CHAPTER clxxii.

An Act for incorporating the Dundee Suburban Railway Company and for other purposes. [28th July 1884.] A.D. 1884.

WHEREAS the construction of the railways herein-after described from the Dundee and Arbroath Joint Railway to the Dundee and Newtyle Section of the Caledonian Railway would be of public and local advantage:

And whereas the several persons herein-after named with others are willing at their own expense to carry the undertaking into execution on being incorporated into a company for the purpose:

And whereas it is expedient that the Company and the other companies through the committee herein-after in that behalf mentioned be empowered to enter into and carry into effect working and other agreements as herein-after provided:

And whereas plans and sections showing the lines and levels of the railways authorised by this Act and books of reference to the plans 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 clerk of the county of Forfar 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:—

1. This Act may be cited as the Dundee Suburban Railway Act 1884. Short title.

2. The Companies Clauses Consolidation (Scotland) Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. Incorporation of Acts.

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(relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Lands Clauses Consolidation (Scotland) Act 1845 the Lands Clauses Consolidation Acts Amendment Act 1860 the Railways Clauses Consolidation (Scotland) Act 1845 and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction and in and for the purposes of this Act the expression "the Company" means the Company incorporated by this Act and the expressions "the railway" or "the railways" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised. The expression "local traffic" means all passengers animals and goods booked or conveyed from or to any point station or siding on either of the railways by this Act authorised to or from any other point station or siding thereon or from or to any point station or siding on either of the said railways to or from any point station or siding on the railway of any other company being by the shortest railway route at a not greater distance than thirty miles from the point station or siding on the railway authorised by this Act to or from which such passengers animals and goods are sent and the expression "through traffic" means all traffic other than local traffic conveyed on the railway of the Company.

Company incorporated.

4. Frank Stewart Sandeman Joseph Grimond James Thomas Harris Charles Stuart Blair and Peter Couper and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railway and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the Dundee Suburban Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make railways.

5. 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 herein-after described with all proper and necessary stations sidings works approaches and conveniences connected therewith and may enter upon take and use

such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose.

The railways herein-before referred to and authorised by this Act will be situate in the county of Forfar and are:—

A Railway (No. 1) 3 miles 6 furlongs and 1 chain or thereabouts in length wholly in the parish of Dundee and county of Forfar commencing by a junction with the Dundee and Arbroath Joint Railway and terminating at a point about 3 chains south-eastward from the north-west corner of Hospital Park:

A Railway (No. 2) six furlongs and 3·50 chains or thereabouts in length commencing in the said parish of Dundee by a junction with Railway No. 1 at its termination and terminating in the parish of Liff and Benvie by a junction with the Dundee and Newtyle Section of the Caledonian Railway.

As to roads to be stopped up or crossed on level.

6. Notwithstanding anything to the contrary indicated or shewn on the deposited plans or sections or contained in this Act it shall not be lawful for the Company to stop up or discontinue the user by the public of the following public road or street within the burgh of Dundee viz. No. 177 on the plans of Railway No. 2 nor shall the Company construct or carry either of the railways across and on the level of the said public street or road or across and on the level of any public street or road within the burgh of Dundee other than those to be shut up as after provided for.

Protection of water reservoir &c.

7. No part of the works by this Act authorised shall be constructed nearer than forty yards to any part of the Stobsmuir Reservoir belonging to the Dundee Water Commissioners and the Company shall make and maintain an access road and bridge four feet wide over the railway between the said reservoir and the house of the keeper of the said reservoir in such line on such levels and of such materials as the said commissioners or their engineer may deem fit. In constructing the railway through the lands belonging or reputed to belong to the said commissioners numbered 65 and 67 on the deposited plans the north side of the railway shall be formed by a strong stone retaining wall of substantial masonry at the sight and to the satisfaction of the engineer of the said commissioners.

As to construction of bridges over streets pipes sewers &c.

8. In the construction of the railways by this Act authorised over or under any public road or street under the control of the magistrates and town council of the burgh of Dundee or of the commissioners of police for the burgh of Dundee or in through or upon any land or road or street in or under which any works of the said police commissioners or any pipes belonging to the Dundee Water Commissioners or the Dundee Gas Commissioners are laid (all and each of which magistrates and town council and commissioners are herein-after in this Act called "the commissioners"

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and the engineers to all and each of which bodies are herein-after in this Act called "the engineers") the Company shall observe and abide by the following conditions and construct and execute and for ever after maintain all and every the works following all at the cost of the Company viz.:—

(1.) All bridges shall be made and maintained water-tight and so as to prevent as far as possible noise from the passing of trains over or under the same and the roads and streets numbered on the deposited plans as in the Second Schedule annexed to this Act shall be carried over the railways or such railways shall be carried over such roads and streets by means of bridges of the spans and heights respectively specified in said schedule and all roads or streets over or under bridges shall be formed with flagged footways on each side with kerb stones and channel stones (such footways to be of such width as the commissioners shall fix) and be paved between the said channel stones with whinstone or granite setts all in such manner and at such time or times as the commissioners shall determine and require:

(2.) Provision shall be made by the Company to the satisfaction of the commissioners or their engineers for the time for the preservation continuance and maintenance of all sewers and drains and ponds and of all gas and water pipes and for the construction laying down and maintenance of such new and intercepting sewers and such new and additional gas and water pipes apparatus scours and valves chambers manways drains and watercourses (all in this Act called pipes) as the engineers for the time may deem necessary and when it may be necessary in the judgment of the commissioners or their engineers for the time to carry any sewer or drain or any gas or water pipe under or over the railway by a culvert or bridge such culvert or bridge shall be built and maintained by the Company of such formation and dimensions and with such appurtenances and materials as the commissioners or their engineers may prescribe and to the satisfaction of the commissioners or their engineers for the time:

(3.) The Company shall not commence the construction of any culvert or bridge under or over any road or street or of any approaches thereto nor commence any work which would interfere with prejudice or affect any sewer or drain or pond or gas or water pipe or water reservoir or other water or gas works until they shall have given to the engineers of the commissioners twenty-one days notice in writing of their intention to commence the same by leaving such notice at

their offices respectively with plans elevations sections and other necessary particulars of the said culverts or bridges and approaches thereto and of all provisions proposed by the Company for the construction extension preservation and continuance of sewers and drains and ponds and gas and water pipes and the construction and laying down and maintenance of all new and intercepting sewers and new and additional pipes and the preservation and protection of all water reservoirs or other water or gas works and until the engineers respectively shall have signified their approval of the same or unless they shall fail to signify their approval or disapproval within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid:

(4.) If the engineers or any of them and the Company shall differ upon or with reference to any plans elevations sections or other particulars which under the provisions of this Act are to be delivered by the Company or as to the mode of carrying out the same or as to any other matter or thing arising out of the said plans elevations sections or particulars every such difference shall on the application of the Company or of the commissioners or any of them be referred to the determination of an arbitrator to be named by the sheriff of the county of Forfar and such arbitrator shall have power also to determine by whom and in what manner the costs of and incident to the reference shall be paid:

(5.) Notwithstanding anything herein-before contained where the railways will cross the main pipes or any of them of the Dundee Water Commissioners or the Dundee Gas Commissioners already laid the said pipes shall be carried and protected by a bridge over or culvert under the railways (as the levels may require) of such width and structural formation and of such materials and with such appurtenances and according to such plans and sections as the engineers of the said commissioners may respectively furnish and all such bridges and culverts shall be made and maintained by the Company and the commissioners shall have free access to and from and on and over the same at all times and may lay and maintain additional pipes thereon or therein and deal with all pipes from time to time thereon or therein at pleasure:

(6.) Before any sewers drains or pipes are in any way interfered with there shall be laid down temporary sewers or pipes of dimensions not less than the sewers or pipes which are to be so interfered with and having junctions at each end thereof with the then existing sewers or pipes so as to provide for the

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uninterrupted passage of sewage and drainage water and the uninterrupted supply of water or gas for all purposes during the execution of the works as fully and freely as if the then existing sewers and pipes were not interfered with:

(7.) When the sewers and pipes so interfered with are reconstructed and replaced to the satisfaction of the engineers of the commissioners and the roadways or ground over the same are made good any temporary sewers or pipes which may have been made or laid down shall be disconnected from the then existing sewers or pipes and when the full and free flow of water or gas for all purposes through the sewers or pipes so replaced shall be restored such temporary sewers and pipes shall be removed:

(8.) The works required by this Act so far as they interfere with or affect any of the works of the police commissioners or any of the works or water supply of the water commissioners or any of the works or gas supply of the gas commissioners may be executed at the cost of the Company by the police commissioners or the water commissioners or the gas commissioners as the case may be or by such persons as they respectively may think fit and under the sole direction of the engineers of the said police water and gas commissioners respectively and during the progress of those works the said engineers may if they think fit execute at the cost of the Company any incidental works which they may deem requisite for the protection of the works and apparatus of the respective commissioners in accordance with this section:

(9.) If the police commissioners or the water commissioners or the gas commissioners respectively for ten days next after the day named in any notice served by the Company for the commencement of the works mentioned in subsection 7 or any of them or for ten days after such later day as the Company by notice in writing to the police commissioners or the water commissioners or the gas commissioners as the case may require may have named for commencing the works fail to commence or at any time thereafter fail to proceed with reasonable despatch in the execution of the works the Company at their own expense may remove alter or otherwise interfere with the said sewers or pipes or any of them in such manner and to such extent as they deem necessary and may execute all such other works as they deem requisite for preventing any interruption to the drainage of the town or to the supply of water by the water commissioners or to the supply of gas by the gas commissioners:

(10.) The Company shall pay to the police commissioners and to the water commissioners and to the gas commissioners respectively the amount of all costs charges and expenses incurred by the said commissioners respectively in or about or in any way relating to any works executed by them as before provided for including a reasonable sum as remuneration to their respective engineers for their services in that behalf:

(11.) The elevations of all bridges carrying any railway over any road and the parapets of all bridges carrying any road over any railway shall be to the satisfaction in all respects of the commissioners of police for the burgh of Dundee. Provided always that if the commissioners and the Company differ in regard thereto such difference shall be settled by an arbitrator as provided for in subsection 4 of this section of this Act.

Commissioners not liable for damage arising from alterations of mains &c.

9. The commissioners respectively 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 railway or otherwise howsoever by reason of any of the works executed under this Act or consequent on the execution thereof and the Company shall indemnify the commissioners respectively and save them harmless from and against the consequence of all such damage or injury unless such damage or injury shall have been occasioned by the default or neglect of the commissioners respectively or of their respective agents officers workmen or servants.

Commissioners may repair accidents to pipes.

10. 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.

Commissioners not to be liable for damage arising from accidents.

11. 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

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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 but the Company shall indemnify and save them harmless from and against the consequences of such damage stoppage or loss.

Commissioners may execute or lay additional works.

12. Nothing in this Act shall prevent the commissioners respectively or any of them from constructing or laying from time to time as they think proper additional sewers for the drainage of the town or additional pipes for the purposes of their water or gas supply over under or (so far as rendered necessary by any of the works authorised by this Act) along the railways and the commissioners shall not be liable for any damage 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 when the railways or either of them shall be formed on under or over any land road or street now vested in the commissioners or on under or over which they have power to execute or lay any works the Company shall when required by the commissioners make and maintain bridges or culverts over or under the railways for the said additional works of the commissioners and the powers and rights of the commissioners and the obligations of the Company as set forth in subsections 2 5 8 and 10 of the section of this Act the marginal note of which is "As to "construction of bridges over streets, pipes, sewers, &c." shall apply to such culverts and bridges. 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 laying of such additional works but so that such works shall not interrupt the execution of such additional works. Provided also that the works necessary to secure the railways 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.

