CHAPTER xc.

An Act to authorise the construction by the North British Railway Company of certain Railways and Works; the maintenance of other Railways; the purchase of additional Lands; and for other purposes. [26th July 1889.]

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WHEREAS it is expedient that the North British Railway Company (in this Act called "the Company") should be empowered to construct the branch railways and the pier or jetty herein-after described and execute the other works and exercise the other powers in this Act respectively mentioned and to acquire the additional lands in this Act described for the purpose of providing increased accommodation at the proposed Bridgeton Cross terminus of the Company in Glasgow:

And whereas it is expedient that certain branch railways constructed in connexion with the Slamannan Railway of the Company should be authorised sanctioned and confirmed and that the Company should be empowered to maintain such railways as part of their undertaking:

And whereas it is expedient that the time within which the Company are required to dispose of certain superfluous lands should be extended:

And whereas it is expedient that the Company should be authorised to purchase and acquire certain piers jetty and works at Kincardine authorised under the powers of the Acts 50 Geo. III. cap. 29 and 10 Geo. IV. cap. 50 and constructed by the late Lord Keith and his trustees and that the agreement between Lady William Godolphin Osborne Elphinstone as proprietor of such piers jetty and works and the Company should be confirmed as set forth in the Third Schedule to this Act:

And whereas it is expedient that the deed of agreement between William Forbes of Callendar and the Company as to the purchase by the Company of certain lands in the neighbourhood of Camelon as set forth in the Fourth Schedule to this Act should be confirmed:

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Whereas a deed of agreement has been entered into between Randolph Gordon Erskine Wemyss of Wemyss and Torry herein-after called "the owner" and the Company for the purchase by the Company of the harbour and dock of Methil the harbour of Leven and the railways and works constructed by the owner in connexion therewith:

And whereas such harbours dock and railways could be more efficiently and advantageously worked if owned by the Company and it is expedient that such agreement as set forth in the Fifth Schedule to this Act be confirmed:

And whereas plans and sections showing the lines and levels of the railways and of the pier or jetty and works authorised by this Act and the lands which may be taken for the purposes thereof and plans showing the additional lands authorised to be acquired under the powers of this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of all such lands were duly deposited as follows (that is to say):—As far as relates to the county of Clackmannan with the principal sheriff clerk for that county at his office at Alloa So far as relates to the county of Perth with the principal sheriff clerk for that county at his offices at Perth and Dunblane respectively So far as relates to the county of Stirling with the principal sheriff clerk of that county at his offices at Falkirk and Stirling respectively So far as relates to the county of Fife with the principal sheriff clerk for that county at his offices at Kirkcaldy Dunfermline and Cupar respectively So far as relates to the county of Lanark with the principal sheriff clerk for that county at his offices in Glasgow Lanark Hamilton and Airdrie respectively And so far as relates to the county of Linlithgow with the principal sheriff clerk for that county at his office in Linlithgow and such plans sections and books of reference are herein-after respectively referred to as the deposited plans sections and books of reference:

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:

Short title.

1. This Act may be cited for all purposes as the North British Railway Act 1889.

Incorporation of general Acts.

2. The Lands Clauses Consolidation (Scotland) Act 1845 the Lands Clauses Consolidation Acts Amendment Act 1860 the

Railways Clauses Consolidation (Scotland) Act 1845 Part I. of the Railways Clauses Act 1863 relating to construction of a railway the Harbours Docks and Piers Clauses Act 1847 (except sections sixteen to nineteen both inclusive unless and until the Board of Trade shall require a lifeboat and a tide and weather gauge or either of them to be kept) and the provisions of the Companies Clauses Consolidation (Scotland) Act 1845 with respect to the several matters following (that is to say) the distribution of the capital of the Company into shares the transfer or transmission of shares the payment of subscriptions and the means of enforcing the payment of calls the forfeiture of shares for the non-payment of calls the remedies of creditors of the Company against the shareholders the borrowing of money by the Company on mortgage or bond the conversion of the borrowed money into capital the consolidation of the shares into stock the giving of notices and the provisions to be made for affording access to the special Act and Parts I. II. and III. of the Companies Clauses Act 1863 relating respectively to cancellation and surrender of shares to additional capital and to debenture stock are (except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act—

The expression "the incorporated Acts" shall mean the Acts and parts of Acts incorporated with this Act:

The several words and expressions to which meanings are assigned by the incorporated Acts shall have the same respective meanings:

In the incorporated Acts—

The expression "the special Act" shall mean this Act:

The expression "the Company" or "the promoters of the undertaking" shall mean the North British Railway Company:

unless in any of the cases aforesaid there is something in the subject or context repugnant to such construction.

Power to make railways &c.

4. Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the railways herein-after described with all proper stations sidings approaches works and conveniences connected therewith respectively and the pier or jetty with wharves and other works 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 those purposes:

The railways and pier or jetty herein-before referred to and authorised by this Act are the following:

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Railway No. 1. A railway or branch railway 3 miles 7 furlongs 8·12 chains in length commencing in the parish of Clackmannan in the county of Clackmannan by a junction with the Company's Stirling and Dunfermline Branch Railway at a point thereon one thousand three hundred yards or thereabouts measured in a westerly direction along the said railway from the centre of the bridge carrying the said railway over the public carriage road at Clackmannan Station and terminating in the parish of Tulliallan in the county of Perth (Detached) at a point on the western side of the Kincardine Ferry Pier seventy yards or thereabouts measured in a north-easterly direction from the toll gate on the said ferry pier:

Railway No. 2. A railway or branch railway 1 furlong 2·90 chains in length wholly situate in the said parish of Tulliallan and county of Perth (Detached) commencing at a point on the western side of the Kincardine Ferry Pier seventy yards or thereabouts measured in a north-easterly direction from the toll-gate on the said ferry pier and terminating at a point in the bed or soil of the River or Firth of Forth in or adjoining the said parish ten yards or thereabouts measured in a south-westerly direction from the south-west corner of Kincardine Shipping Pier:

Pier or Jetty. A pier or jetty and wharf wholly situate in the said parish of Tulliallan and county of Perth (Detached) commencing at the termination of Railway No. 2 above described and terminating in the bed or soil of the River or Firth of Forth at a point one hundred yards or thereabouts measured in a south-easterly direction from the commencement thereof:

Railway No. 3. A railway or branch railway 1 mile 1 furlong 3·15 chains in length to be used for the conveyance of goods and minerals only wholly situate in the parish of Falkirk in the county of Stirling commencing by a junction with the Company's Edinburgh and Glasgow Railway at a point on the said railway one thousand eight hundred yards or thereabouts measured eastwards along the said railway from the centre of the bridge carrying the said railway over the public carriage road at Bonnybridge Station on that railway and terminating in a field in the occupation of John Allan at a point seven yards or thereabouts measured northwards from a point in the northern fence of the public carriage road leading from Falkirk to Bonnyhill thirteen yards or thereabouts measured westwards along the said northern fence from the south-western corner of the boarded fence which encloses the Camelon Chemical Works Falkirk occupied by Messrs. H. C. Fairlie and Company:

Railway No. 4. A railway or branch railway 3 furlongs 4·28 chains in length wholly situate in the parish of Dunfermline in the county of Fife commencing by a junction with the Company's railway from Dunfermline High Station to Thornton at a point on the said railway one thousand two hundred and seventy yards or thereabouts measured eastwards along the said railway from the centre of the bridge carrying the said railway over the public carriage road leading from Dunfermline to Townhill and terminating by a junction with the Company's railway from Comely Park Station Dunfermline to Townhill Junction at a point four hundred and seven yards or thereabouts measured south-westwards along the said railway from the centre of the bridge carrying the said railway over the public carriage road leading from Dunfermline to Hallbeath:

Railway No. 6. A railway or branch railway 6 furlongs 9·05 chains in length to be used for the conveyance of goods and minerals only wholly situate in the parish of New Monkland in the county of Lanark commencing by a junction with the Company's Monkland Railway at a point on that railway thirty-eight yards or thereabouts measured in an easterly direction from the eastern side of the footbridge over the Company's said Monkland Railway at Caldercruix Station and terminating by a junction with the mineral railway from the coal pit known as Messrs. James Nimmo and Company's No. 11 Coal Pit Longrigend at a point on the said mineral railway one hundred and seventy yards or thereabouts measured in a north-easterly direction from the centre of the shaft of the said pit:

Railway No. 7. A railway or branch railway 1 furlong 4 chains in length to be used for the conveyance of goods and minerals only wholly situate in the parish of New Monkland in the county of Lanark commencing by a junction with the mineral railway to the coal pit known as Messrs. James Nimmo and Company's No. 8 Pit Longrigend and also to their coal pits known as Nos. 9 10 and 11 Longrigend at or near to the point on the said railway where the line to Pit No. 8 Longrigend leaves the line leading to the said Pits Nos. 9 10 and 11 and terminating by a junction with the mineral railway to the coal pit known as James Nimmo and Company's No. 6 Pit Longrig at a point on the said mineral railway one hundred and ninety yards or thereabouts measured in a westerly direction from a point on the said mineral railway opposite to the pit shaft of the aforesaid Pit No. 6 Longrig.

Enlarging running

5. The running powers and facilities conferred on the North-eastern Railway Company and the Great Northern Railway Com-

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powers of North-eastern and Great Northern Companies.

pany under the North British and Edinburgh and Glasgow Railway Companies Amalgamation Act 1865 shall for traffic passing viâ the Forth Bridge apply to Railway No. 1 and Railway No. 4 authorised by this Act Provided that in the division of the rates and fares arising from traffic carried by the said companies under such running powers and facilities the receipts for the extra mileage chargeable in respect of the Forth Bridge under the Forth Bridge Railway Act 1878 and the Tay Bridge under the North British Railway (New Tay Viaduct) Act 1881 shall be accounted for as follows in respect of the Forth Bridge to the Forth Bridge Railway Company and in respect of the Tay Bridge to the North British Railway Company.

Company may maintain certain railways as part of their undertaking.

6. Subject to the provisions of this Act the Company may maintain the following railways constructed by the Company (that is to say):

Railway No. 8. A railway or branch railway 1 mile 57 chains in length to be used for the conveyance of goods and minerals only already constructed wholly situate in the parish of New Monkland in the county of Lanark commencing at a point six yards or thereabouts measured in a south-easterly direction from the centre of the shaft of the pit of Messrs. James Nimmo and Company known as No. 11 Pit Longrigend and terminating by a junction with the northernmost siding at Moss Lye Longrigend on the Company's Slamannan Railway at a point on that siding three yards or thereabouts measured in a northerly direction from the north-east corner of the weigh-house at Moss Lye siding aforesaid:

Railway No. 9. A railway or branch railway 5 furlongs 8 chains in length to be used for the conveyance of goods and minerals only already constructed wholly situate in the parish of New Monkland in the county of Lanark commencing by a junction with the Railway No. 8 before described at a point thereon seventy yards or thereabouts measured northwards along the said last-mentioned railway from the centre of the level crossing thereof over the public carriage road known as the "Telegraph Road" and terminating at a point eleven yards or thereabouts south-west of the centre of the shaft of the pit known as Messrs. James Nimmo and Company's No. 1 Pit Eastfield:

Railway No. 10. A railway or branch railway 1 mile 3 furlongs 8 chains in length to be used for the conveyance of goods and minerals only already constructed wholly situate in the parish of New Monkland in the county of Lanark commencing by a junction with the Longrig Weighsiding on the Company's said Slamannan Railway at a point on the said siding fifty-two yards or thereabouts measured in a south-westerly direction

from the north-west corner of the weigh-house situate on the said siding and terminating at a point on the said constructed railway one hundred and seventy-eight yards or thereabouts measured in a northerly direction from the centre of the shaft of the pit known as Messrs. James Nimmo and Company's No. 4 Pit Lochend:

