"); and it is expedient that a road should be formed in substitution therefor, and the said level crossings and the footbridges over the same stopped up, and that the expense thereof should be defrayed by the said companies in such

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proportions as may be agreed upon between them or determined by the Board of Trade:

And whereas it is expedient to extend the periods limited for the completion by the Company of the railways herein-after specified in the counties of Lanark, Renfrew, and Forfar:

And whereas it is expedient that the undertakings of the Moffat Railway Company (herein-after called "the Moffat Company"),

44 & 45 Vict. c. lxxxi. authorised by the Moffat Railway Act, 1881, and the Moffat Railway Act, 1882 (herein-after called "the Moffat Acts"), and of the Glas-

45 Vict. c. xlviii. gow Central Railway Company (herein-after called "the Central

51 & 52 Vict. c. cxciv. Company"), authorised by the Glasgow Central Railway Act, 1888 (herein-after called "the Central Act"), should be transferred to and vested in the Company; and that those two companies should be dissolved; and that the sum deposited for securing the completion of the undertaking of the Central Company should be released, and penalties upon the Company in the event of their failing duly to complete the same substituted therefor:

And whereas it is expedient that the several agreements set forth in the Schedules (A), (C), (D), (E) and (F) to this Act should be confirmed:

44 & 45 Vict. c. clxxxvi. And whereas, by the Annan Waterfoot Dock and Railway Act, 1881 (herein-after called "the Annan Act"), the Annan Waterfoot Dock and Railway Company (herein-after called "the Annan Company") were authorised to make and maintain the dock therein described, with a railway for connecting the same with the Solway Junction Railway, and relative works, and to acquire lands and raise

45 & 46 Vict. c. clxxxviii. money for the purposes thereof; and by the Solway Junction Railway Act, 1882 (herein-after called "the Solway Act of 1882"), the Solway Junction Railway Company (herein-after called "the Solway Company") were authorised to make and maintain the railway therein described and called the Port Carlisle Branch Railway, and to acquire lands and raise money for the purposes thereof:

And whereas the Annan Company and the Solway Company have been unable to raise the funds necessary for the purposes of the Annan Act, and of the Solway Act of 1882, and have not acquired any lands nor executed any works under the authority of those Acts, and the respective periods thereby limited for making and completing those works have expired:

And whereas it is expedient that the sum of six hundred and eighty-one pounds, or the equivalent amount of new three per centum annuities, which was deposited with the Chancery Division of the High Court of Justice in England in respect of the application for the railway authorised by the Annan Act, or the corresponding

amount of two and three-quarters per cent. consolidated stock into which the same may have been converted by virtue of the National Debt (Conversion) Act, 1888, and the sum of seven hundred and seventy pounds three shillings deposited with the said Chancery Division in respect of the application for the Solway Act of 1882, or any annuities or stock in which the said sum may now be invested, and any dividends or interest on the said several sums, annuities or stocks which may not have been paid to the depositors thereof, should, subject to the claims of compensation (if any) competent to landowners or other persons under section forty-four of the Annan Act and section thirteen of the Solway Act of 1882 respectively, be transferred and repaid as herein-after provided to the respective parties by whom the said sums were deposited; and that the Annan Company should be dissolved:

And whereas plans and sections, showing the lines and levels of the several railways and roads authorised by this Act, and the lands which may be taken for the several purposes of this Act, and books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the said lands, were duly deposited with the principal sheriff clerks for the counties of Stirling, Midlothian, Lanark and Ayr, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

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

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

Short title.

1. This Act may be cited for all purposes as the Caledonian Railway Act, 1889.

Incorporation of Lands, Railways and Companies Clauses Acts.

2. The Lands Clauses Consolidation (Scotland) Act, 1845; the Lands Clauses Consolidation Acts Amendment Act, 1860; the Railways Clauses Consolidation (Scotland) Act, 1845; Part I. (relating to construction of a railway), Part II. (relating to extension of time), and Part V. (relating to amalgamation), of the Railways Clauses Act, 1863; the clauses and provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, with respect to the following matters (that is to say), the distribution of the capital of the Company into shares, the transfer or transmission of shares, the payment of subscriptions and the means of enforcing the payment of calls, the forfeiture of shares for non-payment of calls, the remedies of creditors of the Company against the shareholders, the borrowing of

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money by the Company on mortgage or bond, the conversion of the borrowed money into capital, the consolidation of the shares into stock, the general meetings of the Company and the exercise of the right of voting by the shareholders, the making of dividends, and the giving of notices; and Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock), of the Companies Clauses Act, 1863, as amended by the Railway Companies (Scotland) Act, 1867, are (except where and as 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 authorised to issue, and to the holders thereof.

Interpretation.

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 the Acts wholly or partially incorporated herewith as applied to this Act, the expression "the Company" means the Caledonian Railway Company; the expression "the special Act" means this Act; the word "schoolmasters" means session clerks; and the expression "the railway" means and includes the railways, roads, and other works by this Act authorised, or any part thereof.

Power to make railways and roads, and take lands for purposes thereof.

4. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways in this Act called respectively Railway No. 1, Railway No. 2, Railway No. 3, Railway No. 4, and Railway No. 5, and the roads all herein-after described; and may maintain the railways herein-after described, which have been already constructed, and are in this Act called respectively Railway No. 6 and Railway No. 7; and may make and maintain all proper stations, sidings, approaches, and other works and conveniences in connexion with all of the said several railways and roads respectively; and may enter upon, take and use such of the lands delineated on the said plans and described in the deposited books of reference, as may be required for those purposes. The railways and roads herein-before referred to and authorised by this Act are:—

(1) A railway (in this Act called "Railway No. 1"), five miles one furlong seven chains and eight yards or thereabouts in length, commencing by a junction with the Ingleston Branch of the Company's Scottish Central Railway, at a point in the

parish of Dunipace, about one hundred and thirty yards southward from Low Quarter Corn Mill, and terminating by a junction with the main line of the Scottish Central Railway, at a point about eighty yards southward from the post on that railway, indicating a distance of one hundred and seventeen and a half miles from Carlisle;

(2) A railway (in this Act called "Railway No. 2"), three furlongs three chains and eighteen yards or thereabouts in length, commencing by a junction with the Denny Branch of the Scottish Central Railway, at a point at or near the bridge carrying the said branch over the public road leading from Kilsyth to Larbert, about three hundred yards westward from Dunipace Mill, and terminating by a junction with the Kilsyth and Bonnybridge Railway, at a point about three hundred and thirty yards eastward from Highland Dykes farm steading;

(3) A railway (in this Act called "Railway No. 3"), four miles two furlongs and two chains or thereabouts in length, being a widening of so much of the said Denny Branch as extends from its junction with the main line of the Scottish Central Railway at Larbert Junction, to its junction with the said Ingleston Branch, and a widening of so much of the said Ingleston Branch as extends from its junction with the said Denny Branch to the commencement of Railway No. 1;

(4) A railway (in this Act called "Railway No. 4"), four furlongs seven chains and seventeen yards or thereabouts in length, being a widening of the main line of the Scottish Central Railway, and of the Larbert Station thereof, commencing at a point about five hundred and sixty yards southward from the booking office at that station, and terminating at a point about four hundred and eighty yards northward from that booking office;

(5) A railway (in this Act called "Railway No. 5"), three furlongs and one yard or thereabouts in length, being a widening of the Company's main line from Carlisle to Edinburgh, commencing by a junction with that main line, at a point about twenty yards westward from the western side of the bridge by which Grove Street in the city of Edinburgh is carried over the said main line, and terminating at or near the booking office of the Company's station in that city; together with an extension and improvement of that station;

(6) A railway already constructed (in this Act called "Railway No. 6"), four miles four furlongs three chains and twenty-one yards or thereabouts in length, commencing by a junction with the Company's Lesmahagow Branch, at a point about sixty yards westward from the post indicating a distance of eighteen miles from the junction of that branch with the Company's main

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line at Motherwell, and terminating at a point about one hundred and sixty yards southward from the engine-house at the Galawhistle pit of the Cairntable Gas Coal Company, Limited;

(7) A railway already constructed (in this Act called "Railway No. 7"), three furlongs three chains and twenty-one yards or thereabouts in length, commencing by a junction with Railway No. 6, at a point about one hundred and fifteen yards eastward from the point where the last-mentioned railway crosses the Galawhistle Burn, there forming the boundary between the counties of Lanark and Ayr, and terminating at a point in the lands of Spireslack, about five hundred yards north-westward from the said engine-house at Galawhistle pit;

(8) A road (in substitution for a portion of the existing Shore Road in the burgh of Stirling), commencing at or near the junction of Maxwell Place and Viewfield Street, and terminating at or near the junction of Shore Road and Forth Street; with a road of access from the said substituted road to the Company's goods yard, commencing at a point about seventy yards northward from the point where the North British Company's Stirling and Dunfermline Railway crosses the said existing Shore Road on the level, and terminating at or near Park House.

Powers of deviation.

5. The Company may, in the construction of the roads by this Act authorised, deviate from the lines thereof delineated on the deposited plans to any extent within the limits of deviation shown on those plans, and may deviate from the levels thereof, as shown on the deposited sections, to any extent not exceeding two feet, or to such further extent as may be sanctioned by the Board of Trade.

Inclinations of roads.

6. In altering for the purposes of this Act the roads next herein-after mentioned, the Company may make the same of any inclinations not steeper than the inclinations herein-after specified in connexion therewith respectively (that is to say):—

No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
		Railway No. 1.	
82	Dunipace -	Public - -	1 in 17
Diversion of 83	Dunipace -	Public - -	1 in 13
11	St. Ninian's -	Public - -	1 in 20 on the one side and 1 in 30 on the other
		Railway No. 3.	
31	Dunipace -	Public - -	1 in 14 on the one side and 1 in 20 on the other

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Height and span of bridges.

7. The Company may make the bridges, for carrying the railways over the roads next herein-after mentioned, of any heights and spans not less than the heights and spans herein-after specified in connexion therewith respectively (that is to say) :—

No. on deposited Plans.	Parish.	Description of Road.	Height.	Span.
		Railway No. 3.		
12	Falkirk - -	Public - -	15	25
20	Dunipace -	Public - -	15	35

Width of roadway.

8. The Company may make the bridge, by which the road next herein-after mentioned will be carried over the railway, and also the said road so far as altered under the powers of this Act, of such width between the fences thereof as the Company think fit, not being less than the width herein-after specified in connexion therewith (that is to say) :—

No. on deposited Plans.	Parish.	Description of Road.	Width between Fences.
		Railway No. 4.	
15	Larbert - -	Public - -	30 feet.

Diversion of roads.

9. The Company may divert or alter any roads, within the limits of deviation delineated on the deposited plans and described in the deposited books of reference, in the manner shown on the deposited plans and sections.

Power to stop up portions of existing roads where diversions substituted.

