CHAPTER cxxix.

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An Act for enabling the Caledonian Railway Company to construct certain railways and other works in the counties of Renfrew, Forfar, Stirling, and Clackmannan, to acquire and complete the Alloa Railway, and to take in lease the Moffat Railway; for extending the time for completing the Alloa Railway; for dissolving the Alloa Railway Company; for abandoning the Larbert and Grangemouth connecting lines of the Caledonian Railway Company, and confirming an agreement between that Company and the North British Railway Company with respect to the use of the Stirlingshire Midland Junction and Grangemouth Railways and other matters; and for other purposes. [14th July 1884.]

WHEREAS it is expedient that the Caledonian Railway Company (herein-after called "the Company") should be authorised to make a branch railway from the Greenock Section of their railway to a point near the Cart Navigation; branch railways from their Dundee and Newtyle Line to the northern side of the royal burgh of Dundee; a doubling of a portion of their South Alloa Branch; an extension of the Alloa Railway in the burgh of Alloa; and a road or street in connexion therewith; and to acquire the lands necessary for these purposes and for station accommodation at Alloa:

And whereas by the Caledonian Railway (Additional Powers) Act, 1880, two agreements entered into between the promoters of the Alloa Railway Company and the Company, and adopted by the Alloa Railway Company in manner therein mentioned, were sanctioned and confirmed, by which agreements it was inter alia provided that the Company might, if they saw fit, at any time within three years from the completion and opening for traffic of the Alloa Railway, and upon obtaining the necessary powers from Parliament, acquire the

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whole undertaking of the Alloa Railway Company, on payment of the price therein mentioned:

And whereas it is expedient that the Company should be authorised to acquire the Alloa Railway, without waiting for the completion and opening for traffic thereof, and to complete that railway; and that the time for completing it should be extended; and that the Alloa Railway Company should be dissolved:

And whereas it is expedient that the Moffat Railway Company should be authorised to grant, and the Company should be authorised to accept, a lease in perpetuity of the undertaking of the Moffat Railway Company, and that certain agreements between that company and the Company with respect to the completion and lease of that undertaking should be confirmed:

And whereas by the Caledonian Railway (Larbert and Grangemouth Connecting Lines) Act, 1881, the Company were authorised to construct certain railways; and by an agreement dated the twenty-seventh day of March and fourth day of April, one thousand eight hundred and eighty-three, entered into between the Company and the North British Railway Company, the Company obtained certain running and other powers therein specified over the Stirlingshire Midland Junction Line of the North British Railway Company, whereby the construction of the railways authorised by the last-mentioned Act has been rendered unnecessary; and by the said agreement various other arrangements were made between the said companies, with respect to the conveyance and accommodation of their respective traffic on certain portions of their respective undertakings, and the tolls and rates payable in respect thereof, and other matters; and it is expedient that the said agreement should be confirmed:

And whereas plans and sections, showing the lines and levels of the railways and road or street authorised by this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the principal sheriff clerks for the counties of Renfrew, Forfar, Stirling and Clackmannan, 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 (No. 1) Act, 1884.

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 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 Companies Clauses Act, 1869, are (except where expressly varied by this Act) incorporated with and form part of this Act; and all the provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, so incorporated with this Act, which relate to stock into which shares in the capital of the Company have been converted or consolidated, shall apply to the stock which the Company are by this Act 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; the expression "the Alloa Company" means the Alloa Railway Company; and the expression "the Moffat Company" means the Moffat Railway Company; 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; and the expression "the railway" means and includes the railways and the road or street and other works by this Act authorised, or any part thereof.

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Power to make railways and road or street.

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 and road or street hereinafter described, with all proper stations, sidings, approaches, and other works and conveniences in connexion 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 those purposes, and also for the purpose of station accommodation in the burgh of Alloa, in connexion with the Alloa Railway. The railways and road or street herein-before referred to and authorised by this Act are:—

(1.) A railway (in this Act called "Railway No. 2"), one mile three furlongs one chain and two yards or thereabouts in length, commencing by a junction with the Greenock Section of the Caledonian Railway, at or near the signal box on the said Greenock Section in connexion with the Walkinshaw Oil Works, and terminating on the western side of the public road leading from Paisley to Inchinnan, near the point where that road is carried over Abbot's Burn, one hundred and thirty yards or thereabouts westward from the western side of the Cart Navigation, and two hundred and thirty yards or thereabouts northward from the point where the parliamentary boundary of the burgh of Paisley crosses the said road;

(2.) A railway (in this Act called "Railway No. 3"), one mile three furlongs five chains and seven yards or thereabouts in length, commencing by a junction with the Company's Dundee and Newtyle Line, at or near the northern side of the bridge carrying the Clepington Road over that line, and terminating at a point ninety yards or thereabouts northward from the junction of the said road with the road leading to the ruins of Mains Castle;

(3.) A railway (in this Act called "Railway No. 4"), two furlongs nine chains and fourteen yards or thereabouts in length, commencing by a junction with the said Dundee and Newtyle Line, at a point six hundred and seventy yards or thereabouts (measuring along the said line) northward from the last-mentioned bridge, and terminating by a junction with Railway No. 3, at a point seventy yards or thereabouts north-eastward from the farm steading of West Mains;

(4.) A railway (in this Act called "Railway No. 5"), two miles seven furlongs eight chains and seventeen yards or thereabouts in length, being a doubling of the line of so much of the Company's South Alloa Branch, as extends from the junction thereof with the Company's Scottish Central Main Line to the junction of the said branch with the Alloa Railway, authorised

by the Alloa Railway Act, 1879, and now in course of construction;

(5.) A railway (in this Act called "Railway No. 6"), one furlong one chain and eleven yards or thereabouts in length, being an extension of the said Alloa Railway, commencing by a junction with the authorised line of that railway at the termination thereof, and terminating in the burgh of Alloa, on the western side of the street or road called Glasshouse Loan, at a point fourteen yards or thereabouts northward from the north-eastern corner of Craigward Cooperage;

(6.) A road or street, commencing at a point fifty yards or thereabouts southward from the south-eastern corner of the Bass Crest Brewery, and terminating on the western side of Glasshouse Loan aforesaid, at a point thirty-seven yards or thereabouts northward from the north-eastern corner of Craigward Cooperage.

Power to raise additional capital.

5. The Company may, subject to the provisions of Part II. of the Companies Clauses Act, 1863, raise any additional capital not exceeding in nominal amount ninety-three 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;

6. 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.

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

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Dividends on new shares or stock.

8. 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.

9. 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.

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

10. 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.

11. The Company may, in respect of the additional capital of ninety-three thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage of their whole undertaking, or any part thereof, any sums not exceeding in the whole thirty-one 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, in such portion of the said capital as is to be raised by means of shares, 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.

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

12. 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.

13. 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.

14. 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.

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

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

16. The Company may apply, towards the purposes authorised by this Act 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.

Lands for extraordinary purposes.

17. The quantity of land to be acquired by agreement by the Company, for the extraordinary purposes mentioned in the Railways

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Clauses Consolidation (Scotland) Act, 1845, in connexion with the railways and works authorised by this Act, shall not exceed three 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.

18. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to deviate from lines and levels delineated on plans and sections.

19. The Company may, in the construction of Railway No. 3, Railway No. 4 and Railway No. 6, and of the road or street 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 from the levels thereof, as shown on the deposited sections, to any extent not exceeding five feet: Provided always that no deviation from the said levels to an extent exceeding two feet shall be made in passing through a town, village, street, or land continuously built upon, without the consent of the Board of Trade.

Regulating alterations of the Barnsford Road.

20. In altering, for the purposes of this Act, the road numbered on the deposited plans 8 in the parish of Renfrew, and 14 in the Abbey Parish of Paisley, the Company shall make the inclinations thereof not steeper than one in forty on either side of Railway No. 2; and the altered portion of road shall be of the same average width as the present road between the commencement and termination of the alteration, except the bridge over the said railway, which shall be of a width of not less than thirty-five feet between the fences.

Width between fences of certain bridges.

21. The Company may make the bridges by which the roads next herein-after mentioned will be carried over Railway No. 5, and also the said roads, 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 respective widths herein-after specified in connexion therewith respectively (that is to say) :—

Railway No. 5.

