CHAPTER clii.

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An Act to authorise the North British Railway Company to construct new Railways and acquire additional lands and to empower that Company and the Kirkcaldy and District Railway Company to widen a certain bridge to extend the time limited by certain Acts for the compulsory purchase of lands and the completion of works to abandon portion of an authorised Railway to confirm an Agreement between the Caledonian Railway Company the Great North of Scotland Railway Company the Aberdeen Joint Station Committee and the North British Railway Company as to the use by the latter Company of the joint passenger station at Aberdeen to confirm certain other Agreements between the Corporation of Edinburgh the Bank of Scotland the Edinburgh School Board and the North British Railway Company to make provisions for the prevention of trespass and for other purposes. [31st July 1894.]

WHEREAS it is expedient that the North British Railway Company (in this Act called "the Company") should be authorised to construct the new railways and other works acquire the additional lands and exercise the other powers in this Act mentioned and that the Company and the Kirkcaldy and District Railway Company should be authorised to widen the bridge in this Act also mentioned:

And whereas plans and sections showing the lines and levels of the railways 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) So far as

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relates to the county of Linlithgow with the principal sheriff clerk for that county at his office in Linlithgow 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 and so far as relates to the county of Haddington with the principal sheriff clerk for that county at his office in Haddington 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 it is expedient that the respective periods limited by (1) the North British Railway (Waverley Station &c.) Act 1891 (2) the North British Railway (General Powers) Act 1891 (in so far as that Act relates to the widening of the Company's Arbroath and Montrose Railway) and (3) the North British Railway (Methil Harbour) Act 1891 for the compulsory purchase of lands and for the completion of the railways widening of railway docks and other works by those Acts respectively authorised should be extended and that the period extended and limited by the North British Railway Act 1892 for the compulsory purchase of lands authorised to be acquired by the Company at the Bridgeton Cross terminus in the city of Glasgow under the powers of the North British Railway Act 1889 should be further extended:

And whereas it is expedient to authorise the Company to relinquish and abandon the portion of Railway No. 6 authorised by the North British Railway (General Powers) Act 1891 which has not been constructed:

And whereas it is expedient that the agreement between the Caledonian Railway Company the Great North of Scotland Railway Company the joint committee appointed under the Denburn Valley Railway Act 1864 for the management of the Joint Passenger Station at Aberdeen and the Company as to the use by the Company of the said station as set forth in the Fifth Schedule to this Act should be confirmed:

And whereas it is expedient that the agreements between the lord provost magistrates and town council of the city of Edinburgh and the Company as set forth in the First Second and Third Schedules to this Act the agreement between the Bank of Scotland and the Company as set forth in the Fourth Schedule to this Act and the agreement between the Edinburgh School Board and the Company as set forth in the Sixth Schedule to this Act which agreements have reference to or are connected with the improvement of the Waverley Station and adjoining railways of the Company at Edinburgh should be confirmed:

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 (that is to say):—

Short title.

1. This Act may for all purposes be cited as the North British Railway Act 1894.

Incorporation of general Acts.

2. The Lands Clauses Acts the Railways Clauses Consolidation (Scotland) Act 1845 Part I. (relating to construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863 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 several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction:

The expression "the railways" means the new railways by this Act authorised:

The word "schoolmasters" means session clerks.

Power to make railways and other works.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways herein-after described with all proper stations sidings roads approaches works and conveniences connected therewith respectively and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for the purposes thereof The railways herein-before referred to and authorised by this Act are—

A Railway (No. 1) 2 furlongs 4·33 chains or thereabouts in length situate wholly in the parish of Bathgate in the county of Linlithgow commencing by a junction with the railway of the Company leading from Bathgate Upper Station to Morningside at a point thereon seventy yards or thereabouts measured in a westerly direction from the booking office at the said station and terminating at a point on the Company's Blackston and Boghead Railway at or near the level crossing at which the public road leading from Bathgate to Airdrie crosses that railway:

A Railway (No. 2) 4 furlongs 1·34 chains or thereabouts in length situate wholly in the parish of Dunfermline and county of Fife commencing by a junction with the Charleston Railway of the Company at a point thereon two hundred and thirty yards or thereabouts measured in a westerly direction from the north-western corner of the inner or northern portion of

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Charleston Harbour and terminating at or near the south side of the public road leading from Charleston to Limekilns at a point four hundred and eighty yards or thereabouts measured in an easterly direction from the north-eastern corner of the said inner or northern portion of Charleston Harbour.