10. Where any new portions of road, authorised by the provisions of this Act or of the Railways Clauses Consolidation (Scotland) Act, 1845, as incorporated with this Act, to be formed in lieu of existing roads altered or diverted, are respectively completed and opened, the Company may, except where otherwise expressly provided by this Act, permanently stop up those portions of existing roads for which such new portions of road are respectively substituted; and the sites of any portions of existing roads so stopped up, when and so far as the same shall be bounded on both sides by property of the Company, shall, subject to the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, with respect to mines lying under or near the railway, belong to and be vested in the Company; and (except as aforesaid or so far as otherwise provided by section thirty-nine of the last-mentioned Act) all such new portions of road shall, as respects management and maintenance and in all other

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respects, be held as parts of, and be subject to the same provisions as, the existing roads, for portions of which the same are respectively substituted: Provided always, that where any such new portion of road is formed through or along lands belonging wholly or partly to any person, through or along whose lands the superseded portion of existing road for which such new portion of road is substituted passes, the value of the site of so much of the said superseded portion of road as passes through or along the lands of such owner, and is given up to him, shall be taken into account in estimating the compensation payable to him for the land taken from him for such new portion of road.

Company may take certain lands at Stirling, and enter into agreements with Secretary of War Department with respect thereto.

11. Subject to the provisions of this Act, the Company may enter upon, take and use the lands delineated on the deposited plans and described in the deposited books of reference, lying on the eastern side of their goods yard at Stirling, on the western side of the River Forth, on the southern side of the existing Shore Road herein-before mentioned, and on the northern side of a line about seven hundred yards southward from that road, or such part thereof as they may find necessary; and the Company and Her Majesty's Principal Secretary of State for the War Department may enter into and carry into effect agreements and arrangements with each other with respect to the acquisition by them from him of certain portions of the said lands, and the transference by them to him of certain other portions thereof: Provided always, that nothing in this Act contained shall authorise the Company to enter upon, use or interfere with any land, soil or water, or any right in respect thereof, vested in or exercised by the said Principal Secretary for the time being, or to take away, lessen, prejudice or alter any of the rights, privileges, or powers vested in or exercised by the said Principal Secretary for the time being, without his previous consent signified in writing under his hand, and which consent the said Principal Secretary for the time being is hereby authorised to give, subject to such special or other conditions as he shall see fit to impose on the Company: Provided also that no works shall be constructed below high-water mark by the Company without the consent in writing of the Board of Trade.

Dimensions and maintenance of road in substitution for Shore Road.

12. The road herein-before authorised to be made by the Company, in substitution for a portion of the Shore Road in the burgh of Stirling, shall be forty feet in width, twenty-four feet thereof being a causeway paved with whinstone blocks, and eight feet on each side of such causeway being a footway paved with Caithness pavement; and they shall make the necessary drains under the same. The Company shall maintain the bridge and embankments on which the said road is formed, and the fence on each side thereof; but the

commissioners of police of the burgh of Stirling shall maintain and keep clean the roadway and pavement thereof, and also the said drains, from and after the completion of the same.

For the protection of the police commissioners and waterworks commissioners of Stirling.

13. For the protection of the commissioners of police of the burgh of Stirling, acting under the Act 13 and 14 Victoria, chapter 33 (in this section called "the police commissioners"), and of the Stirling Waterworks Commissioners, acting under the Stirling Waterworks Acts, 1848, 1864 and 1881 (in this section called "the water commissioners"), the following provisions shall be binding on the Company and have full effect (that is to say):—

(1.) In constructing the substituted road and the road of access described in section 4, subsection (8) of this Act, the Company shall protect the mains and pipes of the water commissioners, and also the sewers of the police commissioners, under the said roads, or, where necessary, lay new mains or pipes, or construct new sewers, in place of the existing mains or pipes or sewers, to the reasonable satisfaction of the engineers of the water commissioners, or of the police commissioners, as the case may be; and the Company shall be bound to give to the said respective commissioners access to the said mains, pipes and sewers then existing, or to be laid or constructed by the Company, in all future time, for all necessary purposes:

(2.) Before any of the then existing sewers or drains or mains or pipes of the police commissioners or water commissioners are in any way interfered with, the Company shall, where necessary, construct temporary sewers or drains, or mains or pipes, so as to provide for the uninterrupted flow through the same, during the execution of their works, as fully and freely as if the then existing sewers or drains or mains or pipes had not been interfered with:

(3.) As soon as the necessary works are completed, the Company shall replace or restore the said sewers or drains, mains or pipes, where the same are to be replaced or restored, in or near the then existing line, to as good and efficient a condition as they were in previously to the same being interfered with:

(4.) Nothing in this Act shall prevent the police commissioners or the water commissioners from laying, from time to time as they think proper, any additional sewers or drains, mains or pipes, under the Shore Road, notwithstanding that the same may be partly stopped up, or underneath the substituted road and the road of access, or underneath the railway, which may not interfere with the permanent use of the railway; and the police commissioners or the water commissioners shall not be liable for any loss or damage which may happen to the railway

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or roads by any accident except such loss or damage as may be caused by or through the neglect or default of the police commissioners or of the water commissioners, or their respective servants or others employed by them during or after such operations, but the police commissioners and the water commissioners shall be bound to execute such works so as not to cause any stoppage of the railway or loss of traffic thereon:

(5.) The Company shall pay to the police commissioners and to the water commissioners the costs and expenses which they may reasonably incur or be put to in superintending the works referred to in this section:

(6.) In the event of any dispute or difference arising between the police commissioners or their engineer, or the water commissioners or their engineer, and the Company or their engineer, in relation to any of the matters provided for in this and the immediately preceding section of this Act, such dispute or difference shall be referred to and determined by an arbitrator to be appointed in that behalf by the sheriff of the county of Stirling, on the application of the police commissioners, or the water commissioners, or the Company respectively, and the decision of such arbitrator in any such dispute or difference shall be final.

On completion of substituted road, Company may stop up portions of Shore Road, and shall stop up level crossings thereof and relative works.

14. Upon the completion and opening to the public of the said substituted road, the Company may and shall stop up and discontinue as a public road so much of the said existing Shore Road as is situate between the eastern side of the Stirling and Dunfermline Railway, where it crosses that road on the level, and a point seventy-five yards westward therefrom; and may appropriate the site of so much of the said road so stopped up as is situate between the level crossing thereof by the Scottish Central Railway and the last-mentioned point; and may and shall stop up, remove and discontinue the footways or bridges over the said railways adjoining the said level crossings, and the accesses thereto; and section twenty of the Scottish Central Railway Act, 1845, with respect to the said footway or bridge over the Scottish Central Railway and accesses thereto, shall be repealed.

Expense of substituted road to be defrayed by Company and North British Company.

15. The expense of constructing and maintaining the said substituted road (including the cost of the lands necessary therefor and works connected therewith) shall be borne and paid by the Company and the North British Company, in such proportions as may be agreed upon between them, or failing such agreement as shall be determined by the Board of Trade as arbitrators.

Confirming agreement between

16. The minute of agreement, dated the twenty-eighth and twenty-ninth days of March, one thousand eight hundred and eighty-

nine, entered into between the Company and the North British Company, with respect to the said substituted road and certain lands adjacent thereto, which is set forth in the Schedule (A) to this Act annexed, is hereby sanctioned and confirmed, and shall be binding upon the said companies respectively. Within three months from the acquisition of the property referred to in the minute of agreement, the North British Company shall produce to the Commissioners of Inland Revenue a duly stamped deed of conveyance; and in default of production the ad valorem stamp duty, with interest thereon at the rate of five pounds per centum per annum from the date of acquisition and vesting to the date of payment, shall be recoverable from the North British Company, with full costs of suit and all costs and charges attending the same.

Company and North British Company with respect to substituted road and adjacent lands.

17. The Company shall not stop up any portion of the said existing Shore Road or relative works, or of any other road which they are by this Act authorised to stop up, and in substitution for which they are by this Act required to complete and open any new portion of road, until they shall have completed, to the satisfaction of the sheriff of the county in which the same are respectively situate, such substituted portions of road, and opened the same to the public: Provided that the Company shall, before applying to such sheriff for his certificate that any such substituted portion of road is completed to his satisfaction, give seven days notice in writing to the road authority of the district in which the same is situate, of their intention to apply for such certificate.

No road to be stopped up till completion of substituted road is certified by sheriff.

18. The Company and the North British Company may, subject to the approval of the Board of Trade, enter into and carry into effect agreements and arrangements with each other with respect to the enlargement and improvement of the passenger station at Stirling, and the alteration of the lines of rails therein and connected therewith, and the expenses connected with such enlargement, improvement and alteration.

Company and North British Company may enter into agreements for enlarging and altering passenger station at Stirling.

19. The Company may stop up and appropriate the site of the lane, numbered on the deposited plans 36, in the parish of St. Cuthbert, the lands on both sides of which have been acquired by the Company, without substituting any other lane or road therefor.

Company may shut up a lane at Edinburgh.

20. In constructing Railway No. 5, and in exercising any of the other powers conferred by this Act, in, over or under any streets or lanes in the city of Edinburgh in which any gas mains or pipes are laid, the Company shall, before proceeding to interfere with, appropriate or stop up any of such streets or lanes, give at least ten days previous notice of their intention so to do to the clerk to the Edinburgh and Leith Corporations Gas Commissioners (herein-

For protection of gas mains and pipes in city of Edinburgh.

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after referred to as "the gas commissioners"), and shall submit a plan and section showing the intended operations and the alterations proposed, by which any gas mains and pipes in any such street or lane shall or may be affected or interfered with, and the same shall be subject to the reasonable approval of an engineer to be appointed by the gas commissioners; and any alteration or removal or diversion of any such gas mains or pipes shall be done and executed by the gas commissioners, or by persons to be employed by them; and the expense thereof, and all expenses and charges incident thereto, and consequent on any of the said works or operations, shall be repaid by the Company to the gas commissioners; and in the event of any leakage from any such gas mains or pipes occurring at any time, the Company shall not be entitled to make any claim for damage in respect thereof, but only to require the gas commissioners to repair the same in a sufficient manner and within a reasonable time; and nothing in this Act contained shall prevent the gas commissioners, or other persons having right to any gas mains or pipes which may be interfered with or affected as aforesaid, from having access to the same at all reasonable times for repairing and inspecting the same, and for any other necessary purpose: Provided always, that the provision herein contained, in favour of the gas commissioners, shall be in addition to and not in substitution for the provisions with respect to the said matters contained in the Railways Clauses Consolidation (Scotland) Act, 1845.

Differences to be settled by arbitration.

21. If any difference shall at any time arise between the Company and the gas commissioners, or their respective engineers, with respect to any of the matters referred to in the next preceding section, or with reference to the time taken or required for executing any of the works or operations therein mentioned, such difference shall be referred to and determined by an engineer to be appointed by the sheriff of the Lothians and Peebles, on the application of either the Company or the gas commissioners.

