CHAP. xliv.

An Act for conferring various additional powers upon the Caledonian Railway Company; and for other purposes. A.D. 1870.

[20th June 1870.]

WHEREAS by "The Caledonian Railway (Abandonment, &c.) Act, 1869," it was provided that the Caledonian Railway Company (herein-after called "the Company") should in the then next session of Parliament introduce a Bill, and prosecute and use their best endeavours to obtain an Act, for making and maintaining a single line of railway commencing by a junction with the main line of the Caledonian Railway from Carlisle to Edinburgh near the village of Slateford, and proceeding in or nearly in the course and direction of the railway authorised by "The Caledonian Railway (Balerno Branch) Act, 1865," and terminating to the westward of Newmills farm steading in the parish of Currie; and it is expedient that the Company should be empowered to make and maintain the said line of railway contemplated by the first-mentioned Act, and a connecting branch therefrom to their said main line at a point in the parish of Ratho, and to carry the statute labour road leading from Ravelrig to Dalmahoy over the said main line by a bridge and approaches, in substitution for the existing level crossing near the said proposed connecting branch: Preamble. 32 & 33 Vict. c. cxxvi.

And whereas by "The Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866," the Company were empowered to make and maintain various branch railways, and among others those called in that Act and in this Act "Line No. 4," "Line No. 5," and "Line No. 7" respectively; and it was thereby provided that the powers of the Company for the compulsory purchase of lands for the purposes of that Act should not be exercised after the expiration of three years from the passing of that Act, except as therein mentioned, and that the railways by that Act authorised should be completed and opened for public traffic within five years from the passing of that Act: 29 & 30 Vict. c. cccxlii.

A.D. 1870.

And whereas the Company have not acquired the lands necessary for the construction of the said Line No. 5, and of that portion of the said Line No. 4 which is required for connecting Line No. 5 with their main line of railway, and it is expedient that their powers of compulsory purchase of the said lands should be revived, and that the period limited as aforesaid for the completion and opening for public traffic of Line No. 5, and of the said portion of Line No. 4, and also of the said Line No. 7, should be extended, and that the Company should be empowered to alter the levels of a portion of the last-mentioned line:

28 & 29 Vict. c. ccxc.

And whereas by "The Caledonian Railway (Muirkirk Branch) Act, 1865," the Company were authorised to construct the railway called in that Act and in this Act the "Muirkirk Branch," and it was provided that the same should be completed and opened for public traffic within five years from the passing of that Act, and by

31 & 32 Vict. c. cv.

"The Caledonian Railway (Abandonment, Extension of Time, &c.) Act, 1868," the period so limited was extended for two years and six months after the passing of that Act: And whereas the said railway is in course of construction, but it is expedient that the period for completing and opening the same should be further extended:

30 & 31 Vict. c. lx

And whereas by "The Caledonian Railway (Branches and Station) Act, 1867," the Company were empowered to enter upon, take, and use certain lands for the purposes of station accommodation, sidings, and other works at Carlisle, but the powers thereby conferred on the Company for the compulsory purchase of the said lands expire on the thirty-first day of May one thousand eight hundred and seventy, and it is expedient that those powers should be extended or revived:

And whereas it is expedient to extend the respective periods limited by "The Lands Clauses Consolidation (Scotland) Act, 1845," and "The Lands Clauses Consolidation Act, 1845," and by the various Acts relating to the Company, and to the undertakings now vested in them, for the sale of lands acquired by the Company and by the other companies whose undertakings are now vested in the Company, but which may have ceased or may cease to be required for the purposes of the undertaking of the Company, and to enable the Company to retain and hold or to sell and dispose of the lands so acquired:

32 & 33 Vict. c. cxxvi.

And whereas by the first-recited Act a certain agreement between the Company and the Solway Junction Railway Company was sanctioned and confirmed, under which it was provided that the Company should during the period of thirty years work all the lines and branches of the Solway Junction Railway Company as they are successively opened for traffic and connected with the Company's

system at Kirtlebridge, but it was by the said Act (section thirty-two) provided that if the Railway No. 4, authorised by the "Solway Junction Railway (Deviation) Act, 1865," should not be completed within eighteen months from the passing of the said first-recited Act (which period will expire on the twenty-sixth day of January one thousand eight hundred and seventy-one), the said agreement, as far as it relates to the working of the Solway Junction Railway by the Company, should, subject to the proviso therein contained, be suspended from the expiration of such period of eighteen months until the said railway should be completed:

And whereas by the said "Solway Junction Railway (Deviation) Act, 1865," it was provided that the powers of the Solway Junction Railway Company for the compulsory purchase of land for the purposes of that Act should not be exercised after the expiration of two years from the passing of "The Solway Junction Railway Act, 1864," and that the railways authorised by the said "Solway Junction Railway (Deviation) Act, 1865," (including the Railway No. 4, above mentioned,) should be completed within four years from the passing of "The Solway Junction Railway Act, 1864," and by "The Solway Junction Railway Act, 1867," the period limited as aforesaid by the "Solway Junction Railway (Deviation) Act, 1865," for the compulsory purchase of land, was extended for a period of two years from the passing of "The Solway Junction Railway Act, 1867," and the period limited as aforesaid by the "Solway Junction Railway (Deviation) Act, 1865," for the completion of the railways thereby authorised, was extended until the expiration of three years from the passing of "The Solway Junction Railway Act, 1867:"

28 & 29 Vict. c. clxxxvi.

27 & 28 Vict. c. clviii.

30 & 31 Vict. c. cxvi.

And whereas the extended period for the compulsory purchase of land for the purposes of the said Railway No. 4 has thus expired, and the extended period for the completion of that railway expires on the fifteenth day of July one thousand eight hundred and seventy, and it is expedient that the Company should be empowered to construct the said railway, and to acquire the land necessary for the purposes thereof, within the further extended periods herein-after mentioned, and to advance, on behalf of the Solway Junction Railway Company, the cost of such construction and acquisition, and to retain such cost, and the interest thereon, from the sums payable by the Company to the Solway Junction Railway Company under the said agreement, and that the said companies should be empowered to enter into agreements with each other with reference to these matters:

And whereas it is expedient that the Company should be empowered to acquire and hold certain lands, part of the estate of

A.D. 1870.

Leadloch, adjoining to that portion of their undertaking known as the Cleland and Midcalder Line, and that the construction by the Company of a reservoir on the said lands, with a conduit for taking a supply of water from an adjoining watercourse for the use of their locomotive engines and other purposes, should be sanctioned:

And whereas it is expedient that the Company should be empowered to make an alteration of the turnpike road, called the Possil Road, in or adjoining to the city of Glasgow, for the purpose of enlarging the dimensions of the archway by which that road is carried under the canal called the Forth and Clyde Navigation, belonging to the Company, and that an agreement entered into between the Company, the trustees of the said road, and the board of police of Glasgow, with reference thereto, dated the ninth and eleventh days of March one thousand eight hundred and seventy, of which a copy is contained in the Schedule (A.) to this Act annexed, should be sanctioned and confirmed:

And whereas it is expedient that the Company should be empowered to take down and reconstruct in an altered form the bridges by which the street called Scotland Street, in or near the city of Glasgow, and the turnpike road leading from Glasgow to Parkhouse, are carried over that portion of their undertaking formerly called the General Terminus and Glasgow Harbour Railway, and to acquire a piece of land adjoining to that railway where it is crossed by the said road:

3 & 4 Vict. c. cvii.