Power to Company and Kirkcaldy and District Railway Company to widen certain bridge.

5. Subject to the provisions of this Act the Company and the Kirkcaldy and District Railway Company or one of them with the consent of the other may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the widening of the bridge in the parish of Kinghorn in the county of Fife by which the Company's Edinburgh Perth and Dundee Railway is carried over the public road leading from Kirkcaldy to Auchtertool by Invertiel and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose.

For protection of Fife County Council.

6. In constructing the widening of the bridge by this Act authorised over the public road leading from Kirkcaldy to Auchtertool by Invertiel the following provisions for the protection of the county council of the county of Fife (herein-after called "the council") shall have effect:—

(1) The headway of the bridge as widened shall be the same as that of the present bridge:

(2) The Company and the Kirkcaldy and District Railway Company shall before completing the widening of the said bridge or using the same for the purposes of their respective railways at their own cost and expense execute and complete the following works (that is to say):—

(A) They shall divert so much of the Kirkcaldy and Dunearn Road at the south-west corner of the said bridge as the same shall be widened as presently runs alongside the embankment of the railway of the Company and extending sixty-two yards in a southerly direction measuring from the south-west corner of the abutment of the said bridge as the same shall be widened and that in a straight line from the said south-west corner of said abutment to a point where it joins the present wall on the east side of said Kirkcaldy and Dunearn Road and shall form and make the said portion of the said road twelve feet further west from its present site throughout and shall macadamize and complete the same in a substantial and proper manner in all respects similar to the said portion of road so diverted;

(B) They shall construct a retaining or fence wall at least five feet in height along the east side of the said portion of road to be diverted as aforesaid and the slope or gradient

of the railway embankment along the same shall be of the like slope or gradient as the slope or gradient of the railway embankment along the existing road to be diverted and shall also construct a curved retaining wall from and to join the south-west corner of the abutment of the said bridge as the same shall be widened to and to join the said retaining or fence wall of the diverted portion of the said road:

(3) All the works herein-before in this section provided for shall be executed at the sight and to the reasonable satisfaction of the district road surveyor for the time being of the council:

(4) All differences which may arise between the Company and the Kirkcaldy and District Railway Company or either of them and the council with reference to the matters in this section provided for or any of them shall be determined by an arbiter to be mutually agreed upon between the Company and the Kirkcaldy and District Railway Company or either of them and the council and failing such agreement by an arbiter to be appointed by the sheriff of the county of Fife on the application of either party and the decision of such arbiter shall be final and the whole costs of the reference shall be borne as such arbiter shall direct.

Rates and charges for railways.

7. The railways shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger trains) be part of the railway of the Company as if the same had been part of the North British Railway at the date of the passing of the Railway Rates and Charges No. 25 (North British Railway &c.) Order 1892 and shall for all other purposes be part of the undertaking of the Company.

Period for completion of railways.

8. If the railways 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 shall then be completed.

Penalty imposed unless railways opened within the time limited.

9. If the Company fail within the period limited by this Act to complete the railways 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 railways are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts 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 or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section

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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 of the Queen's and Lord Treasurer's Remembrancer on behalf of the Court of Exchequer in Scotland in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalties.

10. 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 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 if a receiver has been appointed or the Company is insolvent or the railway in respect of which the penalty has been incurred or any part thereof has been abandoned be paid to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

Power to take additional lands.

11. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may from time to time enter upon take use and appropriate for the purposes of their undertaking the lands hereinafter described and delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

Certain lands in the parish of Athelstaneford in the county of Haddington situate on the south side of and adjoining the railway of the Company near Drem Station.

Period for compulsory purchase of lands.

12. The powers of the Company and of the Kirkcaldy and District Railway Company for the compulsory purchase of lands under the powers of this Act shall cease after the expiration of three years from the passing of this Act.

Owners may grant servitudes.

13. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any servitude right or privilege (not being a servitude right or privilege of water in which other than parties to the agreement have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and feu duties or ground annuals so far as the same are applicable in this behalf shall extend and apply to such grants and to such servitudes rights and privileges as aforesaid respectively.

Extending time for acquisition of lands for station railways and works authorised by North British Railway (Waverley Station &c.) Act 1891.