For protection of Edinburgh and district water trustees.

22. If, in carrying Railway No. 5 across, over or under any of the aqueducts, conduits or lines of pipe of the Edinburgh and district water trustees (herein-after referred to as "the water trustees"), it shall be found necessary to alter the existing lines or levels of such aqueducts, conduits or lines of pipe, or any of them, or otherwise interfere with the same, it shall be done so as not to injuriously affect or interrupt the supply of water conveyed by the same; and such crossings, and all works necessary therefor and connected therewith, shall be executed at the expense of the Company, and at the sight and to the reasonable satisfaction of the engineer of the water trustees, and according to plans to be submitted to and approved by such engineer before such works shall be begun; and

if the water trustees shall incur any expense for works necessary in reference to the crossing of such aqueducts, conduits or lines of pipe, or any other interference therewith, or in reference to access thereto, they shall be entitled to full compensation from the Company for such expense; and such works to be executed by the Company shall be maintained in good and sufficient repair in all time coming by the Company; and the water trustees shall have at all times the right of access to such aqueducts, conduits or lines of pipe, for the repair, enlargement, alteration and maintenance of the same, and the right of laying additional pipes when they shall see fit, and which access the Company shall be bound to provide: Provided that the water trustees shall as far as possible avoid the causing of any interruption or obstruction to the traffic of the railway.

Differences to be settled by arbitration.

23. If any difference shall at any time arise between the Company and the water trustees, or their respective engineers, with respect to the plans or works or any of the other matters referred to in the next preceding section, such difference shall be referred to and determined by an engineer to be appointed by the sheriff of the Lothians and Peebles, on the application of either the Company or the water trustees.

Regulating diversion of St. Cuthbert's Lane.

24. In constructing Railway No. 5 and relative works, the Company may divert, within the limits of deviation defined on the deposited plans, that portion of the lane numbered on those plans 53, in the parish of St. Cuthbert, which bounds the subjects numbered on the said plans 67, 68, 69, 70 and 71, in the same parish, and may stop up and appropriate the site of that portion of the existing lane for which the said diverted portion will be substituted: Provided always that such diverted portion shall be not less direct in line, nor steeper in gradients, nor of less breadth, than the said existing portion, nor inferior thereto in any other respect, and shall be formed and completed to the reasonable satisfaction of the burgh engineer of the city of Edinburgh.

For protection of corporation of Edinburgh.

25. If, in constructing Railway No. 5, or in exercising any of the other powers conferred by this Act, in, over or under Grove Street, Gardner's Crescent, Tobago Street, Morrison Street or St. Cuthbert's Lane, all in the city of Edinburgh, it shall be necessary to alter the levels or gradients of any of the said streets or lane, or to carry the railway or other works across, over or under any of the sewers or drains in any of the said streets or lane, or in any adjoining street or lane, or in or adjoining the lane numbered on the deposited plans 36, in the parish of St. Cuthbert, it shall be done so as not to injuriously affect the same; and any such alterations and all works necessary therefor and connected therewith shall be executed

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at the expense of the Company, and at the sight and to the reasonable satisfaction of the burgh engineer of the city of Edinburgh, and according to plans to be submitted to him and approved before any such works shall be begun; and if the Lord Provost, magistrates and council of the said city (herein-after called "the corporation of Edinburgh") shall incur any expense for or in connexion with any works necessary in reference to any such alterations, the Company shall be bound to make full compensation therefor; and such works to be executed by the Company shall be maintained in good and sufficient repair in all time coming by the Company; and the corporation of Edinburgh shall have at all times the right of access, which the Company shall be bound to provide and at all times maintain, free and uninterrupted, to the said sewers and drains, for the repair, enlargement, alteration and maintenance of the same, and the right of laying additional sewers and drains when they shall see fit.

Differences to be settled by arbitration.

26. If any difference shall at any time arise between the Company and the corporation of Edinburgh, or their respective engineers, with respect to the plans or works, or any of the other matters referred to in the two next preceding sections, such difference shall be referred to and determined by an engineer to be appointed by the sheriff of the Lothians and Peebles, on the application of either the Company or the corporation of Edinburgh.

Power to take servitudes by agreement.

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

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

28. And whereas, in the exercise of the powers of this Act, it may happen that portions only of the lands, buildings or manufactories shown on the deposited plans may be sufficient for the purposes of this Act, and that such portions may be severed from the remainder of the said properties without material detriment thereto: Therefore, notwithstanding section ninety of the Lands Clauses Consolidation (Scotland) Act, 1845, the owners of and other persons interested in the lands, buildings or manufactories described in the Schedule (B) to this Act annexed, whereof portions only are required for the purposes of this Act, may (if such portions can, in the opinion

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of the jury, arbiters, or other authority to whom the question of disputed compensation shall be submitted, be severed from the remainder of such properties without material detriment thereto) be required to sell and convey to the Company such portions only, without the Company being obliged or compellable to purchase the whole or any greater portion of such properties, the Company always paying for the portions taken by them, and making compensation for any injury or damage of whatever kind sustained by the owners of such properties, and other persons interested therein, by severance or by reason of the remaining portions thereof being injuriously affected or otherwise: Provided always that if in any case, in the opinion of the jury, arbiters, or other authority as aforesaid, any such portion cannot be severed from the remainder of such property without material detriment thereto, the Company may, at any time within one month after the date of the final decision of such jury, arbiters, or other authority, withdraw their notice to treat for the portion required by them; and thereupon they shall pay to the owner of, and other persons interested in, the property in respect of which, or of any portion of which, they have given notice to treat, all loss and damage sustained, and all costs, charges and expenses (as the same shall be taxed as between solicitor and client) reasonably incurred by them in consequence of such notice: Provided also that nothing in this section contained shall be held as determining whether the properties described in the said schedule are or are not subject to the provisions of section ninety of the Lands Clauses Consolidation (Scotland) Act, 1845.

Restriction on displacing persons of labouring class.

29. (1.) The Company shall not, under the powers of this Act, purchase or acquire, in any district within the meaning of the Public Health (Scotland) Act, 1867, ten or more houses occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers, unless and until—

(A) They shall have obtained the approval of the Secretary for Scotland to a scheme for providing new dwellings for the persons residing in such houses, or for such number or proportion of those persons as the Secretary for Scotland shall after inquiry deem necessary, having regard to the number of persons residing in such houses, and working within one mile therefrom, and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses, or to the place of employment of such persons, and to all the other circumstances of the case; and

(B) They shall have given security to the satisfaction of the Secretary for Scotland for the carrying out of the scheme.

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(2.) The approval of the Secretary for Scotland to any scheme under this section may be given either absolutely or conditionally; and after the Secretary for Scotland has approved of any such scheme he may, from time to time, approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out, and shall require the new dwellings proposed to be provided under the scheme to be completed, fit for occupation, before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Secretary for Scotland may dispense with the last-mentioned requirement, subject to such conditions (if any) as he may see fit.

(4.) Any provisions of any scheme under this section, or any conditions subject to which the Secretary for Scotland may have approved of any such scheme, or of any modifications of any such scheme, or subject to which he may have dispensed with the above-mentioned requirement, shall be enforceable by an order of the Court of Session, to be obtained by the Secretary for Scotland.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions, or displace or cause to be displaced the persons residing in any house or houses, in contravention of the requirements of the scheme, they shall be liable to a penalty of five hundred pounds in respect of every such house, which penalty shall be recoverable by the Secretary for Scotland by action in the Court of Session, and shall be carried to and form part of the Consolidated Fund of the United Kingdom: Provided that the Court may, if it think fit, reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section, the Company may appropriate any lands for the time being belonging to them, or which they have power to acquire, and may purchase such further lands as they may require; and for the purpose of any such purchase section ninety of the Public Health (Scotland) Act, 1867, shall be incorporated with this Act, and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section, in the same manner in all respects as if the Company were a local authority within the meaning of that Act, and the scheme were one of the purposes of that Act.

(7.) The Company may, on any lands belonging to them or purchased or acquired under this section, or under any Provisional Order issued in pursuance of this section, erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section, and may sell, demise, let, or otherwise dispose of such dwellings and any lands purchased or acquired as

aforesaid, and may apply for the purposes of this section to which capital is properly applicable, or any of such purposes, any moneys which they may be authorised to raise or apply for the purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall, for the period of twenty-five years from the date of the scheme, be appropriated solely for the purpose of such dwellings; and every conveyance, demise, or lease of such lands and buildings by the Company shall contain proper covenants for securing that the buildings on such lands shall, during such period of twenty-five years, be used exclusively for the purpose of such dwellings:

Provided also that the Secretary for Scotland may at any time dispense with all or any of the requirements of this sub-section, subject to such conditions (if any) as he may see fit.

(8.) The Secretary for Scotland may direct any inquiries to be held which he may deem necessary in relation to any scheme under this section, and for giving effect to any of the provisions of this section; and he and any person appointed by him to hold inquiry shall have and may exercise, for any purpose in connexion with any scheme under this section, all or any of the powers vested in them respectively under the Public Health (Scotland) Act, 1867, in the same manner in every respect as if the preparation and carrying into effect of such scheme were one of the general purposes of that Act.

(9.) The Company shall pay to the Secretary for Scotland a sum, to be fixed by him, in respect of the preparation and issue of any Provisional Order in pursuance of this section, and any expenses incurred by him in relation to any inquiries under this section, including the expenses of any witnesses summoned by the person appointed to hold any such inquiry, and a sum to be fixed by the Secretary for Scotland, not exceeding three guineas a day, for the services of the person so appointed.

(10.) For the purpose of this section, the expression "labouring class" includes mechanics, artisans, labourers and others working for wages, hawkers, costermongers, persons not working for wages but working at some trade or handicraft without employing others except members of their own family, and persons other than domestic servants whose income does not exceed an average of thirty shillings a week, and the families of any such persons who may be residing with them.

Lands for extraordinary purposes.

30. The quantity of land to be acquired by agreement by the Company, for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act, 1845, in connexion with the railways and roads authorised by this Act, shall not exceed eight

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acres, in addition to the lands which they are authorised by this Act to take compulsorily, and by any other Acts to take compulsorily or acquire by agreement.

Period for compulsory purchase of lands.

31. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Extending time for completing certain railways and other works.