Reserving certain provisions of Railways Clauses Acts.

13. The special provisions herein contained for the protection of the police water and gas commissioners shall not be deemed to supersede or dispense with any of the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 or of any Act amending that Act 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.

Reserving claims for compensation &c.

14. Nothing contained in this Act shall take away from or prevent the 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 or other general Acts or from recovering from the Company any such compensation and damages.

Lands of town council.

15. Notwithstanding anything contained in this Act or in the First Schedule hereunto annexed the Company shall if required by the magistrates and town council of Dundee at any time within twelve months after the opening of the railways be bound in addition to taking the ground required for the purposes of this Act belonging to the town of Dundee at Stobsmuir to acquire the portion of ground at present let to the Dundee Police Commissioners lying to the south-west of Railway No. 1 and to pay compensation as the same may be fixed under the provisions of the Acts incorporated with this Act for the injury to the remainder of the town's property caused by and through the construction of the railway and the alteration of the level of the Pitkerro Road.

Rates for police manure.

16. Notwithstanding anything contained in this Act the maximum rate in respect of the conveyance on the railways of police manure including the charges for the use of carriages and locomotive power and all other charges as well as all terminals incidental to such conveyance shall not exceed per ton per mile one penny halfpenny but the Company shall though the distance carried be less be entitled to charge as for three miles.

Construction of new street.

17. Whereas the streets numbered 166 169 and 171 on the deposited plans of Railway No. 1 or part thereof are to be stopped up and the Company are to take and acquire lands abutting on the said streets as well as parts of the said streets themselves situated north of Lincoln Street the Company shall in substitution thereof and at their own cost provide a new road or street forty feet wide from near the north end of Derby Street to Strathmartine Road parallel with and on the south side of Railway No. 1 and form pave and flag such new street and construct new sewers gulleys and connexions and provide and lay new gas and water mains in the said new street for behoof of the commissioners respectively and all of such character and dimensions and at such time and in such manner as the commissioners of police the gas commissioners and the water commissioners shall respectively determine and require and all to the satisfaction of the said commissioners respectively and the Company shall also maintain the said street and works for one year after the date of completion thereof and further the Company shall provide and always maintain to the satisfaction of the

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commissioners of police a foot bridge six feet wide over the railway at the north end of Derby Street.

Provisions as to cost of useless sewers and pipes.

18. The Company shall pay to the Dundee Police Commissioners the cost of all sewers and other works belonging to the said commissioners in any lands or streets crossed or stopped up by the Company under the powers of this Act and rendered useless by such crossing or stopping up and the Company shall also pay to the Dundee Water Commissioners the cost of all pipes and other works belonging to the said commissioners in any such lands or streets and rendered useless by such crossing or stopping up and the Company shall likewise pay to the Dundee Gas Commissioners the cost of all pipes and other works belonging to the said commissioners in any such lands or streets and rendered useless by such crossing or stopping up.

Diversion of road.

19. Whereas the solum of the Public Road No. 88 on the deposited plans of Railway No. 1 or a portion thereof may be taken by the Company the Company shall in the event of the solum of the said road or a portion thereof being taken provide (in substitution of the road or portion of road so to be taken) an altered or diverted road at the sight and to the satisfaction of the commissioners of police of the burgh of Dundee.

Restoration of roads interfered with &c.

20. In constructing the railways under or over any street or road the Company shall restore the portions of the carriageways of any such street or road to be from time to time closed for traffic for the purposes of the works (but which closing shall in no case exceed one hundred yards on either side of the works) within three months from the day upon which such portions shall respectively be so closed and they shall be liable to a penalty not exceeding twenty pounds for every day after the expiration of the said period during which such portions respectively shall not be so restored and such penalty shall be recoverable with costs in the court of the sheriff of the county of Forfar by summary application by all or any of the proprietors or tenants in that part of the street or road which is near to or opposite the respective portions which shall not be restored.

Capital.

21. The capital of the Company shall be two hundred and fifty thousand pounds in twenty-five thousand shares of ten pounds each.

Shares not to be issued until one-fifth paid.

22. The Company shall not issue any share created under the authority of this Act nor shall any such 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 is paid in respect thereof.

Calls.

23. One-fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval

between successive calls and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

24. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate or of his tutor or curator or curator bonis shall be a sufficient discharge to the Company.

Power to divide shares.

25. Subject to the provisions of this Act the Company with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half shares of which one shall be called preferred half share and the other shall be called deferred half share but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon) and the residue to the credit of the preferred half share.

Dividend on half shares.

26. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following (that is to say) first in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share and the remainder (if any) in payment of dividend on the deferred half share and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividend on preferred half shares to be paid out of the profits of the year only.

27. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year 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.

Half shares to be registered and certificates issued.

28. Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates

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of the half shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share shall be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated in certificates.

29. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred half shares.

30. The provisions of the Companies Clauses Consolidation (Scotland) Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half shares to be created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred half shares not to be cancelled or surrendered.

31. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half shares to be half shares in capital.

32. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to borrow.

33. The Company may from time to time borrow on mortgage of the undertaking any sums not exceeding in the whole eighty-three thousand three hundred pounds and of that sum they may from time to time borrow any sum or sums not exceeding in the whole forty-one thousand six hundred and fifty pounds in respect of each one hundred and twenty-five thousand pounds of their capital but no part of any such sum of forty-one thousand six hundred and fifty pounds shall be borrowed until shares for the whole of the capital in respect of which it is to be borrowed are issued and accepted and one half of such portion of 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 for the whole of such portion of capital

have been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and the Company have proved to such sheriff as aforesaid before he so certifies that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns 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 shall be sufficient evidence thereof.

For appointment of a judicial factor.

34. The mortgagees of the undertaking 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 not be less than four thousand pounds in the whole.