14. The powers granted to the Company by the North British Railway (Waverley Station &c.) Act 1891 for the compulsory purchase of land for the purposes of the station railways and works by that Act authorised are hereby extended and continued and may be exercised by the Company for the period of two years from the fifth day of August one thousand eight hundred and ninety-four and at the expiration of that period those powers shall cease.

Extension of time for construction of railways and widenings authorised by the North British Railway (Waverley Station &c.) Act 1891.

15. The powers granted to the Company by the North British Railway (Waverley Station &c.) Act 1891 for the completion of the railways and widenings by that Act authorised are hereby extended and continued and may be exercised for the period of three years from the fifth day of August one thousand eight hundred and ninety-six and sections eighteen and nineteen of the said Act shall be read and construed as if the period limited by this Act for the completion of the said railways and widenings had been the period limited by that Act for the completion thereof:

If the said railways and widenings be not completed within the said period of three years then on the expiration of that period the powers by the said Act granted to the Company for making and completing the same shall cease except as to so much thereof as shall then be completed.

Confirming agreement between the Company and the Edinburgh School Board.

16. The agreement between the Company of the one part and the Edinburgh School Board 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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Further extension of time for acquisition of lands at Bridgeton Cross terminus.

17. The powers of the Company for the compulsory purchase of lands authorised to be acquired by them under the powers of the North British Railway Act 1889 for the purpose of providing increased accommodation at the Bridgeton Cross terminus of the Company and which powers of compulsory purchase were extended by the North British Railway Act 1892 are hereby further extended and continued and may be exercised for the period of two years from the twentieth day of June one thousand eight hundred and ninety-four and at the expiration of that period those powers shall cease.

Extension of time for acquisition of lands for widening of Arbroath and Montrose Railway.

18. The powers granted to the Company by the North British Railway (General Powers) Act 1891 for the compulsory purchase of lands for the purpose of the widening of the Arbroath and Montrose Railway are hereby extended and continued and may be exercised by the Company for the period of two years from the fifth day of August one thousand eight hundred and ninety-four and at the expiration of that period those powers shall cease.

Extending time for acquisition of lands and for completing Methil Dock.

19. The powers granted to the Company by the North British Railway (Methil Harbour) Act 1891 for the compulsory purchase of lands for the purposes of the dock and works by that Act authorised are hereby extended and continued and may be exercised by the Company for the further period of two years from the eleventh day of June one thousand eight hundred and ninety-four and the period limited by the said Act for the completion of the said dock and works is also hereby extended and continued for a further period of three years from the said eleventh day of June one thousand eight hundred and ninety-four and if such lands be not so acquired and if such dock and works be not so completed within such extended periods the respective powers of the Company for acquiring the said lands and for making and completing the said dock and works shall cease except as to so much thereof as shall then be completed.

Company may abandon portion of Railway No. 6 authorised by North British Railway (General Powers) Act 1891.

20. The Company shall abandon the construction of so much of Railway No. 6 authorised by the North British Railway (General Powers) Act 1891 as lies between a point five furlongs or thereabouts from its authorised point of commencement and the termination thereof near Auldmurroch Toll House.

Compensation for damage to land by entry &c. for purposes of portion of railway abandoned.

21. The abandonment by the Company under the authority of this Act of the said portion of railway shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the

line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation (Scotland) Act 1845 or the North British Railway (General Powers) Act 1891.

Compensation to be made in respect of portion of railway abandoned.

22. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of railway or work authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

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

23. And whereas in the construction of the railways or otherwise in exercise by the Company of the powers of this Act it may happen that a portion only of the property shown on the deposited plans and thereon numbered eighteen in the parish of Dunfermline will be sufficient for the purposes of the Company and that such portion may be severed from the remainder of the said property without material detriment thereto Therefore the owners of and persons interested in such property may (if such portion can in the opinion of the jury arbiters or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of the said property without material detriment thereto) be required to sell and convey to the Company the portion only of the property so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portion required by them and making compensation for any damage sustained by the owners thereof and other persons interested therein by severance or otherwise :

If for twenty-one days after the service of notice to sell and convey any portion of the said property any owner or other person shall fail to notify to the Company that he alleges that such portion cannot be severed from the remainder of the property without

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causing the material detriment mentioned then the Company may proceed to take such portion only but if within such twenty-one days he shall by notice to the Company allege that such portion cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them Provided always that if in the opinion of the said tribunal such portion cannot be severed from the remainder of such property without such material detriment the Company may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owner of or other person interested in such property all costs charges and expenses reasonably and properly incurred by such owner or other person in consequence of such notice Provided also that if in the opinion of such tribunal such portion can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Acts contained The provisions of this section shall be stated in every notice given thereunder by the Company to sell and convey any premises.