32. The period limited by the Caledonian Railway Act, 1886, for the completion and opening for public traffic of the railway authorised by the Caledonian Railway (Additional Powers) Act, 1876, 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, is hereby extended for three years after the expiration of the said period, that is to say, until the twenty-seventh day of June, one thousand eight hundred and ninety-two; and the period limited by the said Act of 1886, for the completion and opening for public traffic of the railways authorised by the said Act of 1878, and therein called respectively Railway No. 1 and Railway No. 2, is hereby extended for three years after the expiration of the last-mentioned period, that is to say, until the twenty-second day of July, one thousand eight hundred and ninety-two; and the period limited by the Caledonian Railway Act, 1887, for the completion and opening for public traffic of the railway authorised by the Caledonian Railway (Further Powers) Act, 1882, and therein called Railway No. 4, is hereby extended for three years after the expiration of the last-mentioned period, that is to say, until the nineteenth day of June, one thousand eight hundred and ninety-three; and the period limited by the Caledonian Railway (No. 1) Act, 1884, for the completion and opening for public traffic of the railway authorised by that Act, and therein called Railway No. 2, is hereby extended for two years after the expiration of the last-mentioned period, that is to say, until the fourteenth day of July, one thousand eight hundred and ninety-one; and the period limited by the Caledonian Railway (No. 1) Act, 1884, for the completion and opening for public traffic of the railways authorised by that Act, and therein called respectively Railway No. 3 and Railway No. 4, is hereby extended for two years after the expiration of the last-mentioned period, that is to say, until the fourteenth day of July, one thousand eight hundred and ninety-one; and the period limited by the Caledonian Railway (No. 2) Act, 1884, for the completion and opening for public traffic of the railway authorised by that Act, and therein called Railway No. 1, and of the quay or pier authorised by that Act, is hereby extended for two years after the expiration of the last-mentioned period, that is to say, until the twenty-eighth

day of July, one thousand eight hundred and ninety-one; and the powers of making the said respective railways and quay or pier and works connected therewith, may be exercised by the Company at any time previously to the said respective days; and those sections of the Company's Acts which relate to the periods for the completion of the said several railways and quay or pier respectively, and to the penalties exigible from the Company in the event of their failing to complete and open the same for public traffic within the said respective periods, shall be read and construed as if the respective periods for such completion and opening referred to in those sections did not expire until the expiration of the extended periods hereby granted in respect to the said works respectively.

Confirming agreements between Company and Robert Thomas Napier Speir, Charles Howatson and Sir Windham Charles James Carmichael Anstruther, and William Forbes.

33. The following agreements entered into between the Company and the persons herein-after named are hereby sanctioned and confirmed, and shall be binding upon the Company and upon the said persons and their heirs and successors in the lands therein mentioned respectively, that is to say:—(1) An agreement, set forth in the Schedule (C) to this Act annexed, dated the twenty-eighth day of March and ninth day of April, one thousand eight hundred and eighty-four, between Robert Thomas Napier Speir, of Culdees Castle in Perthshire, and of Blackstone in Renfrewshire, institute of entail in possession of the lands of Blackstone and others, and the Company, with respect to the purchase by them from him of certain portions of those lands situate in the parish of Kilbarchan and county of Renfrew; (2) An agreement, set forth in the Schedule (D) to this Act annexed, between the Company and Charles Howatson of Glenbuck, and Sir Windham Charles James Carmichael Anstruther, Baronet, dated the second, seventh, and eighth days of July, one thousand eight hundred and eighty-six, with respect to Railway No. 6 and Railway No. 7; and (3) Two agreements, set forth in the Schedules (E) and (F) to this Act annexed, between William Forbes of Callendar, heir of entail in possession of the estates of Callendar and others, and the Company, the one dated the twenty-third and twenty-seventh days of September, one thousand eight hundred and eighty-seven, and the other dated the seventh and twelfth days of October, one thousand eight hundred and eighty-seven, with respect to the purchase by them from him of certain portions of land in the county of Stirling: Provided always that within three months from the date of completion of each of the purchases contemplated by the agreements comprised in Schedules (C, E and F) to this Act, the Company shall produce to the Commissioners of Inland Revenue a duly stamped deed of conveyance in respect of such purchase; and if the Company shall not produce such deed as aforesaid, the ad valorem stamp duty, with interest thereon at the rate of five pounds

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per centum per annum from the date of such completion to the date of payment, shall be recoverable from the Company with full costs of suit, and all costs and charges attending the same.

Power to raise additional capital.

34. The Company may from time to time, subject to the provisions of Part II. of the Companies Clauses Act, 1863, as amended by the Railway Companies (Scotland) Act, 1867, raise, for the several purposes herein-before authorised, and for the completion of works authorised by previous Acts for which sufficient capital has not been thereby provided, and for other purposes of the Company, any additional capital not exceeding in nominal amount seven hundred and fifty thousand pounds, by the issue at their option of new ordinary shares or stock, or new preference shares or stock, or wholly or partially by any one or more of those modes respectively; but the Company shall not issue any share of less nominal value than ten pounds, nor shall any share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof: Provided that 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 or interest 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.

Except as otherwise provided, new shares or stock to be subject to the same incidents as other shares or stock;

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

And to form part of capital of Company.

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

Dividends on new shares or stock.

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

Votes in respect of new shares or stock.

38. Each holder of new shares or stock, in the capital by this Act authorised 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 existing capital stock of the Company would have conferred upon him: Provided always that, except as otherwise expressly provided by the resolution creating the same, no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned. A.D. 1889.

New shares or stock raised under this Act, and any other Act of past or present sessions, may be of same class.

39. Subject to the provisions of any Act already passed, by which the Company are authorised to raise capital by new shares or stock, and to the provisions of this Act, and of any other Act passed in the present session of Parliament, whether before or after the passing of this Act, by which the Company may be authorised to raise capital by new shares or stock, the Company may, if they think fit, raise by the creation and issue of new shares or stock, of one and the same class, all or any part of the aggregate capital which they are by such other Acts and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Power to borrow for purposes of this Act.

40. The Company may, in respect of the additional capital of seven hundred and fifty thousand pounds which they are hereinbefore authorised to raise, from time to time borrow, on mortgage of their undertaking, any sums not exceeding in the whole two hundred and forty-nine thousand pounds; but no part thereof shall be borrowed until shares, or stock, or shares and stock, for the whole of the said additional capital are issued and accepted, and one half of such capital is paid up, and the Company have proved to the sheriff, who is to certify under the forty-second section of the Companies Clauses Consolidation (Scotland) Act, 1845, before he so certifies, that shares, or stock, or shares and stock, for the whole of such capital have been issued and accepted, and that one half of such capital has been paid up, and that not less than one fifth part of the amount of each separate share and the whole amount of the stock in the said capital has been paid on account thereof, before or at the time of the issue or acceptance thereof, and that such shares, or stock, or shares and stock, as the case may be, were issued and accepted, and such one half of the said capital was paid up bonâ fide, and that such shares, or stock, or shares and stock, as the case may be, are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assignees and also, in so far as the said additional capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or assignees, are legally liable for the same; and upon production to such sheriff of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

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Arrears may be enforced by the appointment of a judicial factor.

41. The mortgagees of the Company under this or any previous Act may enforce payment of arrears of interest, or principal, or principal and interest, due on their mortgages, by the appointment of a judicial factor. In order to authorise the appointment of a judicial factor in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a judicial factor is made shall be not less than ten thousand pounds in the whole.

Power to create debenture stock.

42. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863, as amended by the Railway Companies (Scotland) Act, 1867; but, notwithstanding anything therein contained, the interest of all debenture stock, at any time after the passing of this Act created and issued by the Company, shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Existing mortgages to have priority.

43. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall, during the continuance of such mortgages, and subject to the provisions of the Acts under which such mortgages were respectively granted, have priority over any mortgages granted by virtue of this Act; but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Application of moneys.

44. All moneys raised under this Act, whether by shares, or stock, or debenture stock, or borrowing, shall be applied only to those purposes of this Act to which capital is properly applicable.

Company may apply to purposes of this Act funds not required for other purposes.

45. The Company may apply, towards the purposes authorised by this Act, or any of them, to which capital is properly applicable, any capital or funds belonging to or authorised to be raised by them, and which may not be required for the purposes for which the same were authorised to be raised or directed to be applied; and the application, to any of the purposes of this Act, of any funds already so applied is hereby sanctioned and confirmed.

Company to issue certain of their shares to Moffat Company, and thereupon Moffat Company to be

46. On or before the eleventh day of November next after the passing of this Act, the Company shall issue and deliver to the secretary of the Moffat Company certificates of paid up shares or stock in the Company, of the nominal amount of twelve thousand and thirty-six pounds, bearing a preferential dividend of four per centum per annum, with the same priority of ranking, and convertible into ordinary shares of the Company upon the same terms, as the four

per cent. preference shares or stock already issued by the Company under the powers of the Caledonian Railway Act, 1887, which shares or stock or the proceeds thereof shall, after payment of any debts, obligations and liabilities due by or incumbent upon the Moffat Company, whether on capital or revenue account, (other than their mortgage debt which shall be undertaken by the Company as hereinafter provided) be apportioned by the Moffat Company among their shareholders according to their respective rights and interests; and upon such issue and delivery, and intimation thereof in the Edinburgh Gazette (the date of which intimation shall, for the purposes of this section, be held to be the time of amalgamation referred to in Part V. of the Railways Clauses Act, 1863, as incorporated with and applied to this Act), the Moffat Company shall be dissolved, and their shares cancelled, and their whole undertaking, with all their works, lands and property, and powers, rights and privileges (including the power of levying the tolls, rates and charges authorised by the Moffat Acts, but excepting the power of raising additional share capital and borrowing additional money upon mortgage, or by the issue of debenture stock), shall, subject (except as between the Moffat Company and the Company) to all their debts, liabilities and obligations other than mortgage debt, be and are hereby transferred to and vested in the Company as part of their own undertaking; and the lease authorised by the Caledonian Railway (No. 1) Act, 1884, and by the agreement set forth in the Schedule (C) to that Act annexed, of the railways and works authorised by and the powers contained in the Moffat Acts in favour of the Company, shall then terminate: Provided always that the Moffat Company shall be entitled to retain the balance of the sums received by and due to them on revenue account, as at the aforesaid time of amalgamation, under deduction of forty-five pounds, which they shall then pay over to the Company as agreed on: Provided also that the directors of the Moffat Company, who are in office at the date of the dissolution of that company, and the survivors and survivor of them may, notwithstanding such dissolution, continue to act to the effect of taking any proceedings proper for winding up the affairs of that company: Provided likewise that within six months from the said eleventh day of November next after the passing of this Act, the Company shall produce to the Commissioners of Inland Revenue a copy of this Act, printed by Her Majesty's printers, and duly stamped with an ad valorem stamp duty of the same amount as would have been payable if the transfer of the Moffat Company's undertaking had been by a deed of conveyance; and if the Company shall not produce such copy of this Act as aforesaid, the said ad valorem stamp duty, with interest thereon at the rate of five pounds per centum per

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dissolved, and their undertaking vested in Company.

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annum from the said eleventh day of November to the date of payment, shall be recoverable from the Company with full costs of suit, and all costs and charges attending the same.