No. on deposited Plans.	Parish.	Description of Road.	Width between Fences. Feet.
17	St. Ninians -	Public - -	20
32	St. Ninians -	Public - -	25
48	St. Ninians -	Public - -	25

Inclinations of a certain road.

22. In altering, for the purposes of this Act, the road numbered on the deposited plans 48 in the parish of Saint Ninians, the Company shall make the inclinations thereof on the west side of Railway No. 5 not steeper than one in twenty-five, and on the east side of that railway not steeper than may be necessary for connecting the said road with the highway which it joins on that side of the railway without altering the levels of the said highway.

Power to stop up a certain road.

23. The Company may permanently stop up so much of the road with tramplates thereon, numbered on the deposited plans 9 in the parish of Alloa, as lies between the commencement of the road or street herein-before specially authorised to be made, and a point ninety-five yards or thereabouts southward from such commencement, without substituting any road therefor other than the said last-mentioned road or street; and the site of the said portion of road so stopped up, in 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.

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

24. Where any new portions of road, authorised by the provisions 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 permanently stop up those portions of existing roads for which such new portions of roads are respectively substituted; and the sites of the said portions of existing roads so stopped up, 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: 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.

Alteration of road to Fairmuir of Dundee.

25. Whereas the road numbered on the deposited plans 22 in the parish of Mains and Strathmartine, in the county of Forfar, is an access to and from the Fairmuir of Dundee, numbered on the said plans 17 in the said parish, but the said road will be crossed by

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Railway No. 3; and whereas the provost, magistrates, and town council of the royal burgh of Dundee, in respect of the inconvenience which would arise in the use of the said road, even if carried for its full width by a bridge over the railway, are desirous that a new public carriage road should be provided for affording access to and from the said Fairmuir of Dundee, and the Company are willing to provide such new road, subject to the following provisions; therefore the Company, when constructing that railway, may and shall lay out, form and provide a new road, not less than forty feet in width (including a footpath on each side thereof, similar in construction to those on the old Glamis Road), and properly fenced on each side thereof, on the north side of the said railway, through the lands or property belonging or reputed to belong to Sir John Ogilvy, Baronet, and numbered on the said plans 23 and 24 in the said parish, which new road shall lead from the public road (called the old Glamis Road), numbered on the said plans 35 in the said parish, on the east, to the Fairmuir aforesaid on the west, and shall join the Fairmuir on the level thereof, and shall be in a line and constructed to the reasonable satisfaction in all respects of the town architect of Dundee and the said Sir John Ogilvy, and, when provided as aforesaid, shall in all time thereafter and for all purposes be a public road, and shall be maintained as such by the Company until they are relieved of such maintenance by the proprietor or feuars of the adjoining lands, or by the road trustees of the county or district, or other public body; and the Company, instead of carrying the said road numbered 22 over the said railway by a bridge for carriage traffic, shall form, to the reasonable satisfaction in all respects of the town architect of Dundee and the said Sir John Ogilvy, and shall thereafter maintain, a footbridge over the said railway in the line of that road, and of a width not less than five feet, so as to afford access for foot passengers between the Fairmuir aforesaid on the north, and the remaining portion of the said road numbered 22 on the south, of the said railway.

Confirming agreement with Sir John Ogilvy and the town council of Dundee.

26. The agreement entered into between Sir John Ogilvy, Baronet, of the first part, the Company of the second part, and the provost, magistrates and town council of the royal burgh of Dundee of the third part, which is set forth in Schedule (E) to this Act annexed, is hereby sanctioned and confirmed, and shall be as valid and effectual in all respects as if all the provisions thereof had been embodied in and formed part of this Act.

For protection of town council

27. The following provisions shall apply and have effect as regards the magistrates and town council of Dundee, and the Dundee Water Commissioners, the Dundee Gas Commissioners, and the Dundee

Police Commissioners, and their undertakings and properties respectively, viz.:—

and other public bodies of Dundee.

(*a.*) Where the railway will cross the main pipes, or any of them, of the Dundee Water Commissioners, or the Dundee Gas Commissioners, already laid, or any sewers of the Dundee Police Commissioners already constructed, the said pipes and sewers shall be carried and protected by a bridge over or culvert under the railway, of such width and structural formation, and of such materials, and with such appurtenances, as shall be approved of by the engineers of the commissioners, and according to such plans as the Company may furnish and the engineers of the commissioners may approve of; and all such bridges and culverts shall be constructed and maintained by and at the cost of the Company, and to the satisfaction of the said engineers; and the Company shall not, without the consent in writing of the said commissioners, alter or vary, either temporarily or permanently, the position of any of the said pipes or sewers: Provided that the commissioners shall have free access to and from, and on and over the sites of the pipes and sewers, at all times, and may lay and maintain additional pipes and sewers thereon or therein, and deal with all pipes and sewers from time to time thereon or therein at pleasure, but in the exercise of the said powers the commissioners shall as far as possible avoid the causing of any interference or obstruction to the traffic of the railways: Provided further, that in case of any difference of opinion between the Company and the engineers aforesaid, every such difference shall be referred to and settled by Thomas Hawksley, civil engineer, Westminster, whom failing the President of the Institution of Civil Engineers for the time, whose fees in relation thereto shall be paid by the Company:

(*b.*) Nothing in this Act shall prevent the commissioners of police of the burgh of Dundee, and the Dundee Water Commissioners, and the Dundee Gas Commissioners, or any of those bodies, from constructing or laying, from time to time as they think proper, additional sewers for the drainage of the district, or additional pipes for the purposes of their water or gas supply, which may not injuriously interfere with the permanent use of Railway No. 3 and Railway No. 4, or either of them, within the area of the roads or streets formed or to be formed over or under the said railways, or either of them, or within any land in which the water commissioners have power to lay or maintain pipes; and the said bodies of commissioners, or any of them, shall not be liable for any loss or damage which may

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happen to the railways or works connected therewith, or for any stoppage of the traffic on the railways, or loss of traffic thereon, that may be caused by the construction or laying of such additional works; but the Company shall indemnify them and save them harmless from and against the consequences of such damage, stoppage, or loss; and the commissioners shall give to the Company twenty-one days notice in writing, accompanied by plans, sections, and specifications, showing the manner in which such additional works are to be constructed or laid, before commencing such additional works, and shall complete the same with all reasonable despatch; and when the railways shall be formed on or over any land, road or street now vested in any of the said bodies of commissioners, or in which any of them have power to lay or maintain pipes or other works, the Company shall at their own cost, when required by such body of commissioners, make and maintain bridges or culverts over or under the railways for the said additional works of the said bodies of commissioners respectively: Provided always that the Company shall be entitled to execute such works as they may think necessary to secure the railway from injury, and prevent interruption to the traffic thereon, during the construction and laying of such additional works by the said bodies of commissioners or any of them, but so that such works to be so executed by the Company shall not interrupt the construction and laying of such additional works: Provided also that the works necessary for laying and constructing such additional pipes and sewers, and the works necessary to secure the railway and the traffic thereon from damage or interruption as aforesaid, shall be made and completed according to a plan to be approved of previously to the commencement of any such works by the engineers of the commissioners interested, and of the Company respectively, or, in case of difference between them, then according to a plan to be so approved of by an arbitrator to be appointed by the sheriff of the county of Forfar, on the application of either party:

(*c.*) The commissioners shall not be liable for any damage or injury done to the works of the Company, or to any of the roads or streets crossed by the railways or otherwise howsoever, by reason of any of the works executed by or on behalf of the commissioners or any of them under this Act, or consequent on the execution thereof; and the Company shall indemnify the commissioners and save them harmless from and against the consequences of all such damages or injury, unless such damages or injury shall have been occasioned by the default or

neglect of the commissioners, or any of them, or of the respective agents, officers, workmen or servants of the commissioners, or any of them:

(*d.*) If at any time any accident shall occur to the sewers or pipes belonging to the commissioners respectively, or any of them, at or near any of the points of crossing, in respect of which it may be necessary to interfere with any of the works of the Company, it shall be lawful for the commissioners respectively, or any of them, immediately to repair the said sewers or pipes in such manner as to occasion as little delay and inconvenience as may be to the traffic of the railways of the Company: Provided always that the commissioners interested shall, either before or as soon as practicable after the commencement of such repair, give notice thereof to the Company: Provided also that it shall be lawful for the Company, on the occurrence of any such accident, to repair any damage that may be thereby caused to the railway, so far as the same can be repaired without interrupting the repair of the said sewers or pipes:

(*e.*) The commissioners shall not be liable for any loss or damage which may happen to the railways or works connected therewith, or to the rolling stock used, or to the passengers or goods conveyed upon the railways, by reason of any accident which may at any time happen to the sewers or pipes at or near any of the said crossings, nor for any loss or damage to the Company arising from the stoppage or loss of traffic on the railways, during the repair of the said sewers or pipes which may be necessary in consequence of such accident, unless such loss or damage shall have been occasioned by the default or neglect of the commissioners, or any of them, or of the agents, officers, workmen, or servants of the commissioners, or any of them:

(*f.*) If the commissioners shall incur any expense for works necessary in reference to the crossing of the main pipes aforesaid, they shall be entitled to full compensation from the Company for such expense, and the Company shall also bear and pay all extra expense of providing and laying additional pipe works, caused by the execution of the works of the Company authorised by this Act, as well as all extra expense of maintenance of the works of the commissioners arising from the execution of the works of the Company under this Act:

(*g.*) The special provisions herein contained for the protection of the magistrates and town council of Dundee, and the Dundee Water Commissioners, the Dundee Gas Commissioners, and the Dundee Police Commissioners, shall not be deemed to supersede or dispense with any of the provisions of the Railways Clauses

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Consolidation (Scotland) Act, 1845, or of any amendment thereof; but those provisions respectively, except in so far as they may be inconsistent with any of the special provisions herein contained, shall be and remain in full force and effect:

(*h.*) Nothing contained in this Act shall take away from or prevent the said magistrates and town council, or the said commissioners, or any of them, from making and maintaining against the Company claims for compensation and damages under the Lands Clauses Acts, or the Railways Clauses Acts, incorporated with this Act, or under this Act, or from recovering from the Company any such compensation and damages:

(*i.*) The provisions of section 49 of the Caledonian and Scottish Central Railways Amalgamation Act, 1865, shall apply to all stations on Railway No. 3 and Railway No. 4 authorised by this Act, as if the said stations were stations in Dundee, within the meaning and for the purposes of the said section 49.

Power to take easements.

28. 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 easement, right or privilege, not being an easement 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 easements, rights and privileges as aforesaid respectively.

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

29. And whereas in the construction of the railway, or otherwise in 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 the same, 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 (A.) to this Act annexed, whereof portions only are required for the purposes of this Act, may (if such portions can, in the opinion 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 damage sustained by the owners thereof or other persons interested therein by severance or otherwise: Provided always 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.

Penalty imposed unless the railways are opened within the time limited.

30. If the Company fail, within the period limited by this Act to complete any of the railways by this Act authorised to be made, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited, until such railway is completed and opened for public traffic, or until the sum received in respect of such penalty amounts to five per cent. on the estimated cost of such railway 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 of Her Majesty's Treasury, and in the same manner as the penalty provided in section three 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 railway 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.

31. 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 respectively, 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, 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

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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 of 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.

Period for completion of works.

32. If the railways and the road or street by this Act authorised to be made 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 works, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as shall then be completed.

Tolls.

33. The Company may demand and take, in respect of the use of the railways by this Act authorised to be made, or any of them, or any part thereof, and of carriages and engines thereon, and in respect of accommodation and services provided by the Company 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 the Company in connexion therewith: Provided that the said railways by this Act authorised to be made shall, as respects tolls, rates and charges, be considered part of the undertaking of the Company, and that 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.

Classification table to be open for inspection. Copies to be sold.

34. The book, tables, or other document in use for the time being, containing the general classification of goods carried by goods or merchandise train on the railway shall, during all reasonable hours, be open to the inspection of any person, without the payment of any fee, at every station at which goods or merchandise

are received for transmission; and such book, tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

Terminal charges, if any, to be specified on application.

The Company shall, within one week after application in writing made to the secretary of the Company, by any person interested in the carriage of any goods which have been or are intended to be carried over the railway, render an account to the person so applying, in which the charge made or claimed by the Company for the carriage of such goods shall be divided, and the charge for conveyance over the railway shall be distinguished from the terminal charges (if any), and if any terminal charge is included in such account, the nature and detail of the terminal expenses in respect of which it is made shall be specified.

Penalty.

If the Company fail to comply with the provisions of this section, they shall for each offence, and in the case of a continuing offence for every day during which the offence continues, be liable to a penalty not exceeding five pounds, which penalty shall be recovered and applied in the same manner as penalties imposed by the Regulation of Railways Act, 1873, section 14.

On payment by the Caledonian Company of the cost of the Alloa Railway, the Alloa Company to be dissolved, and their undertaking vested in the Caledonian Company.

35. On or before the first day of September next after the passing of this Act, (which day shall 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 Company shall pay to the Alloa Company a sum equal to the cost of the Alloa Railway and works connected therewith, so far as then paid by the Alloa Company, including in such cost the moneys paid on account of land settlements and expenses connected therewith, and the whole expenses incurred and paid by the Alloa Company of and incident to the applying for and obtaining the Alloa Railway Act, 1879, and of and incident to the application for confirmation of the agreements between them and the Company herein-before mentioned, and including likewise in such cost all rates and taxes except income tax paid by the Alloa Company in respect of their undertaking, and also the salaries and expenses of the management of the capital, financial and directorial departments of the said undertaking, but not exceeding fifty pounds per annum, with interest at the rate of four per cent. per annum on so much of the said cost as has been paid by means of moneys borrowed upon mortgage by the Alloa Company, from the respective dates when such moneys were so borrowed till the said first day of September, together with interest, at the rate of four per cent. per annum, from the fifteenth day of May, one thousand eight hundred and eighty-four, till the said first day of September, upon so much of the share capital of the Alloa Company as shall have been paid upon the said fifteenth day of May, one thousand eight hundred and eighty-four; and upon

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such payment, and intimation thereof in the Edinburgh Gazette, the Alloa Company shall be wound up and dissolved, and their undertaking with all their property and powers, but subject to their obligations, debts and liabilities, shall be and are hereby transferred to and vested in the Company as part of their own undertaking: Provided always that within six months from the said first day of September 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 undertaking of the Alloa Company had been by a deed of conveyance; and if the Company shall not, within the said period of six months produce to the said Commissioners such copy of this Act, duly stamped as aforesaid, the said ad valorem stamp duty shall be recoverable from the Company, with full costs of suit and all costs and charges attending the same.

Company may borrow on security of their entire undertaking, instead of on security of Alloa Railway.

36. In exercising the power of borrowing money upon mortgage, now vested in the Alloa Company, and which will, under the provisions of this Act, be transferred to the Company as aforesaid, the Company may, if they think fit, borrow such money upon the security of their entire undertaking or any part thereof, instead of upon the security of the undertaking of the Alloa Company alone.

Alloa Railway to be completed by Caledonian Company, and period for completing it extended.

37. Upon the passing of this Act the Company may proceed to complete the Alloa Railway, and for that purpose shall have and may exercise all the powers of the Alloa Company; and the powers granted and the period limited by the Alloa Railway Act, 1879, for the completion of the Alloa Railway and for opening the same for the public conveyance of passengers, are hereby continued and extended for three years after the expiration of the said period, that is to say until the eleventh day of August, eighteen hundred and eighty-seven; and the said powers may be exercised by the Company at any time previously to the last-mentioned day; and sections twenty-three, twenty-four and twenty-five of the Alloa Railway Act, 1879, shall be read and construed as if the period referred to in those sections for the completion of the Alloa Railway and the opening thereof for the public conveyance of passengers did not expire until the expiration of the extended period hereby granted

Confirming agreements with Moffat Railway Company.

