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of *Edinburgh*, or until it should have been determined, in manner therein-after mentioned, on what other Site in the City of *Edinburgh* another Fruit and Vegetable Market should be constructed, at the Cost of the Company, in lieu of and as full Compensation for and in respect of the Lands on which the said Market was then held, and until the said new or substituted Market should have been constructed and made over, ready for Use, at the Expense of the Company, to the said Lord Provost, Magistrates, and Council of *Edinburgh*, and such Market should also be validly conveyed to the said Lord Provost, Magistrates, and Council, at the Expense of the Company; and it was also enacted, that if within Three Months after the passing of the Act the Company and the Lord Provost, Magistrates, and Council of *Edinburgh* should not agree upon a Site suitable for the new Market, or upon any of the Works to be constructed thereon, or the Accommodation to be provided therein, or as to the Accesses thereto, or as to any other Matters connected therewith, the Matters so in dispute should, at the Instance of either Party, be referred to Arbitration, as therein mentioned, and the Arbitrators or Oversman should be at liberty to institute such Inquiry and employ such Surveyors and others as they or he might deem necessary, and the whole proper Costs attending such Arbitration should be borne by the Company; and provided that the new or substituted Market to be constructed under Arbitration should not be formed or held upon any open Street or Area, but in some secure Place enclosed by substantial Walls and Gates, with equal Accommodation to the present Fruit and Vegetable Market, and also that such new or substituted Market should be conveniently situated for the Public using the other Provision Markets of the City which are at the *North Bridge*; and it was also enacted, that the Company might stop up and discontinue as a public Thoroughfare, whether for Vehicles or Foot Passengers, so much of *Canal Street*, and of the public Road in continuation thereof, and of the Footpath on either Side thereof respectively, as is therein mentioned, and might appropriate the Site of the Street, Road, and Footpath so stopped up and discontinued as a public Thoroughfare to the Enlargement of the Station; but it was provided that the Right of Way for Foot Passengers along the said Street and Road, or the Footpath on One Side thereof, should continue until the Company should have constructed and opened for public Use a new Footpath, upon or over Lands belonging to them, so as to keep up the Communication for Foot Passengers between the public Footpath and Stairs at the North-east Side of the *North Bridge* and the *Physic Gardens*, and until such new Footpath should be constructed and opened the Company should keep open and unobstructed, for the Passage of Foot Passengers throughout the entire Length of the Street and Road intended to be stopped up, a Footway, of such Dimensions, and running in such Direction, and of such Construction

Construction as therein mentioned; and it was further enacted, that the Powers of the Company for the compulsory Purchase of Lands for the Purposes of the Act should not be exercised after the Expiration of One Year from the passing of the said Act: And whereas the Company and the said Lord Provost, Magistrates, and Council did not within Three Months after the passing of the said Act agree upon a Site suitable for the new Market, and the Dispute between them was referred to Arbitration, in which the Company proposed that the new or substituted Market should consist of a Portion of the existing Markets and of certain Lands adjoining thereto belonging to the Company, and of the Site of Part of the said Road in continuation of *Canal Street* which the Company had Power to acquire under the said Act, and that the Portion of the existing Market not required for the new or substituted Market should be appropriated to and included in their Station: And whereas *George Moir* Esquire, Advocate, the Oversman under such Arbitration, made a Decreet Arbitral therein: And whereas the Company proceeded to act upon the said Decreet Arbitral, but were prevented from proceeding therewith by the said Lord Provost, Magistrates, and Council, and thereupon legal Proceedings were taken, and Litigation has been had thereon, which is still in dependence: And whereas an Agreement has been entered into between the said Lord Provost, Magistrates, and Council and the Company for Settlement of the Matters so in dispute between them (a Copy of which is set forth in the Schedule to this Act), and it is expedient that the said Agreement should be confirmed, and Provision made for carrying the same into effect, and that the Company should be empowered, subject to the Provisions thereof, to appropriate Part of the said Fruit and Vegetable Market for the Enlargement of their Station: And whereas by "The *North British* Railway Act, 1844," the extreme Height of the Station House, Warehouses, and other Buildings which may be erected by the Company on the Ground to be acquired by them to the Eastward and Westward of the *North Bridge* in the City of *Edinburgh* is restricted to Thirty Feet above the Level of the Rails at the Terminus, and it is expedient that such Restriction should be modified as in this Act 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 of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Certain Clauses of 23 & 24 Vict. c. clix. repealed.