Company to pay Moffat Company's mortgage debt, and may re-borrow amount thereof upon mortgage of their own undertaking.

47. The Company shall pay and discharge the principal sums and interest due under the mortgages granted by the Moffat Company in virtue of the Moffat Acts as and when the same become due, and may re-borrow the said principal sums in their own name, upon mortgage of their own undertaking or of any part thereof.

Company and Moffat Company may enter into agreements.

48. The Company and the Moffat Company may enter into and carry into effect agreements and arrangements with each other for carrying out the matters referred to in the two immediately preceding sections of this Act, and not being inconsistent with the provisions of those sections.

Company to pay other shareholders in Central Company agreed on price of their shares.

49. On the said eleventh day of November next after the passing of this Act, the Company shall, at their principal office in Glasgow, pay to each of the persons who, on or before the first day of November last, subscribed for shares in the Central Company, and to whom such shares shall have been issued, the price stipulated by the agreement set forth in the Schedule (B) annexed to the Central Act to be paid for such shares; and in the event of any such person failing to attend on the said day or to take payment of the said price, the Company may consign the same in the name of such person in any bank in Glasgow incorporated by Royal Charter or by or under the provisions of any Act of Parliament; and the shares in the Central Company in respect of which such payment or consignation shall be made shall thereupon be held to have been duly transferred to and vested in the Company.

Company may take up unissued capital of Central Company; and on the whole of that capital becoming vested in them, the Central Company to be dissolved, and their undertaking vested in Company, subject to their debts and obligations.

50. The Company may raise the amount of the share capital of the Central Company, so far as unsubscribed or unissued on or before the first day of November last, and of the sums paid or consigned under the provisions of the next preceding section of this Act in respect of the remainder of such share capital, by the issue of shares or stock in their own undertaking, in the same manner, and with the like privileges, and subject to the same conditions, as the shares or stock which they are herein-before authorised to issue for the other purposes of this Act; and as soon as all the shares in the Central Company have, under the provisions of this and the next preceding section of this Act, become vested in the Company, and intimation thereof has been given in the Edinburgh Gazette (the date of which intimation shall, for the purposes of this section, be held to be the time of amalgamation referred to in Part V. of the Railways Clauses Act,

1863, as incorporated with and applied to this Act), the Central Company shall be dissolved, and their shares cancelled, and their whole undertaking, with all their lands and property, and powers, rights and privileges (including the power of levying the tolls, rates and charges authorised by the Central Act, but excepting the power of raising share capital and borrowing money upon mortgage or by the issue of debenture stock) shall, subject to all their debts, liabilities and obligations, be and are hereby transferred to and vested in the Company as part of their own undertaking: Provided always that the directors of the Central Company, who are in office at the date of the dissolution of that company, and the survivors and survivor of them, may, notwithstanding such dissolution, continue to act to the effect of taking any proceedings proper for winding up the affairs of that company: Provided also that within six months from the said eleventh day of November next after the passing of this Act, the Company shall produce to the Commissioners of Inland Revenue a copy of this Act, printed by Her Majesty's printers, and duly stamped with an ad valorem stamp duty of the same amount as would have been payable if the transfer of the Central Company's undertaking had been by a deed of conveyance; and if the Company shall not produce such copy of this Act as aforesaid, the said ad valorem stamp duty, with interest thereon at the rate of five pounds per centum per annum from the said eleventh day of November to the date of payment, shall be recoverable from the Company with full costs of suit, and all costs and charges attending the same.

Company may borrow on mortgage of their own undertaking sums authorised to be borrowed by Central Act.

51. The Company may borrow on mortgage in their own name, and upon the security of their own undertaking or any part thereof, the sums authorised by the Central Act to be borrowed on mortgage.

Company and Central Company may enter into agreements.

52. The Company and the Central Company may enter into and carry into effect agreements and arrangements with each other for carrying out the matters referred to in the three immediately preceding sections of this Act, and not being inconsistent with the provisions of those sections.

For protection of Postmaster-General.

53. Nothing in this Act shall affect the rights of the Postmaster-General, under the Telegraph Act, 1878, to place and maintain telegraphic lines in, under, upon, along, over or across the railways and works comprised in the undertakings of the Moffat Company and the Central Company respectively, and from time to time to alter such telegraphic lines, and to enter upon the land and works comprised in such undertakings respectively, for the purposes in the Telegraph Act, 1878, specified; and the Postmaster-General shall, after the passing of this Act, be at liberty to exercise all the rights aforesaid,

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notwithstanding that the undertakings of the Moffat Company and the Central Company are transferred to and vested in or leased to or worked by the Company, or amalgamated with the undertaking thereof, and as freely and fully in all respects as he was entitled to do before the passing of this Act.

Period for completion of new railways and road.

54. If Railway No. 1 and Railway No. 2, and the aforesaid road in substitution for a portion of the Shore Road within the burgh of Stirling, shall not be completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing the said railways and road respectively, or otherwise in relation thereto, shall cease, except as to so much thereof as shall then be completed.

Penalties imposed unless new railways and central railway be completed and opened within times limited.

55. If the Company fail within the period limited by this Act to complete Railway No. 1 or Railway No. 2 authorised by this Act, or fail within the period limited by the Central Act to complete the railways authorised by that Act, the Company shall be liable to a penalty of fifty pounds a day, for every day after the expiration of the respective periods so limited, until the said railways respectively are completed and opened for the public conveyance of passengers, or until the sums received in respect of such penalty amount to five per centum on the estimated cost of such railways not so completed; and the said penalty may be applied for by any landowner or other person claiming to be compensated, in accordance with the provisions of the next following section of this Act, or by the Solicitor to Her Majesty's Treasury, and in the same manner as the penalty provided in the third section of the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened in the name and with the privity of the Queen's Remembrancer of the Court of Exchequer in Scotland, in the bank and to the credit specified in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company were prevented from completing or opening such railways by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalties.

56. Every sum of money recovered by way of penalty as aforesaid shall be applicable, and after due notice in the Edinburgh Gazette shall be applied, towards compensating any landowners or

other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railways or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, or by the Central Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and be paid or transferred accordingly to or for the account of Her Majesty's Exchequer, in such manner as the said court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury, and be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of the said court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Release of Central Company's deposit fund.

57. Sections fifty-seven and fifty-eight of the Central Act are hereby repealed; and the Court of Exchequer in Scotland may and shall, on the application of the depositors referred to in section fifty-seven of the Central Act, or of the majority of their number, or of the survivors or survivor of them, order that the sum of sixty-one thousand five hundred and seventy-two pounds eighteen shillings and one penny, being the deposit fund therein mentioned, and any interest accrued thereon, so far as not previously paid to such depositors, shall be repaid to the persons or person so applying, or to the survivors or survivor of them, or if they or he so direct to the Company; and upon such order being made, the said sum and interest shall be repaid accordingly.

Railways Nos. 1, 2, 5, 6 and 7 to be held parts of Caledonian Railway; rates leviable thereon.

58. Railway No. 1, Railway No. 2, Railway No. 5, Railway No. 6, and Railway No. 7 shall for all purposes be held and considered parts of the Caledonian Railway; and the tolls, rates and charges leviable by the Company, in respect of the use of the same or of any part thereof, and of carriages and engines thereon, and in respect of accommodation and services provided by the Company in connexion therewith, shall be the same as those authorised by the

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Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866.

Running powers to London and North-western Railway Company.

59. All the powers, rights and privileges conferred on the London and North-western Railway Company by the 71st section of the Caledonian and Scottish Central Railways Amalgamation Act, 1865, with respect to the portions of the Caledonian Railway specified in that section, shall be extended and made applicable to Railway No. 4 and Railway No. 5 by this Act authorised, as well as to any other deviations, widenings or alteration of the said portions of railway mentioned in the said section, which may have been constructed or authorised since the passing of the said Act of 1865, subject however to the terms, conditions and restrictions contained in sections 71 and 72 of the said Act.

Facilities as regards east coast traffic.

60. The several facilities, powers, privileges and provisions, by the Caledonian and Scottish Central Railways Amalgamation Act, 1865, granted, secured and provided, as regards east coast traffic as defined by that Act, shall extend and apply to Railway No. 1 and Railway No. 2, as being railways in extension of or connected with the Scottish Central Line, as defined by the said Act, but the running powers by that Act granted, and the provisions of section 98 of the said Act, shall not extend to the said railways.

Facilities as regards south-western traffic.

61. The several facilities, powers and privileges which were by sections 60 to 65, inclusive, sections 68 to 70 inclusive, and section 106, of the Caledonian and Scottish Central Railways Amalgamation Act, 1865, granted, secured and provided as regards south-western traffic as defined by that Act, shall extend and apply to Railway No. 1 and Railway No. 2.

Railways Nos. 3 and 4 to be held parts of Company's Scottish Central Railway; rates leviable thereon.

62. Railway No. 3 and Railway No. 4 shall for all purposes be held and considered parts of the Company's Scottish Central Railway; and the tolls, rates and charges leviable by the Company, in respect of the use of the same or of any part thereof, and of carriages and engines thereon, and in respect of accommodation and services provided by the Company in connexion therewith, shall be the same as those authorised by the Caledonian and Scottish Central Railways Amalgamation Act, 1865.

Only one short distance charge to be made on railways by this Act vested in Company and on their other railways.

63. The several railways by this Act vested in the Company shall be considered part of their undertaking; and only one short distance charge shall be made for the conveyance of any traffic partly thereon or on any part thereof, and partly on any other railways of the Company.

Release of Annan Company's deposit fund.

64. Subject to the provisions of section forty-four of the Annan Act, relating to compensation to landowners or other persons affected by the powers of that Act so far as respects the railway thereby

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authorised, the Chancery Division of the High Court of Justice in England may and shall, on the application of the depositors referred to in section forty-three of that Act, or of the majority of their number, or of the survivors or survivor of them, order that the sum of six hundred and eighty-one pounds, being the railway deposit mentioned in that section, or the amount of new three per centum annuities, or of two and three quarters per cent. consolidated stock, in which that sum may be at the time invested, and the interest or dividends thereon so far as not previously paid to such depositors, shall be repaid or transferred to the persons or person so applying, or to the survivors or survivor of them, or as they or he may direct; and upon such order being made the said sum or annuities or stock and interest or dividends shall be repaid or transferred accordingly.

Annan Company to be dissolved, and their affairs wound up.

65. Upon the repayment or transfer of the Annan Company's railway deposit, as provided in the next preceding section of this Act, the Annan Company shall be dissolved, and their affairs wound up by the directors of that company in office at the time, and the survivors or survivor of them.

Release of Solway Company's deposit fund.