Debenture stock.

35. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without regard to the dates of the securities or of the Acts of Parliament or resolutions by which the stock or mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

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

First ordinary meeting.

37. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Number of directors.

38. The number of directors shall be five but the Company may from time to time reduce and again increase the number of directors but so that the number shall be never less than three nor more than five.

Qualification of directors.

39. The qualification of a director shall be the possession in his own right of not less than forty shares.

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Quorum.

40. The quorum of a meeting of directors shall be three.

Domicile of the Company.

41. The domicile of the Company shall be held to be in Dundee.

First directors.

42. Frank Stewart Sandeman Joseph Grimond James Thomas Harris Charles Stuart Blair and Peter Couper shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being (if qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for altering the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation (Scotland) Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for extraordinary purposes.

43. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act 1845 shall not exceed two acres.

Period for compulsory purchase of lands.

44. 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 take easements &c by agreement.

45. Persons empowered by the Lands Clauses Consolidation (Scotland) Act 1845 to sell and convey or release 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 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.

Power to divert roads.

46. Subject to the provisions of this Act the Company may in the construction of the railways divert the roads shown on the deposited plans as intended to be diverted in the manner shown upon the said plans.

Owners may be required to sell parts only of certain lands and buildings.

47. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands buildings or other property 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 90 of the Lands Clauses Consolidation (Scotland) Act 1845 the owners of and other persons interested in the lands buildings or other property described in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may (if such portions can in the opinion of the jury arbiter 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 the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Notice to be given of taking houses of labouring classes.

48. The Company shall not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers make known their intention to take the same by placards hand-bills or other general notice placed in public view upon or within a reasonable distance from such houses and the Company shall not take any such houses until they have obtained the certificate of the sheriff that it has been proved to his satisfaction that they have so made known their intention.

Power for Company to appropriate lands for the erection of dwelling-houses for the labouring classes.

49. The Company may from time to time if and when they think fit appropriate any lands acquired by them under the powers of this Act and which may not be required for the railways and works for the purpose of the erection of dwelling-houses or buildings for persons belonging to the labouring classes whose dwellings may be required for the works by this Act authorised and before displacing any person or persons belonging to the labouring classes who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire the Company shall procure sufficient accommodation elsewhere for such person or persons unless the Company and such persons or persons otherwise agree. Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by the sheriff.

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Deposit money not to be repaid except so far as railway is opened.

50. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act passed in the session of Parliament held in the 9th and 10th years of Her present Majesty chapter 20 a sum of seven thousand nine hundred and ninety-nine pounds and nineteen shillings being five per centum upon the amount of the original estimate in respect of the railway has been deposited with the Court of Exchequer in Scotland in respect of the application to Parliament for this Act: And whereas the original estimate was for a single line of railway only but it is expedient that the railway should be constructed as a double line of railway and a further sum of one thousand six hundred and forty-six pounds five shillings has been deposited in pursuance of the said standing orders and of the said Act being five per centum upon the amount by which the estimate of the cost of the construction of the said railway as a double line exceeds the original estimate and which sums are referred to in this Act as "the deposit fund": Be it enacted that notwithstanding anything contained in the said Act the deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion of the railway open the same for the public conveyance of passengers. Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railway the Court shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the recited Act to the contrary notwithstanding.

Application of deposit.

51. If the Company do not previously to the expiration of the period limited by this Act for the completion of the railway complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid or transferred to the depositors 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 railway 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 aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit and if no such compensation shall be payable or if a portion of the deposit fund shall have been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and shall accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the 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 provided that until the deposit fund shall have been repaid or re-transferred to the depositors or shall have become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Period for completion of works.

52. If the railway is not 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 railway or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Tolls.

53. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following that is to say :—

For passengers.

In respect of passengers and animals conveyed on the railway :—

For every passenger conveyed in a first-class carriage twopence per mile :

For every passenger conveyed in a second-class carriage one penny halfpenny per mile :

For every passenger conveyed in a third-class carriage one penny per mile.

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For animals.

Class 1. For every horse mule ass or other beast of draught or burden twopence per mile and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum of one penny per mile:

Class 2. For every ox cow bull or head of neat cattle one penny halfpenny per mile and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum of one penny per mile:

Class 3. For every calf pig sheep lamb or other small animal one halfpenny per mile and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum of one halfpenny per mile:

For goods.

In respect of goods conveyed on the railways—

Class 4. For all dung compost manure (including guano and artificial manures) lime limestone and undressed materials for the repair of public roads or highways per ton per mile one penny and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of one halfpenny:

Class 5. For all coal coke culm charcoal cinders stones for building pitching and paving bricks tiles slates clay sand ironstone iron ore pig iron bar iron rod iron hoop iron and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise per ton per mile one penny halfpenny and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of one halfpenny:

Class 6. For all sugar grain corn flour hides dyewood earthenware timber staves deals and metals (except iron) nails anvils vices and chains for jute flax cotton wool and all other raw material used in the manufacture of textile fabrics per ton per mile twopence and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of one penny:

Class 7. For all cotton jute flax woollen and other manufactured goods drugs fish and all other wares merchandise articles matters and things (except small parcels and single articles of great weight as herein-after defined) per ton per mile threepence and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of one penny:

For every carriage of whatever description (not being a carriage adapted and used for travelling on a railway and

not weighing more than one ton) if conveyed on a truck or platform belonging to or provided by the Company sixpence per mile and twopence per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

Tolls for propelling power.

54. The toll which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal or for each ton of goods in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to tolls.

55. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say) :—

Short distances.

For all local traffic conveyed on the railway for a less distance than three miles the Company may demand tolls and charges as for three miles :

In the case of local traffic—

Fractional parts of a mile.

For a fraction of a mile beyond three miles or beyond any greater number of miles the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile :

Fractional parts of a ton.