And whereas, under the powers of the Act (local) of the third and fourth year of the reign of Her present Majesty, chapter one hundred and seven, a branch railway was formed by the Glasgow, Paisley, and Greenock Railway Company, commencing at or near to Chapel Street and Delingburn Street in the town of Greenock and East Parish thereof, and terminating at or near to the workshops and other buildings situate on the East India Quay, belonging to the trustees of the port and harbours of Greenock, which branch railway, together with the remainder of the undertaking of the last-named company, is now vested in the Company:

And whereas it was by the last-mentioned Act provided, inter alia, (section five,) that the use of the streets, harbours, quays, and wharfs of the town of Greenock, upon which the said branch railway might be formed, should be regulated from time to time by the trustees for paving, lighting, and watching the said town, and the trustees for improving the said harbours, quays, and wharfs respectively, and that all regulations to be made from time to time by the said respective trustees should be binding on the said Company and all other parties interested, and (section nine) that nothing in that Act con-

D. 1870.

and developing the traffic which would be brought thereto by a branch railway which the Company formed under the powers of "The Caledonian Railway (Additional Powers) Act, 1865," and the Company advanced to the said trustees in loan the sum of seven thousand two hundred and four pounds fourteen shillings and sixpence for the period of five years, at the rate of four and a quarter per centum per annum, for the purpose of enabling them to construct the said works, and the said trustees, under the powers of "The Port Glasgow Harbour Consolidation Act, 1864," granted a mortgage to the Company for seven thousand pounds of the said sum over the rates, revenues, and other moneys leviable under or arising by virtue of that Act; and it was agreed, as part of the said arrangement, that at all times and in all time coming the Company should be entitled to use the rails and steam cranes belonging to the said trustees on payment of certain fixed rates, and to retain the moneys payable by them for such use in security for the payment of the interest due to them on the said loan; and it is expedient that the said advance by the Company, and the said arrangement with respect to the repayment thereof, and the use of the said works, and the rates payable by the Company to the said trustees, should be sanctioned:

And whereas an agreement, of which a copy is contained in the Schedule (B.) annexed to this Act, dated the ninth, fifteenth, twenty-fourth, and twenty-sixth days of June one thousand eight hundred and sixty-nine, was entered into between the city of Edinburgh Road Trust, the Lord Provost, magistrates, and town council of the city of Edinburgh, and the Company, with respect to certain alterations of the roads or streets called Lothian Road and St. Cuthbert's Lane, and the road leading from Lothian Road by King's Stables to Grassmarket, all in the city of Edinburgh, and matters connected therewith, which alterations are now completed; and it is expedient that the said agreement should be sanctioned and confirmed, and that the provisions contained in sections seventeen and eighteen of "The Caledonian Railway (Edinburgh Station) Act, 1866," with respect to a then intended archway over a portion of the said St. Cuthbert's Lane, for which a new road has now been substituted in terms of the said agreement, should be repealed:

29 & 30 Vict. c. cccxxv.

And whereas it is expedient that the Company and the commissioners for the harbour and docks of Leith should be empowered to enter into agreements with each other, with respect to the construction by the said commissioners and the use by the Company of works at the said harbour and docks for facilitating the interchange of traffic between the railways of the Company and the said harbour

and docks, and the shipping and unshipping of such traffic thereat, and with respect to the rates, duties, and charges to be levied by the said commissioners in respect of such traffic: A.D. 1870.

And whereas, by "The Scottish Central Railway (Dundee, Perth, and Aberdeen Railway Purchase) Act, 1863," it was provided that the Scottish Central Railway Company should pay half-yearly to the Dundee and Perth and Aberdeen Railway Junction Company sums equal to the shares therein mentioned of the surplus profits, if any, on the undertakings of the last-named company and of the Dundee and Newtyle Railway Company, as therein mentioned; and by "The Caledonian and Scottish Central Railways Amalgamation Act, 1865," the undertaking and obligations of the Scottish Central Railway Company were transferred to and imposed upon the Company; and it is expedient that the Company and the Dundee and Perth and Aberdeen Railway Junction Company should be empowered to enter into agreements with each other for commuting the said shares of contingent surplus profits into fixed half-yearly payments: 26 & 27 Vict. c. ccxxiii. 28 & 29 Vict. c. cclxxxvii.

And whereas plans and sections showing the lines, situation, and levels of the several railways and other works proposed to be constructed as aforesaid, and the lands which may be required for the purposes thereof, and plans showing the lands which may be required for the other purposes herein-before mentioned, and the lands the powers of acquiring which are proposed to be revived as aforesaid, with books of reference to the said several plans, have been deposited for public inspection in the office at Edinburgh of the principal sheriff clerk of the county of Edinburgh, in the offices at Glasgow, Hamilton, Airdrie, and Lanark respectively of the principal sheriff clerk of the county of Lanark, in the office at Linlithgow of the principal sheriff clerk of the county of Linlithgow, in the office at Paisley of the principal sheriff clerk of the county of Renfrew, and in the office at Carlisle of the clerk of the peace for the county of Cumberland, which plans, sections, and books of reference are herein-after referred to as the deposited plans, sections, and books of reference:

But the several objects aforesaid cannot be effected without the authority of Parliament:

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

1. This Act may be cited for all purposes as "The Caledonian Railway (Additional Powers) Act, 1870." Short title.

A.D. 1870.

Provisions of general Acts herein named incorporated.

2. "The Lands Clauses Consolidation (Scotland) Act, 1845;" "The Lands Clauses Consolidation Act, 1845;" "The Lands Clauses Consolidation Acts Amendment Act, 1860;" "The Railways Clauses Consolidation (Scotland) Act, 1845;" "The Railways Clauses Consolidation Act, 1845;" and Part I. (relating to construction of a railway) and Part II. (relating to extension of time) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; and in this Act, and those Acts as applied to this Act, the expression "the Company" means the Caledonian Railway Company; the expression "the special Act" means this Act; the expressions "the railway" and "the undertaking" respectively mean the railways and the undertaking by this Act authorised; and the expression "superior courts," or "court of competent jurisdiction," or any other like expression, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Power to make and maintain certain railways and other works, and to acquire certain lands.