38. The agreement, dated the twenty-ninth day of September and ninth day of October, one thousand eight hundred and eighty-two, entered into between the Moffat Company and the Company, as set forth in Schedule (B) to this Act annexed, and the agreement dated the twenty-fourth and twenty-sixth days of July, one thousand eight hundred and eighty-three, entered into between the said companies,

as set forth in Schedule (C) to this Act annexed, are hereby sanctioned and confirmed, and shall be as valid and effectual in all respects as if all the provisions thereof had been embodied in and formed part of this Act, subject to the modifications herein-after contained; and accordingly, as soon as may be after the passing of this Act, the Moffat Company shall grant to the Company, and the Company shall accept, in consideration of the rent, and on and subject to the other terms and conditions, specified in the last-mentioned agreement, a lease in perpetuity, as from the second day of April, eighteen hundred and eighty-three, of the Railways and whole works authorised by and constructed under the powers of the Moffat Railway Act, 1881, and the Moffat Railway Act, 1882, with the whole powers conferred upon the Moffat Company under or in virtue of those Acts, so far as the same relate to the completion, maintenance, management, control, working and use of their railway and works, the fixing and levying of tolls, rates and charges, the making and enforcing of byelaws, the prosecution for offences, and other matters connected therewith, which powers shall thenceforth be possessed and enjoyed by the Company, in manner specified in the last-mentioned agreement: Provided always that the fifth article of the agreement set forth in the said Schedule (C) shall be read as if it were therein provided that the receipt to be granted to the Caledonian Company for payments of rent should be under the hands of two directors and of the secretary of the Moffat Company, instead of two directors or the secretary of that company.

Tolls on traffic conveyed partly on the railways of the Company and partly on the railways of the Moffat Company.

39. During the continuance of the lease to the Company of the Moffat Railway, the railways of the Company and of the Moffat Company shall, for the purposes of short distance tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways of the Company and partly on the railways of the Moffat Company for a less distance than three miles, tolls and charges may only be charged as for three miles; and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only, and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only; and no other short distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railways of the Company and partly on the railways of the Moffat Company.

Reserving rights of Postmaster General.

40. 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 Alloa Company's undertaking and the

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Moffat Company's undertaking, and from time to time to alter such telegraphic lines, and to enter upon the land or works comprised in those respective undertakings 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, notwithstanding that the Alloa Company's undertaking and the Moffat Company's undertaking are owned leased, 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.

Company shall abandon their authorised Larbert and Grangemouth connecting lines.

41. The Company shall abandon the construction of the several railways authorised by the Caledonian Railway (Larbert and Grangemouth Connecting Lines) Act, 1881, and the subsidiary works connected therewith, and that Act (except section twenty-eight thereof) is hereby repealed.

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

42. The abandonment by the Company, under the authority of this Act, of the said railways and works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land, for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of railway; and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation for such temporary occupation, or for any loss, damage or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise, as regards such land, of any of the powers contained in the Railways Clauses Consolidation (Scotland) Act, 1845, or the Caledonian Railway (Larbert and Grangemouth Connecting Lines) Act, 1881.

Compensation to be made in respect of railways abandoned.

43. Where, before the passing of this Act, any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any of the railways or works authorised to be abandoned by this Act, the Company shall be released from all liability to purchase or to complete the purchase of any such lands; but, notwithstanding, full compensation shall be made by the Company to the owners and occupiers of, or other persons interested in such lands, for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice; and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation (Scotland) Act, 1845, as amended by any subsequent Act, for determining the

amount and application of compensation paid for lands taken under the provisions thereof.

Confirming agreement between Caledonian and North British Railway Companies.

44. The agreement, dated the twenty-seventh day of March and fourth day of April, one thousand eight hundred and eighty-three, entered into between the Company and the North British Railway Company, as set forth in Schedule (D) to this Act annexed, is hereby sanctioned and confirmed, and shall be as valid and effectual, in all respects, as if all the provisions thereof had been embodied in and formed part of this Act; and the said companies respectively shall have and may exercise all the powers, and shall be subject to all the obligations, which by the said agreement are agreed to be conferred or imposed upon the said companies respectively.

Interest not to be paid on calls paid up.

45. 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.

46. 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.

47. 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.

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

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SCHEDULES referred to in the foregoing Act.

SCHEDULE (A).

LANDS, BUILDINGS AND MANUFACTORIES OF WHICH PORTIONS MAY BE TAKEN WITHOUT TAKING THE WHOLE.

Parishes.	Nos. on deposited Plans.
Abbey of Paisley - - -	2
Mains and Strathmartine - - -	26, 27, 28, 29, 30, 31
Alloa - - - - -	10, 11, 12

SCHEDULE (B).

AGREEMENT between the Moffat Railway Company of the first part, and the Caledonian Railway Company of the second part.

THE parties, considering that by the Moffat Railway Act, 1882, section four, the first party are authorised to make the railway therein described, commencing by a junction with the railway authorised by the Moffat Railway Act, 1881, at or near the south-eastern corner of the bridge carrying the public road leading from Beattock to Kinnelhead over the Caledonian Railway, and terminating at or near the north-east corner of the passenger footbridge over the Caledonian Railway at Beattock Station; and by section five of the first-mentioned Act it is provided that such railway shall be constructed with a bay or dock, on the eastern side of the eastern platform of Beattock Station, in such situation (but so as not to interfere with the existing platform of and approaches to said station), according to such plans, sections and working drawings, and subject to such provisions with respect to the user and management thereof, as shall be agreed upon between the first and second parties, or in the event of difference as shall be determined by an engineer to be appointed by the Board of Trade, and that the first party shall pay to the second party the expense to which they may be put in the alteration or reconstruction of their Beattock Station, goods sheds, switches, sidings, signals, signal cabins and other works, in order to allow of the formation of the railway and bay or dock, or necessary in consequence thereof, (including the cost of any additional land required for those purposes); and in the event of any dispute between the parties, as to the necessity of such alteration or reconstruction, or as to the expense thereof, or as to the extent to which such necessity may be caused by the first party, such dispute shall be determined by an engineer to be appointed by the Board of Trade: And further considering that the parties have now agreed upon the plan according to which the railway and bay or dock shall be constructed, and the alteration or reconstruction of the second party's Beattock Station shall be carried out, which plan

has also been approved of by the Board of Trade: And further considering that notwithstanding it falls to the first party to construct the railway and bay or dock themselves, at their own risk and expense, yet it will greatly conduce to the facility of the execution of the works, if carried on along with and under the same superintendence and management as the execution of the alteration and reconstruction of the Beattock Station, wherefore it has been agreed by the parties, that the second party shall themselves construct or procure the construction of the railway and bay or dock, along with the execution of the alteration or reconstruction of their Beattock Station and others as herein-before mentioned, all in accordance with and conform to the said plan, the whole expense thereof being payable by the first party: Therefore the parties have agreed, and do hereby agree and bind and oblige themselves, as follows, viz.:—

1. The second party shall, notwithstanding the provisions of the said Moffat Railway Act, 1882, but subject to the provisions of article three hereof, forthwith execute and complete, or procure or contract for the execution and completion forthwith, of the works required for the due and proper construction of the said railway and bay or dock, and the execution of the alteration or reconstruction of Beattock Station, according to the agreed on plan before referred to and annexed and signed by the parties as relative hereto.

2. The first party shall also forthwith provide and hand over to the second party the whole ground, other than that belonging to the second party, required for the execution of the said works, as such ground is delineated and coloured purple on said plan: Provided always, that notwithstanding the railway and bay or dock fall partly to be constructed on ground belonging to the second party, the first party shall not acquire the property of such ground, but they shall only be entitled to acquire, and the second party shall accordingly be only required to grant, an easement or right of using the same for the purpose of such railway and bay or dock; and the compensation to be paid by the first party to the second party in respect of such easement shall, failing agreement, be determined in the manner provided in the Lands Clauses Consolidation (Scotland) Act, 1845; and provided also that notwithstanding the ground (other than that belonging to the second party), required for the alteration or reconstruction of Beattock Station, is to be acquired by the first party at their own cost, the same shall be the property of the second party, and shall accordingly be conveyed to them by the first party.