1. The Seventh and following Sections of the Act of 1860 to the Fifteenth Section inclusive are hereby repealed.

2. The

Provisions of 8 & 9 Vict. c. 19. incorporated.

2. The Provisions of "The Lands Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Purchase of Lands by Agreement, are hereby incorporated with this Act.

Company may enter upon the Lands shown upon deposited Plan.

3. And whereas a Plan showing the Site of the Fruit and Vegetable Market in the City of *Edinburgh*, and of *Canal Street* and the public Road in continuation thereof to the *Physic Gardens*, and of certain Lands intended to be taken for the Enlargement of the said Market, together with a Book of Reference to such Plan, has been deposited with the Principal Sheriff Clerks of the County of *Edinburgh* and County of the City of *Edinburgh* respectively, on which Plan the Parts of the said Market, of *Canal Street*, and of the public Road in continuation thereof respectively, which are intended to be appropriated to the Enlargement of the said Station, are coloured Pink, and the Part of the said public Road and other Lands intended to be appropriated to the Enlargement of the said Market is coloured Green: Therefore, subject to the Provisions of this Act and of the Agreement by this Act confirmed, the Company may enter upon, take, and use all and every the Market, Street, and Road or Parts thereof respectively, and the Site and Soil thereof, and all other Lands so coloured Pink or Green respectively on the said Plan, and, subject as aforesaid, may appropriate the Parts thereof respectively so coloured Pink to the Enlargement of the said Station, and the Parts thereof respectively so coloured Green shall be appropriated to the Enlargement of the said Market, and with respect to the Part thereof so coloured Green now belonging to the said Lord Provost, Magistrates, and Council, the same shall continue vested in them for the Purposes of the said Market.

Company to pay certain Sums of Money to the Lord Provost, &c.

4. Within Two Months after the passing of this Act, and before the Company shall exercise any Power of entering upon Lands by this Act conferred upon them, the Company shall pay to the said Lord Provost, Magistrates, and Council the Sum of Six thousand Pounds, with Interest, as provided by the said Agreement, and the said Lord Provost, Magistrates, and Council shall, in respect of the said Payment, erect without Delay a Flight of Stairs at the South End of the *North Bridge*, as by the said Agreement is also provided.

Power for Company to stop up Part of Canal Street.

5. When the said Lord Provost, Magistrates, and Council have been paid or satisfied the Monies by this Act and by the said Agreement required to be paid to them by the Company, the Company may stop up and discontinue as a public Thoroughfare, whether for Vehicles or Foot Passengers, so much of *Canal Street* and of the public Road in continuation thereof, and of the Footpath on either Side thereof respectively, as is coloured Pink and Green on the deposited

deposited Plan, and may appropriate so much thereof as is coloured Pink on the deposited Plan for the Enlargement of their Station.

Company to wall in the new Site for the Fruit and Vegetable Market.

6. The Company shall construct the Wall referred to in the Third Article of the said Agreement, so far as the same is not constructed, in the Manner in the said Agreement set forth, and so that the said Wall when completed shall, together with the Wall already constructed, enclose the whole of the Area shown upon the deposited Plan, and thereon described as "Vegetable Market" (except the Part thereof coloured Pink upon the said Plan), and also the Enclosures and Properties or Parts thereof respectively coloured Green upon the said Plan, and so that the Area so walled in shall be bounded on the West by the Station of the *Edinburgh and Glasgow* Railway Company, and on the South by *Low Market Street* and *Old Physic Gardens*, on the East by the Railway Station and Part of the present West Coal Depôt of the Company (the other Part of the said Coal Depôt being included in the said Area), and on the North in part by the said Railway Station of the Company, and in part by the Part of the Vegetable Market coloured Pink on the said Plan, and shall also causeway and lay out the Area so enclosed, and fit up the same in a completed Form for the Purposes of a Fruit and Vegetable Market, in the Manner in the said Agreement required.

Markets to be completed within a Year after the passing of Act, and Penalty in case of Default.

7. The said Wall and Works within the said Area which the Company are by this Act required to construct shall be completed within One Year after the passing of this Act; and if at the Expiration of such One Year the same shall not be completed the Company shall pay to the said Lord Provost, Magistrates, and Council the Sum of Ten Pounds for every Week which shall thereafter elapse until the said Wall and Works shall be completed.

As to Conveyance of Market, &c.