66. Subject to the provisions of section thirteen of the Solway Act of 1882, relating to compensation to landowners or other persons affected by the powers of that Act relating to the railway thereby authorised, the Chancery Division of the High Court of Justice in England may and shall, on the application of the depositors referred to in section twelve of that Act, or of the majority of their number, or of the survivors or survivor of them, order that the sum of seven hundred and seventy pounds three shillings, being the deposit fund mentioned in that section, or any annuities or stock in which the said sum may be at the time invested, and the interest or dividends thereon so far as not previously paid to such depositors, shall be repaid or transferred to the persons or person so applying, or to the survivors or survivor of them, or as they or he may direct; and upon such order being made the said sum or annuities or stock and interest or dividends shall be repaid or transferred accordingly.

Saving rights of the Crown in foreshore.

67. Nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any portion of the River Forth, or any right in respect thereof, belonging to the Queen's most Excellent Majesty in right of Her Crown, and under the management of the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give); neither shall anything in this Act contained extend to take away, prejudice, diminish or alter any of the estates, rights, privileges, powers or authorities vested in

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or enjoyed or exerciseable by the Queen's Majesty, Her heirs or successors.

Interest not to be paid on calls paid up.

68. No interest or dividend shall be paid, out of any share or loan capital which the Company are by this or any other Act authorised to raise, to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest, on money advanced by him beyond the amount of the calls actually made, as is in conformity with the Companies Clauses Consolidation (Scotland) Act, 1845

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

69. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited, in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway, or to execute any other work or undertaking.

Provision as to general railway Acts.

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

Costs of Act.

71. 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.

SCHEDULES to the preceding Act.

SCHEDULE (A).

MINUTE OF AGREEMENT between the Caledonian Railway Company, first party and the North British Railway Company, second party.

WHEREAS the first party are promoting in the present session of Parliament a Bill, under the short title of "The Caledonian Railway (Additional Powers) Act, 1889," for authority, inter alia, to construct "a road (in substitution for a "portion of the existing Shore Road, in the burgh of Stirling), commencing "at or near the junction of Maxwell Place and Viewfield Street, and ter-"minating at or near the junction of Shore Road and Forth Street; with a "road of access from the said substituted road to the Company's goods yard, "commencing at a point about seventy yards northward from the point where "the North British Company's Stirling and Dunfermline Railway crosses the "said existing Shore Road on the level, and terminating at or near Park "House": And whereas the second party have deposited a petition against, inter alia, the said powers of constructing the proposed road and road of access provisions: And whereas the second party have agreed to withdraw their petition against the said Bill, on the terms afterwritten: Therefore the parties hereto have agreed and hereby do agree as follows:—

First.—The said road and road of access shall be constructed, under the powers and subject to the provisions of the said Bill, in the line and according to the levels shown on an amended plan prepared by George Graham, engineer of the first party, a copy of which amended plan is signed as relative hereto.

Second.—The first party shall acquire, under the powers of the Act to follow on the said Bill, the land or property numbered sixty-five to seventy-four, both inclusive, in the parish of Stirling, on the deposited plans, and shall convey the same, in so far as not required for the execution of the said substituted road, to the second party, at the price, failing agreement between the parties hereto, to be fixed and ascertained by Thomas Binnie, surveyor in Glasgow, so that the said land or property may be held and used by the second party for their station extension. The price to be paid by the second party for the said land or property shall be applied in reduction of the expense of constructing and maintaining the roads referred to in section fourteen of the said Bill.

Third.—The second party shall withdraw their petition against the said Bill.

Fourth.—This agreement is made subject to such alterations as Parliament may see fit to make thereon.

In witness whereof these presents, written on stamped paper by John Stirling Nisbet, clerk to the Caledonian Railway Company, in their solicitor's office, in Glasgow, are, along with the amended plan hereto annexed, subscribed in duplicate as follows, videlicet, by John Walker general manager for and on behalf of the North British Railway Company

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at Westminster, the twenty-eighth day of March, eighteen hundred and eighty-nine, before these witnesses, Thomas Balfour and John Cathles, both clerks to the North British Railway Company, Edinburgh; and by James Thompson, general manager for and on behalf of the Caledonian Railway Company, also at Westminster, the twenty-ninth day of the month and year last mentioned, before these witnesses, James Williamson, residing at number eleven Bentinck Street Greenock, and the said John Stirling Nisbet.

James Williamson, Witness. For the Caledonian Railway Company,
Jno. S. Nisbet, Witness. James Thompson.

Tho. Balfour, Witness. J. Walker,
Jno. Cathles, Witness. For N. B. Ry. Co.

SCHEDULE (B).

Lands, Buildings, and Manufactories of which portions may be taken without taking the whole:—

Parishes.	Nos. on deposited Plans.
	Railway No. 1.
Dunipace - -	27, 68, 69, 79, 80 and 90, 84, 85 and 87.
St. Ninian's - -	110 and 112, 130.
	Railway No. 3.
Denny - - -	23 to 31, both inclusive, and 34, 47.
Dunipace - -	26 and 28, 65 to 71, both inclusive.
	Road No. 1.
Stirling - -	61 to 73, both inclusive, provided the centre line of the road be not deviated southward from the centre line thereof shown on the deposited plans.
	Railway No. 4.
Larbert - -	16, 33 and 34, provided the proposed diversion of road be not deviated eastward from the site thereof shown on the deposited plans.
	Railway No. 5.
St. Cuthbert's -	17 and 22.

SCHEDULE (C).

THIS AGREEMENT, entered into between Robert Thomas Napier Speir, of Culdees Castle in Perthshire, and of Blackstone in Renfrewshire, institute of entail in possession of the Lands and Estate of Blackstone and others after mentioned, of the first part, and the Caledonian Railway Company, incorporated by Act of Parliament, of the second part.

Witnesseth that, subject to the sanction and confirmation after mentioned, the parties have agreed, and do hereby agree as follows, that is to say:—

First.—The first party agrees to sell to the second party, and the second party agree to purchase, for the purpose of being used as a railway, the two strips or pieces of land after described, which lie between the level crossing by the road leading from Middleton Farm, over the second party's Blackstone or Linwood Branch Railway, on the north of the road from Linwood to Blackstone House on the east, and Clippens Oil Works on the west, and which two strips or pieces of land are delineated and coloured red on the plan or tracing annexed, and signed by the parties as relative to these presents, viz.: In the first place, all and whole that strip or piece of land containing one acre and thirty-eight poles or thereby, imperial measure, extending from A to B on the foresaid plan, and which strip or piece of land (which is wider at A than at B on said plan) is intersected a short distance from its eastern extremity by the public road leading from Linwood to Fulwood; and in the second place, all and whole that strip or piece of land containing one rood and thirty-six poles or thereby, imperial measure, lying a short distance eastward of the first-mentioned strip or piece of land, and shown on the foresaid plan as extending from C to D; and which two strips or pieces of land above described contain together one acre two roods and thirty-four poles or thereby, imperial measure, lie in the parish of Kilbarchan, and are part of the estate of Blackstone and others, in the county of Renfrew, particularly described in a disposition and deed of entail by the said Robert Thomas Napier Speir and others, as trustees therein mentioned, in favour of the said Robert Thomas Napier Speir and the heirs and substitutes of entail therein specified, dated the twenty-eighth of June, the twenty-first of July, and the third of August, and recorded in the division of the General Register of Sasines applicable to the county of Renfrew the seventh day of August, all in the year eighteen hundred and eighty; together with the teind sheaves and other teinds, as well parsonage as vicarage, of the said strips or pieces of land, in so far but in so far only as the first party has right to the same, and except as after mentioned the whole parts, privileges, and pertinents of said lands agreed to be sold, and the whole right, title, and interest therein of the first party and the heirs and substitutes of entail foresaid: But declaring that the said lands are to be disponed by the first party to the second party under reservation of the minerals under the same, and of power to work these minerals, and subject also to the present leases of parts thereof, and the right of the first party and his foresaids to lease any unlet part of the said

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minerals: Further, the second party shall be bound to make and maintain two level crossings at the places shown on the said plan or tracing, and to make and preserve sufficient outlets for the drainage of the adjoining fields, all to the reasonable satisfaction and approval of the first party or his factor.

Second.—The second party shall be bound and hereby agree to relieve the first party and his foresaids of any claims of compensation, competent to their mineral and agricultural tenants under current leases in respect of the lands agreed to be sold, or of the purposes for which they are to be used, or otherwise in connexion therewith, other than, in the case of agricultural tenants, for a proportionate abatement from their rents, corresponding to the portion of their lands agreed to be sold, so far as they are entitled to such abatement; and such abatement, as in a question between the first and second parties, shall be at the average rent per acre of the respective farms.

Third.—The price to be paid by the second party to the first party and the heirs and substitutes of entail foresaid, for and in respect of said lands agreed to be sold, shall be one thousand five hundred and forty-one pounds five shillings, being at the rate of nine hundred pounds per acre, or such other sum as may be ascertained to be the value of the said lands, and the amount of compensation due to the first party and the heirs and substitutes of entail foresaid, by valuation in terms of the Lands Clauses Consolidation (Scotland) Act, 1845, and the Lands Clauses Acts Amendment Act, 1860.

Fourth.—The said price shall be payable to the first party, or be consigned in bank in terms of the statutes, as the case may be, within twelve months after the Act of Parliament after mentioned has obtained the Royal Assent, and the first party shall thereupon, at the second party's expense, grant a valid conveyance of the said lands in favour of the second party in terms of law; but in respect the said lands and estate of Blackstone are subject to certain annuities, the first party notwithstanding shall not be bound to obtain the said portions of land agreed to be sold disburdened of the said annuities; the remaining lands, which are alone to be liable in all questions between the first party and his successors and the second party and their successors, forming ample security therfor.

Fifth.—The second party's entry to possession of the lands agreed to be sold shall be as at and from the term of Martinmas eighteen hundred and eighty-three; and, until payment or consignation of the said price, there shall be paid to the first party, or the heir or substitute of entail in possession for the time of the said lands and others, interest at the rate of five per cent. per annum on the said price, half yearly at the terms of Whitsunday and Martinmas, beginning the first payment thereof at the term of Whitsunday, eighteen hundred and eighty-four.

Sixth.—The second party shall apply to Parliament, by Bill, in the session to be held in eighteen hundred and eighty-five, or in any subsequent session, for statutory authority to acquire, hold, and use the lands agreed to be purchased by them under the preceding articles of this agreement, and to carry out the provisions of this agreement.

Seventh.—This agreement is entered into subject to the sanction and confirmation of Parliament, and to such alterations as Parliament may see fit to make thereon; and in the event of such sanction and confirmation not being obtained, the second party shall be bound, and hereby agree to indemnify the first party

and fore-aids of all loss and damage they may sustain in consequence of their use of the land.

Eighth.—The whole expenses of and connected with these presents shall be paid by the second party.

Lastly.—The first party shall be bound to warrant these presents from his own facts and deeds allenarly, and both parties consent to the registration hereof for preservation.