3. The second party shall, in the first instance, pay the whole expense of and incidental to the execution of the said works (including the engineering expenses and expenses of superintendence in connexion with the preparation of the plans and the carrying out of the works), but excluding the cost of the ground required from third parties, which shall be paid by the first party direct; and the first party shall pay and reimburse the same to the second party in monthly instalments as the work proceeds, commencing the payment of the first instalment on the expiry of one month from the last date hereof, and regularly thereafter; and the amount of such instalments shall be sufficiently vouched by a stated account thereof under the hand of the second party's engineer, and the first party shall not be entitled to object thereto, or to refuse or delay payment thereof on any ground or pretext whatever, it being the agreement of parties that such cost and expense shall be in the sole discretion and control of the second party, and that the first party shall waive their right to have such expense or any portion thereof determined in the manner provided by the said Acts; and in the event of the refusal or failure of the first party to pay and reimburse any such monthly instalments on demand, the second party shall be entitled to suspend the execution of the works pending such refusal or failure, and the first

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party shall not be entitled to use such railway and bay or dock, or any portion thereof, until the whole cost and expense of the works hereby provided for have been fully paid and reimbursed by the first party to the second party.

4. Provided always, that nothing herein contained shall be held or construed as in any way relating to the user and management of the railway and bay or dock, nor shall in any way or manner whatever affect, or prejudice, or be construed as a waiver of the rights of parties, with reference to the determination of the provisions with respect to such user and management, to which the railway and bay or dock shall be subject, as provided by the said Moffat Railway Act, 1882, all which rights are hereby reserved entire.

5. Provided also, that nothing herein contained shall be held or construed as in any way relating to the user by the first party of the second party's Beattock station, including the offices, platforms, approaches, goods shed, and sidings thereof, nor shall be held or construed as in any way or manner whatever affecting or prejudicing any questions that may arise between the parties with reference to such user, all which questions are hereby reserved entire: in witness whereof these presents, written upon this and the three preceding pages of paper duly stamped, by William More, clerk to the said Caledonian Railway Company in their solicitor's office in Glasgow, are, along with the relative plan annexed hereto, executed in duplicate, as follows, viz.:—They are subscribed by John James Hope Johnstone, Esquire, of Annandale, and Samuel McMillan, Esquire, banker, Moffat, two of the directors, and by Thomas Tait, solicitor, Moffat, secretary, all of the said Moffat Railway Company, for and on behalf of that company, at Moffat, on the twenty-ninth day of September, eighteen hundred and eighty-two, before these witnesses, James Edgar, clerk, and Andrew Haig Hamilton, apprentice, both to the said Thomas Tait; and these presents and relative plan are also subscribed by John Cowan and Hugh Brown, Esquires, two of the directors, and by Archibald Gibson, Esquire, secretary, all of the said Caledonian Railway Company, for and on behalf of that company, and sealed with the common or corporate seal of said Caledonian Railway Company, all at Glasgow, upon the ninth day of October and year last mentioned, before these witnesses, Robert Gibb and John Johnstone Haining, both clerks to the said Caledonian Railway Company in their secretary's office in Glasgow.

J. J. HOPE JOHNSTONE, Director.
S. McMILLAN, Director.
THOMAS TAIT, Secretary.

James Edgar, Witness.
Andw. H. Hamilton, Witness.
Robert Gibb, Witness.
John J. Haining, Witness.

Seal of the Caledonian Railway ompany.

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

SCHEDULE (C).

AGREEMENT between the Moffat Railway Company, herein-after called "the Moffat Company," of the first part; and the Caledonian Railway Company, herein-after called "the Caledonian Company," of the second part.

WHEREAS by the Moffat Railway Act, 1881, the Moffat Company were incorporated, and authorised to make and maintain the railway therein described, commencing in the parish of Kirkpatrick-Juxta, at or near the south-eastward corner of the bridge carrying the public road leading from Beattock to Kinnelhead over the Caledonian Railway, and terminating in the parish of Moffat, in the field called "Ladyknowe," which field is numbered 766 on the published ordnance map of the said parish of Moffat, with all proper stations, junctions, sidings, approaches, works, and conveniences connected therewith: And whereas by the Moffat Railway Act, 1882, the Moffat Company were authorised, subject to the provisions of that Act, to make and maintain the railway therein described, commencing by a junction with the said railway authorised by the said Moffat Railway Act, 1881, at or near the south-eastern corner of the bridge carrying the said road leading from Beattock to Kinnelhead over the Caledonian Railway, and terminating at or near the north-east corner of the passenger footbridge over the Caledonian Railway at Beattock Station, with all proper stations, sidings, approaches, works, and conveniences connected therewith: And whereas the railways and works authorised by the said Acts have been constructed by the Moffat Company, and are ready or nearly ready for opening for public traffic: And whereas the Caledonian Company have agreed to acquire, by way of lease in perpetuity, the said railways and works authorised by the foresaid Acts: Therefore the parties hereto have agreed, and do hereby agree and bind and oblige themselves to each other, as follows, vizt.:—

1. The Moffat Company shall provide all land or property required for the said railways and works, and shall procure and complete forthwith, in so far as that has not already been done, valid and effectual conveyances of all such land or property, free of all burdens and incumbrances whatsoever, including past and future feu duties, and casualties of superiority, if any be; Further they shall complete the foresaid railways and works to the satisfaction of the Board of Trade, and also of the Engineer-in-Chief of the Caledonian Company, so that the said railways and works may be used in all time coming by the Caledonian Company for the purposes of passenger and other traffic of all kinds; but providing and declaring, as it is hereby specially provided and declared, that the whole obligations by this article incumbent on the Moffat Company shall remain in full force, and not be in any way weakened notwithstanding the provisions of article fourth hereof, or the opening for public traffic of the said railways and works before full implement of the said obligations.

2. Nothing herein contained shall alter, prejudice, or affect, or be held or construed to alter, prejudice, or affect the provisions of an agreement between the

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3. The Moffat Company shall satisfy and pay all purchase money or compensation due or payable, or that shall become due and payable, for or in respect of all land or property taken and used, or required to be taken and used, or that has been or shall be injuriously affected by the construction of the foresaid railways and works, and all valuators fees, legal or arbitration expenses, or otherwise.

4. The Moffat Company, in consideration of the rent after mentioned, hereby agrees to demit and lease to the Caledonian Company, in perpetuity, the railways and whole works authorised by and constructed under the powers of the before-mentioned Acts, and that from and after the second day of April, eighteen hundred and eighty-three, which shall be held to be the date of the Caledonian Company's entry to possession of the said railways and works. The said railways and works, and whole statutory and other powers conferred upon the Moffat Company under or in virtue of the foresaid the Moffat Railway Act, 1881, and the Moffat Railway Act, 1882, including the fixing and levying of tolls, rates, and charges, the making and enforcing of byelaws, the prosecution for offences, are to be included in the lease, and shall be possessed and enjoyed by the Caledonian Company, from and after the foresaid date of their entry, as fully in all respects as if the name of the Caledonian Company had been inserted in the said Acts instead of that of the Moffat Company.

5. The Caledonian Company (but under reservation of any claims that may be competent to them under the agreement mentioned in article second) bind and oblige themselves to pay to the Moffat Company an annual rent, in perpetuity, of seven hundred pounds sterling, at two terms in the year, Whitsunday and Martinmas, in equal proportions, beginning the first payment thereof at the term of Martinmas next for the rent due preceding that term, and the next term's payment thereof at Whitsunday following, and so forth half-yearly, termly, and proportionally thereafter, with interest at the rate of four per cent. on each term's payment from and after the term at which the same becomes due during the non-payment, and with a fifth part more of the interest due at each term of liquidate penalty in case of failure in the punctual payment thereof. A receipt under the hands of two directors, or of the secretary, of the Moffat Company shall be a full discharge to the Caledonian Company for the said payments of rent. In addition to the said rent, the Caledonian Company shall pay minister's stipend, and all rates and taxes due in respect of the said railways and works: Further, they shall be liable for all expenses of maintenance of the said railways and works.