8. When the Fruit and Vegetable Market is walled in and completed by the Company, as required by the said Agreement and provided by this Act, the Company shall convey the Part thereof coloured Green on the deposited Plan, and lying to the East of the existing Fruit and Vegetable Market, with the Walls so completed by the Company, to the said Lord Provost, Magistrates, and Council; and the said Lord Provost, Magistrates, and Council shall convey so much of the Site of the present Fruit and Vegetable Market as is coloured Pink on the deposited Plan to the Company, as provided for by the First and Second Articles of the said Agreement.

Corporation to have Access to Company's Premises to repair North Bridge.

9. The Lord Provost, Magistrates, and Council of *Edinburgh* shall at all Times have free Access over and upon the Company's Ground, for the Purpose of performing such Repairs or Operations on the *North Bridge* as may at any Time be found to be necessary for the

the due Preservation thereof, or for the widening of the same, but so as not to interfere with the Traffic, Works, and Operations of the Company.

Company not to injure Piers, &c. of North Bridge.

10. Nothing in this Act or in the Act of 1860 contained shall be held to authorize the Company in any way to injure the Piers or Abutments or any of the Walls of the *North Bridge*, nor shall they interfere with such Piers, Abutments, or Walls, except in so far as may be necessary for attaching the Leadwork required to make the Roofs of the Sheds water-tight.

Company not to take any Part of the Physic Gardens or Market Street for the Enlargement of Station.

11. It shall not be lawful for the Company to appropriate to the Enlargement of the said Station the Site of any Part of the *Physic Gardens* or of *Market Street*, anything in this Act or in the Act of 1860, or in the Acts incorporated herewith, contained to the contrary notwithstanding.

Agreement confirmed.

12. The Agreement set forth in the Schedule to this Act, so far as the same is not carried into effect by the Provisions of this Act, is hereby confirmed, and shall be binding upon the Parties thereto respectively.

Height of Buildings at Edinburgh Station regulated.

13. The Height of any Buildings that may be erected by the Company on the Ground to be acquired by them under the Agreement set forth in the Schedule to this Act shall be restricted in all Time coming so that the extreme Height of any Portion of such Buildings shall not be raised so as to be higher than Thirty Feet above the Level of the Rails in the present joint Passenger Shed near *Waverley Bridge*; and no Furnace or Chimney, other than that of an ordinary House Fire, shall be formed in any Building to be erected on the said Ground; and such Restrictions shall and may be enforced and made effectual at the Instance of the Lord Provost, Magistrates, and Council of the City of *Edinburgh*, or of any One or more of the Proprietors or Householders within the Bounds of Police of the said City.

Restriction as to Height of Buildings at the North Bridge modified.

14. The Company may at any Time, on any Lands now belonging to the Company and to the *Edinburgh and Glasgow* Railway Company jointly, or to either of them separately, or which the Company may acquire under the Agreement set forth in the Schedule to this Act, so far as such Lands are situate between the *North Bridge* and the *Waverley Bridge* in the City of *Edinburgh*, as to which they are now restricted from erecting any Building the extreme Height of the Roof of which shall not be higher than Thirty Feet above the Level of the Rails, be entitled to erect Buildings and Sheds for Passenger Traffic only, so that the Height of such Buildings and Sheds

Sheds shall not be higher than Forty Feet above the said Rails, and so that no Furnace or Chimney, other than a Chimney for an ordinary House Fire, shall be formed in any such Building or Shed; provided that the Roof of the said Buildings shall be constructed of Iron and Glass, and so as to be as little as possible injurious to the Amenity of the City; and that the external Elevation of the Buildings and Sheds so to be erected by the Company shall be to the Satisfaction of *David Bryce* senior, Esquire, Architect, *Edinburgh*; the Rights of the said Companies or either of them already existing as to the Erection of Buildings of a greater Height than Thirty Feet on any Portions of the said Lands being reserved entire; and all the Restrictions at present applicable to the said Lands, in so far as not hereby modified, being also reserved entire.

Power for the Lord Provost, &c. and North British Company to make Agreements.

15. The said Lord Provost, Magistrates, and Council and the Company may make and enter into Agreements for the Acquisition by the Company by Agreement, but not compulsorily on either Part, of the Site of the Fruit and Vegetable Market proposed to be made under the Agreement set forth in the Schedule to this Act, on condition of the Company providing at their own Cost another Fruit and Vegetable Market, which shall in every respect fulfil the Conditions prescribed by the Act of 1860, with reference to the new and substituted Market therein referred to.