4. Subject to the provisions of this Act, the Company may make, in the lines and according to the levels shown on the deposited plans and sections, the railways and other works herein-after described, and all proper stations, approaches, works, and conveniences connected therewith respectively, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. The railways and other works herein-before referred to and authorised by this Act are—

(1.) A branch railway (in this Act called the "Balerno Branch"), five miles and one hundred and twenty-seven yards or thereabouts in length, commencing by a junction with the main line of the Caledonian Railway leading from Carlisle to Edinburgh near the south-western end of the viaduct by which that line is carried over the Water of Leith, near the village of Slateford, and terminating near the bridge over that river called Balerno Bridge:

(2.) A connecting branch railway (in this Act called the "Balerno Connecting Branch"), one mile two furlongs and sixty-six yards or thereabouts in length, commencing by a junction with the said Balerno Branch about six chains westward from Newmills corn mill, and terminating by a

junction with the said main line of the Caledonian Railway about seven and a half chains eastward from the 93½ mile post from Carlisle on that line:

(3.) An alteration of a portion of the statute labour road leading from Ravelrig to Dalmahoy, consisting of a bridge and approaches thereto for carrying that road over the said main line of the Caledonian Railway, in substitution for the existing level crossing thereof in the parish of Currie: Provided always, that the inclinations of the said altered portion of road shall not be steeper than one in ten on the one side of the bridge and one in twenty on the other side:

(4.) An alteration of the levels of the branch railway authorised by "The Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866," and called in that Act and this Act "Line No. 7," which alteration will be three furlongs and one hundred and eighty yards or thereabouts in length, and will commence near the eastern side of Orchard Street in the town of Hamilton, and terminate about eleven chains eastward from High Patrick Street in that town:

(5.) The railway authorised by the "Solway Junction Railway (Deviation) Act, 1865," and therein called "Railway No. 4" (in this Act called the "Abbey Holme Branch"), two furlongs and one hundred and nineteen yards or thereabouts in length, commencing by a junction with the railway authorised by that Act, and therein called "Railway No. 3," and terminating by a junction with the Carlisle and Silloth Bay Railway in the parish of Abbey Holme:

(6.) An alteration of a portion of the turnpike road called the Possil Road, leading from Allander Bridge in the parish of Baldernock to Blackquarry toll bar in the city of Glasgow, at and adjoining to the place in or near that city where the said road passes under the Forth and Clyde Navigation:

(7.) An alteration of the bridge by which the street called Scotland Street, in or near the city of Glasgow, is carried over that portion of the undertaking of the Company formerly called the General Terminus and Glasgow Harbour Railway, by taking down the said bridge and reconstructing it with other arches or openings under the same:

(8.) An alteration of the bridge by which the turnpike road leading from Glasgow to Parkhouse is carried over the said General Terminus and Glasgow Harbour Railway, by taking down the said bridge and reconstructing it with other arches or openings under the same:

A.D. 1870.

And the Company may maintain the said Balerno Branch, Balerno Connecting Branch, and alteration of Line No. 7; and also, subject to the provisions of this Act, may enter upon, take, and hold the said piece of land adjoining to the said General Terminus and Glasgow Harbour Railway where it is crossed by the turnpike road leading from Glasgow to Parkhouse, and the said lands, part of the estate of Leadloch, adjoining to the said Cleland and Midcalder Line, as delineated on the deposited plans and described in the deposited books of reference, and may maintain in the situation and line and according to the levels shown on the deposited plans and sections the following works already made by them; viz.,

(9.) A reservoir on the last-mentioned lands, and a conduit from the watercourse separating the parish of Cambusnethan from the parish of Whitburn to the said reservoir, and thence to a point adjoining the said Cleland and Midcalder Line near the divergence therefrom of the Benhar Branch, and all proper works and conveniences connected therewith:

And may take a supply of water from the said watercourse by means of the said conduit and reservoir, and appropriate and use the same for their locomotive engines and other purposes: Provided always, that nothing in this Act contained shall prejudice or affect the rights of the trustees of the late William Dixon of Govanhill to the water in the said watercourse or on the said estate of Leadloch, or the rights of the said trustees as lessees of the minerals in the said estate: Provided also, that nothing in this Act contained shall authorise the Company to construct any work upon any tidal lands within the ordinary spring tides of the River Waver and bank thereof, numbered 15 and 22 on the deposited plans of the said Abbey Holme Branch, or to enter upon, take, or use any of such tidal lands.

Lands for extraordinary purposes.

5. 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," and in "The Railways Clauses Consolidation Act, 1845," shall not exceed five acres, in addition to the lands which they are authorised to take and acquire compulsorily or by agreement by any other Act or by any other provisions of this Act.

Powers for compulsory purchases limited.

6. The powers of the Company for the compulsory purchase of lands for the purposes herein-before mentioned shall not be exercised after the expiration of the respective periods herein-after mentioned from the passing of this Act; (that is to say,) for the purposes of the said Abbey Holme Branch one year, for the purposes of the

said Balerno Branch, Balerno Connecting Branch, and alteration of the statute labour road leading from Ravelrig to Dalmahoy two years, and for the other purposes herein-before mentioned three years, from the passing of this Act.

Company not required to purchase the whole of any manufactory on the Balerno branches.

7. Whereas the said Balerno Branch and Balerno Connecting Branch are intended for the accommodation of various manufactories in that district, and with that view are laid out, under arrangement with the owners of such manufactories, so as to pass through certain parts thereof, and it is expedient, and was understood when the Company were required as herein-before recited to prosecute the application for this Act, that section ninety of "The Lands Clauses Consolidation (Scotland) Act, 1845," incorporated with this Act, should not, so far as it relates to manufactories, apply to the acquisition of lands for the said branches: And whereas in the notice of the Bill for this Act it was intimated that application would be made therein for power to alter the said section to that effect, and no opposition has been made to such alteration: Therefore the Company may, notwithstanding the said section, purchase and take such parts only of any manufactories as they may require for the purposes of the said branches, without being required to purchase the whole thereof.

Power of lateral deviation.

8. The Company, notwithstanding the provisions of "The Railways Clauses Consolidation (Scotland) Act, 1845," and of "The Railways Clauses Consolidation Act, 1845," incorporated with this Act, may deviate from the lines of the railways and other works herein-before authorised, as delineated on the deposited plans, to any extent within the limits of deviation delineated on those plans, and in the alteration of the Possil Road and of the levels of Line No. 7 may deviate from the levels, as delineated on the deposited sections, to any extent not exceeding five feet.

Power to alter gradients and curves on Balerno branches.

9. The Company, notwithstanding the provisions of "The Railways Clauses Consolidation (Scotland) Act, 1845," incorporated with this Act, may increase any inclination or gradient of the said Balerno Branch, as described on the deposited sections, to such an extent as they may think fit, provided that such increased inclination or gradient shall not be steeper than one in fifty, and may diminish the radius of any curve on the said branch, as described on the deposited plans, to any extent which shall leave a radius of not less than seven chains.

Inclinations of certain roads.

10. In altering for the purposes of the Balerno Branch the roads next herein-after mentioned, the Company may make the same of

A.D. 1870.

any inclinations not steeper than the inclinations herein-after mentioned in connexion with the same respectively; (that is to say,)

No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
9	Colinton -	Turnpike -	1 in 25 on the one side and 1 in 30 on the other side.
22	Colinton -	Abandoned turnpike.	1 in 16.
27 and 43	Currie -	Parish -	1 in 15 on the one side and level on the other side.

Dimensions of certain bridges.

11. The Company may make the arches of the bridges for carrying the Balerno Branch and Balerno Connecting Branch over the roads next herein-after mentioned, and for carrying the alteration of the road from Ravelrig to Dalmahoy over the Caledonian Railway, of any heights and spans not less than the heights and spans herein-after mentioned in connexion with the said roads and railway respectively; (that is to say,)

No. on deposited Plans.	Parish.	Description.	Height.	Span.
			Feet.	Feet.
		BALERNO BRANCH.		
30	Colinton	Occupation road - - -	11	12
114 and 121	Currie -	Parish road - - - -	14	20
		BALERNO CONNECTING BRANCH.		
241 and 305	Currie -	Parish road - - -	14	20
		ALTERATION OF ROAD FROM RAVELRIG TO DALMAHOY.		
306	Currie -	Caledonian Railway - -	14	28

Width of certain bridges between parapets.