6. The Caledonian Company shall promote in the session of Parliament 1883–1884, and if necessary in a subsequent session, a Bill for carrying out the provisions of this agreement, and if they think fit for confirming the same. The said Bill (provided the obligations incumbent on the first party under the agreement between the parties mentioned in article second have been fully implemented) shall contain a clause or clauses, providing for the dissolution of the Moffat Company and the vesting of the Moffat Company's whole interest in their undertaking

in the Caledonian Company, at the request of either of the parties hereto, if made at any time within three years from the passing of the said Bill into an Act, and for the payment and distribution of the said rent among the creditors and shareholders in the Moffat Company. The said Bill, if a separate Bill, or the clauses necessary for the whole of the foresaid purposes (if these should be inserted in an omnibus or other Bill of the Caledonian Company, which that Company shall have the power to do), shall be adjusted, failing agreement, at the sight and to the satisfaction of Alexander Grahame, parliamentary agent, Westminster, whom failing, John Anthony Grahame, parliamentary agent there. The expenses of promoting the said Bill or Bills shall be borne and defrayed by the Caledonian Company. The Moffat Company shall give such aid as may be necessary for securing the passing of such Bill or Bills into an Act.

7. The Moffat Company bind themselves, but always at the expense of the Caledonian Company, to grant, execute, complete, and deliver, or to concur in the granting, execution, and delivery of all deeds, writings, conveyances, transfers, leases, agreements, and others required for the vesting of the said railways and works in the Caledonian Company; and the said Moffat Company also bind themselves to do and perform, and to forbear from doing and performing, and to suffer the Caledonian Company to do and perform, all acts and things which may be necessary or convenient for the due and proper execution and implement of this agreement, and for the using of the said railways and works by the Caledonian Company.

8. This agreement is made subject to the sanction of Parliament, and to such alterations as Parliament may think fit to make thereon, but if any alteration which the said Alexander Grahame, whom failing the said John Anthony Grahame, may consider materially unfavourable to either party be made by Parliament hereon, it shall be competent to such party to withdraw or to require the withdrawal of this agreement from the Bill to which it may be scheduled.

9. The parties hereto bind and oblige themselves to implement and fulfil this agreement to each other in its whole articles and provisions, and that under the penalty of five thousand pounds sterling, to be paid by the party failing to the party performing or willing to perform their part thereof, and that over and above performance; and they 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 Thomas Kerr Nicoll, clerk to the said Caledonian Railway Company in their solicitor's office in Glasgow (under the declaration that the words "sixty-six," occurring on the eleventh line of page first, are partly written on erasure before subscription), are executed in duplicate as follows, viz.:—They are subscribed by George Williamson, Esquire, of Strangcleugh, Moffat, and Samuel McMillan, Esquire, banker, Moffat, two of the directors, and by Thomas Tait, solicitor, Moffat, secretary, all of the said Moffat Railway Company, for and on behalf of that company, and sealed with the common seal of said company, all at Moffat, on the twenty-fourth day of July, eighteen hundred and eighty-three, before these witnesses, James Edgar, clerk, and Andrew Haig Hamilton, apprentice, both to the said Thomas Tait; and these presents are also subscribed by Hugh Brown and John Cowan Esquires, two of the directors, and by Archibald Gibson, secretary, all of the said Caledonian Railway Company, for and on behalf of that company, and sealed with the common seal of said company, all at Glasgow, on the twenty-sixth day

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of said last-mentioned month and year, before these witnesses, Robert Gibb and John Tully Clarke, both clerks to the said Caledonian Railway Company in their secretary's office in Glasgow.

Seal of the Moffat Railway Company.

GEORGE WILLIAMSON, Dr.
S. McMILLAN, Dr.
THOMAS TAIT, Secy.

JAMES EDGAR, Witness
ANDW. H. HAMILTON, Witness.

Seal of the Caledonian Railway Company.

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

ROBERT GIBB, Witness.
JOHN TULLY CLARKE, Witness.

SCHEDULE (D).

AGREEMENT between the Caledonian Railway Company, herein-after called "the Caledonian Company," of the first part; and the North British Railway Company, herein-after called "the North British Company," of the second part.

WHEREAS by the Caledonian Railway (Larbert and Grangemouth Connecting Lines) Act, 1881, the Caledonian Company were authorised to make the railways and works therein specified: And whereas it would be of public advantage that the said railways and works should not be constructed, but that the running powers and other facilities herein-after specified should be granted in lieu thereof: Therefore the parties do hereby agree as follows, viz.:—

1. The Caledonian Company bind and oblige themselves not to construct the railways and works authorised by the Caledonian Railway (Larbert and Grangemouth Connecting Lines) Act, 1881, but to abandon the same, and to introduce into Parliament in the next session a Bill for the abandonment of the said railways and works, as also to use their best endeavours to carry the said Bill into an Act of Parliament: And the North British Company bind and oblige themselves, if required by the Caledonian Company, to give their aid towards obtaining such an Act: Further, the Caledonian Company bind and oblige themselves not to proceed with their application in the present session of Parliament for powers for a deviation of Railway No. 1 of the said Larbert and Grangemouth Connecting Lines Act.

2. The North British Company hereby give to the Caledonian Company, notwithstanding anything contained in an award by the late Cornelius Willes Eboral

dated the 14th day of February, 1871, absolute perpetual running powers with engines, trains, waggons, trucks, and vehicles of every description, and officers and servants, over the Stirlingshire Midland Junction Line of Railway (including as herein-after mentioned), and every part thereof, for (first) traffic of all descriptions arising or terminating on the Stirlingshire Midland Junction Line of Railway, herein-after called the Stirlingshire Midland Line, (including the junction with Carron Company's Railway, the branch to the Grahamston Iron Company's Works, and all present and future stations, depôts, and sidings, and public works and junctions with any new branch railway constructed, leased, or worked by the North British Company, or any independent company in their interest, connected therewith); and (second) traffic of all descriptions from or to Grangemouth or any part of the Grangemouth Branch Railway, and passing over the said Stirlingshire Midland Line or any part thereof, on payment of the following net tolls, viz. :—(1.) For passengers, 1*d.* each ; (2) for goods, 3*d.* per ton ; (3) for minerals and pig iron, 2*d.* per ton ; which tolls shall not be subject to deduction on account of working expenses or otherwise. The above tolls to be in full of all sums (including terminals) payable under the North British and Edinburgh and Glasgow Railway Companies (Amalgamation) Act, 1865, and the agreement referred to in Article 3 hereof, so far as modified by this agreement, subject to the provisions of articles fourth and fifth hereof, so far as respects the passage of such traffic over the Stirlingshire Midland Line (including as aforesaid), or any part thereof: and with respect to the traffic secondly before described, the provisions of the North British and Edinburgh and Glasgow Railway Companies (Amalgamation) Act, 1865, and the Caledonian and North British Railway Companies Act, 1874, shall apply as between Polmont Junction and any station or place on the Edinburgh and Glasgow Main Line east thereof, including Damhead Junction ; but the said tolls, subject as aforesaid, shall apply to the said traffic on the Stirlingshire Midland Line (including as aforesaid) or any part thereof. The running powers hereby granted to the Caledonian Company over the Stirlingshire Midland Line (including as aforesaid) in respect of the traffic firstly before described shall be exercised only viâ Carmuirs Junction and Larbert Junction : And they shall apply to and be available over any new branch railway connected with the Stirlingshire Midland Line (including as aforesaid) constructed, leased, or worked by the North British Company or any independent company in their interest : And the terms on which those running powers may be exercised by the Caledonian Company over any such new branch railway shall be as favourable in all respects (including rates, fares, or tolls) as may from time to time be exercised, quoted, granted, or afforded by or to the North British Company.