Railway No. 11. A railway or branch railway 4·50 chains in length to be used for the conveyance of goods and minerals only already constructed wholly situate in the parish of New Monkland in the county of Lanark commencing by a junction with the said Railway No. 10 at a point thereon forty yards or thereabouts measured in a westerly direction from the south-western corner of the cottage occupied by James Stewart and James Strachan situate at or near to the pit known as Messrs. James Nimmo and Company's No. 2 Pit Lochend and terminating by a junction with the mineral railway from the coal pit known as Messrs. James Nimmo and Company's No. 2 Pit Lochend at a point on said mineral railway thirteen yards or thereabouts measured in a south-easterly direction from the centre of the shaft of the foresaid No. 2 Pit Lochend:

Railway No. 12. A railway or branch railway 1 mile 2 furlongs 1 chain in length to be used for the conveyance of goods and minerals only already constructed wholly situate in the parish of New Monkland in the county of Lanark commencing by a junction with the Railway No. 8 before described at a point thereon three hundred and thirty yards or thereabouts (measured in a south-easterly direction along the said railway) from a point on the said railway opposite to the centre of the shaft of the pit known as Messrs. James Nimmo and Company's No. 5 Pit Longrigend and terminating by a junction with Railway No. 10 before described at a point thereon seventy-five yards or thereabouts measured in an easterly direction from the south-eastern corner of Longrig Coke Ovens:

Railway No. 13. A railway or branch railway 5 furlongs 6 chains in length to be used for the conveyance of goods and minerals only already constructed wholly situate in the parish of New Monkland in the county of Lanark commencing by a junction with the foresaid Railway No. 12 at a point thereon one hundred and eighty-seven yards or thereabouts measured in a westerly direction along said railway from a point opposite the centre of the shaft of the pit known as Messrs. James Nimmo and Company's No. 6 Pit Longrig and terminating at a point on the said railway nineteen yards or thereabouts measured in a south-easterly direction from the centre of the shaft of the pit known as Messrs. James Nimmo and Company's No. 1 Pit Auchingray:

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And may acquire by agreement all rights in over or upon the lands upon which the said railways and works are constructed and such railways shall be deemed to be in all respects a portion of the railways of the Company as though they had been constructed under the powers of this Act.

Power to cross certain road on new railways on the level.

7. Subject to the provisions in the Railways Clauses Consolidation (Scotland) Act 1845 and in Part I (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railways carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the road next herein-after mentioned (that is to say):

No. of Railway.	No. on deposited Plan.	Parish.	Description of Road.
2	56	Tulliallan - -	Road to Ferry Pier.

Power to cross certain roads on constructed railways on the level.

8. Subject to the provisions in the Railways Clauses Consolidation (Scotland) Act 1845 and in Part I (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may maintain and continue the railways herein-before referred to already constructed by the Company with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the roads next herein-after mentioned (that is to say):

No. of Railway.	No. on deposited Plan.	Parish.	Description of Road.
9	29	New Monkland - -	Public
10	15	New Monkland - -	Turnpike
12	9	New Monkland - -	Public
13	20	New Monkland - -	Turnpike

Inclination of roads.

9. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say):

No. of Railway.	No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
1	29	Clackmannan -	Public - -	1 in 20.
1	46	Clackmannan -	Public - -	1 in 20.
1	79	Clackmannan -	Public - -	1 in 20.
1	21	Tulliallan -	Public - -	1 in 20.

Width of certain roads over Railway No. 1.

10. The Company may make the roadway over the bridges by which the following roads will be carried over Railway No. 1 of such width between the fences thereof as the Company think fit not being less than the respective widths herein-after mentioned in connexion therewith respectively (that is to say):

No. of Railway.	No. on deposited Plan.	Parish.	Description of Road.	Width of Roadway.
1	29	Clackmannan -	Public - -	20 feet.
1	46	Clackmannan -	Public - -	20 feet.
1	79	Clackmannan -	Public - -	25 feet.
1	82	Clackmannan -	Public - -	35 feet.
1	21	Tulliallan -	Public - -	25 feet.

Height and span of bridges.

11. The Company may make the arches of the bridges for carrying the railway over the tramways and roads next herein-after mentioned of any height and span not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say):

No. of Railway.	No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
1	8	Clackmannan	Tramway	12 feet -	12 feet.
1	16	Clackmannan	Tramway	12 feet -	12 feet.
5	13	Abercorn -	Public -	15 feet -	25 feet.
6	8	New Monkland	Public -	15 feet -	25 feet.

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Power to deviate in construction of pier.

12. In making the pier the Company may with the consent in writing of the Board of Trade deviate laterally to any extent not exceeding the limits of deviation delineated on the deposited plans and vertically to any extent not exceeding five feet.

Company to exhibit lights on pier.

13. The Company shall at the outer extremity of the pier exhibit and keep burning from sunset to sunrise such light or lights (if any) as the Commissioners of Northern Lighthouses may from time to time direct If the Company fail to comply in any respect with the provisions of the present section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Limits of powers of pier-master.

14. The limits within which the powers of the pier-master may be exercised shall be the pier and a distance of one hundred and fifty feet measured in all directions seaward from the pier.

Meters and weighers.

15. The Company shall have the appointment of meters and weighers in respect of the pier.

Power to acquire piers jetty and works at Kincardine.

16. The Company may subject to the provisions of this Act purchase and acquire the piers jetty and works at Kincardine authorised and constructed under the powers of the Acts 50 Geo. III. cap. 29 and 10 Geo. IV. cap. 50 by the late Lord Keith and his trustees (herein-after called "the owner") and may hold use exercise and enjoy the same upon payment of such price or other consideration and upon such terms and conditions as may have been or may be agreed on between the Company and the owner and the Company may abolish and discontinue the ferry across the Firth of Forth from the town of Kincardine in the county of Perth to Higgins Neuk in the county of Stirling.

Additional lands.

17. Subject to the provisions of this Act the Company may for the purpose of providing increased accommodation at the proposed Bridgeton Cross terminus of the Company enter upon take and use the lands in the parish of Calton and the city of Glasgow in the county of Lanark delineated on the deposited plans and described in the deposited books of reference.

Company may stop up certain streets.

18. In connexion with and for the purpose of providing increased accommodation as aforesaid the Company may when and so soon as they have become the owners in possession of the houses and lands on both sides thereof stop up and cause to be discontinued as public thoroughfares the following streets or parts thereof respectively shown upon the deposited plans as intended to be stopped up (that is to say):—Orr Street part of Broad Street and part of Sister Street situate in the parish of Calton and the city of Glasgow in the county of Lanark But except as aforesaid the Company shall not

under the powers of this Act stop up any public street road or place within the city of Glasgow which is not shown upon the deposited plans as intended to be stopped up. A.D. 1889.

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

19. 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 houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section ninety of the Lands Clauses Consolidation (Scotland) Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories 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 judgment of the sheriff or the jury arbiters oversman 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 portions thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

Extending time for sale of superfluous lands.

20. The Company may notwithstanding anything to the contrary contained in the Lands Clauses Consolidation Act 1845 or in the Lands Clauses Consolidation (Scotland) Act 1845 or in any Act relating to the Company with which those Acts or either of them are or is incorporated retain and hold any lands belonging to them in the parishes mentioned in the Second Schedule to this Act which have not yet been applied or are not required for the purposes of the Company but are situate near or adjoining any railway or station of the Company or may in the opinion of the Company be required by them for the purposes of stations sidings or other conveniences for the period of five years from the passing of this Act but at any time during such period of five years the Company may and at the expiration of such period the Company shall sell and dispose of as superfluous lands all such parts of those lands as shall not then have been applied to or are not then required for the purposes of their undertaking.

Railways to form part of

21. Subject to the provisions of this Act the railways by this Act authorised to be made and the railways by this Act authorised to be

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Company's undertaking.

maintained shall for the purposes of tolls and charges and in all other respects form part of the railway of the Company.

Rates and duties on pier.

22. It shall be lawful for the Company to demand for the use of the pier by this Act authorised to be made any rates and duties not exceeding the following :

For all ships barges boats steam vessels and steam boats lighters and other vessels which shall or may come alongside the pier for the purpose of loading or discharging cargoes of any description or for landing or receiving passengers any sum not exceeding threepence per ton burthen of such ships or vessels according to the registered measurement of the same :

And for all lime to be used as manure dung compost or other manure and all materials for making and repairing public highways which may be shipped or unshipped at the pier any sum not exceeding threepence per ton :

For all lime and limestone to be used otherwise than as manure coal cannel or gas coal coke culm charcoal cinders stone sand brick slates earth iron lead or other metals or minerals unmanufactured which may be shipped or unshipped as aforesaid any sum not exceeding twopence per ton :

For all sugar corn grain flour dyewoods timbers staves deals lead bar iron and other metals which may be shipped or unshipped as aforesaid any sum not exceeding fourpence per ton :

For all cotton and other wools hides drugs manufactured goods and for all other wares and merchandise articles matters or things which may be shipped or unshipped as aforesaid any sum not exceeding fourpence per ton :

And for every day such goods articles or things may remain upon the pier any sum not exceeding sixpence per ton additional :

For every person twopence :

For every carriage of whatever description not weighing more than one ton one shilling :

For every carriage of whatever description weighing more than one ton one shilling and sixpence :

For every horse sixpence :

For every bull cow ox mule or ass threepence :

For every calf sheep lamb swine or other small animal one penny.

Cranage and weighing rate.

23. It shall be lawful for the Company to demand and recover in respect of the use of cranes or other machinery or appliances for shipping landing or otherwise moving any article matter or thing on the said pier and in respect of weighing any article matter or thing landed thereon or shipped therefrom any rates not exceeding for each hoist sixpence per ton.

Regulation as to the rates and duties.

24. The following provision and regulation shall be applicable to the fixing of such rates and duties (that is to say):

For a fraction of a ton the Company may demand rates 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.

Lands for extraordinary purposes.

25. 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 ten acres but nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land taken under the powers of this section.

Period for completion of works.

26. If the railways by this Act authorised to be made are 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 railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Penalty imposed unless the line is opened within the time limited

27. If the Company fail within the period limited by this Act to complete the railways which they are by this Act authorised to make the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railways are completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the Solicitor to Her Majesty's Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of the Queen's Remembrancer of the Court of Exchequer in Scotland in the bank specified in such warrant or order and shall not be paid thereout except as herein-after provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railways for the purposes of such traffic as aforesaid by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

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Application of penalty.

28. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "Edinburgh Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or of any portion thereof or who 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 has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit And if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and 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.

Period for compulsory purchase of lands.

29. 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.

Restriction on displacing persons of labouring class.

30.—(1) The Company shall not under the powers of this Act purchase or acquire in any district within the meaning of the Public Health (Scotland) Act 1867 ten or more houses occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

(A) They shall have obtained the approval of the Secretary for Scotland to a scheme for providing new dwellings for the persons residing in such houses or for such number or proportion of those persons as the Secretary for Scotland shall after inquiry deem necessary having regard to the number of persons residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of

employment of such persons and to all the other circumstances of the case; and

(B) They shall have given security to the satisfaction of the Secretary for Scotland for the carrying out of the scheme:

(2) The approval of the Secretary for Scotland to any scheme under this section may be given either absolutely or conditionally and after the Secretary for Scotland has approved of any such scheme he may from time to time approve either absolutely or conditionally of any modifications in the scheme:

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Secretary for Scotland may dispense with the last-mentioned requirement subject to such conditions (if any) as he may see fit:

(4) Any provisions of any scheme under this section or any conditions subject to which the Secretary for Scotland may have approved of any such scheme or of any modifications of any such scheme or subject to which he may have dispensed with the above-mentioned requirement shall be enforceable by an order of the Court of Session to be obtained by the Secretary for Scotland:

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Secretary for Scotland by action in the Court of Session and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the court may if it think fit reduce such penalty:

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase section ninety of the Public Health (Scotland) Act 1867 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of that Act and the scheme were one of the purposes of that Act:

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(7) The Company may on any lands belonging to them or purchased or acquired under this section or under any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated solely for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings by the Company shall contain proper covenants for securing that the buildings on such lands shall during such period be used exclusively for the purpose of such dwellings:

Provided also that the Secretary for Scotland may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as he may see fit:

(8) The Secretary for Scotland may direct any inquiries to be held which he may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and he and any person appointed by him to hold inquiry shall have and may exercise for any purpose in connexion with any scheme under this section all or any of the powers vested in them respectively under the Public Health (Scotland) Act 1867 in the same manner in every respect as if the preparation and carrying into effect of such scheme were one of the general purposes of that Act:

(9) The Company shall pay to the Secretary for Scotland a sum to be fixed by him in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the person appointed to hold any such inquiry and a sum to be fixed by the Secretary for Scotland not exceeding three guineas a day for the services of the person so appointed:

(10) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic

servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them. A.D. 1889.

