CHAPTER xxiii.

An Act to extend the Time for the Purchase of Lands for, and for the Construction of, the North British, Arbroath, and Montrose Railway. [17th May 1877.]

A.D. 1877.

WHEREAS by "The North British, Arbroath, and Montrose Railway Act, 1871," (herein-after called the Act of 1871,) the North British, Arbroath, and Montrose Railway Company, in this Act called the Company, were authorised to make the North British, Arbroath, and Montrose Railway in the county of Forfar: 34 & 35 Vict. c. cxxiii.

And whereas by "The North British, Arbroath, and Montrose Railway Act, 1872," (herein-after called the Act of 1872,) the Company were authorised to make certain new railways: 35 & 36 Vict. c. xlvi.

And whereas by the third section of "The North British, Arbroath, and Montrose Railway Act, 1874," (herein-after called the Act of 1874,) the time for the compulsory purchase of lands for the purposes of the Act of 1871 and of the Act of 1872 was extended, and limited to the first day of August one thousand eight hundred and seventy-seven, and by the fourth section of the Act of 1874 the time for the completion of the railways authorised by the Act of 1871 and by the Act of 1872 was extended, and limited to the first day of August one thousand eight hundred and seventy-seven, and it is expedient that those times should be extended:

And whereas it is expedient that the Company and the North British Railway Company should be empowered to enter into and carry into effect working and other arrangements as herein-after provided:

And whereas the objects aforesaid cannot be effected without the authority of Parliament:

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

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Short title.

1. This Act may be cited for any purpose as "The North British, Arbroath, and Montrose Railway Act, 1877."

Part of 26 & 27 Vict. c. 92. incorporated.

2. Part II., relating to extension of time, and Part III., relating to working arrangements, of "The Railways Clauses Act, 1863," are incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Act partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the Company" means the North British, Arbroath, and Montrose Railway Company incorporated by the Act of 1871; the expressions "the railways" or "the undertaking" mean respectively the railways and undertaking by the Act of 1871 and by the Act of 1872 authorised.

Extending time for the purchase of lands.

4. The powers of the Act of 1874 with respect to the compulsory purchase or taking of lands are hereby extended and shall continue in force until the first day of August one thousand eight hundred and seventy-nine.

Extending time for completion of works.

5. The time granted by the Act of 1874 for constructing and completing the railways shall be extended until the first day of August one thousand eight hundred and eighty.

Confirming agreement with the North British Railway Company.

6. The scheduled agreement expressed to be made between the Company of the one part, and the North British Railway Company of the other part, is hereby confirmed and made binding on the parties thereto as fully and effectually as though the provisions thereof were specifically enacted in this Act.

Power to enter into working agreements.

7. The Company on the one hand, and the North British Railway Company 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 agreements with respect to the following purposes or any of them; (that is to say,)

The maintenance and management of the railways or of any part or parts thereof respectively, and of the works connected therewith respectively, or any part thereof:

The use or working of the railways or of any part thereof respectively, and the conveyance of traffic thereon:

The payments to be made and the conditions to be performed with respect to the matters aforesaid:

The interchange, accommodation, conveyance, and delivery of traffic coming from or destined for the undertakings of the

contracting Companies, and the levying, fixing, collection, apportionment, and division between the said Companies of the tolls, rates, charges, receipts, and revenues taken, levied, or arising from such traffic.

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

8. Nothing in this Act contained shall exempt 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 to be taken by the Company.

Expenses of Act.

9. 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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SCHEDULE.

AGREEMENT between the North British, Arbroath, and Montrose Railway Company of the first part, and the North British Railway Company of the second part.

WHEREAS the first parties (herein-after called "the Company") were incorporated by "The North British, Arbroath, and Montrose Railway Act, 1871," for the purpose of making and maintaining a railway from the Caledonian Railway near Arbroath in the county of Forfar to the Caledonian Railway near Hillside in the same county, and a branch to be connected therewith: And whereas by "The North British, Arbroath, and Montrose Railway Act, 1872," the Company were authorised to construct additional branches and works: And whereas the said railway and branches (herein-after called "the Arbroath Railway") were authorised to be used and worked by the North British Railway Company (herein-after called "the North British Company") in connexion with the lines formed by that Company in the said county of Forfar, in terms of an agreement between the parties hereto scheduled to and confirmed by the said first-recited Act: And whereas in consequence of unforeseen difficulties which have occurred in prosecuting the works of the Tay Bridge railways which had been authorised to connect the system of the second parties in Fifeshire with Dundee and other places north of the Tay, it was deemed expedient to delay for a time the formation of the North British, Arbroath, and Montrose Railway, and accordingly by "The North British, Arbroath, and Montrose Railway Act, 1874," the time for acquiring land and constructing works was extended: And whereas the works upon the Tay Bridge railways are far advanced towards completion: And whereas the share and loan capital the Company are authorised to raise amounts in the aggregate to two hundred and forty-seven thousand four hundred and forty pounds, but the Company have experienced difficulty in raising the same under the provisions of the before-mentioned agreement: And whereas the said second parties, in order to secure the immediate construction of the said railway and branches, have agreed to enter into the arrangements herein-after provided: Therefore, without prejudice to the said recited agreement, except in so far as hereby expressly altered, the parties hereto, in supplement thereof, hereby agree and bind and oblige themselves to each other as follows; that is to say,