12. The Company may make the bridges for carrying the roads numbered as after mentioned on the deposited plans over the Balerno Branch of any width between the parapets not less than the width herein-after mentioned in connexion with the said roads respectively; (that is to say,)

No. on deposited Plans.	Parish.	Description of Road.	Width between Parapets.
			Feet.
22	Colinton -	Abandoned turnpike - -	12
27 and 43	Currie -	Parish - - -	20

And they may make the bridge for carrying the alteration of the statute labour road leading from Ravelrig to Dalmahoy over the Caledonian Railway of any width between the parapets not less than twenty feet.

Power to stop up a certain private railway and street.

13. The Company, notwithstanding the provisions of "The Railways Clauses Consolidation (Scotland) Act, 1845," incorporated with this Act, may permanently stop up the private railway and street next herein-after mentioned, without substituting others therefor; (that is to say,)

No. on deposited Plans.	Parish.	Description.
	Balerno Connecting Branch.	
257	Currie - - - - -	Private railway.
	Alteration of Levels of Line No. 7.	
238	Hamilton - - - - -	James Street.

Power to stop up certain portions of road for which new lines are to be substituted.

14. The Company may permanently stop up the level crossing in the parish of Currie of the main line of the Caledonian Railway by the existing line of the said statute labour road leading from Ravelrig to Dalmahoy, and the portions of that road on each side of the said level crossing so far as situate between the points of commencement and termination of the alteration of that road authorised by this Act as shown on the deposited plans, and may also permanently stop up the portion of the said Possil Road situate between the points of commencement and termination of the alteration of that road authorised by this Act as shown on the deposited plans, and may appropriate and use or sell and dispose of the site of the portions of road so stopped up.

New portions of road to be subject to same provisions as existing roads.

15. Where any road is altered or diverted under the powers of this Act, the new portion of road formed under those powers shall, as regards maintenance, management, and tolls (if any are leviable), and in all other respects, be held as part of and be subject to the same provisions as the road so altered or diverted.

Notice to be given of taking houses of labouring classes.

16. The Company shall, not less than eight weeks before they take in any city, town, or parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes, as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses; and the Company shall not take any such houses until they have

A.D. 1870.

obtained the certificate of a justice that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

Revival of powers of compulsory purchase of lands for certain branches authorised in 1866.

17. The powers granted by "The Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866," for the compulsory purchase of lands for the purposes of Line No. 5, authorised by that Act, and of so much of Line No. 4 thereby authorised as extends from the main line of the Caledonian Railway to the point of commencement therein described of the said Line No. 5, are hereby revived, and shall continue in force for one year after the passing of this Act.

Extension or revival of powers of compulsory purchase of lands for station purposes at Carlisle.

18. The powers granted by "The Caledonian Railway (Branches and Station) Act, 1867," for the compulsory purchase of lands for the purposes of station accommodation, sidings, and other works at Carlisle, are hereby extended or revived, and shall continue in force for two years after the passing of this Act.

Limiting time for completion of works authorised by this Act.

19. The said Abbey Holme Branch shall be completed within eighteen months from the passing of this Act, the said Balerno Branch and Balerno Connecting Branch shall be completed within two years and six months from the passing of this Act, and the other works authorised by this Act shall be completed within four years from the passing of this Act.

Extending time for completion of certain branches authorised in 1866.

20. The powers granted and the period limited by "The Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866," for the construction and completion of Line No. 5, authorised by that Act, and of so much of Line No. 4, thereby authorised, as extends from the main line of the Caledonian Railway to the point of commencement therein described of the said Line No. 5, are hereby continued and extended for one year after the expiration of the period so limited; and the powers granted and the period limited by the said Act for the construction and completion of Line No. 7, thereby authorised, are hereby continued and extended for three years after the expiration of the period so limited; and section sixteen of that Act, in so far as it relates to the said lines, and imposes a penalty upon the Company in the event of the said lines not being completed and opened for public traffic within the period therein limited, is hereby repealed.

Extending time for completion of Muirkirk Branch.

21. The powers granted and the period limited by "The Caledonian Railway (Muirkirk Branch) Act, 1865," for the construction and completion of the railway by that Act authorised, as continued and extended by "The Caledonian Railway (Abandonment, Extension of Time, &c.) Act, 1868," are hereby further continued and extended for one year after the expiration of the said period as

extended by the last-mentioned Act; and sections eleven, twelve, and thirteen of that Act, imposing a penalty and containing other provisions in the event of the said railway not being completed and opened for public traffic within the period prescribed by that Act, are hereby repealed.

Imposing penalty unless lines be opened within periods limited.

22. If the Company fail to complete the railways authorised to be made by this Act, and the railways the time for completing which is extended by this Act, within the respective periods limited by this Act for the completion of the said railways respectively, 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 public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such railways respectively; 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, and in the same manner as the penalty provided in the third section of the Act seventeenth and eighteenth Victoria, chapter thirty-one, known as "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 the said third section of the Act seventeenth and eighteenth Victoria, chapter thirty-one, to an account opened or to be opened in the name and with the privity of the Queen's Remembrancer of the Court of Exchequer in Scotland, or of the Accountant General of the Court of Chancery in England, (as the case may be,) in the bank named in such 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 lines respectively 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.

Providing for application of penalty in compensation to parties injured.

23. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and, after due notice in the Edinburgh Gazette or the London Gazette (as the case may be), 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 railways referred to in the next preceding section of this Act, or any portion thereof, or who may have been subjected to injury or

A.D. 1870.

loss in consequence of the compulsory powers of taking property conferred by this Act, or by the Acts the powers of which are continued or extended by this Act as aforesaid, 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 or the Court of Chancery in England (as the case may be) may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to or on the application of the Company.

If railways not completed within periods limited, powers of completing same to cease.

24. If the railways referred to in the two next preceding sections of this Act shall not be completed within the respective periods limited by this Act for the completion of such railways respectively, then, on the expiration of such respective periods, the powers granted to the Company by this Act, and the other Acts the powers of which are continued or extended by this Act as aforesaid, for making and completing the said railways respectively, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof respectively as shall then be completed.

Tolls.

25. The Company may demand and take, in respect of the use of the said Balerno Branch and Balerno Connecting Branch, and of carriages and engines thereon, and in respect of accommodation and services provided by them in connexion therewith, any tolls, rates, and charges not exceeding the tolls, rates, and charges which the Company are by "The Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866," authorised to demand and take in respect of the use of the railways by that Act authorised to be made, and of carriages and engines thereon, and in respect of accommodation and services provided by them in connexion therewith; and the said Balerno Branch and Balerno Connecting Branch shall be considered in all respects a part of the Caledonian Railway, and only one short-distance charge shall be made for the conveyance of any traffic partly on those branches or either of them and partly on the Caledonian Railway.

Alteration of Line No. 7. to form in all respects part of that line.

26. The alteration by this Act authorised of the said Line No. 7, authorised by "The Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866," shall for the purposes of tolls and charges, and for all other purposes, form part of the said line as if authorised by that Act.