Power to take easements &c. by agreement.

31. 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 such 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 rentcharges 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.

Confirming agreement between Company and William Forbes of Callendar.

32. The deed of agreement between the Company of the one part and William Forbes of Callendar of the other part as set forth in the Fourth Schedule to this Act is hereby confirmed and made binding on the parties thereto And within three months from the passing of this Act the Company shall produce to the Commissioners of Inland Revenue a duly stamped deed of conveyance of the subject comprised in such agreement In default of production as aforesaid the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of vesting to the date of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Confirming agreement betweenLady William Godolphin Osborne Elphinstone and the Company.

33. The deed of agreement between the Company of the one part and Lady William Godolphin Osborne Elphinstone of the other part as set forth in the Third Schedule to this Act is hereby confirmed and made binding on the parties thereto :

Provided that within three months from the date of vesting of the rights of the said Lady William Godolphin Osborne Elphinstone in the Company as contemplated in the second paragraph of the said Third Schedule the Company shall produce to the Commissioners of Inland Revenue a duly stamped deed of conveyance and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of such vesting to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Confirming agreement with RandolphGordon Erskine Wemyss.

34. The agreement annexed between Randolph Gordon Erskine Wemyss (herein-after called " the owner ") of the one part and the Company of the other part as set forth in the Fifth Schedule to this Act is hereby sanctioned and confirmed and the Company may

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purchase acquire work and use as part of their undertaking the following railways harbours dock and other works for all the estate and interest of the owner therein (that is to say):

1. The Wemyss and Buckhaven Railway described in and authorised by the Wemyss and Buckhaven Railway Certificate 1879 and the lines sidings and works in extension thereof or in connexion therewith:
2. The Muiredge Branch Railway and lines sidings and works in connexion therewith:
3. The undertaking of the port and harbour of Methil and the wet dock and lines of railway and other works in connexion therewith constructed under the Methil Harbour Order 1883:
4. The undertaking of the port and harbour of Leven and the short line of railway from the said port and harbour to the Leven and East of Fife Railway and the other works authorised by the Leven Harbour Act 1876 and the Leven Harbour Order 1881 and which harbour railway and works were sold transferred to and vested in the owner by or in pursuance of the Leven Harbour Order 1883:

And all the rights powers jurisdictions authorities and privileges of the owner including the right to levy and recover rates fares dues duties and charges in respect of the undertakings so agreed to be sold transferred to and vested in the Company as aforesaid shall be exerciseable by the Company and all the duties and obligations in reference to the said undertakings shall be performed and observed by the Company.

Transfer to be by deed.

35. The sale and transfer to the Company of the said undertakings shall be effected by a proper deed of conveyance in which the purchase or consideration money shall be fully and truly stated and set forth and such deed shall be duly stamped with the proper ad valorem stamp duty on such consideration.

Vesting of undertaking in purchaser.

36. From and after the payment of the purchase or consideration money for such sale and transfer and the execution and delivery of the said deed of conveyance the said undertakings shall subject to the provisions of the scheduled agreement be transferred to and vested in the Company for all the estate and interest of the owner therein.

Production by purchaser of conveyance to Commissioners of Inland Revenue.

37. The Company shall within three months from the date of the transfer and vesting in them of the said undertakings produce the said deed of conveyance duly stamped as aforesaid to the Commissioners of Inland Revenue and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of such transfer and

vesting to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Saving rights of Postmaster General.

38. Nothing in this Act or in the agreements scheduled hereto shall affect the rights of the Postmaster General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertakings agreed to be transferred to and vested in the Company as aforesaid or any parts thereof and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertakings for the purposes in the Telegraph Act 1878 specified and the Postmaster General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the said undertakings or any parts thereof are owned leased or worked by the Company or amalgamated with the undertaking thereof.

For the protection of the county road trustees of the county of the Middle Ward of Lanark.

39. For the protection of the county road trustees of the county of the Middle Ward of Lanark (in this section referred to as "the road trustees") the following provisions shall unless otherwise agreed between the road trustees and the Company apply and have effect:

(1) Before Railway No. 6 by this Act authorised is completed and opened for public traffic the Company shall construct in lieu of the existing level crossing by which Railway No. 8 crosses Telegraph Road a bridge of stone with iron girders to carry the road over that railway of the same width as the existing road:

(2) The Company shall erect and maintain a substantial fence from the bridge to be constructed under the provisions of the preceding subsection southwards between Telegraph Road and Railway No. 9 so far as the said road and railway run contiguous to each other and such fence shall be at a distance of not less than twelve feet six inches from the centre of the road:

(3) The bridge by which Railway No. 8 is at present carried over Meadowfield Road shall if and when the road trustees shall so require be reconstructed by the Company of stone with iron girders of the same width as Meadowfield Road:

(4) The Company shall if and when required by the road trustees construct in lieu of the existing level crossing by which Railway No. 8 at present crosses Longriggend Road a bridge of stone with iron girders over that railway of the same width as the existing road:

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(5) The Company shall if and when required by the road trustees reconstruct the bridge by which Longriggend Road is at present carried over Railway No. 10 of stone with iron girders and of the same width as Longriggend Road :

(6) The works which the Company are by this section required to construct shall except in so far as otherwise herein expressly provided be carried out in all respects to the satisfaction of the county road surveyor and in conformity unless herein otherwise provided with the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 :

(7) In the event of any difference or dispute arising between the road trustees and the Company with respect to any of the provisions of this section the same shall be settled by arbitration in terms of the provisions of the Railway Companies Arbitration Act 1859 and for the purposes of this section the expression "railway companies" in that Act shall extend to and include the road trustees.

For protection of Forsyth Miller and Company.

40. For the protection of Forsyth Miller and Company and their successors (in this section called "the owners") the following provisions shall apply :

(A) The Company shall not under the powers of this Act enter upon take or use the lands belonging or reputed to belong to the owners numbered on the deposited plans 24 25 and 26 in the parish of Calton city of Glasgow and county of Lanark :

(B) The Company shall not under the powers of this Act except so far as may be temporarily necessary during the construction of the street herein-after mentioned shut up that portion of the lane or passage known as "the Rookery" and numbered 82 on the deposited plans which extends from the west boundary of the lands numbered as aforesaid to a street intended to be formed in substitution for existing streets and such portion of such lane or passage shall remain and be kept open accordingly.

Extending sections eleven and twelve of Act of 1888 for protection of Corporation of Glasgow to this Act.

41. The provisions of sections 11 and 12 of the North British Railway (Bridgeton Cross Extension) Act 1888 for the protection of the Glasgow Corporation gas and water undertakings and the Corporation of Glasgow as a municipal corporation respectively shall so far as applicable have effect and be binding on the Company with reference to the provisions of this Act and the operations of the Company thereunder as if the said sections had expressly been re-enacted in this Act.

Confirming agreement with the Corporation of Glasgow.

42. The agreement made between the Company of the one part and the Lord Provost magistrates and council of the city of Glasgow of the other part as set forth in the Sixth Schedule to this Act is hereby confirmed and made binding on the parties thereto.

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Power to apply existing authorised capital.

43. The Company may raise and apply to the purposes of this Act to which capital is properly applicable any money which they are authorised to raise by any other Act and which may not be required for purposes to which by that Act it is authorised to be applied.

Power for Company to raise capital by shares or stock.

44. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise by the creation and issue at their option of new ordinary shares or stock or new preference shares or stock convertible into ordinary stock or wholly or partially by one or more of those modes respectively any additional capital not exceeding in the whole seven hundred thousand pounds but the Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Except as otherwise provided new shares or stock to be subject to same incidents as present shares or stock.

45. Except as by this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital:

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

Dividends on new shares or stock.

46. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of such stock as the case may be.

Restriction as to votes in respect of preferential shares or stock.

47. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned.

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

48. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock the Company may if they think fit raise by the creation and issue of new shares or stock of one and

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the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Calls.

49. Twenty per centum on the amount of any share shall be the greatest amount of any call which may be made thereon and there shall be an interval of not less than three months between any two successive calls and the Company shall not call up more than three fourths of a share in any year.

Power to borrow.

50. The Company may in respect of the additional capital of seven hundred thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole two hundred and twenty-five thousand pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the sheriff who is to certify under the forty-second section of the Companies Clauses Consolidation (Scotland) Act 1845 before he so certifies that shares for the whole of such capital have been issued and accepted and that one half of such capital has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such sheriff as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or corporations or 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 certificate shall be sufficient evidence thereof.

Provisions of Act of 1888 as to appointment of a receiver or judicial factor repealed.

51. The provisions of the North British Railway Act 1888 authorising the appointment of a receiver or judicial factor for principal or interest moneys due upon any mortgages of the Company are hereby repealed but subject and without prejudice to any appointment of a receiver or judicial factor or proceedings taken under or by virtue of such provisions and in force or pending at the time of the passing of this Act.

For appointment of a receiver or judicial factor.

52. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver or judicial factor In order to authorise the appointment of a receiver or judicial factor in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver or judicial factor is made shall not be less than ten thousand pounds in the whole.

Existing mortgages to have priority.

53. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and as regards the undertaking comprised in and assigned by such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over all mortgages to be granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Debenture stock.

54. 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 at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages and debenture stock at any time after the passing of this Act granted or created and issued by the Company and shall have priority over all principal moneys secured by such mortgages.

Company may apply capital to purposes of section thirty-five of Act of 1885.

55. The Company may subject to the provisions contained in section thirty-five of the North British Railway Act 1885 apply any portion of the capital which they are by this Act authorised to raise by shares or stock for and towards the purposes of altering enlarging remodelling and improving their hotel general offices and other property situate between Princes Street and Waverley Station in the city of Edinburgh and for other the purposes in the said section mentioned being in all cases purposes to which capital is properly applicable and may also apply to such purposes any money which they are already authorised to raise by any other Act and which may not be required for purposes to which by that Act it is made specially applicable.

Application of money raised under Act.

56. Except as by the preceding section provided all moneys raised under this Act whether by shares or stock or debenture stock or by borrowing shall be applied only for the purposes of this Act to which capital is properly applicable.

Saving rights of feuars.

57. Nothing in this Act contained shall prejudice or affect the rights (if any) of the feuars in Princes Street or in any other part of the new town of Edinburgh.

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As to qualification of directors.

58. Whereas by section thirty-five of the North British Railway Act 1869 (in this section called "the Act of 1869") the thirtieth section of the North British Railway Act 1858 with respect to the qualification of directors was repealed and it was enacted that the qualification of a director of the Company should be the possession in his own right of capital of the Company in shares or stock or partly in shares and partly in stock (provided that such shares or stock be not debenture shares or debenture stock) amounting in the whole to not less than three thousand pounds And whereas by the North British Railway Act 1888 sections forty-seven to fifty-three (both numbers inclusive) North British Ordinary Stock and Edinburgh and Glasgow Ordinary Stock were authorised to be consolidated divided and converted and such consolidation division and conversion has been effected each holder of one hundred pounds of North British Ordinary Stock having received in exchange one hundred pounds of North British Ordinary Preference Stock and one hundred pounds of North British Ordinary Stock And whereas it is desirable to define the qualification of directors Be it therefore enacted that from and after the passing of this Act the amount of capital in shares or stock necessary for the qualification of a director shall as regards ordinary stock be the possession in his own right of not less than five thousand pounds of North British Ordinary Stock.

Interest not to be paid on calls paid up.

59. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation (Scotland) Act 1845.