Restrictions on displacing persons of labouring class.

24.—(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 which after the passing of this Act have been or on the fifteenth day of December next before the passing of this Act were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers nor shall they under the powers of any former Act extended by this Act purchase ten or more such houses which after the passing of this Act have been or on the fifteenth day of December last before the passing of the respective former Act by which such purchase or acquisition was originally authorised were so occupied unless and until—

(A) They shall have obtained the approval of the Secretary for Scotland to a scheme for providing new dwellings for such number of persons as were residing in such houses on the respective fifteenth day of December aforesaid or for such number of persons as the Secretary for Scotland shall after inquiry deem necessary having regard to the number of persons on or after that date 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 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

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Company were a local authority within the meaning of that Act and the scheme were one of the purposes of that Act.

(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 general 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 the scheme be appropriated 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 of twenty-five years be used exclusively for the purpose of such dwellings and shall be endorsed with notice of this enactment:

Provided also that the Secretary for Scotland may at any time dispense with all or any of the requirements of this sub-section 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) Any houses on any of the lands shown on the plans deposited with reference to this Act or any former Acts extended by

this Act occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Secretary for Scotland under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the Secretary for Scotland is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Secretary for Scotland they might have been sufficient to accommodate.

(11) 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.

Confirming agreement between the Caledonian Railway Company the Great North of Scotland Railway Company the Aberdeen Joint Station Committee and the Company.

25. The agreement between the Caledonian Railway Company of the first part the Great North of Scotland Railway Company of the second part the joint committee appointed under the Denburn Valley Railway Act 1864 for the management of the Joint Passenger Station at Aberdeen of the third part and the Company of the fourth part as set forth in the Fifth Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirming agreement between the Edinburgh Corporation and the Company as to reconstruction of North Bridge Edinburgh.

26. The agreement between the lord provost magistrates and town council of the city of Edinburgh of the first part and the Company of the second part as set forth in the First Schedule to this Act is hereby confirmed and made binding on the parties thereto and subject to the provisions of the said agreement the Company may increase the height of their station and buildings east of the North Bridge to a maximum height of forty-two feet above the existing level of the rails and may erect new buildings on the south side of Princes Street between the Waverley Steps and North Bridge Street and extending southwards to a line in continuation of the line of the south wall of the General Post Office building of a height not exceeding ninety-five feet from the level of the roadway of Princes Street to the ceiling of the top-most room.

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Saving agreement between Company and Commissioners of Works and Public Buildings.

27. Nothing in this Act shall alter prejudice or affect the provisions or operation of a certain agreement made between the Company and the Commissioners of Her Majesty's Works and Public Buildings dated the thirteenth and seventeenth days of March one thousand eight hundred and ninety-three And the elevation to North Bridge Street of the new buildings on the south side of Princes Street intended to be erected by the Company shall be subject to the approval of the Postmaster General and the height of the same to North Bridge Street shall not without the consent of the Postmaster General exceed the height of eighty feet from the level of North Bridge Street to the wall head and the roof fronting North Bridge Street above the said wall head shall not without the consent of the Postmaster General come above or outside of a line drawn from the wall head at an angle of forty-five degrees with the horizon.

As to approval of Postmaster General of elevation of new buildings.

If certain buildings erected Company to afford facilities for conveying mails between General Post Office and Waverley Station by means of hoists and bridgeway.

28. If the Company at any time erect the buildings on the south side of Princes Street referred to in the two last preceding sections or erect on the site to be occupied thereby within one hundred and ten feet of the west front of the General Post Office any building of a greater height than the height of the present building on the same portion of the said site the Company shall be bound to afford to the Postmaster General in perpetuity facilities for conveying mails between the General Post Office and the platforms of the Company within the Waverley Station by means of hoists and bridgeway over the lines of the Company equal in the opinion of the Postmaster General to the facilities (exclusive of the Parcel Post Office accommodation) at present enjoyed by the Postmaster General under the lease between the Company of the first part and the Right Honourable George John Shaw Lefevre Her Majesty's Postmaster General for and on behalf of himself and his successors in office Postmasters General for the time being of the second part dated the twenty-second day of June and the ninth day of July one thousand eight hundred and eighty-five although the said lease may be put an end to or relinquished in accordance with the provisions thereof Provided that—