Abbey Holme Branch to be held part of undertaking of Solway Junction Railway Company.

27. Except as by this Act otherwise provided, the said Abbey Holme Branch, when completed, shall, for the purposes of tolls and charges, and for all other purposes, form part of the undertaking of and be vested in the Solway Junction Railway Company, as if it had been constructed by that company under the powers of the "Solway Junction Railway (Deviation) Act, 1865," and shall be held and deemed for all purposes to be the Railway No. 4 authorised by that Act, and shall be subject to all the provisions of any Acts and of any agreements confirmed by Acts to which that railway would if constructed by the Solway Junction Railway Company have been subject: Provided always, that nothing in this Act contained shall alter or affect the provisions contained in section thirty-two of "The Caledonian Railway (Abandonment, &c.) Act, 1869," except in so far as the construction of the Abbey Holme Branch by the Company is by this Act substituted for the construction of the said Railway No. 4 by the Solway Junction Railway Company.

Providing for advance by and repayment to Company of sums required for Abbey Holme Branch.

28. The Company may advance such sums as may be necessary for defraying the cost of acquiring the lands required for the said Abbey Holme Branch, and of constructing that branch and the works and conveniences connected therewith, from time to time as such sums shall be required, the Solway Junction Railway Company giving the Company, free of charge, such land as they may have already paid for and acquired, and such materials as are on the ground, for the construction of the said branch; and the Company may (subject and without prejudice to the rights, priorities, and powers of the holders of mortgages, bonds, or debenture stock of and in the Solway Junction Railway Company, and also to the settlement by that company of all unsettled claims for land, and of all claims of existing creditors of that company, and also to the payment of all sums payable by them in fulfilment of article second of the agreement next herein-after mentioned, and of the expenses of management, and all rates and taxes, feu duties and ground annuals, payable under article eighth of said agreement,) retain the amount of the sums so advanced, not exceeding in the whole the sum of three thousand four hundred and thirty pounds, together with interest thereon at the rate of four per centum per annum from the respective dates of advance till repayment, out of the proportion payable by the Company to the Solway Junction Railway Company of the gross receipts from the traffic on the lines and branches of that company, as worked by the Company under the agreement between the said companies confirmed by "The Caledonian Railway (Abandonment, &c.) Act, 1869," of which a copy is contained in the Schedule (B.) to that Act annexed: Provided always, that the

A.D. 1870.

Company shall not in any one year retain or require repayment of any greater amount than the interest for such year on the sums advanced as aforesaid, and one fifteenth part of the principal of such sums, together with any arrears of such payments of principal and interest in respect of previous years: Provided also, that if in any year the proportion of the said gross receipts payable by the Company to the Solway Junction Railway Company shall be insufficient to meet the amount payable in that year as aforesaid, so much of the deficiency as consists of principal shall bear interest in favour of the Company at the rate of four per centum per annum.

Power to Company and Solway Junction Railway Company to enter into agreements with respect to Abbey Holme Branch.

29. The Company and the Solway Junction Railway Company may from time to time enter into and carry into effect agreements with each other with respect to the construction of the said Abbey Holme Branch and works connected therewith, the advance of the sums necessary for defraying the cost of constructing the same, and of acquiring the lands required therefor, and the repayment of such sums and interest thereon.

Confirming agreement with respect to alteration of Possil Road.

30. The said agreement entered into between the Company, the board of police of Glasgow, and the trustees of the said Possil Road, acting under "The Glasgow, Kirkintilloch, and Baldernock Turnpike Road Trust Act, 1855," with respect to the construction of the alteration of the said road authorised by this Act, and relative works, the proportions in which the cost thereof is to be defrayed by the said several parties, and other matters connected therewith, dated the ninth and eleventh days of March one thousand eight hundred and seventy, of which a copy is contained in the Schedule (A.) to this Act annexed, is hereby sanctioned and confirmed.

Extending time for sale of lands not required.

31. The periods limited by the several Acts relating to the Company, and to the undertakings now vested in them, or by the provisions incorporated therewith of "The Lands Clauses Consolidation (Scotland) Act, 1845," or "The Lands Clauses Consolidation Act, 1845," for the sale of lands acquired by the Company and by the other companies whose undertakings are now vested in the Company, and now belonging to the Company, but which may have ceased or may cease to be required for the purposes of the undertaking of the Company, are hereby extended until the expiration of five years from the passing of this Act, and the Company may during the said period of five years retain and hold the said lands, or may sell and dispose of the same subject to the provisions of the said Acts with respect to rights of pre-emption in the case of sales of superfluous lands.

Repealing certain provisions of recited Act of 1840, and authorising use of locomotives on Greenock Harbour Branch.

32. Sections five, six, and nine of the Act (local) third and fourth Victoria, chapter one hundred and seven, herein-before recited, so far as the same restrict or provide for the regulation of the use of the branch railway herein-before described, constructed as aforesaid under the powers of that Act, and authorise or require the contingent removal of that branch railway, are hereby repealed, and it shall be lawful for the Company, if they think fit, to use and to permit the use by other persons of locomotive steam engines on the said branch railway; and the provisions contained in section forty of "The Railways Clauses Consolidation (Scotland) Act, 1845," and in sections five, six, seven, and eight of "The Railways Clauses Act, 1863," with respect to level crossings of turnpike and public carriage roads by the railway, shall not apply to the said branch railway where it is constructed upon or across any street or quay.

Regulations with respect to conduct of traffic on that branch so far as formed on streets.

33. The traffic on that part of the branch railway last herein-before mentioned which extends from the point at which it enters upon Delingburn Street to the point at which it enters upon the property of the trustees of the port and harbours of Greenock shall be conducted subject to such regulations, with respect to speed, number of trucks or waggons in each train, police attendance, and otherwise, as shall be agreed upon between the Company and the board of police of Greenock; and, until other or further regulations shall be agreed upon as aforesaid, the following regulations shall be applicable to the conduct of the said traffic; (that is to say,)

First, no train shall stop on any of the streets unless for the purpose of avoiding accidents:

Secondly, no train shall proceed at a greater rate of speed than three miles per hour:

Thirdly, no train shall consist of more than the locomotive engine, the tender, and twelve waggons or trucks:

Fourthly, a policeman, to be paid by the Company, shall walk three yards in advance of each train to clear the way:

Provided always, that if the Company or the said board of police shall fail to agree as to any alterations which may be proposed either by the Company or by the said board of police on the said regulations, either of the said parties may appeal to the Board of Trade, who shall have power to make such alterations thereon as to them shall seem fit.

Regulations with respect to conduct of traffic on that

34. All trains, when passing or remaining upon that portion of the branch railway last herein-before mentioned which is situate upon the property of the trustees of the port and harbours of

A.D. 1870.

branch so far as formed on quays.

Greenock, shall be subject to the regulations made or which may be made with respect thereto by those trustees, not inconsistent with the regulations herein-before contained, or which may be agreed upon as aforesaid between the Company and the board of police of Greenock, so far as the same are in force at the time, and are applicable to the last-mentioned portion of the said branch railway: Provided always, that if the Company shall feel aggrieved by any regulation made or which may be made by the said trustees as aforesaid, they may appeal against the same to the Board of Trade, who shall have power, if they think fit, to cancel or modify the same, or to make such new regulation in lieu thereof as they may consider expedient.