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

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

Any land reclaimed by the works not to be taken without the consent of the

61. If in the course or by means of the execution of any of the works by this Act authorised any part of the shores or bed of the Firth of Forth or of the sea beyond the mouth thereof belonging to Her Majesty shall be inned gained or reclaimed from the water the said Company shall not have or exercise any right upon the

same or in respect thereof and shall not enter upon take use or interfere with the land so inned gained or reclaimed for any purpose whatsoever without the consent in writing of the Board of Trade on behalf of Her Majesty but such inning gaining or reclamation shall enure absolutely for the benefit of the Queen's Majesty Her heirs and successors. A.D. 1889. Board of Trade.

62. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors. Saving rights of the Crown in the foreshore.

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

64. 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. Costs of Act

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SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

DESCRIBING PROPERTIES of which PORTIONS only are required by the COMPANY.

Parish.	Number on deposited Plans.
Clackmannan - - -	15, 16, 16, 20, 21, 22, 99.
Tulliallan - - - -	32, 33, 48, 48, 57.
Dunfermline - - - -	6.
New Monkland - - -	2, 4, 6, 22, 23, 24, 25, 26, 27.

THE SECOND SCHEDULE.

LIST of the PARISHES in which LANDS belonging to but not yet applied to the PURPOSES of the COMPANY are situated.

County.	Parish.
Forfar	Monifieth
Do.	Dundee
Do.	Liff Logie
Do.	Benvie and Invergowrie (united)
Perth	Culross
Do.	Forteviot
Do.	Logie
Do.	Tulliallan
Do.	Dumbarny
Do.	Abernethy
Fife	Ferry Port-on-Craig
Do.	Forgan
Do.	Balmerino
Do.	Kilmany

County.	Parish.
Fife—*continued.*	Logie
Do.	St. Andrews
Do.	Leuchars
Do.	Dairsie
Do.	Cupar
Do.	Dysart
Do.	Abbotshall
Do.	Kirkcaldy
Do.	Kinghorn
Do.	Burntisland
Do.	Cults
Do.	Kettle
Do.	Falkland
Do.	Newburgh
Do.	St. Monance
Do.	Pittenweem
Do.	Scoonie
Do.	Largo
Do.	Newburn
Do.	Elie
Do.	Kilconquhar
Do.	Wemyss
Do.	Abdie
Do.	Kinglassie
Do.	Leslie
Do.	Auchterderran
Do.	Auchtertool
Do.	Dunfermline
Do.	Aberdour
Do.	Inverkeithing
Do.	Carnock
Do.	Saline
Do.	Markinch
Do.	Collessie
Do.	Auchtermuchty
Do.	Strathmiglo
Do.	Beath
Do.	Ballingry
Kinross	Orwell
Do.	Kinross
Do.	Cleish
Clackmannan	Logie
Do.	Alva
Do.	Alloa
Do.	Clackmannan

County.	Parish.
Clackmannan—*continued.*	Tillicoultry
Stirling	Stirling
Do.	St. Ninians
Do.	Campsie
Do.	East Kilpatrick
Do.	Falkirk
Do.	Polmont
Do.	Muiravonside
Linlithgow	Bo'ness
Do.	Linlithgow
Do.	Torphichen
Do.	Whitburn
Do.	Bathgate
Do.	Kirkliston
Do.	Dalmeny
Ediuburgh	Ratho
Do.	Corstorphine
Do.	St. Cuthbert's or West Kirk
Do.	City of Edinburgh
Do.	Canongate
Do.	North Leith
Do.	South Leith
Do.	Duddingston
Do.	Inveresk
Do.	Dalkeith
Do.	Cockpen
Do.	Temple
Do.	Glencorse
Do.	Ormiston
Do.	Penicuik
Do.	Liberton
Do.	Newton
Do.	Lasswade
Do.	Heriot
Do.	Stow
Haddington	Tranent
Do.	Dirleton
Do.	Prestonkirk
Do.	Haddington
Do.	Gladsmuir
Do.	Atholstaneford
Do.	Aberlady
Do.	Dunbar
Do.	Oldhamstocks
Berwick	Langton

County.	Parish.
Berwick—*continued.*	Polwarth
Do.	Fogo
Do.	Greenlaw
Do.	Gordon
Do.	Earlston
Do.	Coldingham
Do.	Ayton
Do.	Dunse or Duns
Do.	Oldhamstocks
Do.	Cockburnspath
Do.	Chirnside
Do.	Edrom
Peebles	Newlands
Do.	Linton
Do.	Eddleston
Do.	Peebles
Selkirk	Galashiels
Do.	Selkirk
Roxburgh	Melrose
Do.	Ancrum
Do.	Jedburgh
Do.	Maxton
Do.	Roxburgh
Do.	Sprouston
Do.	Wilton
Do.	Hawick
Do.	Cavers
Do.	Kirkton
Do.	Hobkirk
Do.	Castleton
Dumfries	Canobie
Do.	Langholm
Cumberland	Kirkandrews
Do.	Athuret
Do.	Kirklinton
Do.	Rockliffe
Do.	Stanwix
Do.	St. Mary, Carlisle
Do.	St. Cuthbert, Carlisle
Do.	Bowness
Do.	Kirkbride
Do.	Holm Cultram
Northumberland	Bellingham
Do.	Chollerton
Do.	Falstane

County.	Parish.
Northumberland—*continued.*	Greystead
Do.	Simondburn
Do.	St. John
Do.	Lee
Do.	Hexham
Do.	Morpeth
Do.	Mitford
Do.	Meldon
Do.	Rothbury
Do.	Hartburn
Do.	Kirkwhelpington
Do.	Carsenside
Do.	River Green (extra parish)
Lanark	City of Glasgow
Do.	Barony of Glasgow
Do.	Springburn
Do.	Cadder
Do.	Maryhill
Do.	Govan
Do.	Shettlestone
Do.	Old Monkland
Do.	New Monkland
Do.	Cambusnethan
Renfrew	Renfrew
Dumbarton	Kirkintilloch
Do.	Old Kilpatrick
Do.	New Kilpatrick
Do.	East Kilpatrick
Do.	Cumbernauld
Do.	Cardross
Do.	Bonhill
Do.	Row
Berwick-upon-Tweed	Berwick-upon-Tweed.

THIRD SCHEDULE.

MINUTE OF AGREEMENT between the Honourable Georgina Augusta Henrietta Godolphin Osborne Elphinstone of Banheath and Stonehaven Marischall (commonly called Lady William Godolphin Osborne Elphinstone) heiress of entail in possession of the entailed estate of Tulliallan and others in the county of Perth comprehending the subjects herein-after described or referred to widow of the Honourable William Godolphin Osborne Elphinstone (commonly called Lord William Godolphin Osborne Elphinstone) of Banheath and Stonehaven Marischall of the first part and the North British Railway Company incorporated by Act of Parliament (herein-after called "the Railway Company") of the second part.

WHEREAS the said Lady William Godolphin Osborne Elphinstone is proprietor of the harbour at Kincardine in the county of Perth and piers and works connected therewith and has right to levy rates and dues on vessels coming within the limits of the said harbour and upon the goods wares merchandise or other things landed or shipped on or from the said harbour all in terms of the local Act of Parliament 50 George III. chapter fifty-nine intituled "An Act for constructing a Pier or Harbour at or near the town of Kincardine in the county of Perth" And whereas the said Lady William Godolphin Osborne Elphinstone is also proprietor of the ferry of Higginsneuk between the town of Kincardine on the north side and the lands of Higginsneuk on the south side of the Forth under her title deeds of the estate of Tulliallan in the county of Perth and under a local Act of Parliament 10 George IV. chapter fifty intituled "An Act to regulate repair and "maintain the Ferry of Kincardine across the Firth of Forth and the "accesses connected therewith" and has power to levy the dues set forth in said Act And whereas the said Lady William Godolphin Osborne Elphinstone and her predecessors in the said estate of Tulliallan have expended considerable sums of money in the construction of piers and other works in connexion with the said harbour and ferry and for the efficient working thereof And whereas the said Railway Company intend to promote in the present session of Parliament a Bill intituled "A Bill to authorise the con-"struction by the North British Railway Company of certain Railways and "Works; the maintenance of other Railways; the purchase of additional "Lands; and for other purposes" and when passed into an Act proposed to be cited as the North British Railway Act 1889 And whereas the said Bill if passed into an Act will affect the rights and interests of the said Lady William Godolphin Osborne Elphinstone in the said harbour and ferry And whereas the piers and works at present constructed in connexion with the said harbour and ferry can and may so far as suitable be utilised in connexion with the works to be constructed under the powers in the said Bill And whereas with the view of obviating the objections of the said Lady William

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Godolphin Osborne Elphinstone to the passing of the said Bill into an Act the parties have entered into the agreement herein-after written Therefore they have agreed and do hereby declare their agreement as follows:—

First. The Railway Company undertake and bind themselves to insert in their said Bill a clause or clauses authorising the said Lady William Godolphin Osborne Elphinstone to abandon the said ferry and declaring her relieved of all obligations incumbent upon her either under her titles or under the foresaid Act of Parliament 10 George IV. chapter fifty or otherwise to maintain or work the same And failing the passing of such a clause in the Act of Parliament to follow on the said Bill then they undertake and bind themselves to fulfil all the obligations incumbent upon the said Lady William Godolphin Osborne Elphinstone and her successors in the said estate in connexion with the said ferry and maintenance and working of the same or otherwise in any manner of way and thus to free and relieve her and them of all such obligations and of all penalties or damages that may be incurred by her or them in connexion with said ferry in any manner of way.

Second. The Railway Company undertake and bind themselves to insert in their said Bill a clause or clauses authorising them to purchase and take by agreement the right and interest of the said Lady William Godolphin Osborne Elphinstone or her foresaids in the said harbour at Kincardine and in the piers and works in connexion with the said harbour and with the said ferry and to do everything in their power to obtain such authority and upon the same being obtained the Railway Company undertake and bind themselves forthwith and at latest within three years from the date of the passing of the Act following on the said Bill to enter into an agreement for the acquisition of the rights and interests of the said Lady William Godolphin Osborne Elphinstone and her foresaids in the said harbour and in the piers and works in connexion with the said harbour and ferry and to pay the compensation which may be found due to the said Lady William Godolphin Osborne Elphinstone or her foresaids as the value of the proprietor's right and interest in the said harbour and in the piers and works in connexion with the said harbour and ferry with interest on the amount of such compensation at the rate of five pounds per centum per annum from the date of the said notice till payment And the Railway Company shall not be entitled to take possession of the said piers and works or ferry or to break ground belonging to Lady William Godolphin Osborne Elphinstone before making payment or consignation of such compensation unless by authority of the Board of Trade to be obtained under and in terms of and subject to the conditions of the Lands Clauses Consolidation (Scotland) Act 1845.

Third. The amount of the compensation as aforesaid shall failing agreement be fixed and determined by arbitration in the same way as if the said rights and interests in the said harbour and in the said piers and works had been taken compulsorily under and in terms of the Lands Clauses Consolidation (Scotland) Act 1845.

Fourth. The said Lady William Godolphin Osborne Elphinstone and her foresaids and their servants tenants and others shall be entitled notwithstanding anything contained in the Act following on the said Bill to use the said piers and other works for the loading and unloading of any goods merchandise or materials to be used on the said estate of Tulliallan and no rates or dues

shall be payable upon the said goods merchandise or materials or upon the ships or boats bringing in the same The arbiter in estimating the compensation payable to the said Lady William Godolphin Osborne Elphinstone shall not take into account the privilege hereby conferred but at the same time he shall not give any compensation for the right the said Lady William Godolphin Osborne Elphinstone had prior to the acquisition of the said harbour by the Railway Company to land goods free by the said harbour for her own use.