(A) The Postmaster General shall after the expiration at any time of the said lease pay to the Company the sum of one hundred and seventy-five pounds per annum and one-fourth part of the wages (such wages not to exceed forty shillings per week) of a man appointed by the Company to attend to the machinery of the said hoists and continue otherwise to implement the conditions of said lease so far as applicable to the said facilities and hoists :

(b) If the Company or the Postmaster General shall at any time and from time to time require that the site or position of such facilities should be altered and the Company and the Postmaster General fail to agree thereanent or as to the terms and conditions upon which such alteration shall be made all such questions and differences shall be referred to an arbitrator to be agreed upon or appointed by the sheriff of the Lothians and Peebles but so nevertheless that the annual payment of one hundred and seventy-five pounds and portion of wages payable by the Postmaster General herein-before specified be not increased:

(c) The Postmaster General may at any time give notice to the Company that he no longer requires the services of the man appointed by the Company to attend to the machinery of the said hoists or the said facilities generally and in such case from and after the expiration of six months from the date of such notice all payments to the Company by the Postmaster General for or in respect of the services of the man appointed as aforesaid or as the case may be in respect of the said facilities generally shall cease and the Company shall be at liberty to withdraw the said services or as the case may be the said facilities generally:

(d) Except as by this section modified the provisions of said lease shall remain in full force and effect.

Further provision for protection of National Gallery.

29. In order to remove doubt as to the degree of protection afforded to the National Gallery by section 40 of the North British Railway (Waverley Station &c.) Act 1891 it is hereby enacted that the section aforesaid shall be read and construed as if in lieu of the words "Railway No. 3" occurring therein there were inserted the words "Widening No. 3 and Widening No. 4" and as if in lieu of the words "the said railway" occurring therein there were inserted the words "the said widenings."

Confirming agreement between the Edinburgh Corporation and the Company as to umbrella roofs on platforms west of Waverley Bridge Edinburgh.

30. The supplementary agreement between the lord provost magistrates and town council of the city of Edinburgh of the first part and the Company of the second part set forth as in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto and subject to the provisions of the said agreement the Company may construct the umbrella roofs so agreed upon in conformity with the provisions of said agreement.

Confirming agreement between the Bank of Scotland and the Company as to umbrella

31. The agreement between the Bank of Scotland of the first part and the Company of the second part as set forth in the Fourth Schedule to this Act is hereby confirmed and made binding on the parties thereto and subject to the provisions of the said agreement

roofs on platforms west of Waverley Bridge Edinburgh.

the Company may construct the umbrella roofs so agreed upon in conformity with the provisions of said agreement.

Confirming agreement between the Edinburgh Corporation and the Company as to subway beneath Waverley Station Edinburgh.

32. The second supplementary agreement between the lord provost magistrates and town council of the city of Edinburgh of the first part and the Company of the second part as set forth in the Third Schedule to this Act is hereby confirmed and made binding on the parties thereto and subject to the provisions of the said agreement so much of sub-section 7 of section 35 of the North British Railway (Waverley Station &c.) Act 1891 as imposes an obligation on the Company to construct maintain and light a subway for foot passengers is hereby repealed.

Saving servitude rights of feuars over lands acquired by Company on south side of Princes Street.

33. Except as otherwise provided by this Act the servitude rights of the feuars in Princes Street or in any other part of the new town of Edinburgh under their titles and the rights of the said feuars and of the ratepayers of Edinburgh under former Acts of Parliament over land acquired or to be acquired by the Company on the south side of Princes Street shall remain in full force and effect.

If feuars servitude rights injuriously affected compensation to be paid.

34. If the Company in the exercise of the powers by this Act conferred or under the agreements in the schedule hereto take interfere with lessen or injuriously affect the servitude rights of the feuars in Princes Street or in any other part of the new town of Edinburgh or any of them such feuars shall be entitled to compensation in respect of such taking interference lessening or injuriously affecting and such compensation shall be ascertained in manner provided by the Lands Clauses Acts.

For prevention of trespass.