First.—The provisions contained in the seventh and eighth articles in the said recited agreement are hereby cancelled, and in substitution for the same it is agreed that the receipts from the traffic of the Arbroath Railway and from the traffic upon the North British Railway passing to, from, or over the Arbroath Railway shall be divided and apportioned as follows:

(1.) Out of the gross annual receipts of the Company derived from traffic passing over the Arbroath Railway or part thereof, and not passing to any point on or beyond and viâ the North British Railway, and herein-after

called "local traffic," there shall be paid to the North British Company the actual expenses incurred by them for cartage at the stations of the Company of such local traffic as may be carried at rates including cartage, and fifty per centum of the residue of such revenues for working and maintaining the line, and the remaining fifty per centum of such residue shall be paid to the Company in terms of the fourth article of the said recited agreement, and the same, after defraying the expenses, salaries, interest, and other charges in terms of the said fourth article of the said agreement, shall be applicable to the payment of the dividends to the shareholders of the Company after specified:

(2.) Out of the gross annual receipts which shall accrue to the first and second parties respectively from traffic passing over the Arbroath Railway, or part thereof, from, to, or over the North British Railway, or some part thereof, herein-after called "through traffic," there shall be paid the actual expenses of the North British Company for cartage at stations of such through traffic as may be carried at rates including cartage, and fifty-five per centum of the residue for working and maintenance by that Company of the railways traversed, and from the remaining forty-five per centum of such residue there shall be apportioned to the Company such amount as may with the share, if any, of the receipts for local traffic apportioned to the Company under the first sub-section of this article, be sufficient to make up, or should no part of the receipts from local traffic be available for that purpose to pay a dividend of five and a half per centum per annum on the share capital of the Company, and to defray any charges under the fourth article of the said recited agreement which the Company's share of the residue of receipts from local traffic may have been insufficient to discharge.

(3.) When and so long as the shareholders of the Company receive five and one half per centum per annum of dividend out of the residue of receipts from local and through traffic as aforesaid, or from either of these sources, the whole residue and remainder of such receipts respectively, after deducting the payments made by the Company as aforesaid, shall be paid over to or retained by the said second parties, as the case may be.

Second.—This agreement shall be contingent upon the sanction of Parliament being obtained thereto, and be subject to such alterations as Parliament may think fit to make thereon.

Third.—All differences between the parties hereto in relation to this agreement, or as to the import and meaning thereof, shall be referred to arbitration under and in terms of "The Railway Companies Arbitration Act, 1859."

In witness whereof these presents, written on this and the preceding page of stamped paper by James Falconer, apprentice to Thomas Jarron Gordon, Writer to the Signet, Edinburgh, are sealed with the common seal of the Company, and also with the common seal of the North British Company, and are signed as follows; videlicet, For the North British Company by George Harrison and George Robertson, two of the directors thereof, and George

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Bradley Wieland, secretary thereof, all at Edinburgh, on the first day of February in the year one thousand eight hundred and seventy-seven, before these witnesses, James Fergusson and John Martin, both clerks in the secretary's office of the North British Company in Edinburgh; and for the Company by James Cox and Hercules Scott, two of the directors thereof, and the said George Bradley Wieland, secretary thereof, as follows, videlicet, by the said James Cox at Dundee, on the second day of the said month and year last mentioned, before these witnesses, William Thomson Scroggie, cashier, Dalhousie Terrace, Dundee, and George Melville, mercantile clerk, thirty, Victoria Street, Dundee, by the said Hercules Scott at Brotherton Castle near Johnshaven, Kincardineshire, on the fifth day of the said month and year last mentioned, before these witnesses, Arthur Dickson, solicitor, Montrose, and James Matthews, architect, Aberdeen, and by the said George Bradley Wieland at Edinburgh, on the ninth day of the said month and year last mentioned, before these witnesses, the said James Fergusson and John Martin.

J. Fergusson, *Witness.*
Jno. Martin, *Witness.*

Seal of the North British Railway Company.

Geo. Harrison, *Director.*
Geo. Robertson, *Director.*
G. B. Wieland, *Secretary* N. B. Ry.

W. T. Scroggie, *Witness.*
George Melville, *Witness.*
Arthur Dickson, *Witness.*
James Matthews, *Witness.*
J. Fergusson, *Witness.*
Jno. Martin, *Witness.*

Seal of the North British, Arbroath, and Montrose Railway Company.

James Cox, *Director.*
Hercules Scott, *Director.*
G. B. Wieland, *Secretary* N. B. A. & M. Ry.

LONDON: Printed by George Edward Eyre and William Spottiswoode, Printers to the Queen's most Excellent Majesty. 1877.