Fifth. The Railway Company undertake and bind themselves at their own expense to construct a siding for the use of the said Lady William Godolphin Osborne Elphinstone and her foresaids and the tenants and others on said estate of Tulliallan from their line of railway to be constructed under the powers of the Act to be obtained as aforesaid in a line agreed upon between the parties hereto The said Railway Company shall construct the said siding with all proper rails sleepers chairs bolts and other things necessary and shall form a proper junction with their said line of railway and the said siding shall be the property when completed of the said Lady William Godolphin Osborne Elphinstone and her foresaids but shall be maintained in good order and repair in all time coming by the Railway Company The said Lady William Godolphin Osborne Elphinstone and her foresaids shall be entitled to use the siding in any way they think most advantageous and the Railway Company shall further be bound in the ordinary and regular working of the railway to put into and lift from the said siding any waggons with goods or material coming to the said Lady William Godolphin Osborne Elphinstone or her foresaids or to any of her tenants or others on the said estate when called upon without any charge beyond the usual railway rates for like traffic but no charge shall be made for the use or working of the said siding against the said Lady William Godolphin Osborne Elphinstone or her foresaids or any of her tenants or others on the said estate or in such a way as to infer a charge directly or indirectly against her or them or any of them The said Lady William Godolphin Osborne Elphinstone and her foresaids shall not be entitled to compensation from the Railway Company for the price or value of the land necessary for the construction of the said siding In the event of any question arising between the said Lady William Godolphin Osborne Elphinstone and her foresaids and the said Railway Company under this article the same is hereby referred to Alexander Asher Esquire Queen's Counsel whom failing to a party to be named by the sheriff of the county of Perth.

Sixth. The Railway Company shall in all time maintain a level crossing at a point to be agreed upon and marked upon the said plan signed as relative hereto and the said Lady William Godolphin Osborne Elphinstone and her foresaids and the tenants and others on the estate shall be entitled to use the road shown on the said plan and cross over the said level crossing and the other works of the Railway Company at any time.

Seventh. The Railway Company undertake and bind themselves to pay compensation for the land taken by them from the said estate of Tulliallan including severance and other damage except as aforesaid as the amount of such compensation shall be ascertained failing agreement under the terms of the Lands Clauses Consolidation (Scotland) Act 1845.

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Eighth. The Railway Company further undertake and bind themselves to execute at their own expense the accommodation works set forth in the schedule annexed and signed as relative hereto.

Ninth. This agreement is entered into and made subject to such alterations as Parliament may think fit to make thereon and the Railway Company undertake to schedule this agreement to the Bill and to insert a clause in the Bill confirming the same subject as aforesaid.

Lastly. The parties hereto undertake and bind themselves to fulfil their respective parts of the premises to each other under the penalty of one thousand pounds to be paid by the party failing to the party performing or willing to perform over and above performance And they consent to registration hereof for preservation and execution In witness whereof these presents written upon this and the four preceding pages by James Black Stiven clerk to Messrs. Dundas and Wilson clerks to the Signet Edinburgh are together with the schedule and plan annexed (under the declaration that the word "Company" is interlined so as to read after the word "Railway" and before the word "undertake" in the fortieth line of page second) subscribed along with a duplicate hereof by Robert Young number four West Nile Street Glasgow and John Jordan merchant Leith two of the directors and by George Bradley Wieland secretary of the said North British Railway Company and sealed with the corporate seal of said Company all at Edinburgh upon the fourteenth day of March in the year eighteen hundred and eighty-nine before these witnesses John Martin and Robert Paton both clerks in the head office Edinburgh of the said North British Railway Company and are also subscribed by the said the Honourable Georgina Augusta Henrietta Godolphin Osborne Elphinstone at Tullyallan Castle upon the sixteenth day of said month and year last mentioned before these witnesses Charles Brown factor Tullyallan and Richard Young butler Tullyallan Castle aforesaid.

CHARLES BROWN Witness
RICHARD YOUNG Witness
JNO. MARTIN Witness
ROBT. PATON Witness

L.S.

GEO. A. H. GODOLPHIN OSBORNE ELPHINSTONE
ROBERT YOUNG Director
JOHN JORDAN Director
G. B. WIELAND Secy. N. B. Ry. Coy.

THE FOURTH SCHEDULE.

THIS DEED OF AGREEMENT between William Forbes Esquire of Callendar heir of entail in possession of the estates of Callendar and others in the county of Stirling of the first part and the North British Railway Company incorporated by the North British Edinburgh Perth and Dundee and West of Fife Railways Amalgamation Act 1862 of the second part.

WHEREAS the first party as heir of entail foresaid and his predecessors have from time to time given off on long lease and feu certain portions of his lands in the neighbourhood of Camelon upon which works of various kinds have been erected and in order to give facilities for the traffic to and from the said

works and other works which may be erected on the said lands has agreed with the second party as follows (viz.):—

First. The second party agree to purchase from the first party as heir of entail foresaid and the first party agrees to sell to the second party (first) three acres of ground or thereby more or less as the same may be required by them for the construction of a branch railway commencing by a junction with the Edinburgh and Glasgow main line about one thousand one hundred yards westward of the Lime Road Station and terminating at the westmost point of the ground agreed to be feued by the first party to Messrs. James Ross and Company all as the said ground is delineated coloured red and marked A and B on a plan or tracing signed by the parties as relative hereto and (second) the whole unfeued land belonging to the first party extending to thirty-four acres more or less which is bounded by the Bonnyhill public road on the south the ground alongside the Forth and Clyde Canal recently feued by the first party to the Caledonian Railway Company on the north by the stripe of ground recently feued by the first party to the Caledonian Railway Company on the east and by the property of Messrs. James Ross and Company and the private road belonging to the first party called Lime Road on the west with the privilege in so far as the first party can communicate the same of crossing on the level the said Lime Road all as the said unfeued land is delineated and coloured blue on the said plan or tracing signed by the parties as relative hereto reserving the rights of third parties other than the said first party to the small piece of ground number six hundred and thirty-five on the Ordnance map the said first party not being bound to warrant the same which portions of land are parts of the first party's estate of Callendar and that by way of an annual feu duty of twenty pounds per acre to the extent of eight acres and of an annual feu duty of eighteen pounds for the remainder as the same may be ascertained by measurement or such annual sum not less than the said rates as may be fixed by two able practical persons as valuators all as prescribed by the Lands Clauses Consolidation (Scotland) Act 1845 and other subsequent Acts.

Second. The entry of the second party to the said ground shall be as at the term of Whitsunday eighteen hundred and eighty-eight from which term the said feu duty shall be payable at two terms in the year Martinmas and Whitsunday by equal portions beginning the first term's payment at Martinmas eighteen hundred and eighty-eight for the half year preceding the next at Whitsunday thereafter and so on regularly and punctually with interest and penalty in case of failure in usual form.

Third. The second party shall have right to sub-feu any part of the said lands not required by them for their own purposes but that only on the express condition that they remain bound for payment to the first party and his foresaids of the whole feu duty hereby stipulated to be paid notwithstanding any such sub-feu by them.

Fourth. The second party undertake and bind themselves in the first session of Parliament to obtain this agreement ratified and confirmed by an Act of Parliament and so soon as the same has been done the first party shall grant in favour of the second party a feu disposition and conveyance of the said ground in terms and subject to the conditions of the Lands Clauses Consolidation (Scotland) Act 1845 the Railways Clauses Consolidation (Scotland) Act 1845.

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Fifth. The expense of these presents measuring and laying off the ground obtaining the valuation foresaid ratification of this agreement by Parliament feu disposition foresaid and all incidental expenses of every kind connected with the said acquisition and purchase including the fees of the first party's agent as between agent and client shall be paid by the second party to the first party.

Sixth. All questions and differences which may arise between the parties as to the meaning or implement of these presents or the adjustment of the Bill to obtain ratification of this agreement or of the feu disposition and conveyance to follow hereon are hereby referred to Robert Duncanson Mackenzie Esquire of Caldarvan convener of the county of Dumbarton whom failing to James Roberton Esquire LL.D. Professor of Conveyancing in the University of Glasgow whose decision in all such questions and differences shall be final.

Lastly. Both parties bind themselves and their foresaids to implement their respective parts of the premises to each other under the penalty of five hundred pounds to be paid by the party failing to the party observing or willing thereto over and above performance: and they consent to registration hereof for preservation and execution:

In witness whereof these presents written on this and the preceding page by George Johnston clerk to A. J. and A. Graham writers in Glasgow (under the declaration that the word "four" is interlined so as to read between the words "thirty" and "acres" on the twenty-eighth line of the first page) are subscribed along with the plan or tracing annexed hereto in duplicate by John George Alexander Baird M.P. ironmaster Glasgow and Henry Grierson Eight Park Circus Place Glasgow two of the directors and George Bradley Wieland the secretary of the said North British Railway Company all at Westminster on the fourteenth day of June eighteen hundred and eighty-eight before these witnesses Thomas Balfour clerk in the solicitor's office Edinburgh and John Cathles clerk in the head office Edinburgh both of the said North British Railway Company at Edinburgh and sealed with the corporate seal of the said North British Railway Company at Edinburgh on the fifteenth day of the month and year last mentioned before these witnesses John Martin and Robert Paton both clerks in the head office Edinburgh of the said North British Railway Company and are subscribed by the said William Forbes at Callendar House Falkirk on the eighteenth day of the month and year last mentioned before these witnesses David Patterson his butler and Andrew Taylor his valet.

David Patterson Witness.
Andrew Taylor Witness.
Tho. Balfour Witness.
Jno. Cathles Witness.

William Forbes.
J. G. A. Baird Director.
Henry Grierson Director.

L. S.

Jno. Martin Witness.
Robt. Paton Witness.

G. B. Wieland,
Secy N. B. Ry. Co.

THE FIFTH SCHEDULE.

AGREEMENT entered into between Randolph Gordon Erskine Wemyss Esquire of Wemyss and Torry (herein-after called "the first party") of the first part and The North British Railway Company incorporated by Act of Parliament (herein-after called "the second parties") of the second part.

The first party and the second parties hereby contract and agree with each other in manner following (that is to say):—

First. The first party agrees and binds and obliges himself and his heirs executors and representatives whomsoever to sell and convey and make over to the second parties upon the terms and conditions herein-after set forth and the second parties agree and bind and oblige themselves to purchase and take over from the first party and his foresaids upon the said terms and conditions the several subjects and others in this article herein-after specified but with and under the exceptions and reservations after mentioned which subjects and others with and under the said exceptions and reservations are throughout these presents denominated by and included under the general expression "the subjects agreed to be sold" viz.:—

(Primo) (1) The Wemyss and Buckhaven Railway (2) the railway in extension thereof from Buckhaven Station to Methil Passenger Station (3) the railway from Methil to the junction of the railway from the port and harbour of Leven to the Leven and East of Fife Railway and (4) the Muiredge Branch Railway extending from the Wemyss and Buckhaven Railway to a junction with the second parties Muiredge Branch near to the north side of the road from Leven to Dysart where it presently joins the sidings connected with the Muiredge Pits of Messrs. Bowman and Company coalmasters Buckhaven and the whole sidings stations buildings and property connected with the said railways:

(Secundo) Methil Harbour and the wet dock and other works formed by the first party under the Methil Harbour Order 1883 confirmed by the Pier and Harbour Orders Confirmation (No. 1) Act 1883 which are used in connexion with the working of the said harbour and dock and the land occupied by the said harbour wet dock works and lines of railway but excepting the harbour office which the second parties shall occupy free of rent during the pleasure of the first party:

(Tertio) The port and harbour of Leven and the short line of railway from the said port and harbour to the Leven and East of Fife Railway and other subjects and works acquired by the first party from the Leven Harbour Company incorporated by the Leven Harbour Act 1876 including the land lying seaward of the railway between Methil and Leven Docks above high-water mark of ordinary spring tides with right to the second parties to reclaim additional land seaward on same conditions as respects the reclaimed land as is provided for in Article Twelfth hereof:

(Quarto) The first party's right and interest under an agreement between him and Robert Christie Esq. of Durie dated in February 1888 in terms

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of which the said Robert Christie agreed to feu to the first party ground forming part of the said Robert Christie's half of the old bed of the River Leven and other adjacent subjects lying on the north side of the road leading to Leven from Dysart:

(Quinto) The engine houses hydraulic machinery cranes electric lighting apparatus sheds and other appliances upon and used in connexion with the subjects (primo) (secundo) and (tertio) before specified:

(Sexto) The right of levying dues tolls rates and other payments in connexion with the subjects (primo) (secundo) (tertio) and (quinto) before specified.