35. And whereas great risk to the safety of the traffic on the railways of or worked by the Company is caused by persons trespassing on such railways and interfering with the signals and works of the Company and accidents have been occasioned in consequence of such trespassing and persons trespassing have been killed or seriously injured and it is expedient to make more effectual provision for preventing such trespassing Therefore any person who shall trespass upon any of the railways of or worked by the Company shall without having received any personal or other warning than herein-after mentioned forfeit and pay by way of penalty any sum not exceeding forty shillings for every such offence :

Provided that no person shall be subject to any penalty under this enactment unless the Company shall prove to the satisfaction of the sheriff or justices before whom complaint is laid that they have painted on boards or printed painted or enamelled on enamelled or other iron or any other material public warning to persons not to trespass upon their railways and that one or more of such boards has been affixed at the station on their railway and at the level

crossing (if any) nearest to the spot where such trespass is alleged to have been committed and the Company shall renew such warning as often as the same shall be obliterated or destroyed and no penalty shall be recoverable unless such warning is so placed and renewed Provided also that no person lawfully crossing the railway at any level crossing thereof shall be liable to any such penalty as aforesaid and provided also that this enactment shall not interfere with but shall be subject to any future general enactment relating to trespass upon railways.

Company may apply corporate funds.

36. The Company may from time to time apply for or towards all or any of the purposes of this Act to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts and which are not required for the purposes to which they are by those Acts made specially applicable.

Provision as to general Railway Acts.

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

Costs of Act.

38. 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.

SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

AGREEMENT between the LORD PROVOST MAGISTRATES AND TOWN COUNCIL OF THE CITY OF EDINBURGH as representing the Community of the said City (herein-after called "the Magistrates and Council") of the first part and the NORTH BRITISH RAILWAY COMPANY incorporated under Act of Parliament (herein-after called "the Company") of the second part.

WHEREAS the Company are about to proceed with the reconstruction and extension of the Waverley Station and the magistrates and council are promoting a Bill in Parliament (herein-after called "the Corporation's Bill") for the purpose of obtaining powers inter alia to take down and remove the bridge known as the North Bridge situated in the Royal burgh city and county of the city of Edinburgh and to make and construct a new and widened bridge in lieu of the present North Bridge and the necessary street alterations and other works connected therewith and it is expedient that an agreement should be made between the parties hereto regarding the said works and with this view the magistrates and council in the Corporation's Bill and the Company in a Bill which they are also promoting in Parliament (herein-after called "the Company's Bill") seek powers inter alia to enter into such an agreement Therefore the parties hereto have agreed and do hereby contract and agree as follows (videlicet) :—

First.—Upon obtaining the powers sought by the Corporation's Bill now before Parliament the magistrates and council shall take down and remove the present North Bridge and erect a new bridge of not more than three spans extending from a line in continuation of the south wall of the General Post Office building to the north face of the buildings in North Bridge Street immediately to the south of the present bridge and of the width of seventy-five feet between the parapets The new bridge may be of any material and design selected by the magistrates and council provided that the piers and abutments thereof so far as within the Company's ground shall be of the extent and in the situation shown on the plan of three arches which has been submitted by Mr. B. Hall Blyth C. E. on behalf of the Company or such other extent and situation as may be agreed upon between the magistrates and council and the Company The foundations under the surface of the ground may be of any extent or strength which the magistrates and council may think proper If from any cause the magistrates and council should find it impracticable to carry out the work including any temporary service bridge which may be required except at an expenditure in all of more than ninety thousand pounds the magistrates and council shall have the option of cancelling this agreement within three months from the date when the same is confirmed by Parliament

Second.—The Company shall convey to the magistrates and council any lands of the Company required for the piers and abutments of the new bridge along with the necessary rights of way-leave for the bridge over their property without compensation and the magistrates and council shall convey to the Company the ground within the station at present occupied by the piers to be removed so far as not required for the piers of the new bridge and any other unfeued pieces of ground belonging to the magistrates and council beneath or immediately adjoining the arches of the new bridge within the station without compensation The ground so to be conveyed to the Company shall be under restrictions against any buildings exceeding forty-two feet in height above the existing level of the rails and against the erection of any chimneys other than for ordinary house fires The magistrates and council shall not acquire under the powers of the Corporation's Bill any other lands belonging to the Company than the lands herein agreed to be conveyed to them by the Company.

Third.—The magistrates and council for any interest they may have hereby consent to the Company increasing the height of their station and buildings east of the North Bridge to a maximum height of forty-two feet above the existing level of the rails such station and buildings to have a roof of iron and glass unless otherwise agreed upon between the magistrates and council and the Company.