For a fraction of a ton the Company may demand tolls and charges according to the number of quarters of a ton in such fraction and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton :

General weight.

With respect to all articles except stone and timber the weight shall be determined according to the imperial avoirdupois weight :

Weight of stone and timber.

With respect to stone and timber fourteen cubic feet of stone forty cubic feet of oak mahogany teak beech or ash and fifty cubic feet of any other timber shall be deemed one ton weight and so in proportion for any smaller quantity.

For all through traffic conveyed upon the railway by this Act authorised for any distance whatsoever the Company may demand and take for the conveyance of such traffic tolls and charges as for six miles.

Tolls for small parcels and articles

56. With respect to small parcels not exceeding five hundred pounds in weight and single articles of great weight notwithstanding

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anything in this Act the Company may demand and take any tolls not exceeding the following (that is to say):—

of great weight.

For the carriage of small parcels on the railway:—

For any parcel not exceeding seven pounds in weight threepence:

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence:

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence:

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence:

And for any parcel exceeding fifty-six pounds such sum as the Company think fit:

Provided that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

For the carriage of single articles of great weight on the railways:

For any boiler cylinder or single piece of machinery or single piece of timber or stone or other single article the weight of which including the carriage shall exceed four tons but shall not exceed eight tons the Company may demand such sum as they think fit not exceeding sixpence per ton per mile:

For any single piece of timber stone machinery or other single article the weight of which with the carriage shall exceed eight tons the Company may demand such sum as they think fit.

Maximum rates for passengers.

57. The maximum rate of charge to be made by the Company for the conveyance of passengers on the railway including the tolls for the use of the railway and for carriages and locomotive power and every other expense incidental to such conveyance shall not exceed the following (that is to say):—

For every passenger conveyed in a first-class carriage the sum of threepence per mile:

For every passenger conveyed in a second-class carriage the sum of twopence per mile:

For every passenger conveyed in a third-class carriage the sum of one penny per mile.

Maximum rates for animals and goods.

58. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railway including the tolls for the use of the railway and for waggons or trucks and locomotive power and for every other expense incidental

to the conveyance except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier (where any such service is performed by the Company) shall not exceed the following sums (that is to say):—

For every animal in Class 1 fourpence per mile:
For every animal in Class 2 twopence halfpenny per mile:
For every animal in Class 3 one penny per mile:
For everything in Class 4 one penny halfpenny per ton per mile:
For everything in Class 5 twopence per ton per mile:
For everything in Class 6 threepence per ton per mile:
For everything in Class 7 fourpence per ton per mile:
And for every carriage of whatever description (not being a carriage adapted and used for travelling on a railway and not weighing more than one ton) carried or conveyed on a truck or platform per mile sixpence and if weighing more than one ton not exceeding twopence per mile for every quarter of a ton or fractional part of a quarter of a ton.

Passengers luggage.

59. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Terminal station.

60. No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat or therefrom to the consignee.

Foregoing charges not to apply to special trains.

61. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company may take increased charges by agreement.

62. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof either by reason of any special service performed by the Company in relation thereto or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains.

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Charges for cranes and weighing machines.

63. The Company may demand and take for the use of any cranes or weighing machines erected by them of and from the owner or person having charge of any goods articles or things weighed by means of the same such reasonable charges as may from time to time be fixed by the Company.

Power to enter into traffic arrangements.

64. The Company on the one hand and the Caledonian Railway Company and the North British Railway Company jointly through the committee having the management or administration of the Dundee and Arbroath Joint Railway on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enter into and carry into effect contracts and agreements with respect to the following purposes or any of them (that is to say):—

The working use management and maintenance of the railways by this Act authorised or any part or parts thereof:

The supply under any agreement for the railways being worked and used by the said companies jointly as aforesaid of rolling and working stock and plant necessary for the purposes of such agreement and of officers and servants for the conveyance and conduct of the traffic thereon:

The payments to be made and the conditions to be performed with respect to such working use management and maintenance the interchange conveyance accommodation and transmission of traffic to from and over the railways of the contracting parties:

The fixing collection payment division and appropriation of the tolls charges and other revenue arising from that traffic and the payments and allowances to be made or allowed by the said companies jointly to the Company.

Tolls on traffic conveyed partly on the railways and partly on other railways.

65. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railways or any part thereof by the said companies jointly as aforesaid the railways of the Company and of such other companies shall for the purposes of short distance tolls and charges for local traffic be considered as one railway and in estimating the amount of tolls and charges in respect of local traffic conveyed partly on the railways of the Company and partly on the railways of such other companies or of either of them for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers being local traffic 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 being local traffic 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 local traffic partly on the railways of the Company and partly on the railways of such other companies or of either of them.

Confirming scheduled agreement.

66. The agreement between the promoters of the Bill for this Act of the first part and the Caledonian and North British Railway Companies conjointly of the second part the Dundee and Arbroath Joint Line Committee of the third part and the Caledonian Railway Company of the fourth part and the North British Railway Company of the fifth part (a copy of which is set forth in the Third Schedule to this Act) is hereby confirmed and made binding on the respective parties thereto and upon the Company as if the Company were a party thereto instead of the said promoters and the same were under the common seal of the Company and nothing in this Act contained shall prejudice the terms thereof.

Classification table to be open to inspection and copies to be sold.

67. The books tables or other documents in use for the time being containing the general classification of goods carried by goods or merchandise train on the railways of the Company 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 books tables or other documents as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling. 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 railways 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. 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 section 14 of the Regulation of Railways Act 1873.

Terminal charges (if any) to be specified on application.

Penalty.

Company not to pay interest out of capital.

68. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually

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made as is in conformity with the Companies Clauses Consolidation (Scotland) Act 1845.

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

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

Provision as to general Railway Acts.

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

Costs of Act.

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

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

LANDS BUILDINGS AND OTHER PROPERTY PARTS ONLY OF WHICH MAY BE TAKEN.