Second. In so far as any of the subjects agreed to be sold do not adjoin other subjects or property belonging to the first party the boundaries of the subjects agreed to be sold shall be the present boundaries thereof but in so far as any of the subjects agreed to be sold adjoin other property or subjects belonging to the first party the fences separating the subjects agreed to be sold from such other property or subjects shall be included in and form the boundaries of the subjects agreed to be sold and shall be maintained and when necessary renewed by the second parties entirely at their own expense In the case of those portions of the railways which pass along or near to the seashore and are not fenced off from the shore the boundary shall be high-water mark of ordinary spring tides For the purpose of accurately defining the boundaries and limits of the subjects agreed to be sold a plan shall be prepared by the principal engineer of the second parties which shall be submitted to the parties for approval and after the said plan has been approved of the same shall be docquetted and subscribed by the first party and on behalf of the second parties as relative hereto.

Third. The following subjects are hereby specially excepted and reserved from the subjects agreed to be sold viz.:—

(Firstly) The ground near Methil presently let to and occupied by Messrs. Bruce and Company of Glasgow:

(Secondly) The whole coal ironstone shale limestone freestone common clay fireclay ochre and all other minerals metals fossils and other the like substances in or under the subjects specified in the first article hereof under heads (primo) (secundo) and (tertio) and in and under all lands and heritable property now belonging to the first party which are included in the subjects agreed to be sold with full right power and liberty to the first party and his heirs and successors and his and their tenants present and future to work win and carry away the coal ironstone shale limestone freestone common clay fireclay ochre and other minerals metals fossils and substances hereby reserved or which are in or under any lands adjoining the subjects agreed to be sold and to lower the surface of the said subjects and of the lands and heritable property agreed to be sold in the course of the foresaid operations or as a consequence of the same and declaring that the first party and his foresaids and his and their tenants shall not be liable in any way for any damage which they may cause to the subjects agreed to be sold or any part thereof by working winning and carrying away the coal and others before specified and hereby reserved or by lowering the surface of the foresaid subjects lands and heritable property But notwithstanding the

reservations before written the first party agrees to renounce in favour of the second parties his interest in the minerals within an area not exceeding fifteen acres under Methil Dock and the hydraulic machinery dock gate and coal hoists of said dock or works adjacent thereto in so far as it may be necessary to leave the minerals within said area unworked in order to secure the stability of the dock and works foresaid Providing always and declaring that such renunciation or agreement to renounce shall be without prejudice to the rights and interests of the tenants of the said minerals under a lease between the first party with consent as therein mentioned and the Fife Coal Company (Limited) dated the 11th 14th and 18th days of April 1887 and that the second parties shall be bound and obliged to pay and settle and to free and relieve the first party and his foresaids of all claims and demands at the instance of the tenants of said minerals:

(Thirdly) The permanent way including rails and sleepers of all sidings constructed by any of the tenants of the first party or by any other persons with permission of the first party wholly or partly upon the subjects agreed to be sold and specially of the sidings near Methil partly constructed by the Fife Coal Company (Limited) and the siding from Mr. Brown's saw mill near Buckhaven Station connecting with the Muiredge Branch with full right and liberty to the said tenants and other persons to maintain and use such sidings and to remove the rails sleepers and fittings thereof in accordance with their respective arrangements with the first party.

Fourth. The price to be paid by the second parties to the first party and his foresaids for the subjects agreed to be sold shall be the sum of £225,000 sterling and the second parties hereby bind and oblige themselves to pay the said price to the first party or his foresaids and to take possession of the subjects agreed to be sold within two calendar months after the second parties shall have obtained statutory authority to carry out these presents as herein-after provided for and the said price of £225,000 shall bear interest at the rate of four per centum per annum from and after the date at which the second parties shall obtain entry to and possession of the subjects agreed to be sold (which date is herein-after referred to as the date of entry) until payment is made of the said price which interest shall be payable quarterly upon the 1st day of February the 1st day of May the 1st day of August and the 1st day of November in each year commencing payment of the said interest upon the first of the said days happening after the date of entry.

Fifth. The second parties bind and oblige themselves from and after the date of entry and in all time thereafter to use work manage and carry on the subjects agreed to be sold and without prejudice to the special provisions herein-after contained the second parties bind and oblige themselves in all time after the date of entry to maintain the subjects agreed to be sold in good order and repair and to renew the same in so far as from time to time may be necessary whether such renewal or repair may have become necessary in consequence of ordinary tear and wear or natural decay or in consequence of accidents storms or any other extraordinary or exceptional causes or events and also to make all payments in connexion with the subjects agreed to be sold and receive all dues tolls rates and other sums arising therefrom.

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Sixth. Without prejudice to the general provisions of the preceding article the second parties bind and oblige themselves from and after the date of entry:—

(Primo)—To undertake and be responsible for and to free and relieve the first party and his foresaids in all time coming of the whole obligations liabilities and duties undertaken incurred or incumbent upon the first party and his foresaids in any manner of way in connexion with the subjects agreed to be sold and the construction maintenance renewal use working and management thereof applicable to the period subsequent to the 1st day of February 1889:

(Secundo)—To adopt carry out and implement and free and relieve the first party and his foresaids of all contracts agreements and arrangements which are current at the date of entry connected with the subjects agreed to be sold or the construction maintenance renewal use working or management thereof or the conveyance of traffic thereon:

(Tertio)—To take into their service the harbour-masters at Methil Harbour and Leven Harbour and all persons employed by the first party in connexion with the subjects agreed to be sold:

(Quarto)—To pay and in all time coming to free and relieve the first party and his foresaids of and from all rents feu duties public and parochial burdens taxes rates and assessments including ministers stipends payable in respect of the subjects agreed to be sold or payable by the first party as owner or occupier thereof And such of the said rents feu duties burdens and others as are payable in cumulo for the subjects agreed to be sold or part thereof and other property belonging to the first party shall be apportioned by Joseph Budge the factor of the first party or by the factor of the first party for the time But it is hereby declared that the following are the feu duties and rents hitherto paid and are believed by the first party to be the whole feu duties and rents payable in respect of the subjects agreed to be sold viz.:—(1) a proportion of the Crown duties of comparatively small amount payable by the first party for his estates (2) a yearly rent of £4 15*s.* payable to Robert Christie Esq. of Durie for leasehold subjects at Leven Harbour (3) a yearly feu duty of £34 4*s.* 10*d.* payable to the minister of the parish of Wemyss for part of his glebe acquired for the purposes of the Wemyss and Buckhaven Railway and (4) the feu duties stipulated for in the agreements to feu between the first party and the said Robert Christie specified in these presents and in the schedule hereto.

A schedule is annexed hereto specifying a Board of Trade certificate Act of Parliament provisional orders and certain agreements entered into by or on behalf of the first party and setting forth the names of persons with whom arrangements not embodied in formal deeds have been entered into by the first party all relative to the subjects agreed to be sold and other matters and it is agreed that from and after the date of entry the second parties shall as part of the consideration of the purchase be liable to implement and discharge the whole obligations and duties arising under and generally to carry out and give effect to the terms and conditions of the said Board of Trade certificate Act of Parliament provisional orders agreements and arrangements to the same effect as if the second

parties had originally occupied the place of the first party in reference thereto.

Seventh. Without prejudice in any way to the provisions and stipulations of the preceding article the first party agrees subject to the provisions hereinafter contained to assign to the second parties and the second parties agree to accept from the first party an assignation of his rights and interests under and in virtue of a minute of agreement dated the 14th 19th 21st 23rd and 30th days of June and the 11th 13th and 15th days of July 1882 entered into between the first party of the first part and (first) the Fife Coal Company (Limited) and (second) Lawrence Bowman residing at Buckhaven in the county of Fife and David Cairns residing at Buckhaven in the said county Mrs. Agnes Reid or Cairns Buckhaven spouse of the late James Cairns coalmaster Buckhaven Robert Cairns and David Cairns commission agents 8 Commercial Street Leith and James Cairns some time manager above ground at Muiredge Colliery Fife then merchant in Perth sons of the said deceased James Cairns as surviving and accepting trustees of the said deceased James Cairns acting under his trust disposition and settlement dated the 12th day of May 1876 and registered in the books of Council and Session the 26th day of August 1879 co-partners then carrying on business as coalmasters under the firm of Bowman and Company and the said firm or company of Bowman and Company of the second part whereby the first party and the parties of the second part to the said minute of agreement undertook to ship certain quantities of coal at Methil Dock and to pay rates and dues thereon as provided in the said minute of agreement But it is hereby specially provided and declared and the assignation to be granted in implement of this article shall contain a provision and stipulation that the first party shall not be bound to ship and pay dues and rates upon or in respect of the quantities of coal specified in the said minute of agreement or to pay or contribute any sum in name of rates or dues or otherwise in consequence of his failure from time to time to ship at Methil Dock the quantities of coal stipulated in the said minute of agreement and the second parties hereto bind and oblige themselves and by the assignation to be granted in implement hereof they shall be taken bound to implement and fulfil all obligations and agreements incumbent upon the first party under the said minute of agreement in so far as the same may be exigible or capable of being enforced at the instance of the parties of the second part to the said minute of agreement and to free and relieve the first party hereto of all such obligations and agreements and particularly but without prejudice to said generality to settle with the parties of the second part to the said minute of agreement any claims competent to them in consequence of the failure of the first party hereto to ship at Methil Dock the quantities of coal provided for in the said minute of agreement.

Eighth. The second parties bind and oblige themselves in the session 1889–90 if they cannot do so earlier to apply to Parliament for an Act authorising and empowering the second parties to carry out implement and fulfil these presents and these presents shall be scheduled to and confirmed by such Act The Bill to be introduced into Parliament by the second parties in implement of this article shall be submitted to the first party in draft for his approval and should the said application from any cause fail it shall be

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renewed until an Act is obtained But the second parties shall arrange to pay the price on 1st August 1891.

Ninth. The second parties shall forthwith upon obtaining statutory powers to carry out these presents make payment to the first party or his foresaids of the said price and upon receiving payment thereof and of all other sums due to him or his foresaids by the second parties under and in terms of these presents the first party and his foresaids shall be bound and obliged as he hereby binds and obliges himself and his foresaids to grant in favour of and deliver to the second parties all dispositions conveyances and assignations or other writs which may be necessary in order validly and effectually to vest in the second parties the subjects agreed to be sold Which dispositions conveyances and assignations or other writs shall contain all usual and proper clauses including a clause of absolute warrandice as regards the lands (except as after mentioned) to be conveyed to the second parties and a clause of warrandice from fact and deed as regards the Harbour of Leven and all lands and heritable subjects connected therewith and all other rights and subjects hereby agreed to be sold The first party and his foresaids shall be bound to exhibit to the second parties a valid and sufficient title to the subjects agreed to be sold except in the case of the Harbour of Leven and any small properties taken upon feu or otherwise acquired by the first party for the purposes or forming part of the subjects agreed to be sold as regards which harbour and small properties the second parties shall accept the title of the first party as it stands in his person The first party and his foresaids shall also be bound to disburden the subjects agreed to be sold of all incumbrances affecting the same other than the feu duties and casualties of superiority the rents in the case of leaseholds subjects and ministers stipends land tax and other public and parochial burdens Such of the writs and title deeds in the possession of the first party as relate exclusively to the subjects agreed to be sold shall be delivered to the second parties and the first party shall bind himself and his foresaids to make the remainder of the writs and title deeds of said subjects which are in his possession to the extent of a prescriptive progress at the time forthcoming to the second parties upon the usual terms.