Fourth.—The Company shall acquire so far as not already done the whole of the properties on the south side of Princes Street between the Waverley steps and North Bridge Street and extending southwards to a line in continuation of the line of the south wall of the General Post Office building and shall as soon as practicable after Whit Sunday one thousand eight hundred and ninety-five take down the present buildings thereon and rebuild them complete within seven years from the date of the confirmation hereof by Parliament subject to the conditions and restrictions following (videlicet) :—

(1) The main front wall of the said new buildings to be so erected next Princes Street extending from the Waverley steps to North Bridge Street shall be at least ten feet farther south than the line of the main front wall of the existing building immediately to the east of the Waverley steps and the space between such new front wall and line of the existing main front wall shall remain as open area in all time coming except for oriel windows entrance stairs and porticoes Such new buildings may have oriel windows in the west wall projecting over such parts of the Waverley steps as the magistrates and council may approve but so as not to interfere with foot passengers :

(2) The said buildings to be erected by the Company as aforesaid shall be built only according to such design and external elevation on all sides as shall be previously approved of in writing by the magistrates and council and such design and elevation shall not be altered at any time without the express consent in writing of the magistrates and council :

(3) The new buildings to be erected by the Company as aforesaid shall not exceed the height of ninety-five feet from the level of the roadway of Princes Street to the ceiling of the topmost room and shall not except with the consent in writing of the magistrates and council exceed the height of eighty feet from the level of said roadway to the wall head :

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(4) The magistrates and council hereby agree to give their consent to the buildings of the said height being erected on said site as aforesaid provided that such consent shall not be operative unless and until the approval of the magistrates and council shall have been obtained to the design and elevation thereof as aforesaid and it shall not apply to any buildings which are not erected within the said period of seven years:

(5) The Company shall free and relieve the magistrates and council from all claims and questions at the instance of third parties in connexion with the foresaid buildings and with the foresaid consent thereto:

(6) When the buildings belonging to the Company at present adjoining the Waverley Bridge on the east side thereof are taken down no other buildings or erections shall be put up adjoining or entering from the said east side of that bridge other than station buildings which shall not exceed the present buildings in extent area or height above the level of the rails.

Fifth.—The Company as and when they take down the foresaid buildings in Princes Street between the Waverley steps and North Bridge Street shall without compensation throw back the public footpath or pavement of Princes Street to the line of the present north railings of Waverley Market under reservation of power to the Company to have cellars under the portion of pavement so thrown in lighted with prismatic lights of such number and dimensions as may be approved by the magistrates and council and the corner at the junction of Princes Street and North Bridge Street shall be rounded off all as shown coloured blue on the sketch marked B signed as relative hereto and which sketch shall be taken and shall have effect as part of this agreement and on the other hand the magistrates and council shall allow the Company when the whole public footpath or pavement between the said steps and North Bridge Street shall have been so widened to take and appropriate a strip extending to three hundred and fifty-five superficial feet or thereby at present forming part of the foot pavement of North Bridge Street shown coloured red on said sketch marked B signed as relative hereto.

Sixth.—The Company shall free and relieve the magistrates and council from all claims at the instance of owners and occupiers of the properties situated at the north-west corner of the North Bridge ex adverso of the General Post Office and to the south of a line in continuation of the south wall of the Post Office and with that view the Company shall acquire the said properties south of the said line at or before Whit Sunday one thousand eight hundred and ninety-five and take them down as soon as practicable thereafter The magistrates and council shall not be bound to commence the operations upon the North Bridge until such of the said properties south of the said line as adjoin or are near the bridge or may be affected by the operations on the bridge have been so removed.

Seventh.—The Company shall without compensation give access and every facility and also any necessary temporary occupation of any lands of the Company to the magistrates and council for the taking down and removal of the present bridge and erection of the new bridge and any works connected therewith including temporary or service bridge or other accommodation necessary for the work and shall make no claim against the magistrates and council for interference with the railway property or traffic or other injury

arising out of the due execution of the work The work of removal of the present bridge the erection and removal of any temporary bridge and the construction of the said new bridge in so far as affecting the traffic works operations or property of the Company shall be carried out by the magistrates and council in such way as to interfere as little as possible with the traffic and property of the Company and under such regulations as may be adjusted between the engineer of the magistrates and council and the engineer of the Company or by any engineer who may be mutually agreed upon between them for that purpose failing which as may be adjusted by an engineer to be nominated by the sheriff of the Lothians and Peebles The magistrates and council shall not occupy temporarily under the powers of the Corporation's Bill any lands belonging to the Company except as herein provided.