Penalty in case of failure to observe any of such regulations.

35. If the Company fail to observe or abide by any of the regulations herein-before contained with respect to the branch railway last herein-before mentioned, or any regulation which may be agreed upon between the Company and the board of police of Greenock in lieu thereof, or made by the trustees of the port and harbours of Greenock, or the Board of Trade, under the provisions herein-before contained, they shall for every such offence be liable to a penalty not exceeding five pounds; and such penalty shall be payable to the said board of police or to the said trustees, according as the regulation with reference to which it is incurred is one of those herein-before contained, or agreed upon in lieu thereof, between the Company and the said board of police, or is one of those made by the said trustees or by the Board of Trade on appeal therefrom, as aforesaid; and the penalties so payable shall be applied to the purposes of the respective Acts of the said board of police and the said trustees, as the case may be.

Power to Company and Greenock board of police and harbour trustees to enter into agreements.

36. The Company on the one hand, and the board of police of Greenock and the trustees of the port and harbours of Greenock respectively on the other hand, may enter into and carry into effect agreements with each other with respect to the use of the branch railway last herein-before mentioned, so far as the said board and trustees are respectively interested in such use.

Sanctioning temporary advance made by Company to trustees of Port Glasgow Har-

37. The advance made by the Company to the trustees of Port Glasgow Harbour of the sum of seven thousand two hundred and four pounds fourteen shillings and sixpence, as herein-before recited, is hereby sanctioned; and the said trustees shall, unless otherwise agreed between them and the Company, repay that sum to the Company within six months after the passing of this Act, with

interest thereon at the said rate of four and a quarter per centum per annum from the respective dates of advance till payment, so far as not already paid; and the Company shall at all times and in all time coming be entitled to use with their plant the rails on the quays at the harbour of Port Glasgow belonging to the said trustees, on payment of one halfpenny for each ton of traffic which shall pass over the said rails, and to use the steam cranes at the said harbour belonging to the said trustees on payment of twopence for each ton for which the Company shall use the same; and the Company may retain the rates so payable by them to account of the sums due to them as aforesaid by the said trustees.

bour, and rates payable by Company for use of certain works at that harbour.

38. The said agreement, dated the ninth, fifteenth, twenty-fourth, and twenty-sixth days of June one thousand eight hundred and sixty-nine, and entered into between the city of Edinburgh road trust, the Lord Provost, magistrates, and town council of the city of Edinburgh, and the Company, of which a copy is contained in the Schedule (B.) annexed to this Act, is hereby sanctioned and confirmed; and the shutting up of the eastern portion of St. Cuthbert's Lane, referred to in the said agreement, and the substitution of the new road therein mentioned in place thereof, are hereby sanctioned; and sections seventeen and eighteen of "The Caledonian Railway (Edinburgh Station) Act, 1866," are hereby repealed.

Confirming agreement with city of Edinburgh road trust and corporation of Edinburgh, and repealing certain provisions of the Company's Edinburgh Station Act, 1866.

39. The Company and the commissioners for the harbour and docks of Leith may enter into and carry into effect agreements with each other with respect to the construction by the said commissioners and the use by the Company of works at the said harbour and docks for facilitating the interchange of traffic between the railways of the Company and the said harbour and docks, and the shipping and unshipping of such traffic thereat, and with respect to the rates, duties, and charges to be levied by the said commissioners in respect of such traffic: Provided always, that the said commissioners shall not by any such agreement confer any special advantages with respect to rates or facilities on the Company which they shall not also concede to the North British Railway Company, on being required so to do by writing under the seal of that company: Provided also, that the said commissioners shall not confer any special advantages with respect to rates or facilities on the North British Railway Company which they shall not also concede to the Company, on being required so to do by writing under the seal of the Company.

Authorising agreements between Company and Leith Dock commissioners.

A.D. 1870.

Authorising agreements between Company and Dundee and Perth and Aberdeen Railway Junction Company, and contingent repeal of certain provisions.

40. The Company and the Dundee and Perth and Aberdeen Railway Junction Company, with the sanction of three fifths of the votes of the shareholders of those companies respectively present in person or by proxy at general meetings of the said respective companies specially convened for the purpose, may enter into and carry into effect an agreement with each other for commuting into fixed half-yearly payments the sums payable as herein-before recited by the Company to the Dundee and Perth and Aberdeen Railway Junction Company, on account of surplus profits (if any) on the undertakings of the last-named company and of the Dundee and Newtyle Railway Company; and from and after the time fixed for such commutation by such agreement so sanctioned the fixed half-yearly payments so agreed upon shall be in all respects substituted for the sums equal to shares of surplus profits payable to the Dundee and Perth and Aberdeen Railway Junction Company under the second and fourth articles of section twenty-eight of "The Scottish Central Railway (Dundee, Perth, and Aberdeen Railway Purchase) Act, 1863," and shall be payable at the same dates, and form a charge on the same revenue, and have the same priority, and be apportioned in the same manner, as if the same had been shares of surplus profits earned and ascertained under the provisions of the said Act; and the provisions of the said Act for ascertaining the amount of such surplus profits shall be repealed.

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

41. The Company may apply to the purposes authorised by this Act 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.

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

42. The Company shall not, out of any money by any Act relating to the Company 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.

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

43. Nothing herein contained shall be deemed or construed to exempt the railways by this Act or any of the other Acts relating to the Company authorised to be made 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 Par-

liament, of the maximum rates of fares and charges or of the rates for small parcels authorised by such Acts respectively.

Expenses of Act.

44. 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.

A.D. 1870.

SCHEDULES referred to in the preceding Act.

SCHEDULE (A.)

THIS Agreement, entered into by and between the Caledonian Railway Company of the first part, the board of police of Glasgow of the second part, and the trustees acting under "The Glasgow, Kirkintilloch, and Baldernock Turnpike Roads Trust Act, 1855," of the third part, witnesseth, that whereas by a memorandum of arrangement dated the fourteenth day of March eighteen hundred and sixty-seven, entered into between the said Caledonian Railway Company and the magistrates and town council of Glasgow, as acting for the said second and third parties hereto, it was agreed that the magistrates and town council of Glasgow should at once withdraw their opposition to the Caledonian Railway and Forth and Clyde Navigation Companies Amalgamation Bill then before Parliament, upon the condition, inter alia, that the archway of the aqueduct over the public road by which the Forth and Clyde Canal is carried over the Possil Road (being one of the turnpike roads in the trust of the third parties hereto) should be enlarged by the Caledonian Railway Company so as to afford a width of roadway of thirty feet and a height at no point less than fifteen feet and not less than the present length; and towards the expense of enlarging the said archway the said magistrates and town council, acting on behalf foresaid, undertook that there should be subscribed and paid to the Caledonian Railway Company one half of the expense thereof, but not exceeding the sum of six thousand seven hundred and fifty pounds, on the completion of the said work; and further, that the enlargement of said archway should be made within four years from the date of the said Bill receiving the royal assent, which assent was given on the twentieth day of June eighteen hundred and sixty-seven: And whereas the said first parties hereto are now promoting a Bill in Parliament, intituled "A Bill for conferring various Additional Powers upon the Caledonian Railway Company," the preamble whereof bears that it is expedient to make an alteration on the said Possil Road, for the purpose of enlarging the said archway by which the road is carried under the canal: And whereas by the said Bill now promoted by the first parties it is proposed to make an alteration of a portion of the said Possil Road at and adjoining to the place where the said road passes under the canal, and it is further proposed to be enacted, that the Company, and the Lord Provost, magistrates, and council of Glasgow, and the second and third parties hereto respectively, "may enter into and carry into effect agreements "with each other with respect to the construction of the alteration of the said "road authorised by this Act, and relative works, the proportions in which "the cost thereof is to be defrayed by the said several parties, and other "matters connected therewith:" And whereas in the deposited Parliamentary plans referred to in the Bill the portion of the said road so to be altered, situated on the north side of the canal, the gradient proposed is one in fifteen:

And whereas an improved gradient would be desirable, and it has been arranged to extend the lowering of the existing road for a further distance of about five hundred feet to the northward of the point marked on the deposited section, "Termination of proposed alteration of Possil Road," whereby a gradient of one in twenty will be obtained, all conform to plan and section prepared by George Cunningham, Esquire, Engineer to the first parties; it being further arranged to make certain alterations in the form of the archway from that specified in the said agreement, namely, that instead of a uniform height throughout of fifteen feet the bridge should not be less than twelve feet at the springing, nor less than seventeen feet at the crown, clear headway above the road: And whereas the parties hereto have agreed that the said enlargement of the archway, with these alterations and relative works, should be executed in conformity with the said amended plan and section, and upon the conditions and others herein-after written: Therefore the said parties hereto have covenanted and agreed, and do hereby covenant and agree, and bind themselves to each other, as follows:—First.—The said first parties shall enlarge the said archway so as to afford a width of roadway of thirty feet, the bridge not to be less than twelve feet at the springing nor less than seventeen feet at the crown, clear headway above the road, and not less than the present length; and they shall execute the proposed alteration of Possil Road according to the plan and section signed with reference hereto (except the portion aftermentioned, which is to be executed by the said third party,) within three years from the date of the said Bill now promoted receiving the royal assent: Second.—The second and third parties hereto oblige themselves to pay to the first parties the one half of the cost of acquiring the necessary land and of executing the said works, and that on the completion thereof, but not exceeding the sum of six thousand seven hundred and fifty pounds; and the said half shall be payable to the said first parties by the second and third parties in the following proportions; viz., one third part of the said half, but not to exceed the sum of two thousand two hundred and fifty pounds, by the said second parties, and the remaining two third parts of the said half, but not to exceed the sum of four thousand five hundred pounds, by the said third parties; and further, the said third parties hereto, under the powers in the Turnpike Act, undertake and bind and oblige themselves to execute, at the expense of the trust, the cutting down, reducing, and forming the portion of road northward from the point marked letter A on the plan, being the limit of deviation in the Parliamentary plan lodged by the first parties: Third.—The first parties agree to insert in the said Bill now promoted by them clauses empowering the Company to carry out this present agreement, the clauses to be adjusted by the Parliamentary solicitors of the parties; and in the event of the Bill not passing, the first parties bind themselves to apply to Parliament for power, and to insert clauses, for enlarging the said archway and executing the said works, and that in any future session in which they may have a Bill or Bills in Parliament, until they obtain the authority of Parliament for the execution of the works in conformity with this agreement. In witness whereof these presents, written on this and the two preceding pages of stamped paper, for R. and J. M. Hill, writers, Glasgow, by James Findlay, apprentice to John Marshall Hill, writer there, are subscribed in triplicate, under the declaration that the third parties shall, as trustees, and vested with powers

A.D. 1870.

under the General Turnpike Act, communicate to the Caledonian Railway Company these powers, wherever necessary, to carry out this agreement, as follows: by Andrew Buchanan and John Cowan, Esquires, two of the directors, and Archibald Gibson, secretary of the Caledonian Railway Company, for and on behalf of the Company, at Glasgow, the ninth day of March eighteen hundred and seventy, before these witnesses, Robert Mackay, writer to the signet, Edinburgh, and the said George Cunningham; by John Blackley, commissioner to William Stuart Stirling Crawfurd, of Milton; William Graham, of Lambhill; and James Dalrymple, of Woodhead; three and a quorum of the said trustees acting under the foresaid "The Glasgow, Kirkintilloch, and Baldernock Turnpike Roads Trust Act, 1855," viz., the said John Blackley and William Graham, at Glasgow, on the said ninth day of March and year foresaid, before these witnesses, Robert Sinclair and William Lochore Brown, both writers, West George Street, Glasgow, and the said James Dalrymple, at Woodhead, Kirkintilloch, the eleventh day of said month of March and year foresaid, before these witnesses, Robert Reid, law clerk in the City of Glasgow Bank, at Glasgow, and Robert Macfarlan, clerk to the said R. and J. M. Hill; and sealed with the corporate seal of the said "The Board of Police of Glasgow," and subscribed by the Honourable William Rae Arthur, Lord Provost of the city of Glasgow, as chairman of the said board, in testimony thereof, at Glasgow, the eleventh day of said month of March and year foresaid, before these witnesses, John Lang, clerk to the said board of police, and Daniel Campbell, clerk in the City Fiscal's Office.

ROB. MACKAY, Witness.
GEO. CUNNINGHAM, Witness.

ANDREW BUCHANAN.
JOHN COWAN.
ARCH. GIBSON, Secy.

R. SINCLAIR, Witness.
WM. L. BROWN, Witness.

JOHN BLACKLEY.
WM. GRAHAM.

Board of Police of Glasgow. L.S.

J. LANG, Witness.
D. CAMPBELL, Witness.

W. R. ARTHUR.

ROBERT REID, Witness.
ROBERT MACFARLAN, Witness.

JA. DALRYMPLE.

SCHEDULE (B.)

AGREEMENT between The City of Edinburgh Road Trust on the First Part; The Lord Provost, Magistrates, and Town Council of the City of Edinburgh on the Second Part; and The Caledonian Railway Company, incorporated by Act of Parliament, on the Third Part.

Whereas the roads or streets called Lothian Road and St. Cuthbert's Lane, and the road leading from Lothian Road by King's Stables to Grassmarket, all in the city of Edinburgh, being three of the public roads or streets within the city of Edinburgh district of roads, are under the charge of the first parties, and are maintained by them, under the provisions of "The Edinburgh Roads and Streets Act, 1862:"

And whereas it would be greatly for the advantage of the community, especially of those who use horses, carts, and carriages, that the ground or levels of the said road or street called Lothian Road, towards the northern terminus of it, should be raised, and other works executed, under and in virtue of the powers conferred on the first parties in the thirty-sixth section of the said Act:

And whereas, were the ground or levels of the said road or street so raised, the other of the said roads or streets called St. Cuthbert's Lane would at its eastern terminus be rendered inaccessible, for which reason it would be necessary that the eastern portion of St. Cuthbert's Lane should be shut up, and a new road made on ground belonging to the third parties, and substituted for the said portion to be shut up; and further, were the ground or levels of Lothian Road so raised it would be necessary to raise the ground or levels of the western portion of the said road leading from Lothian Road by King's Stables to Grassmarket:

And whereas were such works executed and such things done as herein-after provided it would be reasonable that the third parties should be relieved of the obligations relating to the arching over and lighting of the said eastern portion of St. Cuthbert's Lane, imposed on them under and in virtue of the provisions contained in the seventeenth and eighteenth sections of "The Caledonian Railway (Edinburgh Station) Act, 1866:"

And whereas, having these matters in view, the parties to this agreement have caused to be prepared and have approved of and have signed with reference hereto specifications, plans, and sections for the raising of the ground or levels of Lothian Road and improvement of the same, and for the formation of the new road to be substituted for the eastern portion of St. Cuthbert's Lane proposed to be shut up, and for the raising of the ground or levels of the western portion of the road leading from Lothian Road by King's Stables to Grassmarket, and have also come to an arrangement with one another as to how and at whose expense respectively the works necessary for carrying out these specifications, plans, and sections should be executed:

A.D. 1870.