Tenth. With reference to the portions of ground which the said Robert Christie has agreed to feu to the first party in terms of the agreements specified under head (quarto) of the first article of these presents it is agreed that whether the feu charters of said portions of ground shall be granted in favour of the first party or in favour of the second parties the whole expenses that may be incurred by the first party subsequent to the date hereof in connexion therewith shall be borne by the second parties The second parties shall also bear the whole expense so far as the same may be chargeable against the first party subsequent to the date hereof of carrying out :—

(Primo) An excambion agreed upon between the first party and Mr. Gilles in terms of which a small piece of ground forming a portion of the old bed of the river at Leven Harbour to be feued by the said Robert Christie to the first party as aforesaid is to be conveyed by the first party to the said Mr. Gilles in excambion for a portion of the subjects adjoining at Leven belonging to the said Mr. Gilles: and

(Secundo) A feu agreed to be granted by the first party to Messrs. James Donaldson and Son of Tayport of ground at Leven Harbour.

Eleventh. The first party hereby agrees to grant a lease to the second parties for the period of nineteen years from the date of entry at the nominal rent of one shilling per annum and containing an obligation by the first party and his foresaids to renew such lease for the same period and upon the same terms so often as the second parties may desire to renew the same of the tank near Leven Pits and the pipe leading therefrom to a tank at Methil Harbour the second parties being always bound by such lease to maintain the said pipe and the tank at Leven Pits in good order and repair to renew the same when necessary to pay all damage which may be caused by flooding or otherwise or by their operations in repairing or renewing or removing or relaying said tank and pipe and whenever required by the first party or his foresaids to remove the said pipe and tank at Leven Pits to another site as may be necessary to admit of the erection of buildings or for any other reasonable cause and (if required by the first party or his foresaids so to do) to remove the said tank at Leven Pits and pipe and restore the ground at any time when the second parties may cease to make use of the same The first party shall not be bound to warrant in any way the supply of water to said tank at Leven Pits presently obtained from the Fife Coal Company (Limited) and the second parties shall be bound to arrange with the Fife Coal Company (Limited) in reference thereto and to free and relieve the first party of all sums that may be payable to the said company in respect thereof from and after the date of entry The first party further agrees to grant a lease to the second parties of the pipe from a drain in ground at Methil Brae occupied by John Lawrie to the locomotive shed at Methil and of the water obtainable from said drain for the same period of duration and upon the same terms and conditions mutatis mutandis as are herein-before specified except that the rent to be paid for the last-mentioned pipe and water shall be the sum of twenty shillings per annum payable at Martinmas yearly at the pleasure of the first party.

Twelfth. The first party consents and agrees that the second parties shall be entitled to reclaim land from the sea in a continuous line following the shore either to the eastward or to the westward of Methil Harbour or in both of these directions but that only upon the following terms and conditions viz.:—

(Primo) The land or foreshore reclaimed and the whole coal ironstone shale limestone freestone common clay fireclay and all other minerals metals fossils and other the like substances in and under the same shall subject to the rights hereby conferred upon the second parties remain the property of the first party and his heirs and successors with full power and liberty to them to work win and carry away the said coal and others and to lower the surface of the said land or foreshore as fully and freely as is provided under head (Secondly) of the third article hereof without being liable for any damage which he or they may occasion all as provided under the said head of Article Third hereof:

(Secundo) The extent of land or foreshore to be reclaimed shall not exceed what may be reasonably necessary for the purpose of extending and developing Methil Harbour and Dock and the railways sidings and works connected therewith and of accommodating the traffic thereat and meeting the requirements of trade and commerce in the neighbourhood

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and before any reclamation works are entered upon or begun the plans and specifications thereof and of the land or foreshore proposed to be reclaimed shall be submitted to and approved of by the first party or his heirs or successors in the estate of Wemyss:

(Tertio) The first party and his foresaids shall not be bound to warrant the rights and privileges hereby granted to the second parties to any extent whatever and the second parties bind and oblige themselves to free and relieve the first party and his foresaids of all claims and demands for damages compensation or of any other nature whatever which may be made by any person or persons in connexion with or in consequence of the works or operations of the second parties or upon any other ground whatever and also to free and relieve the first party and his foresaids of all rates and taxes and public and parochial or local burdens payable or exigible in respect both of the ownership and of the occupancy of the land or foreshore reclaimed other than such rates and taxes and public parochial or local burdens as may be payable in respect of any part or parts thereof which may be exclusively used and occupied by the first party or his foresaids The second parties further bind and oblige themselves to maintain in good order and repair all works necessary for the protection and safety of the land or foreshore reclaimed:

(Quarto) The first party and his foresaids shall be entitled without making or being liable to make any payment or compensation therefor to the second parties to take possession of and use and occupy either permanently or temporarily such part or parts as they may think fit of the land or foreshore reclaimed and particularly but without prejudice to the said generality for the purpose of laying down railways and railway sidings and other works and of erecting warehouses and other buildings and erections of any nature or kind whatsoever for the use or accommodation of the first party and his foresaids or his or their tenants and for the purpose of working the coals and others hereby reserved or for the purpose of working the coal or other minerals under the bed of the sea but the rights reserved to the first party and his foresaids under this head shall be exercised by him and them so as not unreasonably to interfere with the use and occupation of the land or foreshore reclaimed so far as necessary for the purposes of the second parties or their tenants:

(Quinto) Without prejudice to the preceding reservations in favour of the first party and his foresaids the second parties shall be entitled to use and occupy the land and foreshore reclaimed for all purposes in connexion with Methil harbour and dock and the railways and sidings connected therewith and to grant leases of portions of the same but the second parties shall not be entitled to set down or sink any pits or shafts in or through the land or foreshore reclaimed and further the second parties shall not be entitled to grant any lease of or to allow any company person or persons other than the first party and his heirs and assignees access to the land or foreshore reclaimed or any part or parts thereof for the purpose of working coal or other minerals under such land or foreshore or elsewhere.

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Thirteenth. In the event of the second parties finding it necessary to lay down a second line of rails from Thornton Junction to the coal sidings at the west end of Methil the first party subject to the reservations provisions and conditions following agrees to convey to the second parties without demanding any price therefor such portions of the land belonging to the first party at the date when the said second line of rails is laid down as may be required therefor but subject always to the conditions after written viz. :—

(Firstly) The plans and specifications for the laying down of the said second line of rails shall be subject to the reasonable approval of the first party before the work is commenced:

(Secondly) The first party shall be entitled to require the second parties to lay down the rails in such manner as to reduce to a minimum the extent of ground which it may be necessary for the first party to convey to the second parties:

(Thirdly) The whole coal ironstone shale limestone freestone common clay fireclay ochre and all other minerals metals fossils and other the like substances in or under the land to be conveyed by the first party to the second parties with right and power to work win and carry away the same shall be reserved to the first party and his foresaids in manner mentioned in the Third Article hereof:

(Fourthly) The second parties shall at their own expense construct all accommodation works which the first party may require them to make and shall properly fence the railway as altered from a single to a double line and maintain and renew the accommodation works and fences in all time thereafter:

(Fifthly) The second parties shall be bound to settle and pay all claims of whatever nature competent to the tenants of the first party in consequence of the taking of the ground to be conveyed by the first party to the second parties or in consequence of the operations of the second parties and in the case of land in the occupation of the first party the second parties shall pay to the first party reasonable compensation for crop on the ground and unexhausted manures and in all cases the second parties shall pay to the first party compensation for trees cut down removed or injured:

(Sixthly) The first party shall be entitled to grant feus and building or other leases of any part or parts of his lands as he may think proper notwithstanding that the portions of land feud or leased may be necessary for the laying down of the said second line of rails and the first party shall not be bound to convey to the second parties any land which has been so feud or leased or the superiority of the feus or any land upon which there may be buildings belonging to the first party or so much of the land adjoining any such buildings as may be reasonably necessary for the use and enjoyment or convenience thereof: and

(Seventhly) The second parties shall be bound to pay and to free and relieve the first party and his foresaids of all legal expenses (to be taxed as between agent and client) and other expenses which the first party or his foresaids may incur or be put to in connexion with this article or the implement or carrying out of the same.

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Fourteenth. The second parties bind and oblige themselves not to set down or sink pits or shafts and not to allow any person or persons or partnership or company to set down or sink pits or shafts in any part of the subjects agreed to be sold or in any part of the subjects which the second parties may acquire from the first party or his heirs and successors in terms of the preceding article.

Fifteenth. The second parties bind and oblige themselves in all time coming to allow Messrs. Bowman and Company coalmasters Buckhaven or any other person or company to be named by the first party or his heirs and successors in the lands and estate of Wemyss to make use of the Muiredge Branch Railway extending from the Wemyss and Buckhaven Railway to the junction with the second parties Muiredge Branch Railway free of charge except a fair share of the cost of maintaining the said junction line for the carriage of coals and all other minerals and for all other purposes connected with the coal and other mineral workings at present worked by Messrs. Bowman and Company or any other workings which may be opened up in the neighbourhood of said workings by Messrs. Bowman and Company or by the first party or his nominees and the second parties further bind and oblige themselves to continue in all time coming the presently existing railway connexions with the said Messrs. Bowman and Company's sidings.

Sixteenth. The second parties bind and oblige themselves that in all time coming the dues rates and other payments charged or levied at Methil Harbour and Dock and Leven Harbour and Dock shall not be higher than the corresponding dues rates and other payments charged or levied at Burntisland Harbour and Dock for the time being.

Seventeenth. The second parties bind and oblige themselves that in all time coming the maximum rates which may be charged by the second parties for the conveyance to Methil Harbour and Dock or to Leven Harbour and Dock of coal in waggons belonging to traders from the several collieries or workings under mentioned or any future collieries or workings which may be opened up upon the lands and estates now belonging to the first party for the purpose of continuing or extending the working of the coal and minerals at present being worked at the said existing collieries and workings or of opening up new coalfields shall not exceed the respective rates after mentioned for each ton of twenty hundredweights viz.:—

(1) From any coal pits connected at any time with the Wemyss and Buckhaven Railway at or near West Wemyss Station for conveyance over the said railway to Methil Harbour and Dock or Leven Harbour and Dock sevenpence per ton and from any colliery at or near Wemyss Castle Station for conveyance over the said railway to Methil Harbour and Dock or Leven Harbour and Dock sixpence per ton declaring that the rate to be charged against the first party so long as he individually carries on the existing or any new pit or pits at or near West Wemyss shall be sixpence per ton declaring that the traffic shall be interchanged at the junction of the Wemyss and Buckhaven Railway :

(2) From any other colliery having a connexion with the Wemyss and Buckhaven Railway between West Wemyss Station and Thornton Junction for conveyance over the said railway to Methil Harbour and Dock or to Leven Harbour and Dock tenpence per ton :

(3) From Rosie and Muiredge Pits fourpence:

(4) From Cameron Pits fourpence with the addition of any charge not exceeding twopence per ton of twenty hundredweights which the second parties may make for the use of their Cameron Bridge and Muiredge Branch Railway:

(5) From any colliery which may connect with the extension line from Buckhaven to Methil Harbour of the Wemyss and Buckhaven Railway twopence.

Eighteenth. The second parties bind and oblige themselves that in all time coming the same rates shall be charged by them for the conveyance of coal whether in the waggons of the second parties or of traders from any collieries in the county of Fife other than those specified or referred to in Article Seventeenth hereof to Methil Harbour and Leven Harbour as are charged from such other collieries to Burntisland Harbour and in the event of the rates at present charged for the conveyance of coal from such other collieries to Methil Harbour and Burntisland Harbour being reduced at any time hereafter the several rates specified in the Seventeenth Article hereof shall during the continuance of any such reduction be also reduced that they will bear the same proportion or ratio to the reduced rates then charged from such other collieries to Methil Harbour and Burntisland Harbour as the rates specified in Article Seventeenth hereof respectively bear to the rates at present charged from such other collieries to Methil Harbour and Burntisland Harbour.

Nineteenth. The second parties agree and bind and oblige themselves that in all time coming the tolls rates and charges which may be demanded by them for the use of or conveyance of traffic upon the Wemyss and Buckhaven Railway the railway in extension thereof from Buckhaven Station to Methil the railway from Methil to the short line of railway from the port and harbour of Leven to the Leven and East of Fife Railway the said short line of railway and the Muiredge Branch Railway extending from the Wemyss and Buckhaven Railway to the north side of the road from Leven to Dysart shall not exceed the tolls rates and charges set forth in the Schedule A annexed to the Wemyss and Buckhaven Railway Certificate 1879.