Railways not exempt from Provisions of present and future General Acts.

16. Nothing in this Act contained shall be deemed or construed to exempt the Railways of the Company from the Provisions of any General Act relating to Railways, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels, authorized by the Acts relating to the Company.

Expenses of Act.

17. The Costs, Charges, and Expenses of and incident to the passing of this Act shall be paid by the Company.

Short Title.

18. This Act may for any Purposes be cited as "The *North British Edinburgh* Station and Market Act, 1865."

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SCHEDULE to which the foregoing Act refers.

AGREEMENT between the Lord Provost, Magistrates, and Council of the City of Edinburgh and the North British Railway Company.

It is contracted and agreed between the Parties following, viz., the Lord Provost, Magistrates, and Council of the City of Edinburgh of the First Part, and the North British Railway Company of the Second Part, and the Edinburgh and Glasgow Railway Company, to the Extent and Effect after mentioned, of the Third Part; that is to say, the said Parties of the First and Second Part, considering that by "The North British Railway (Stations) Act, 1860," the said North British Railway Company acquired Powers, subject to the Provisions in the said Act and the Acts incorporated therewith, to enter upon, purchase, take, and use, for the Purpose of enlarging the Station at Edinburgh belonging to or appropriated to the Purposes of the Traffic of the said North British Railway Company, certain Lands in Edinburgh (including the Site of the Fruit and Vegetable Market of the City); and considering that by Section 8. of the said Act it was enacted that "it " shall not be lawful for the Company to appropriate, use, or interfere with " the Lands on which the Fruit and Vegetable Market of the City of " Edinburgh is now held, or any of the Accesses thereto, or Roads or Streets " communicating therewith, until it shall have been agreed by and between " the Company and the Lord Provost, Magistrates, and Council of Edinburgh, " or until it shall have been determined, in manner herein-after mentioned, " on what other Site in the City of Edinburgh another Fruit and Vegetable " Market shall be constructed, at the Cost of the Company, in lieu of and as " full Compensation for and in respect of the Lands on which the said " Market is now held, and until the said new or substituted Market shall " have been constructed, and made over ready for Use, at the Expense of the " Company, to the said Lord Provost, Magistrates, and Council of Edinburgh, " and such Market shall also be validly conveyed to the said Lord Provost, " Magistrates, and Council, at the Expense of the Company;" and considering that by Section 9. of the said Act it is enacted that "if within " Three Months after the passing of this Act the Company and the Lord " Provost, Magistrates, and Council of Edinburgh shall not agree upon a " Site suitable for the new Market, or upon any of the Works to be con- " structed thereon, or the Accommodation to be provided therein, or as to " the Accesses thereto, or as to any other Matters connected therewith, the " Matters so in dispute shall, at the Instance of either Party, be referred to " Arbitration in manner provided by 'The Companies Clauses Consolidation " (Scotland) Act, 1845,' and the Arbitrators or Oversman shall be at liberty " to institute such Inquiry and employ such Surveyors and others as they " or he may deem necessary, and the whole proper Costs attending such