3. The agreement between the first and second parties scheduled to the Caledonian Railway and Forth and Clyde Navigation Companies Act, 1867, shall be modified, so that, in lieu of the tolls on passengers, goods and minerals in the first and second articles thereof, there shall, subject to the provisions of Article 2 hereof, be payable by the one company to the other the following net tolls, viz. :—For passengers, 1*d.* each; for goods, 3*d.* per ton ; for minerals and pig iron, 2*d.* per ton : And it is hereby further agreed that the restrictions and limitations in article second of the said agreement, which prevent the Caledonian Company from carrying passengers, goods and minerals between Grangemouth and the Stirlingshire Midland Line of Railway (including as aforesaid) shall be abolished : And it is also hereby agreed that all restrictions against both or either of the companies parties hereto using the Grangemouth Branch Railway

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or any part thereof shall be abolished, and that the above tolls shall apply in respect of any traffic carried: Provided always, that nothing herein contained shall alter, diminish, or extend the powers or liabilities of either party hereto in respect either of the dock, harbour, and quays transferred to the Caledonian Company by the Caledonian Railway and Forth and Clyde Navigation Companies Act, 1867, or of the railways or works authorised by the Caledonian Railway (Additional Powers) Act, 1873, or by the Caledonian Railway (Grangemouth Harbour) Act, 1876, the powers of which last-mentioned Act shall also extend to any sidings at Grangemouth, the use of which is not covered by the net tolls, subject always to the provisions as to payment in the said Act.

4. The North British Company hereby bind and oblige themselves, from time to time, as soon as practicable after notice from the Caledonian Company to that effect, to provide at any point on the Stirlingshire Midland Line (including as aforesaid) such station accommodation for the Caledonian Company's traffic of all descriptions, other than passenger traffic, as the latter company may from time to time think fit, including warehouses, loading banks, sidings, turntables, offices, storage or depôt ground, and other accommodation for their traffic. The Caledonian Company shall half yearly, at Whitsunday and Martinmas, pay to the North British Company an annual consideration equal to 4*l.* per centum on the cost thereof, as such cost, failing agreement, may be settled by arbitration in terms of this agreement. The Caledonian Company shall further maintain and renew, in such manner as they think proper, the said accommodation, and relieve the North British Company of all revenue charges in respect thereof. The provisions of section 32 of the said the North British and Edinburgh and Glasgow Railway Companies (Amalgamation) Act, 1865, shall apply to the Caledonian Company's said traffic until the North British Company shall have provided the said accommodation.

5. As regards all passenger traffic referred to in the second and third articles of this agreement, passing viâ Carmuirs or Larbert Junction, and arising or terminating on the Stirlingshire Midland Line, or passing to or from the Grangemouth Branch Railway over the Stirlingshire Midland Line or any part thereof, the Caledonian Company shall have the full and free use of the present and future accommodation of every description on the Stirlingshire Midland Line, including as aforesaid. If the Caledonian Company at any time and from time to time require any additional passenger traffic accommodation, the North British Company shall provide the same on the same terms as are provided in article fourth hereof.

6. The Caledonian Company shall have full and free power to fix their own rates and fares, and to deal with their own plant (or plant belonging to other parties under their charge) and traffic, by their own staff on the Stirlingshire Midland Line (including as aforesaid): And the accommodation to be provided under articles fourth and fifth hereof shall be dealt with by the Caledonian Company, for the purposes of this agreement, as fully and freely as if it were part of their own system.

7. The Caledonian Company hereby give to the North British Company running powers over Railway No. 5 of the Caledonian Railway (Additional Powers) Act, 1876, known as the Carmuirs Fork, as fully and freely in all respects as if that railway had formed part of the "Scottish Central Lines" within the meaning and for the purposes of section 80 of the Caledonian and

Scottish Central Railways (Amalgamation) Act, 1865: Provided that, in lieu of the sums which would otherwise be payable under that section, in respect of all traffic passing between any place to the eastward of the junction of the Carmuirs Fork with the Stirlingshire Midland Line, and any place beyond and viâ Upper Greenhill, the North British Company shall pay to the Caledonian Company, for running over the Carmuirs Fork and the portion of the Scottish Central Line between that Fork and Upper Greenhill, a net toll of—for each ton of goods, *3d.*; for each ton of minerals and pig iron, *2d.*; for each passenger, *2d.*,—which tolls shall not be subject to deduction on account of working expenses or otherwise.

8. The fares and season ticket rates between Grahamston and Glasgow shall be the same as between Falkirk and Glasgow; and the fares and season ticket rates between any future stations in the neighbourhood of Grahamston or Falkirk, such as Camelon, with Glasgow, shall be the same as between Falkirk and Glasgow: And it is hereby further provided that season and traders tickets between Grahamston, Falkirk, or Grangemouth, on the one hand, and Glasgow on the other, or season and traders tickets that embrace the distance between Glasgow on the one hand, and Falkirk, Grahamston, or Grangemouth on the other, shall be available between these places by the routes and trains of either company; and the receipts therefrom, after deducting Government duty, shall be divided fifty per cent. to each company. The fares and season ticket rates referred to in this article shall from time to time be fixed by agreement between the parties hereto, and failing agreement by the arbiter herein-after named, the rates, fares, and scales of season and traders tickets being the same by both companies routes.

9. All traders, whose works or premises are on or connected with the Stirlingshire Midland Line or the Grangemouth Branch Railway, having agreements with either company, by which they are bound to consign or influence the consignment of traffic by the railway or routes of either company, shall be free from any such obligations, if and so long as they desire to consign or influence the consignment of traffic by the railway or routes of the other company. Each company shall produce or communicate to the other company, within one month after the execution hereof, all such agreements or arrangements subsisting between them and traders on or connected with the Stirlingshire Midland Line or the Grangemouth Branch Railway.

10. From and after the execution hereof, neither company shall enter into exclusive or preferential agreements with traders whose works or premises are on or connected with the Stirlingshire Midland Line or the Grangemouth Branch Railway, without the consent of the other company.

11. The North British Company hereby bind themselves to renew their application to the Falkirk Town Council for permission to cross Dalderse Avenue, as formerly proposed, with the view of facilitating the conveyance of the Falkirk Iron Company's traffic by both or either of the companies railways or routes, and the Caledonian Company shall use their influence to secure the granting of that privilege.

12. Subject to the payment of the net tolls and consideration herein-before provided, and to the provision in article eight hereof with respect to the division of the receipts of season and traders tickets, each company shall retain its own gross traffic receipts.

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13. It is hereby agreed that the bridge carrying the Stirlingshire Midland Railway across the Forth and Clyde Canal shall be constructed for a double line of rails (of the same width between the abutments as the present bridge) by the North British Company, at their own cost and risk, when it falls to be renewed, or when trains are delayed so as in the opinion of the Caledonian Company to require the doubling: And it is hereby further agreed that the Caledonian Company shall, during the time occupied in the renewal and doubling of said bridge, grant the North British Company the free use of the Caledonian Line between Upper Greenhill and Larbert Junction or Carmuirs East Junction, for the conveyance of traffic arising or terminating north, east, south, or west of the site of the bridge, and which but for such interruption would in the ordinary working of such traffic have passed across the said bridge. The Caledonian Company shall, during the said period, have the free use of the North British Line of Railway for similar traffic between Upper Greenhill and the south side of the Canal, viâ Polmont: And it is hereby further agreed that the receipts of all traffic carried by both or either of the companies, during said period, shall be divided as if the temporary obstruction to the route had not existed: And it is hereby further agreed that the renewal and doubling of the bridge shall be carried out and the bridge when so renewed shall be subject to the provisions of the Stirlingshire Midland Junction Railway Act, 1846.

14. Except as hereby specially altered, the statutory and other rights of both companies are reserved entire.

15. This agreement shall come into operation on the 1st day of August, 1883, and shall endure in perpetuity except as regards article eighth hereof, which shall endure for ten years, and thereafter until terminated by either company giving to the other company six months notice in writing to that effect.

16. All differences between the parties as to the true intent, meaning, and effect of this agreement, and as to the mode of carrying out the provisions hereof, shall be and are hereby submitted and referred to the amicable decision, final sentence, and decree arbitral of the Lord Advocate of Scotland for the time being, whom failing of the Solicitor General for Scotland for the time being, as sole arbiter, whose decision shall be final and binding upon the parties.