Work.	Parish.	No. on Deposited Plans.
Railway No. 1 -	Dundee - - -	2 2A 2B 4 5 7 63 65 67 89
Railway No. 2 -	Dundee - - -	185 197

THE SECOND SCHEDULE.

No. on deposited plans.	Width of bridge measured at right angles to centre line of road.	Clear height of bridge.
10	18 feet - - -	13 feet*
14	40 feet - - -	Over bridge
57	30 feet - - -	15 feet
59	50 feet - - -	Over bridge
81	50 feet - - -	Over bridge
107	40 feet - - -	Over bridge
127	50 feet - - -	20 feet at springing and 28 feet at centre of arch
137	53 feet - - -	16 feet
177	50 feet - - -	Over bridge
192	40 feet - - -	Over bridge
195	25 feet - - -	Over bridge

* And level of road to remain unaltered.

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THE THIRD SCHEDULE.

AGREEMENT between the promoters of a Bill now pending in Parliament intituled "A Bill for incorporating the Dundee Suburban Railway Company and for other purposes" (herein-after called "the first parties") of the first part the Caledonian Railway Company and the North British Railway Company conjointly (herein-after called "the second parties") of the second part the Dundee and Arbroath Joint Line Committee appointed by and acting under the North British Railway Dundee and Arbroath Joint Line Act 1879 (herein-after called "the third parties") of the third part the Caledonian Railway Company of the fourth part and the North British Railway Company of the fifth part.

WHEREAS the railways proposed to be authorised by and constructed under the said Bill will if authorised and constructed form a connexion between the Dundee and Arbroath Joint Line as defined in the said Act and the Dundee and Newtyle Railway of the said Caledonian Railway Company. Therefore the parties hereto have agreed and do hereby agree and bind and oblige themselves as follows viz. :—

First.—The first parties shall amend the said Bill by deleting therefrom clauses 50 51 and 54 and by altering clauses 52 and 53 so that these two last-mentioned clauses shall apply only to the first parties on the one hand and to the second parties conjointly through or by means of the third parties on the other hand.

Second.—The first parties shall not, without the consent in writing under the common seals of the second parties conjointly seek to obtain the insertion in the said Bill of clauses or provisions similar in effect to those contained in the clauses so to be deleted or altered in accordance with article first hereof.

Third.—The junctions of the proposed railways with the Dundee and Arbroath Joint Line and the Dundee and Newtyle Railway of the Caledonian Railway Company respectively and the relative works (including signalling arrangements &c.) and sidings at and connected with said junctions shall be laid out and executed at the sight and to the satisfaction of the engineers of the second parties and the engineer of the Caledonian Railway Company respectively and in the event of any difference between the engineers of the second parties or the engineer of the Caledonian Railway Company as the case may be and the engineer of the first parties as to such laying out and construction such difference shall be settled by an engineer to be appointed by the Board of Trade.

Fourth.—Subject to the provisions of this agreement the Dundee Suburban Railway Company (herein-after called "the Company") proposed to be incorporated by the said Bill shall in the event of the said Bill passing into an Act and as soon as conveniently may be thereafter at their own expense acquire the necessary land for and make construct and complete in a good

sufficient substantial and workmanlike manner the railways proposed to be authorised by the said Bill with bridges sufficient for a double line of railway and with permanent way similar to that on the main lines of the second parties together with all such stations station-masters houses signal boxes platelayers and gatekeepers cottages goods sheds engine sheds water tanks (supplied with water with the necessary works and arrangements for affording a permanent supply thereof) sidings loading banks turning tables for engines and other vehicles cranes weighing machines signals wires and telegraphic apparatus and all other conveniences as may be required for economically working and carrying on the traffic upon the said railways.

Fifth.—For twelve months from and after the date of the opening of the said railways under the sanction of the Board of Trade these railways together with the works stations sidings offices conveniences permanent way and others aforesaid shall be maintained by and at the cost of the Company in a substantial and suitable manner and to the reasonable satisfaction of the engineers of the second parties. From and after the date of the expiry of the said period of twelve months and thereafter in perpetuity the said railways works stations sidings offices conveniences permanent way and others aforesaid shall subject to the provisions of this agreement be maintained renewed and upheld by the second parties through or by means of the third parties.

Sixth.—Subject to the provisions of this agreement when and so soon as the said railways works stations sidings offices conveniences permanent way and others aforesaid shall have been completed as aforesaid and approved of by the Board of Trade the second parties shall through or by means of the third parties enter upon and take possession thereof for the purpose of working and managing the same in perpetuity and they shall work the said railways and manage and regulate the traffic thereon in an efficient manner and shall provide the necessary locomotive power rolling stock and plant of every kind for the purpose of effectually working the traffic on the said railways.

Seventh.—In the event of any additions or extensions to works stations sidings offices or other conveniences of the said railways after the opening of the same in consequence of increased traffic or otherwise being found to be necessary or expedient for the proper working of such traffic such additions and extensions shall on the request of the second parties be provided by and at the expense of the Company: Provided that should any difference arise between the parties as to the necessity or expediency of providing such additions or extensions such difference shall be settled by arbitration as herein-after provided.

Eighth.—The second parties through or by means of the third parties shall have the exclusive power of selecting appointing suspending or dismissing all officers agents bookkeepers booking and other clerks enginemen guards servants porters carters surfacemen and others employed upon or in connexion with the said railways or required for keeping in the offices of the third parties the accounts connected with the traffic conveyed thereon or employed in superintending directing or conducting such traffic and such officers servants and others aforesaid shall be paid by the said second parties through or by means of the said third parties and shall be exclusively under their control and the Company shall in the same manner have the appointment and control of and shall pay the secretary

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treasurer or other officers or servants required by them in the management of the capital financial and directorial departments of their undertaking and in maintaining the said railways and works for the said period of twelve months after the opening of the same and the Company shall also during the said period of twelve months bear and make good any damage arising through any part of the railways and works aforesaid failing or giving way or through any defect in the permanent way.