Therefore the parties hereto have arranged and agreed, and do hereby agree, in manner following; that is to say,—

IN THE FIRST PLACE.—The third parties shall at their own expense form a new road on ground belonging to them in continuation of St. Cuthbert's Lane, and with a terminus at Rutland Street, which new road shall be substituted in place of the eastern portion of St. Cuthbert's Lane proposed to be shut up; and the said new road shall be formed by the said third parties according to the said specifications, plans, and sections, and to the satisfaction of the first parties; and the third parties shall also, at their own expense, fence on both sides the said new road, and lay down a footpath and curb thereon, to the satisfaction of the second parties, and thereafter maintain the same, all in the way and manner provided in the agreement between the second and third parties dated seventeenth and twenty-second May eighteen hundred and sixty-six.

IN THE SECOND PLACE.—The first parties, on the said new road being formed and fenced, and footpath laid down, shall, at the expense of the trust, lay the carriageway of the road, with causeway or metal, as they may consider proper.

IN THE THIRD PLACE.—The first parties, subject to statutory sanction thereto being obtained, shall accept of the said new road when formed, fenced, and made, as a substitute for the eastern portion of St. Cuthbert's Lane proposed to be shut up, and shall exercise whatever powers are competent to them under the statutes under which they act, with a view to such substitution and shutting up being sanctioned by statutory authority, and use their best exertions for securing such sanction; but it is expressly provided and agreed to, that the first parties undertake no responsibility in the premises, further than obliging themselves to use the powers referred to as competent to them under the statutes.

IN THE FOURTH PLACE.—On statutory sanction being obtained for shutting up the eastern portion of St. Cuthbert's Lane, and for substituting the said new road in the place of the said eastern portion, the said new road shall become the property of the first and second parties according to their respective interests in the said eastern portion, and the said eastern portion shall become the property of the third parties.

IN THE FIFTH PLACE.—The first parties shall, at the expense of the said Caledonian Railway Company, raise the ground or levels of the said road or street called Lothian Road according to the said specifications, plans, and sections, and re-form the said road, and lay the same with concrete six inches thick as a foundation for the causeway stones, and execute the other works and operations referred to in the said thirty-sixth section of the Roads Act of eighteen hundred and sixty-six, and raise and relay the footpaths on both sides of the said road, and raise the walls that fence the road, and raise the ground or levels of the western portion of the said road leading from Lothian Road by King's Stables to Grassmarket, and re-form the said portion of the road, and execute whatever alterations or works may be necessary for adapting adjoining properties to the new levels, and generally all other works necessary in the premises, and that to the satisfaction of the first parties in so far as regards the carriageways, and to the satisfaction of the second parties in so far as regards

the footpaths, walls, &c.; declaring that the third parties shall make payment to the first parties of the whole costs and expenses that may be incurred by them in or in reference to the execution of the works to be executed under this article, and shall also free and relieve the first parties of all claims that may be made upon them for or in respect of or consequential on the execution of the said works, and expenses incurred in connexion with such claims; and also declaring that the works to be executed under this article are exclusive of the works to be executed under the succeeding article.

In the Sixth Place.—The first parties, on the expiry of six months after the said ground or levels of Lothian Road shall have been so raised and other works executed, shall, at the expense of the trust, relay the causeway of the said road, in so far as the ground or levels thereof shall have been so raised; and the first parties, on the ground or levels of the said western portion of the road leading from Lothian Road by King's Stables to Grassmarket being so raised, and the said portion of the road being so re-formed, shall, at the expense of the trust, relay the same with metal.

In the Seventh Place.—On all of the said works being satisfactorily completed, the third parties shall be held to be relieved of the obligations imposed on them under the seventeenth and eighteenth sections of "The Caledonian Railway (Edinburgh Station) Act, 1866," and it shall be lawful for them to insert in any Bill they may hereafter introduce into Parliament a clause to that effect, after the same shall have been submitted to and approved of by the first and second parties.

In the Eighth Place.—It is hereby provided and declared, that the said second parties undertake no responsibility in connexion with the subject of this agreement, and shall not be liable for any expense of carrying the same into effect in any manner of way. In witness whereof these presents, written on this and the two preceding pages of stamped paper by William Broadwood, clerk to Messrs. Duncan and Archibald, solicitors, Supreme Courts, Edinburgh, are subscribed in triplicate as follows; viz., by William Duncan, residing in Heriot Row, Edinburgh, clerk to the said City of Edinburgh Road Trust, in name and under authority and on behalf of the said road trust, at Edinburgh, the ninth day of June eighteen hundred and sixty-nine years, before these witnesses, David Paterson and James Walls, both clerks to the said Messrs. Duncan and Archibald; by Daniel Ainslie, residing in Edinburgh, and James Taylor, residing at Starley Hall, Burntisland, two of the directors of the said Caledonian Railway Company, in name and under authority and on behalf of the said company, at Edinburgh, the fifteenth day of the said month of June and year foresaid, before these witnesses, Christopher Johnstone, Dinwoodie Lodge, Lockerbie, and Archibald Gibson, secretary to the said company; and by Peter Miller, residing in Edinburgh, bailie and acting chief magistrate of the city of Edinburgh, and James David Marwick, residing in Edinburgh, town clerk of the said city, in name and under authority and on behalf of the said Lord Provost, magistrates, and town council of the said city, as follows, viz., by the said James David Marwick, at London, the twenty-fourth day of the said month of June and year foresaid, before these witnesses, Robert Renwick, clerk to the said James David Marwick, and John Pedie,

A.D. 1870. clerk to Robert Paterson, burgh assessor, Edinburgh; and by the said Peter Miller, at Edinburgh, the twenty-sixth day of the said month of June and year foresaid, before these witnesses, Alexander Harris, writer, Edinburgh, and Richard Brydon, clerk to the said James David Marwick.

DAVID PATERSON, Witness.
JAMES WALLS, Witness.

WM. DUNCAN.

C. JOHNSTONE, Witness.
ARCH. GIBSON, Witness.

DAN. AINSLIE, Director.
JAMES TAYLOR, Director.

ALEX. HARRIS, Witness.
RICHD. BRYDON, Witness.

P. MILLER, Bailie, Acting Chief Magistrate.

ROB. RENWICK, Witness.
JOHN PEDIE, Witness.

J. D. MARWICK, Town Clerk.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1870.