17. If desired by either of the parties, this agreement shall be scheduled to the Bill to Parliament for abandoning the railways and works authorised by the Caledonian Railway (Larbert and Grangemouth Connecting Lines) Act, 1881; and the parties consent to the registration hereof, and of any decree or decrees arbitral to follow hereon, for preservation and execution.—In witness whereof these presents, printed upon this and the three preceding pages, are, along with a duplicate hereof, subscribed by John Sharp, Esquire of Balmuir, Dundee, and the Right Honourable Gavin Earl of Breadalbane, two of the directors, and Archibald Gibson, Secretary of the said Caledonian Railway Company, and sealed with the corporate seal of said company, all at Glasgow, on the twenty-seventh day of March, eighteen hundred and eighty-three, before these witnesses James Thompson, general manager, and George Jackson, solicitor, both of the said Caledonian Railway Company; and are also subscribed by Robert Young, Esquire, Number four West Nile Street, Glasgow, and George Robertson, Esquire, Writer to the Signet, Edinburgh, two of the directors, and George Bradley Wieland, secretary, of the said North British Railway Company, and sealed with the corporate seal of said company, all at Edinburgh, on the fourth day of April and year last mentioned, before these witnesses—John Martin and Robert Paton,

both clerks in the head office, Edinburgh, of the said North British Railway Company: Declaring that this testing clause from and after the words "In witness whereof" is written by Peter Cameron, clerk to William White Millar, solicitor to the said North British Railway Company, Edinburgh.

JAMES THOMPSON, Witness.
GEO. JACKSON, Witness.

JOHN SHARP, Director.
BREADALBANE, D.
ARCH. GIBSON, Secy.

Seal of the Caledonian Railway Company.

JNO. MARTIN, Witness.
ROBT. PATON, Witness.

ROBERT YOUNG, Director.
GEO. ROBERTSON, Director.
G. B. WIELAND, Secy., N.B. Ry. Coy.

Seal of the North British Railway Company.

SCHEDULE (E).

MINUTE OF AGREEMENT between Sir John Ogilvy, of Inverquharity, Baronet, heir of entail in possession of the entailed estates of Baldovan and Cairnie of the first part, the Caledonian Railway Company, herein-after called "the Company," of the second part; and the provost, magistrates and town council of the royal burgh of Dundee, of the third part.

WHEREAS the Company are promoting in the present session of Parliament a Bill for an Act under the short title of the Caledonian Railway (No. 1) Ac 1884, for authority, inter alia, to make and maintain a railway, therein called Railway No. 3, as therein described: And whereas the said railway will cross the road numbered on the deposited parliamentary plans 22, in the united parishes of Mains and Strathmartine, in the county of Forfar, and thereby interfere with the access to and from the Fairmuir of Dundee, numbered 17 on the said parliamentary plans: And whereas it has been arranged among the parties hereto that a clause to the following effect shall, subject to the approval of Parliament, be inserted in the said Bill, viz.:—"Whereas the road numbered " on the deposited plans 22, in the parish of Mains and Strathmartine, in the " county of Forfar, is an access to and from the Fairmuir of Dundee, numbered " on the said plans 17 in the said parish, but the said road will be crossed by

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" Railway No. 3: And whereas the provost, magistrates and town council of " the royal burgh of Dundee, in respect of the inconvenience which would arise " in the use of the said road, even if carried for its full width by a bridge over " the railway, are desirous that a new public carriage road should be provided " for affording access to and from the said Fairmuir of Dundee, and the Com- " pany are willing to provide such new road, subject to the following provisions: " Therefore the Company, when constructing that railway, may and shall lay " out, form and provide a new road not less than 40 feet in width (including a " footpath on each side thereof, similar in construction to those on the Old " Glamis Road) and properly fenced on each side thereof, on the north side of " the said railway, through the lands or property belonging or reputed to belong " to Sir John Ogilvy, Baronet, and numbered on the said plans 23 and 24 in the " said parish, which new road shall lead from the public road (called the Old " Glamis Road) numbered on the said plans 35 in the said parish on the east, to " the Fairmuir aforesaid on the west, and shall join the Fairmuir on the level " thereof, and shall be in a line and constructed to the reasonable satisfaction " in all respects of the town architect of Dundee and the said Sir John Ogilvy, " and, when provided as aforesaid, shall in all time thereafter and for all purposes " be a public road, and shall be maintained as such by the Company until they " are relieved of such maintenance by the proprietor or feuars of the adjoining " lands, or by the road trustees of the county or district, or other public body; " and the Company, instead of carrying the said road numbered 22 over the said " railway by a bridge for carriage traffic, shall form to the reasonable satisfaction " in all respects of the town architect of Dundee and the said Sir John Ogilvy, " and shall thereafter maintain, a footbridge over the said railway in the line of " that road, and of a width not less than five feet, so as to afford access for foot " passengers between the Fairmuir aforesaid on the north, and the remaining " portion of the said road numbered 22 on the south, of the said railway:" And whereas it is expedient that the line and levels of the proposed new road should be fixed: Therefore the parties hereto have agreed and hereby agree as follows, viz.:—

First.—The road referred to in the clause to be inserted in the said Bill as herein-before mentioned shall be formed in the line, and according to the levels, shown on the plan and sections endorsed hereon and signed as relative hereto, and shall be constructed with a footpath on each side thereof, similar in construction to those on the Old Glamis Road.

Second.—The land necessary for the said road shall be feued by the Company, at its own cost, from the said Sir John Ogilvy, at the annual rate of feu duty, payable by the Company, of four shillings per pole, as full purchase money and compensation, with entry as at the term of Martinmas last, but in respect the ground is at present under lease, and possession cannot therefore be given till the term of Martinmas next, the feu duty applicable thereto shall only commence to run from the said term of Martinmas next.

Third.—The said Sir John Ogilvy and his successors, in feuing the land on each side of the new road, shall take their feuars bound to maintain the footpath and one half of the width of the new road, so far as bounding their respective feus, and to relieve the Company of the said maintenance, so that when the whole ground on both sides of the said road has been feued, the Company may be entirely relieved by the feuars of the obligation to maintain contained in the said clause and in this agreement; but, subject to the said contingent obligation, the whole provisions of the said clause shall be implemented by the parties according to their respective rights, interests and obligations.

Fourth.—This agreement, which may be scheduled to the said Bill, is made subject to such alterations as Parliament shall see fit to make thereon; but if any alteration be made thereon which, in the opinion of John Cheyne, Esquire, sheriff substitute at Dundee, is material, any of the parties hereto may require its withdrawal from such Bill.

In witness whereof these presents, written on this and the preceding page of stamped paper, by Thomas Kerr Nicoll, clerk to the said Caledonian Railway Company, in their solicitor's office in Glasgow, are (together with the plan and section-plan both annexed hereto) executed as follows, that is to say:—they are subscribed by the said Sir John Ogilvy, at Dundee, on the seventh day of May, one thousand eight hundred and eighty-four years, before these witnesses, David Small, solicitor, Dundee, and William Arnot Watterston, clerk to Messrs. Shiell and Small, solicitors, Dundee; by Alexander Hay Moncur, provost of the royal burgh of Dundee, and for and on behalf of the magistrates and town council of the said burgh, at the town house, Dundee, on the eighth day of the said month of May and year last mentioned, before these witnesses, John Carron Jameson, assistant town clerk of Dundee, and James McLagan, clerk to Messrs. Thomas Thornton, Son and Company, solicitors, Dundee; and they are sealed with the common or corporate seal of the said Caledonian Railway Company, and subscribed by Hugh Brown and John Cowan, Esquires, two of the directors, and by Archibald Gibson, secretary, all of the said Caledonian Railway Company, for and on behalf of that company, at Glasgow, on the thirteenth day of the said month of May and year foresaid, before these witnesses, Robert Gibb and John Johnstone Haining, both clerks to the said Caledonian Railway Company, in their secretary's office in Glasgow; this testing clause, from and after the words "in witness whereof," being written and inserted by Alexander Kinninmont Murray, also clerk to the said Caledonian Railway Company, in their solicitor's office foresaid—these presents and the said plan and section-plan being executed in triplicate.

D. Small, Witness.
W. Arnot Watterston, Witness.
John C. Jameson, Witness.
James McLagan, Witness.
Robert Gibb, Witness.
John J. Haining, Witness.

JOHN OGILVY.
A. H. MONCUR, Provost.
HUGH BROWN, Dr.
JOHN COWAN, Dr.
ARCH. GIBSON, Secy.

Seal of the Caledonian Railway Company.

LONDON: Printed by Eyre and Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1884.