Twentieth. Upon the second parties making payment to the first party or his foresaids of the said price of £225,000 all interest thereon and all other sums which may at the time be due and payable to the first party or his foresaids under these presents the agreement relative to the working of the Wemyss and Buckhaven Railway by the second parties contained in Schedule B annexed to the Wemyss and Buckhaven Railway Certificate 1879 and another agreement dated 31st May 1883 entered into between the second parties and the first party relative to the working of the extension of the Wemyss and Buckhaven Railway from Buckhaven to Methil shall be held to have been terminated of mutual consent as from and after the date of entry.

Twenty-first. The whole costs charges and expenses incurred and which shall be incurred by the first party in connexion with the negotiations between the first party and the second parties the preparation and execution of these presents the proceedings relative to the application to be made by the second parties for statutory powers to carry out these presents and the

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dispositions conveyances assignations and other deeds and writings and everything required for the purpose of carrying out the arrangements embodied in these presents shall be borne and paid by the second parties as such costs charges and expenses shall be taxed as between agent and client.

Twenty-second. This agreement is entered into and made subject to such alterations as Parliament may think fit to make thereon.

Twenty-third. All questions and disputes which may arise between the first party or his foresaids on the one hand and the second parties on the other hand in regard to the subjects agreed to be sold or the extent and boundaries thereof or the true intent and meaning of these presents or the terms and conditions of any deed or writing to be granted by the parties hereto or either of them or in regard to any matter or thing arising out of or in connexion with these presents or the implement thereof are hereby referred to the decision of Andrew Graham Murray Esq. advocate whom failing of Charles Scott Dickson Esq. advocate whom failing of an arbiter to be named by the first party or his foresaids and the second parties or of two arbiters one of whom shall be named by the first party or his foresaids and the other by the second parties in the event of the parties being unable to agree upon one arbiter with power to such two arbiters to name an oversman And whatever the said Andrew Graham Murray whom failing the said Charles Scott Dickson whom failing the arbiter or two arbiters to be named by the parties as aforesaid or the oversman to be named by such two arbiters shall determine in the premises by decreet or decreets arbitral interim or final shall be final and binding upon the parties and the said Andrew Graham Murray whom failing the said Charles Scott Dickson whom failing such arbiter or arbiters or oversman shall have full power to dispose of all questions of expenses And the first party and the second parties consent to the registration hereof for preservation.

In witness whereof these presents written on this and the fourteen pages by Patrick Charles Carragher clerk to James Auldjo Jamieson writer to the Signet Edinburgh (the words "purposes or" in the eighth line of page eighth being written or partly written on erasure the word "between" in the thirty-second line of page fourteenth being delete and there being an erasure in the blank at the end of the fifty-fourth line and another erasure in the blank at the beginning of the fifty-fifth line (both of page fourteenth)) together with the schedule annexed hereto also written by the said Patrick Charles Carragher are (along with a duplicate) subscribed by Alexander Charles Pirie merchant Craibstone House Auchmill Aberdeenshire and John George Alexander Baird Member of Parliament Glasgow two of the directors and George Bradley Wieland secretary of the said North British Railway Company and sealed with the corporate seal of the said Company all at Edinburgh on the fourteenth day of March eighteen hundred and eighty-nine before these witnesses John Martin and Robert Paton both clerks in the head office at Edinburgh of the said North British Railway Company and subscribed by the said Randolph Gordon Erskine Wemyss (subscribing "R. E. Wemyss") at Wemyss Castle Fifeshire on the sixteenth day of said month of March and year last mentioned before these witnesses Edmund Henry Byng member of the London Stock Exchange and residing at Saint Peter's Parsonage Cranley Gar-

dens London and William Redston Warner gentleman Marlow Place Marlow Buckinghamshire. A.D. 1889.

(Signed) Edmund H. Byng, Witness.
(„) Wm. Redston Warner, Witness.
(„) Jno. Martin, Witness.
(„) Robt. Paton, Witness.

(Signed) R. E. Wemyss.
(„) A. Ch. Pirie, Director.
(„) J. G. A. Baird, Director.
(„) G. B. Wieland,
Secy., N. B. R. Coy.

L.S.

SCHEDULE REFERRED TO IN THE FOREGOING AGREEMENT.

Part I.—Board of Trade Certificate &c.

1. The Wemyss and Buckhaven Railway Certificate 1879.
2. The Leven Harbour Act 1876 (39 and 40 Vict. cap. 173).
3. The Leven Harbour Order 1881 confirmed by the Pier and Harbour Orders Confirmation Act 1881 (44 and 45 Vict. cap. 104).
4. The Leven Harbour Order 1883 confirmed by the Pier and Harbour Orders Confirmation (No. 1) Act 1883 (46 and 47 Vict. cap. 43).
5. The Methil Harbour Order 1883 confirmed by the last-mentioned Act.

Part II.—Agreements.

6. Agreement to feu certain pieces of land entered into between Robert Christie Esq. of Durie and Randolph Gordon Erskine Wemyss Esquire of Wemyss and Torry dated 14th and 21st February 1887.
7. Agreement to feu certain pieces of ground entered into between the said Robert Christie and Randolph Gordon Erskine Wemyss dated
8. Agreement to feu certain pieces of ground entered into between the said Randolph Gordon Erskine Wemyss and Messrs. James Donaldson and Son Leven and all arrangements relative thereto although not embodied in the said agreement including an agreement or obligation contained in Article 9 of the said agreement in terms of which the said Randolph Gordon Erskine Wemyss agreed to pay one half of any damage to buildings machinery and others erected or to be erected by the said James Donaldson and Son on land feued from the estate of the said Randolph Gordon Erskine Wemyss caused by the working of the minerals under the said land.
9. Agreement between Messrs. Henry Balfour and Company Leven and the said Randolph Gordon Erskine Wemyss relative to a wayleave for a pipe to supply Hawkslaw Works Leven with water contained in a letter by Messrs. Balfour dated 30th July 1888.

NOTE.—Messrs. James Donaldson and Son Leven have been allowed to lay a pipe from the River Leven to the well in their yard in the same track with the pipe above mentioned and they have agreed to bear a proportion of the annual payment of five shillings to be made to Messrs. Balfour.

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SIXTH SCHEDULE.

MINUTE OF AGREEMENT between the Lord Provost Magistrates and Council of the City and Royal Burgh of Glasgow as such and also as acting in the execution of the Glasgow Corporation Waterworks Act 1855 and the subsequent Acts amending the same the Glasgow Corporation Gas Act 1869 and the subsequent Acts amending the same and also as the Police Commissioners under the Glasgow Police Act 1866 and the subsequent Acts amending the same (herein-after called "the Corporation") of the first part and the North British Railway Company (herein-after called "the Company") of the second part.

WHEREAS the Company have introduced into Parliament a Bill intituled "A Bill to authorise the construction by the North British Railway Company "of certain railways and works the maintenance of other railways the pur- "chase of additional lands and for other purposes" which Bill is now pending And whereas the corporation have lodged a petition in the House of Commons against the said Bill And whereas with a view to obviate the opposition by the corporation to the Bill and to secure the withdrawal of the said petition an arrangement has been concluded between the parties which it is reasonable and proper should be incorporated in the following agreement and receive effect in the Bill Therefore it is hereby agreed as follows videlicet:—

First. In consideration of Orr Street and part of Sister Street and Broad Street being shut up and appropriated for the purposes of the railway as shown on the plan the Company shall widen Park Lane and form a new street between Broad Street and Charles Street on the lines and according to the levels shown on a plan and section subscribed by the parties with reference hereto and herein-after referred to as "the plan."

Second. The Company shall also widen Charles Street in the manner shown on the plan.

Third. The Company shall acquire so much of the angular piece of ground between Charles Street and London Road as will enable them to set back and they shall be bound to set back the western boundary thereof in accordance with the curved line shown on the plan.

Fourth. The Company shall be bound to erect along the whole frontage except the portion necessary for access to the passenger station towards Canning Street and Bridgeton Cross between West Street and the new street to be formed in terms of Article First hereof stone buildings at least three storeys in height of an architectural character to be approved of by the city architect for the time being Such buildings shall be erected within nine years after the passing of this Act or so soon as the Company shall acquire and utilise for railway purposes any portion of the properties forming the frontage between West Street and the said new street but to the extent only of the frontage so acquired and utilised whichever of these events shall first happen.

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Fifth. The Company shall be bound to erect, along the west side of Park Lane as widened and also along the west side of the new street to be formed between Broad Street and Charles Street either stone buildings or in their option an ashlar wall surmounted by an iron railing and such buildings or wall and railing shall be of an architectural character to be approved of by the city architect for the time being.

Sixth. The Company shall be bound to pave with square-dressed granite setts the whole of Park Lane as so widened the crossing of Broad Street and the new street to be formed between Broad Street and Charles Street and shall lay granite kerb stones and form the footpaths on both sides of Park Lane and the new street all to the satisfaction of the city architect for the time being They shall also bear the expense of paving the widening of Charles Street and the space between Charles Street and London Road which is to be thrown into the street as the same shall be certified by the city architect for the time being.

Seventh. The several obligations herein-before undertaken shall be implemented by the Company before Orr Street Sister Street or Broad Street are interfered with.

Eighth. Before interfering with M'Kechnie Street the Company shall divert West Street and continue it to Little Street in accordance with the plan paving the same with square-dressed granite setts laying granite kerb stones and forming the footpaths on both sides of the street all to the satisfaction of the city architect for the time being and they shall also contribute the sum of seven hundred and fifty pounds towards the expense of repaving the portion of West Street situated between the proposed diversion and Canning Street which contribution shall be paid to the corporation on the certificate of the city architect that such repaving has been completed.

Ninth. The Company shall not form any opening for ingress or egress of cart traffic from Canning Street and Bridgeton Cross between West Street and the new street to be formed in terms of Article First hereof but the Company may form between the said points any access or accesses which may be necessary for the conduct of the traffic of the passenger station.

Tenth. The foregoing obligations are undertaken without prejudice to the Company implementing the obligations imposed on proprietors and occupiers by the Glasgow Police Acts.

Eleventh. Clauses shall be inserted in the Bill for the protection of the water and gas undertakings of the corporation to the satisfaction of the engineers of the said undertakings respectively.

Twelfth. In the event of any difference arising between the corporation and the Company in regard to this agreement the same shall be determined by an arbiter to be named by the sheriff of the county of Lanark whose decision shall be final and binding on both of the parties hereto.

Thirteenth. In respect of the foregoing provisions of this agreement the first parties agree to withdraw their petition against the Bill.

In witness whereof these presents printed on this and the preceding page are along with the plan herein-before referred to subscribed by the parties hereto as follows videlicet:—By George Robertson and John Jordan two of the directors of the said North British Railway Company and by George Bradley Wieland secretary of said Company and sealed with the corporate

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seal of said Company all at Edinburgh on the twelfth day of April in the year eighteen hundred and eighty-nine before these witnesses John Martin and Robert Paton both clerks in the head office of said Company at Edinburgh and by David Richmond Hugh Steel Thomson and James McLennan three members of the town council and by James George Monro town clerk depute of said city of Glasgow on behalf of and as specially authorised by the said Lord Provost magistrates and council in council assembled at Glasgow on the second day of May in the year last mentioned before these witnesses James MacGregor writer City Chambers Glasgow and James Brown council officer Glasgow.

(Signed) Jno. Martin, Witness.
(„) Robt. Paton, Witness.

(Signed) Geo. Robertson, Director.
(„) John Jordan, Director.
(„) G. B. Wieland, Secy. N. B. Ry. Co.

L.S.

(Signed) David Richmond.
(„) Hugh S. Thomson.
(„) Jas. McLennan.
(„) James G. Monro, Town Clerk Depute.

(„) James MacGregor, Witness.
(„) James Brown, Witness.

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