" Arbitration

" Arbitration shall be borne by the Company; provided always, that the " new or substituted Market to be constructed under Arbitration shall not " be formed or held upon any open Street or Area, but in some secure Place " inclosed by substantial Walls and Gates, with equal Accommodation to the " present Fruit and Vegetable Markets, and also that such new or sub- " stituted Market shall be conveniently situated for the Public using the " other Provision Markets of the City which are at the North Bridge;" and considering that by Section 12. of the said Act it is enacted that "the Height " of any Buildings that may be erected by the Company on the Ground to " be acquired by them under this Act shall be restricted in all Time coming " so that the extreme Height of any Portion of such Buildings shall not be " raised so as to be higher than Thirty Feet above the Level of the Rails in " the present joint Passenger Shed near Waverley Bridge, and no Furnace " or Chimney, other than that of an ordinary House Fire, shall be formed in " any Building to be erected on the said Ground, and such Restriction shall " and may be enforced and made effectual at the Instance of the Lord Provost, " Magistrates, and Council of the City of Edinburgh, or of any One or more " of the Proprietors or Householders within the Bounds of Police of the said " City;" and considering that by Section 13. of the said Act it is enacted that "the Company may stop up and discontinue as a public Thoroughfare, " whether for Vehicles or Foot Passengers, so much of Canal Street and of " the public Road in continuation thereof, and of the Footpath on either Side " thereof respectively, as lies between the East Side of the Site of East Canal " Street and the Physic Gardens, and may appropriate the Site of the Street, " Road, and Footpath so stopped up and discontinued as a public Thorough- " fare to the Enlargement of the said Station; provided always, that the " Right of Way for Foot Passengers along the said Street and Road, or the " Footpath on One Side thereof, shall continue until the Company shall have " constructed and opened for public Use a new Footpath upon or over Lands " belonging to them, so as to keep up the Communication for Foot Passen- " gers between the public Footpath and Stairs at the North-east Side of the " North Bridge and the Physic Gardens, and until such new Footpath shall " be so constructed and opened the Company shall keep open and unobstructed, " for the Passage of Foot Passengers throughout the entire Length of the " Street and Road intended to be stopped up, a Footpath of at least Two " Yards wide; provided also, that the said new Footpath, and the Stairs to " the same, so far as requiring to be made, shall at no Place be less than Nine " Feet in clear Width, and shall be made parallel with the Side Walls of the " North Bridge, and in line with the Portion of the Footpath already con- " structed, and so that the under Side of the Girders shall not be more than " Fifteen Feet above the present Rails; and the Structure shall be of the " general Form shown on a Plan and Elevation subscribed by Charles Jopp, " Civil Engineer, on the Part of the Company, and by Benjamin Hall Blyth, " Civil Engineer, on the Part of the Lord Provost, Magistrates, and Council " of Edinburgh; and the Piers, so far as seen by the Public, shall be of " dressed Ashlar, and the Footpath and Steps of Craigleith Stone, the Parapet " being close and at least Six Feet high above the Line of the Footpath, and " the whole Structure shall be maintained in a good and sufficient State of " Repair by the Company in all Time coming;" and considering that no Agreement having been effected by and between the Lord Provost, Magistrates, and Council on the one Part, and the said North British Railway

Company on the other Part, on what other Site in the City of Edinburgh another Fruit and Vegetable Market should be constructed, at the Cost of the Company, in lieu of and as full Compensation for and in respect of the Lands on which the Fruit and Vegetable Market of the City of Edinburgh is now held, as provided for by Section 8. of the said Act, the Dispute between them was referred to Arbiters, by whom George Moir, Esquire, Advocate, was elected Oversman; that a Variety of Procedure took place under the said Reference, which, in consequence of the Arbiters having differed in Opinion, was ultimately devolved on the Oversman, by whom a Decree Arbitral and Note were issued on the Fifteenth Day of October Eighteen hundred and sixty-three, finding that "upon the North British Railway Company acquiring "the Piece of Ground on the South Side of the existing Market from the "Lord Provost, Magistrates, and Town Council of Edinburgh, and laying out "the same in a completed Form along with the Ground on the East Side of "the existing Market, as proposed to be added by them according to the Plan "No. 69 of Process subscribed by me of the Date hereof, as relative hereto, "and executing and delivering the proper Conveyance in favour of the Lord "Provost, Magistrates, and Town Council, of the Ground contained within "the said Plan, they will have fulfilled their Statutory Obligation of furnishing "a Market with equal Accommodation to the existing Market, and con-"venient for those using the other Provision Markets which are at the North "Bridge, and will be entitled, as soon as the new and additional Space is so "fitted up and opened to the Public (but not until these Operations are fully "completed and rendered available), to appropriate to themselves, for Station "Purposes, that Portion of the old Fruit and Vegetable Market claimed by "them in Terms of their Plans;" that with a view to the Erection of the Footpath Bridge over the Fruit and Vegetable Market, provided by Section 13. of the said Act, the said North British Railway Company, on or about the Month of March Eighteen hundred and sixty-four, entered the said Market, and began to break up the Causeway thereof, when they were interdicted by the Lord Provost, Magistrates, and Council of the City from "appro-"priating, using, or interfering with the Lands on which the Fruit and "Vegetable Market of the City of Edinburgh is now held, or any of the "Accesses thereto, or Roads or Streets communicating therewith," until another Fruit and Vegetable Market shall have been constructed at the Cost of the Respondents (the said Company), and made over ready for Use, at their Expense, to the Complainers (the Lord Provost, Magistrates, and Council); that this Interdict, which was pronounced by Lord Barcaple, was continued by Lord Benholme, whose Interlocutor having been reclaimed against to the First Division of the Court by the said North British Railway Company was affirmed by their Lordships, and has since been appealed by the said Company to the House of Lords; and further considering that the said North British Railway Company, being anxious for the Improvement and Enlargement of the Station at Edinburgh, have introduced into Parliament a Bill, intituled "A Bill to give effect to a Decreet "Arbitral relating to the Fruit and Vegetable Market at Edinburgh, and to "authorize Agreements between the Lord Provost, Magistrates, and Council "of Edinburgh and the North British Railway Company with reference "thereto, and for the Enlargement of the North British Station at Edin-"burgh, and for other Purposes," by which Bill it is inter alia proposed to confirm the said Decree Arbitral; to authorize the Company to enter upon, take,