Ninth.—The third parties shall collect and receive all the revenues or moneys (as ascertained in the manner herein-after provided) due and payable to the Company and the proportion of all such revenues or moneys payable to the first parties as herein-after provided shall be paid over to the directors for the time being of the Company or to their treasurer or secretary or to such banker or other person as they shall direct and appoint and the third parties shall as soon after the first day of each month as is reasonably practicable make up and render to the Company statements or abstracts of such revenues.

Tenth.—Subject to the provisions of this agreement the rents received by the second parties through or by means of the third parties under this agreement for bookstalls refreshment rooms coal and other depôts let to traders on the railways of the Company placards advertisements surplus land or property and every other similar source of revenue from any part of the undertaking of the Company shall subject to a reasonable deduction for factorage and for any necessary expenses incurred by the second or third parties for maintenance belong to the Company and be paid over to them half-yearly it being declared that the rents aforesaid are not part of the gross revenue of the Company divisible under articles twelfth and thirteenth hereof.

Eleventh.—Out of the gross revenue of the Company to be ascertained and determined as herein-after provided there shall be first paid to the second parties through or by means of the third parties the actual expenses where incurred of cartage to or from the stations of the Company in respect of such of the traffic referred to in subsection three of article thirteenth hereof as may be carried at rates including cartage and the actual expenses where incurred of the collection or delivery of parcels and the amount payable for Government duty.

Twelfth.—The gross revenue of the Company remaining after the deductions specified in article eleventh hereof shall be divided as follows:—

(1.) Fifty per centum thereof shall be paid to the second parties through or by means of the third parties as remuneration for working managing maintaining renewing and upholding the railways of the Company and for the performance by the second and third parties of every other obligation undertaken by them under this agreement and the remaining fifty per centum thereof shall belong and be paid to the Company.

(2.) Out of the rents and proportion of gross revenue belonging to the Company the Company shall pay all feu duties ground annuals or other ground rents or charges (if any) taxes rates and local burdens of every kind interest upon loans howsoever raised or secured the expense of the directorial and financial management of the Company including the salaries of the secretary treasurer or other officers who may be employed by them as aforesaid and dividends upon the share capital of the Company and all other charges.

Thirteenth.—The gross revenue of the Company divisible between the Company and the second parties through or by means of the third parties as aforesaid shall be ascertained and determined as follows videlicet:—

(1.) The receipts derived from all traffic which both arises and terminates upon the railways of the Company.

(2.) The receipts derived from all traffic from any station or siding or work on the said railways to any station siding or work on the Caledonian Railway the North British Railway the Dundee and Arbroath Joint Line or where the two companies or either of them have a station or siding or vice versâ shall be first subject to deductions as follows viz.:—

(A.) Parcels Traffic.—A terminal allowance to each company or to the Dundee and Arbroath Joint Line Committee on whose line the traffic shall arise or terminate of one penny per parcel.

(B.) Goods Traffic.—When conveyed distances of not more than thirty miles a terminal allowance to each company or to the said committee on whose line the traffic shall arise or terminate of ninepence per ton and when conveyed distances of above thirty miles a terminal allowance to each company on whose line the traffic shall arise or terminate of one shilling and sixpence per ton.

(C.) Mineral Traffic.—A terminal allowance to each company or to the said committee on whose line the traffic shall arise or terminate of threepence per ton.

(D.) Live Stock Traffic.—A terminal allowance to each company or to the said committee on whose line the traffic shall arise or terminate of sixpence per waggon.

(E.) Traffic to or from the Harbour of Dundee.—A terminal allowance to each company or to the said committee on whose line the traffic shall arise or terminate of threepence per ton.

And thereafter shall be divided between the Company the Caledonian Railway Company the North British Railway Company and the said committee respectively in the proportion of the respective mileage of the railways belonging to the said companies or committee respectively over which the traffic is carried the distance over the railways of the Company in no case being reckoned at less than three miles except as respects the receipts of traffic arising in Dundee and terminating on the railways of the Company and vice versâ which shall be divided according to actual mileage.

(3.) The receipts derived from all traffic other than that before provided for shall unless otherwise agreed on be divided in accordance with the regulations for the time being of the railway clearing house the distance over the railways of the Company in no case being reckoned at less than three miles: Provided always that with respect to the division of the mileage receipts of traffic of all descriptions to or from the said proposed railways from or to Dundee or places south or west thereof and passing over the Dundee and Arbroath Joint Line the second parties through or by means of the third parties shall in respect of the portion of the Dundee and Arbroath Joint Line between the junction of the proposed Railway No. 1 with the said joint line and Camperdown Junction receive a proportion corresponding to one mile of the

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proportion of mileage receipts accruing to the Company and to the second and third parties.

Fourteenth.—Each of the Caledonian Railway Company and the North British Railway Company shall as regards the said railways have full power to fix for the whole distance the rates and fares for and to run over and use the said railways stations sidings watering places works and other conveniences thereof for all traffic passing or intended to pass to or from any place on or beyond their respective lines or the Dundee and Arbroath Joint Line from or to any place on or beyond the said railways including stations at Dundee and Arbroath and each of the two companies otherwise shall be entitled to use the said railways stations sidings watering places works and other conveniences as if they were a part of the said Dundee and Arbroath Joint Line: Provided always that the Company shall in no case receive less than the amount that would have accrued if the traffic had been carried and divided under articles twelfth and thirteenth hereof.

Fifteenth.—A joint committee consisting of four representatives two of whom shall be appointed by the Company and one by each of the Caledonian Railway Company and the North British Railway Company shall fix the rates and fares and regulate the working of the traffic arising in the town of Dundee and terminating on the railways of the Company and vice versâ. The meetings of the said committee shall be held in Edinburgh Glasgow or Dundee and in the event of the committee not being unanimous on any question submitted for their determination a standing arbitrator shall decide such difference and he shall be appointed annually in the month of November under the respective seals of the three companies.