In witness whereof these presents, written upon this and the preceding page of stamped paper by Gerald James Cooper, clerk to Bannatyne, Kirkwood, M'Jannet and France, writers in Glasgow, are executed in duplicate by the parties, as follows, videlicet, they are subscribed by the said Robert Thomas Napier Speir, at Newport Towers, Berkeley, upon the twenty-eighth day of March, in the year eighteen hundred and eighty-four, before these witnesses, William Pemberton, butler, and Henry Pearce Nicholas, footman, both in his employment, and they are sealed with the common seal of the said Caledonian Railway Company, and signed by John Cowan and Hugh Brown, two of their directors, all at Glasgow, upon the ninth day of April, in the year last mentioned, before these witnesses, John Johnstone Haining and John Tully Clarke, both clerks in the office in Glasgow of the secretary of said Company.

William Pemberton, Witness. R. T. N. Speir.
Henry P. Nicholas, Witness.

John J. Haining, Witness. Hugh Brown, Dr.
John Tully Clarke, Witness. John Cowan, Dr.

Seal of the Caledonian Railway Company.

SCHEDULE (D).

Minute of Agreement between the Caledonian Railway Company, of the first part; Charles Howatson Esquire of Glenbuck, of the second part; and Sir Windham Charles James Carmichael Anstruther, of Anstruther and Carmichael, Baronet, of the third part; as to construction of Branch Railway from Bankend Junction to (First) a point at or near the pit known as the Galawhistle Pit, on the lands of Glenbuck, and (Second) a point on the lands of Spireslack, marked A on the plan of said railway subscribed by the parties with reference to these presents.

First.—Subject to the acquisition of the necessary land and the satisfactory settlement with all parties interested therein, the first party shall, without delay, take the necessary steps for constructing the said branch railway, by the route and to the points shown on the plan above mentioned, or as nearly as may be in accordance therewith, and shall proceed with the construction of the said

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railway so that it may be completed and opened for traffic at the earliest possible date. All agreements or arrangements negotiated by the second party for the acquisition of land shall be as they are hereby assigned to the first party, in so far as they can competently be so.

Second.—The parties hereto agree, for their several and respective rights and interests, that the provisions of the Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866, as to tolls, rates and charges, shall apply to the said branch railway in all respects as if the construction of it had been originally authorised by a special Act of Parliament.

Third.—The whole expense incurred by the first party in—

(First) Acquiring the land requisite for the construction of the said branch railway and works connected therewith, and all necessary interests in such land; and

(Second) In constructing and completing the said branch railway as a single line of railway, suitable for the conveyance of goods and mineral traffic, and for working with locomotives, with all necessary signals, fences, works, conveniences and sidings in connexion with the said branch railway, (including a single line siding from the said branch railway to the works or pits of the Cairntable Gas Coal Company, Limited, or the works or pits of the mineral tenants for the time being of the second and third parties, respectively, if the first party shall think fit to form and lay down any such single line, siding or sidings), shall be definitely ascertained by a statement thereof to be made up and certified by James Drynan, accountant to the first party, or by the accountant of the first party for the time being; and the said statement, when so made up, shall for the purposes of this agreement be final and conclusive: Provided always that the said branch railway, and works connected therewith, shall be so constructed and completed as to be capable of being authorised as a public statutory railway, in terms of Article Ninth hereof; and also that the said first party shall be bound to exercise all due care and economy in connexion with the construction and completion thereof.

Fourth.—The second and third parties bind and oblige themselves, conjunctly and severally, to guarantee to the first party that the annual revenue to be received by the first party in respect of traffic using the said branch (after deducting working expenses as after mentioned) shall, for the period of ten years certain from the opening thereof for traffic, amount to a return of not less than six per cent. per annum on the total amount of the said expense, as ascertained in terms of Article Third hereof:

And it is hereby agreed that, for the purpose of ascertaining the amount of the said annual revenue, there shall be credited to the revenue account—

(First) A mileage proportion of the rates applicable to the said branch on all traffic arising or terminating thereon;

Second) A terminal allowance of three pence per ton on all traffic arising or terminating on the said branch, provided that no terminal allowance shall be made in the account in respect of any traffic conveyed at rates of or under one shilling per ton; and

(Third) A mileage proportion of the rates applicable to the said branch on all traffic passing over the said branch, if there should be any such; and

the whole of the revenue as so ascertained shall be subject to the deduction of fifty per cent. per annum for working expenses:

Provided always, and it is hereby agreed, that the said revenue account shall be credited with the said terminal allowance and mileage proportions in respect only of—

(First) Such traffic arising or terminating on the said second and third parties' lands of Glenbuck and Spireslack as shall be sent or conveyed as far as possible by the routes and lines of the first party; and

(Second) All traffic arising or terminating on the lands through which the said railway passes or is intended to pass, other than the said lands of Glenbuck and Spireslack, and which shall be sent or conveyed viâ Bankend Junction aforesaid, whether such traffic shall thereafter be sent and conveyed by the routes and lines of the first party or not.

Fifth.—An account of the said annual revenue, for the purposes of Article Fourth hereof, made up yearly by the said James Drynan, whom failing as aforesaid, shall be final and conclusive; and in the event of the said revenue, as ascertained in the manner provided in Article Fourth hereof, and after deducting fifty per cent. for working expenses as aforesaid, not reaching the amount of the said six per cent. on the said total expense in any twelve months of the period of ten years from the opening of the said branch railway, the second and third parties shall, conjunctly and severally, make good to the first party such deficiency: Provided always, and it is hereby agreed, that if, at the expiry of five years from the opening of the said branch railway, or at any time thereafter, the total sum which shall have been credited to the said revenue account, made up as aforesaid and under the deduction foresaid, shall amount to a sum being not less than sixty per cent. of the amount of the said expense, ascertained in terms of Article Third hereof, then and in that case the second and third parties shall not be liable to make up to the first party any deficiency that may occur in any subsequent year, but shall be freed and discharged of the guarantee undertaken by them in and under these presents in all time thereafter.

Sixth.—All the traffic arising or terminating on the said branch railway, or on the lands and estates through which the said branch passes or is intended to pass, shall from time to time, and at all times, so far as the second and third parties can control or influence the same, be sent and received by the railways and routes of the first party, provided that the rates charged by the first party are not higher than the rates chargeable for similar traffic from or to the said branch to or from any place by any other route.

Seventh.—The second party shall give and convey the land required from him for the said branch railway (including the construction of the same into his own lands of Glenbuck) at the rate of fifteen pounds per acre; and shall also give and convey any land required from him for the construction thereof into the third party's lands of Spireslack, or for any extensions of the said branch railway, at the said rate per acre, at any time when required by the first party, on condition that no portion of the railway as so extended is brought nearer to Glenbuck House than the present "David Pit":

Provided always, and it is hereby agreed, that the second party shall, in addition to the said rate per acre, be entitled to severance damage should such arise through any extension of the said branch, as such severance damage shall

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be ascertained by James Drennan, Auchinlee, Ayr, or by a land valuator to be named by the first party.

Eighth.—The third party shall give and convey any land required for the construction of the said branch railway into his lands of Spireslack, at the lowest rate at which he can do so as heir of entail in possession of said lands; and in order to ascertain the price or value of said land, the first and third parties agree to nominate the said James Drennan, whom failing, Robert Paterson, of Birthwood, Lanarkshire, and John Lamb Murray, of Heavyside, Biggar, as valuators, with all the powers and subject to the provisions of the Lands Clauses Consolidation (Scotland) Act, 1845.

Ninth.—The first party shall make application to Parliament in the next session, or in the session of the years 1887–1888, or of the years 1888–1889, to have the said branch railway authorised by Parliament, in such manner and way as that the same shall thenceforth, and from the date of obtaining such Parliamentary authority, be held, known and worked as a public statutory railway; but the obtaining of the authority foresaid shall not prejudice or affect the guarantee provided for in Article Fifth hereof, or the terms and provisions of this agreement in any other respect; and the second and third parties shall be bound to support such application by giving evidence or otherwise, if asked to do so by the first party.

Tenth.—The first party agrees, if and when required by the third party or his successors in the said lands and estate of Spireslack, to take the necessary steps for constructing an extension or extensions of the said branch railway into or through other parts of the said lands and estate, to a point or points and by a route or routes to be mutually agreed upon and fixed by and between the said first and third parties, and that upon the basis, so far as applicable and capable of taking effect, of this present minute of agreement, except as to the guarantee to be given to the said first party, which shall be provided and given by the third party or his foresaids alone, or by such other party or parties on his or their behalf as shall be approved of and accepted by the first party.

Eleventh.—The parties hereto bind themselves, upon the requisition of any of them, to enter into and execute any further deeds or agreements which may be necessary for giving full and proper legal effect to the provisions of these presents, as such deeds or agreements shall be adjusted and settled at the sight and to the satisfaction of Charles Bowman Logan, Writer to the Signet, Edinburgh, whom failing, John Blair, Writer to the Signet, Edinburgh, who are also hereby nominated and appointed sole arbiters in succession to settle and determine any question or difference which may arise between the parties under these presents.

Lastly.—This agreement is conditional on the acquisition of the necessary land, and the satisfactory settlement with all parties interested therein: And the parties hereto consent to the registration hereof for preservation and execution.

In witness whereof these presents, written upon this and the two preceding pages of stamped paper by Arthur Morgan, clerk to Messieurs Russell and Dunlop, Clerks to the Signet, Edinburgh, are, together with a duplicate hereof, also written by the said Arthur Morgan, and the plan

herein-before referred to, and duplicate thereof, subscribed by the parties hereto as follows, videlicet:—By the said Caledonian Railway Company, by the subscription of Hugh Brown and John Cowan, two of the directors of, and Archibald Gibson, the secretary, all of the said Company, and sealed with the common or corporate seal of the said Company, at Glasgow, the second day of July, in the year eighteen hundred and eighty-six, before these witnesses, Robert Gibb and John Tully Clarke, both clerks to the said Caledonian Railway Company, in their secretary's office in Glasgow; by the said Sir Windham Charles James Carmichael Anstruther, at Carmichael House, in the county of Lanark, the seventh day of the said month of July, and year last mentioned, before these witnesses, Charles Walker Esquire of Brettargh Holt, Kendal, and Francis Moon, butler to the said Sir Windham Charles James Carmichael Anstruther; and by the said Charles Howatson, at House of Glenbuck, in the said county of Lanark, the eighth day of the said month of July, and year last mentioned, before these witnesses, William Findlay Hamilton, farm manager, and Robert Lindsay, coachman, both to the said Charles Howatson, at House of Glenbuck aforesaid.

Seal of the Caledonian Railway Company.

Hugh Brown, Director.
John Cowan, Dr.
Arch. Gibson, Secy.

Robert Gibb, Witness.
J. Tully Clarke, Witness.

Charles Walker, Witness.
Francis Moon, Witness.