take, use, and appropriate certain Portions of the Area of the said Market, and of Canal Street and the public Road in continuation thereof, to the Physic Gardens; to authorize the said Company to enter upon the existing Fruit and Vegetable Market, for the Purpose of constructing the said Footpath and Footpath Bridge, and to dig the Foundations for the Piers of the said Bridge, and to do all things necessary for the Construction of such Bridge and Footpath; to remove the Restrictions imposed by Section 12. of the said Act, and for other Purposes; and that the said Bill is at present depending in the House of Commons, and has been petitioned against by the Lord Provost, Magistrates, and Council, on various Grounds; and further, considering that, with a view to an amicable Settlement of the several Questions between the said Lord Provost, Magistrates, and Council and the said North British Railway Company, the Avoidance of a Parliamentary Contest between them, and the Convenience and Safety of the Public travelling by the said North British Railway and using the Station at the Waverley Bridge, Negotiations were opened, which have resulted in the following Arrangement between the said Parties: Therefore it is hereby contracted and agreed as follows; viz.,

First, that the said Lord Provost, Magistrates, and Council shall, when the Works and Alterations specified in Article Third hereof are completed, assign, dispone, convey, and make over to the said North British Railway Company, for the Purpose of enabling them to enlarge the Accommodation at their said Station, all and whole a Strip or Area of Ground along the North, and at present forming Part of the said Fruit and Vegetable Market, which Strip or Area of Ground is delineated and coloured Red on the Plan marked No. I., and subscribed by the First and Second Parties hereto with reference to these Presents:

Second, that the said North British Railway Company shall, when the Works and Alterations specified in Article Third hereof are completed, assign, dispone, convey, and make over to the said Lord Provost, Magistrates and Council all and whole that Portion or Area of Ground (including the Site of the Street or Road and Footpaths on either Side thereof which at present intersect the same) immediately to the East of the said Fruit and Vegetable Market, and delineated and coloured Green on the said Plan marked Number I., and subscribed by the First and Second Parties hereto with reference to these Presents:

Third, that the said North British Railway Company shall, so far as not already done, inclose with a Stone Wall similar to the Wall which at present incloses the Fruit and Vegetable Market, for the Purpose of forming a Fruit and Vegetable Market therein, the whole Portion or Area of Ground delineated on the Plan marked Number II., and coloured Red and Green thereon, and shall thereafter, at their own Expense, causeway and lay out the Area so inclosed, and fit up the same in a completed Form, for the Purposes of a Fruit and Vegetable Market, reconstructing the Stalls as marked on the Portion coloured Purple, at the South-west Side of the said Markets, all as shown on the said Plan marked Number II., and shall thereafter deliver over the said Market to the said Lord Provost, Magistrates, and Council, in a Condition ready to be opened and used for the Purposes of the said Market, and at the Sight and to the Satisfaction of the Superintendent of Public Works for the

the City for the Time on the Part of the City, and Charles Macgibbon, Esquire, Architect, on the Part of the North British Railway, with Power to them to name an Oversman in case of their differing in Opinion:

Fourth, the said Lord Provost, Magistrates, and Council consent and agree, for all and every Interest competent to them in the Premises, that the said North British Railway Company shall be relieved from the Construction of the Footpath Bridge between the North-east Side of the North Bridge and the Physic Gardens, which Footpath Bridge the said Company are, by Section 13. of their said Act of 1860, taken bound to construct and open for public Use before stopping up and discontinuing as a public Thoroughfare, and thereafter appropriating, so much of Canal Street and of the public Road in continuation thereof as lies between the East Side of the Site of Canal Street and the Physic Gardens:

Fifth, that within Two Months from the passing of the Act which is being promoted by the North British Railway Company as aforesaid the said North British Railway Company shall pay over to the said Lord Provost, Magistrates, and Council, for their own Behoof, and to be applied by them in such Way and Manner as they may think fit, the Sum of Six thousand Pounds Sterling, with Interest thereon at the Rate of Five per Cent. per Annum from the Period when the same is payable as aforesaid till paid; and the said Lord Provost, Magistrates, and Council shall, in respect of said Payment, erect without Delay, at their own Expense, for the Use of the Public, subject to such Regulations as they may from Time to Time prescribe, a Flight of Stairs at the South End of the North Bridge, connecting the Street of North Bridge with Market Street and Physic Gardens:

Sixth, that, in addition to the said Sum of Six thousand Pounds Sterling, and Interest thereon till paid, the said North British Railway Company shall pay over to the said Lord Provost, Magistrates, and Council the Expense of preparing, adjusting, and completing these Presents, and of carrying out the whole Arrangements herein contained:

Seventh, that the several Sums hereby undertaken to be paid by the said North British Railway Company shall be paid or satisfied before the said Company shall enter upon, use, or interfere with the Lands on which the said Fruit and Vegetable Market is now held, or any Portion thereof, or any of the Accesses thereto, or Roads or Streets communicating therewith:

Eighth, that, so soon as the said North British Railway Company shall have paid the said Sums, and any further Expenses hereby undertaken by them, they shall be entitled to stop up, and cause to be discontinued as a public Street or Road, the said Street or Road leading from Canal Street to the Portion of Ground coloured Pink on the said Plan marked No. II., which, by Article Second hereof, the said Company are taken bound to convey to the said Lord Provost, Magistrates, and Council, appropriate to themselves for Station Purposes the Strip or Area of Ground specified in Article First hereof; and the said North British Railway Company bind themselves to build the Walls and complete the Works specified in Article Third hereof within Twelve Months from the passing of the said Act, under Penalty of Ten Pounds Sterling for each Week during which this

Provision

Provision shall not be implemented by them; and the said Lord Provost, Magistrates, and Council shall thereafter be bound to execute and deliver to the said Company a proper Conveyance in Terms of Article First hereof:

Ninth, saving and excepting always, as is herein specially arranged and agreed upon, the following Provisions, Conditions, and Restrictions contained or referred to in "The North British Railway (Stations) Act, 1860," as applicable to the Lands to be acquired by the said Company under and in virtue of the said Act, are and shall be applicable to the Lands which may be acquired by the said Company under and in virtue of these Presents, or of any Deeds or Conveyances to be granted in virtue hereof, and specially Sections 10, 11, and 15 of the said "North British Railway (Stations) Act, 1860," are hereby reserved entire and unaffected:

Tenth, in respect that the said Lord Provost, Magistrates, and Council have, for the Convenience of the said Company, agreed to give up a Portion of the Area of the said Fruit and Vegetable Market, and to accept of a Market under Article Third hereof as in lieu of their existing Market, or of the "new and substituted Market" provided for in the said Act, it is hereby expressly provided and declared, and the said North British Railway Company and Edinburgh and Glasgow Railway Company severally agree and bind and oblige themselves, that in the event of Circumstances at any Time hereafter rendering it necessary or expedient for them or either of them to acquire the Area of the Market to be provided under Article Third hereof, or any Portion thereof, they or either of them seeking such Acquisition shall, before appropriating, using, or interfering with the Lands on which the Fruit and Vegetable Market to be provided under Article Third hereof shall be held, or any of the Accesses thereto or Roads or Streets communicating therewith, be bound to provide, at the Expense of said Companies or Company, a new and substituted Market, which shall in every respect fulfil the Conditions prescribed by the said North British Railway (Stations) Act of 1860, with reference to the new and substituted Market therein specified, and specially, and without Prejudice to the said general Obligation, the said North British Railway Company and Edinburgh and Glasgow Railway Company agree and bind and oblige themselves, that if they or either of them, shall at any Time introduce into Parliament a Bill for the Purpose of acquiring Powers to take all or any Part of the Area of the Fruit and Vegetable Market to be provided under Article Third hereof, they, or the Company introducing or promoting such Bill, shall at their own Expense insert in the said Bill and obtain the Authority of Parliament to Clauses for the Protection of the Lord Provost, Magistrates, Town Council, and Community of the City of Edinburgh relative to their Fruit and Vegetable Markets then existing, the same as Clauses 8 and 9 of "The North British (Railway) Stations Act, 1860," and such other Clauses as may be requisite to give the said Clauses due Effect; and the whole Expense to which the said Lord Provost, Magistrates, and Council may be put in connexion with such Bill or incident thereto shall be borne by the Company by whom the same may be promoted; and it is hereby agreed that the said Parties hereto of the First Part shall not oppose any Bill introduced into Parliament under and in virtue of the Arrangement above expressed:

Eleventh, in so far as it may be necessary to have the Authority of Parliament interponed to the Arrangement and Agreement embodied in these Presents, the said Lord Provost, Magistrates, and Council agree to give their Aid and Concurrence to any Bill for that Purpose, the whole Expense to which the said Lord Provost, Magistrates, and Council may be put in connexion with such Bill or incident thereto being defrayed by the said North British Railway Company:

Twelfth, the said North British Railway Company agrees and engages that the Bill which has been introduced by them into Parliament as aforesaid relative to the said Station and Market shall be forthwith altered and amended so as to give Effect to the Agreement embodied in these Presents, as also that the Appeal which they have presented to the House of Lords as before referred to shall, on the Completion of these Presents, be immediately withdrawn; and, on the other hand, the Lord Provost and Magistrates agree to withdraw their Petition against the Bill, and to give their Assent and Support thereto as so amended:

Thirteenth, in the event of any Question or Difference arising between the said Lord Provost, Magistrates, and Council and the said North British Railway Company in regard to the true Meaning and Effect of these Presents or any Article or Clause thereof, the same is hereby referred to the Solicitor General for the Time being, whom failing to the Dean of Faculty of Advocates for the Time, whose Decision therein shall be final and conclusive, and binding on both of the said Parties, and shall not be subject to Review in any Court of Law whatever; and,

Lastly, the whole Parties hereto bind and oblige themselves to implement their respective Parts of the Premises to each other, under the Penalty of Two thousand Pounds Sterling over and above Performance, and they consent to Registration hereof in the Books of Council and Session or others competent, for Preservation and Execution; and thereto they constitute

their Procurators, &c. In witness whereof these Presents, consisting of this and the Nine preceding Pages, marginal Addition on Page First, and marginal Addition on Page Sixth, all written by Alexander Leitch, Clerk to James David Marwick, Town Clerk of Edinburgh, are subscribed in Duplicate by the Parties hereto, as follows; viz., by John Ronald, Esquire, Solicitor before the Supreme Courts of Scotland, Edinburgh, and William Muir, Esquire, Merchant, Leith, Two of the Directors of and duly authorized to execute these Presents by and on behalf of the said North British Railway Company, at Edinburgh, the Twenty-sixth Day of April One thousand eight hundred and sixty-five, before these Witnesses, James Nairne, Esquire, Secretary of the said North British Railway Company, and David Crabb, Clerk in the North British Company's Office, Edinburgh, by William Logan White, Esquire, of Kellerstain, and Walter Graham Blackie, Esquire, of Glasgow, Two of the Directors of and duly authorized to execute these Presents by and on behalf of the said Edinburgh and Glasgow Railway Company, at Glasgow, the Twenty-seventh Day of the Month and Year last above mentioned, before these Witnesses, James Harvie and James Fergusson, both Clerks to the said Edinburgh and Glasgow Railway Company, and by the Right Honourable Charles Lawson

Lawson of Borthwick Hall, Lord Provost, and the said James David Marwick, Town Clerk, in Name and on Behalf of the said Lord Provost, Magistrates, and Council of the City of Edinburgh, specially authorized by them to that Effect, at Edinburgh, the Nineteenth Day of May and Year last above mentioned, before these Witnesses, David Cousin, Esquire, City Architect, Edinburgh, and the said Alexander Leitch, Writer hereof, One Word on Page Sixth and Twelve Words on Page Seventh being delete before Subscription.

(Signed) JOHN RONALD.
WILLIAM MUIR.
W. L. WHITE.
W. G. BLACKIE.
CHAS. LAWSON,
Lord Provost.
J. D. MARWICK,
Town Clerk.

(Signed) J. NAIRNE, Witness.
DA. CRABB, Witness.
J. HARVIE, Witness.
J. FERGUSSON, Witness.
DAVID COUSIN, Witness.
ALEX. LEITCH, Witness.

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