Sixteenth.—The second parties through or by means of the third parties shall cause to be kept regular books of accounts of all receipts payments of money and other transactions of or in relation to the traffic on the railways of the Company and shall permit the secretary of the Company for the time being or any other party duly authorised by the directors of the Company during the subsistence of this agreement to have free access to and inspect such books of accounts and all other documents relating to the traffic of the railways at all reasonable times and to take copies thereof or excerpts therefrom.

Seventeenth.—This agreement shall take effect as from the date of the Bill of the first parties receiving the Royal Assent and shall continue in perpetuity subject to the unconditional determination by the Company so far as respects the provisions hereof relating to the working management and maintenance of the proposed railways at the end of ten years from the passing of the Act confirming this agreement.

Eighteenth.—This agreement is made subject to such alterations as Parliament may see fit to make thereon and shall be scheduled to and confirmed by the Bill of the first party now in Parliament; and in the event of its not being confirmed this session any of the parties may schedule this agreement to any Bill in the session of Parliament 1885 or any subsequent session. Should any alteration be made on this agreement by Parliament which in the opinion of Samuel Pope Esquire Q.C. whom failing Robert O'Hara Esquire Barrister-at-Law is material any of the parties shall be entitled to require the said agreement to be withdrawn from all or any of the said Bills.

Nineteenth.—All differences between the parties as to the true intent and meaning and effect of this agreement and as to the mode of carrying out the provisions hereof shall be settled under and in terms of the Railway Companies Arbitration Act 1859.

Twentieth.—The parties hereto bind and oblige themselves to implement and fulfil the whole heads articles and provisions hereof under the penalty of one thousand pounds sterling to be paid by the party or parties failing to the party or parties observing or willing to implement the same over and above performance.

And it is hereby further expressly provided and declared that the aforesaid sum of one thousand pounds shall be payable as by way of ascertained or liquidated damages consequent on the breach of this agreement and not by way of penalty with interest at the rate of five per centum per annum from the date of the said breach of agreement; and all the parties hereto consent to the registration hereof for preservation and execution. In witness whereof these presents consisting of the seven preceding pages of print and the testing clause in writing on this page are (under the declaration that the words "for whom the first parties hereby bind and oblige themselves" occurring in the tenth and eleventh lines of page second hereof are delete that the letter "s" is added to the word "rent" occurring in the twenty-eighth line of page fourth hereof and that the words "shall be credited to the Company" occurring in the second last and last lines of said page fourth hereof are also delete all before subscription) subscribed in quadruplicate by the parties hereto as follows videlicet they are subscribed by the first parties as follows videlicet by James Thomas Harris of Brookes Hall Ipswich General and Charles Stuart Blair of Number 3 Pall Mall Place London Colonel both at Westminster London on the twenty-eighth day of April eighteen hundred and eighty-four before these witnesses Duncan Wilkie Paterson solicitor before the Supreme Courts of Scotland Edinburgh and George Jackson solicitor to the said Caledonian Railway Company by Peter Couper accountant in Edinburgh at Leith on the twenty-ninth day of the month and year last mentioned before these witnesses Thomas Chapman Boyce Goodyer and Charles Munro both clerks to Messieurs Paterson Cameron and Company solicitors before the Supreme Courts of Scotland Edinburgh and by Frank Stewart Sandeman merchant in Dundee at Stanley on the third day of May and year last mentioned before these witnesses the said Duncan Wilkie Paterson and Stuart Armess clerk to the said Frank Stewart Sandeman and residing at Stanley aforesaid the said James Thomas Harris Charles Stuart Blair Peter Couper and Frank Stewart Sandeman being four and a quorum of the said first parties they are subscribed by Sir James Falshaw and Henry Grierson Esquire two of the directors and by George Bradley Wieland Secretary of and for and on behalf of the said North British Railway Company and sealed with the common or corporate seal of that company at Edinburgh on the said third day of May and year last mentioned before these witnesses Robert Paton and Frederic Harrold Payne both clerks in the head office of the said North British Railway Company and residing in Edinburgh they are subscribed by John Cowan and Hugh Brown Esquires two of the directors of and for and on behalf of the said Caledonian Railway Company and sealed with the common or corporate seal of that company at Glasgow on the fifth day of the said month of May and year last mentioned before these witnesses the said George Jackson and John Johnstone Haining clerk to the said Caledonian Railway Company in their secretary's office in Glasgow and they are subscribed by John Sharp Esquire a director of

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the said Caledonian Railway Company and James Cox Esquire a director of the said North British Railway Company two of the members of and by Edward Gilbert secretary of and for and on behalf of the said Dundee and Arbroath Joint Line Committee at Dundee on the 6th day of the said month of May and year last mentioned before these witnesses George Gow Hamilton cashier and John Black clerk both to the said Dundee and Arbroath Joint Line Committee and residing in Dundee declaring that this testing clause from and after the words "In witness whereof" is written by Alexander Kinninmont Murray clerk to the said Caledonian Railway Company in their solicitor's office in Glasgow.

D. W. Paterson Witness
Stuart Armess Witness
D. W. Paterson Witness
George Jackson Witness
Thos. C. B. Goodyer Witness
Chas. Munro Witness
George Jackson Witnes
John J. Haining Witness
Geo. G. Hamilton Witness
John Black Witness
Robt. Paton Witness
F. H. Payne Witness

Seal of the Caledonian Railway Company.

Frank Stewart Sandeman
James T. Harris
C. S. Blair
Peter Couper
John Cowan Dr.
Hugh Brown Dr.
John Sharp Director
James Cox Director
James Falshaw Director
Henry Grierson Director
G. B. Wieland Sec. N. B. Ry. Co
E. Gilbert Secy.

Seal of the North British Railway Company.

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