W. C. J. Carmichael Anstruther.

William F. Hamilton, Witness.
Robert Lindsay, Witness.

C. Howatson.

SCHEDULE (E).

This Deed of Agreement between William Forbes Esquire of Callendar, heir of entail in possession of the estates of Callendar and others in the County of Stirling, of the first part, and the Caledonian Railway Company, incorporated by the Caledonian Railway Act, 1845, of the second part.

Whereas the first party, as heir of entail foresaid, and his predecessors have from time to time given off in long lease and feu certain portions of his lands in the proximity of the Forth and Clyde Canal, now the property of the second party, upon which works of various kinds have been erected; and in order to give facilities for the traffic to and from the said works, and other works which may be erected on his said lands, has agreed with the second party, with the object of their making an additional branch railway in connexion with the Forth

A.D. 1889. and Clyde Navigation on or adjacent to portions of the first party's estate, as follows, viz.:—

First.—The second party, in virtue of the powers contained in the Acts Fourth and Fifth Victoria, chapter fifty-five, and Thirtieth and Thirty-first Victoria, chapter one hundred and six, agree to purchase from the first party as heir of entail foresaid, and the first party agrees to sell to the second party, five acres of ground or thereby, a little more or less, as the same may be required for the works mentioned in the second article hereof, all as the said ground is delineated, coloured red, and marked numbers one and two on a plan or tracing signed by the parties as relative hereto, and that by way of an annual feu-duty at the rate of twenty pounds per acre, as the same may be ascertained by measurement so soon as the foresaid works have been completed, or such annual sum—not less than the said rate—as may be fixed by two able practical persons as referees, all as prescribed by the said Act Fourth and Fifth Victoria, chapter fifty-five, in the cases of persons under disability.

Second.—The said second party hereby undertake, with all convenient speed, to form upon the said ground a line of railway along the south bank of the Forth and Clyde Canal, in the parish of Falkirk and county of Stirling, to connect their main (Scottish Central) line, at a point near and on the south side of the said canal, with the lock thereon known as lock number sixteen, with all convenient sidings, lyes, and other works in connexion therewith; which railway and works shall, when completed, be in terms of the said Act Fourth and Fifth Victoria, chapter fifty-five, part and parcel of the Forth and Clyde Navigation.

Third.—The entry of the second party to the said ground shall be at the term of Martinmas, eighteen hundred and eighty-seven, from which term the said feu-duty shall be payable at two terms in the year, Whitsunday and Martinmas, in equal portions, beginning the first term's payment at Whitsunday, eighteen hundred and eighty-eight, for the half-year preceding, the next at Martinmas thereafter, and so on, regularly and punctually, with interest and penalty in case of failure in payment in usual form: and until the said ground has been measured, after the works have been completed, the second party shall pay to the first party and his foresaids the sum of one hundred pounds per annum in name of feu-duty from the said term of Martinmas, eighteen hundred and eighty-seven, and that at the terms foresaid, with interest and penalty as aforesaid—the excess of feu-duty so paid, if any, when ascertained by the exact extent of the ground measured, being repaid by the first to the second party, but without interest, and the deficiency, if any, when ascertained as aforesaid, being paid, with interest at the rate of five per cent., by the second to the first party: But declaring, notwithstanding the term of entry above mentioned, that in the event of the second party taking possession of any portion of the said ground prior to the said term of Martinmas, eighteen hundred and eighty-seven, the feu-duty at the rate foresaid shall commence to run and be payable from the date when possession is taken.

Fourth.—In so far as the ground to be taken forms part of plantations in the possession of the first party, the price before stated shall cover all claims against the second party in respect thereof (except as regards the growing trees thereon requiring to be cut, and which shall be paid for by the second party, or laid

aside for the first party); but in so far as any portion of the said ground is let to agricultural tenants or others, the first party shall arrange with these tenants and others for the compensation to be paid to them by the second party; and the second party bind themselves to pay the claims of the said tenants and others as so arranged, and thus to relieve the first party and his successors of all claims against him or them in respect thereof.

Fifth.—So soon as the said ground has been measured and marked off, and the value thereof ascertained as aforesaid the first party shall grant in favour of the second party a feu disposition and conveyance of the said ground, in terms and subject to the conditions of the said Acts.

Sixth.—The expense of these presents, measuring and laying off the ground, obtaining the valuation foresaid, the feu disposition foresaid, and all incidental expenses of every kind connected with the said acquisition, including the fees of the first party's agent as between agent and client, shall be paid by the second to the first party.

Seventh.—All questions and differences which may arise between the parties as to the meaning or implement of these presents, or the adjustment of the conveyance to follow hereon, are hereby referred to James Roberton, Esquire, LL.D., Professor of Conveyancing in the University of Glasgow; whom failing to Alexander Bennett M'Grigor, Esquire, LL.D., Writer in Glasgow; whose decision in all such questions and differences shall be final.

Lastly.—Both parties bind themselves and their foresaids to implement 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 observing or willing thereto over and above performance: And they consent to registration hereof for preservation and execution.

In witness whereof these presents, written on this and the preceding page by Alexander Wilson M'Cosh, clerk to A. J. and A. Graham, Writers in Glasgow, are (along with the plan or tracing annexed) executed and subscribed in duplicate, as follows, viz.:—They are subscribed by the said William Forbes, at Callendar House, Falkirk, on the twenty-third day of September, eighteen hundred and eighty-seven, before these witnesses, David Patterson, his butler, and Andrew Taylor, his valet; and they are sealed with the common seal of the said the Caledonian Railway Company, and subscribed on behalf thereof by John Cowan and Hugh Brown, two of the directors, and Archibald Gibson, the secretary, all of the said the Caledonian Railway Company, at Glasgow, on the twenty-seventh day of the month and year last mentioned, before these witnesses, John Johnstone Haining and John Tully Clarke, both clerks to the said the Caledonian Railway Company in their secretary's office in Glasgow.

David Patterson, Witness.
Andrew Taylor, Witness.

William Forbes.

Seal of the Caledonian Railway Company.

Hugh Brown, Director.
John Cowan, Dr.
Arch. Gibson, Sec.

J. J. Haining, Witness.
J. Tully Clarke, Witness.

A.D. 1889.

SCHEDULE (F).

This Deed of Agreement between William Forbes Esquire of Callendar, heir of entail in possession of the estate of Callendar and others, in the County of Stirling, of the first part, and the Caledonian Railway Company, incorporated by the Caledonian Railway Act, 1845, of the second part.

Whereas the second party are desirous of acquiring from the first party certain portions of land on the entailed estate of Callendar, for the purpose of doubling the existing north and south railway forks from Denny Branch Junctions to the town of Denny, the first party agrees to sell, and the second party agree to acquire and purchase the said subjects, on the terms underwritten :—

First.—The first party agrees to sell to the second party, and the second party agree to purchase, one acre of land or thereby on the said estate of Callendar, as the same is delineated, coloured red, and marked numbers one and two on a plan thereof annexed and signed by the parties as relative hereto. The price payable to the said first party and the heirs of entail in possession of said estate in respect of said subjects agreed to be sold shall be four hundred pounds sterling, or such other sum, not less than said sum, as may be fixed by two able practical persons as referees, all as prescribed by the Act Eight Victoria, chapter nineteen, in the cases of persons under disability.

Second.—The said price shall be payable to the first party, or be consigned in bank, as the case may be, within one month after the Act of Parliament after mentioned shall have obtained the Royal Assent, and the first party shall thereupon grant a valid conveyance, free of all incumbrances, if any, affecting the same, to the second party in terms of law. The second party's entry to the said subjects shall be as at the term of Whitsunday, eighteen hundred and eighty-seven, notwithstanding the date hereof; and until payment or consignation of the said price the second party agree to pay to the first party, or the heir of entail in possession of the said estate, interest at the rate of five per centum per annum on the said price half-yearly, at the terms of Whitsunday and Martinmas by equal portions, beginning the first payment thereof at Martinmas, eighteen hundred and eighty-seven, with one-fifth part farther of each term's interest in name of liquidated penalty in case of failure in the regular payment thereof.

Third.—The second party shall pay, and so free and relieve the first party from all claims whatsoever that may be made by the tenants of the said subjects in consequence of their being deprived of the same, and they shall also pay the expense of these presents, of the conveyance to be granted in their favour as above mentioned, and of all incidental expenses of every kind connected with the said acquisition, including the fees of the first party's agent as between agent and client.

Fourth.—The second party hereby undertake to apply to Parliament by Bill in the session to be held in eighteen hundred and eighty-seven—eighteen hundred and eighty-eight, or in any subsequent session, for statutory authority to acquire, hold and use the subjects agreed to be purchased by them under the

preceding articles of this agreement, and to carry out the provisions thereof; but this undertaking is given always without prejudice to any rights or powers the second party at present have to acquire, hold and use the subjects for the purposes of their undertaking. The first party agrees and binds himself to support the second party's said application to Parliament, and to use his best endeavours, bonâ fide, for the obtaining by the second party of the said statutory authority, but always at the expense of the second party.

Fifth.—All questions and differences which may arise between the parties as to the meaning or implement of these presents, or as to the adjustment of the conveyance to follow hereon, are hereby referred to James Roberton, Esquire, LL.D., Professor of Conveyancing in the University of Glasgow, whom failing to Alexander Bennett M'Grigor, Esquire, LL.D., Writer in Glasgow, whose decision in all such questions and differences shall be final.

Lastly.—Both parties bind themselves to implement their respective parts of the premises to each other under the penalty of one hundred pounds, to be paid by the party failing to the party observing or willing thereto, over and above performance: And they consent to registration hereof for preservation and execution.

In witness whereof these presents, written on this and the preceding page by John Grozier, junior, apprentice to A. J. and A. Graham, Writers in Glasgow, are (along with the plan annexed) executed and subscribed in duplicate as follows, viz.:—They are subscribed by the said William Forbes, at Callendar House, Falkirk, on the seventh day of October, eighteen hundred and eighty-seven, before these witnesses, David Patterson, his butler, and Andrew Taylor, his valet; and they are sealed with the common seal of the said the Caledonian Railway Company, and subscribed on behalf thereof, by Hugh Brown and John Cowan, two of the directors, and Archibald Gibson, the secretary, all of the said the Caledonian Railway Company, at Glasgow, on the twelfth day of the month and year last mentioned, before these witnesses, John Johnstone Haining and John Tully Clarke, both clerks to the said the Caledonian Railway Company in their secretary's office in Glasgow.

DAVID PATTERSON, Witness.
ANDREW TAYLOR, Witness.

WILLIAM FORBES.

J. J. HAINING, Witness.
J. TULLY CLARKE, Witness.

Seal of the Caledonian Railway Company.

HUGH BROWN, Director.
JOHN COWAN, Director.
ARCH. GIBSON. Sec.

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