Eighth.—The Company shall pay to the magistrates and council the sum of thirty thousand pounds sterling in three equal instalments as follows viz. One instalment of ten thousand pounds so soon as the magistrates and council have paid sums amounting in all to thirty thousand pounds to account of the cost of the said new bridge or works connected therewith another instalment of ten thousand pounds when the magistrates and council have so paid sixty thousand pounds and the remaining instalment of ten thousand pounds when the whole roadway of the new bridge is opened for traffic.

Ninth.—The structure of the said new bridge with the piers abutments and foundations thereof shall be the absolute property of the magistrates and council who shall be entitled at all times on reasonable notice to enter upon the Company's property for the purpose of making repairs or renewals or other work for the proper maintenance of the structure but so as not to interfere with the traffic works and operations of the Company The Company shall have no right to injure the piers abutments foundations or other supports of the bridge nor shall they in any way interfere with said piers or abutments except in so far as may be required to attach the roof of the Waverley Station thereto The magistrates and council shall be entitled to use the said bridge and the space underneath the same to within forty-two feet of the existing level of the rails for laying pipes and for other purposes.

Tenth.—In the event of the Company hereafter erecting buildings on the site of the existing buildings acquired or to be acquired by them on the west side of North Bridge Street south of the aforesaid line in continuation of the south wall of the General Post Office such buildings shall be according to a plan and elevation to be approved of by the magistrates and council and shall not without the consent of the magistrates and council in writing exceed the height of the present buildings on that site and any new buildings which may be so erected there fronting North Bridge Street shall have the same rights of access to and from the pavement of the new bridge as the present buildings have to and from the pavement of the existing bridge.

Eleventh.—The Company may erect chimneys for engines employed in the production of electric and hydraulic power or gas for lighting railway carriages on a site near the present gasworks which site and the height of such chimneys shall be subject to the approval of the magistrates and council.

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Twelfth.—In the re-construction of the Waverley Station the Company may upon that part of their property on which they are to build refreshment rooms and other house accommodation for station or office purposes construct the roofs of the same other than of iron and glass but so that the height of the roofs shall not exceed forty-two feet above the existing level of the rails in the said station and such buildings shall have no chimneys other than chimneys for ordinary house fires The Company shall surround the said roofs with ornamental parapets of a design and elevation to be approved of by the magistrates and council in writing and also if desired by the magistrates and council shall ornament the roof with other light decorations Such chimneys parapets and other decorations shall not be included in the aforesaid height of forty-two feet.

Thirteenth.—The magistrates and council hereby agree to allow the Company at the Company's expense to strengthen the south wall of the cart access at the Waverley Market upon and from the inside of said wall to the foundations but the Company shall take all risk of such work and hereby undertake that the structure of the said market and access shall suffer no damage by or through such operation and the authority hereby given to the Company shall not confer on the Company any rights in or upon the said wall or structure The Company shall relieve the magistrates and council of all loss or injury to them and of all claims of third parties (if any) arising out of such work Nothing herein contained shall prejudice or affect the terms of the agreement between the magistrates and council and the Company scheduled to and confirmed by the North British Railway (New Works) Act 1866 or the respective rights and obligations of the parties thereunder.

Fourteenth.—Upon the Company being entitled to stop up and duly stopping up Canal Street Cranston Street and the other streets which the Company are authorised to stop up under the North British Railway (Waverley Station &c.) Act 1891 and completing and opening for traffic the diversion of Low Calton and North Back of Canongate and the extension of East Market Street to New Street under the said Act the magistrates and council shall consent to the Company appropriating the solum of such streets so stopped up and the same shall be held by the Company under the conditions and restrictions applicable to such solum as part of the station ground and no buildings shall be erected thereon so that the height of the roof thereof shall exceed forty-two feet above the existing level of the rails nor any chimneys except for ordinary house fires Nothing herein contained shall entitle the Company to appropriate the said streets until they have complied with the conditions under which the statutes give power to stop them up The Company shall relieve the magistrates and council of all claims and questions at the instance of third parties in connexion with the stopping up of said streets.

Fifteenth.—The magistrates and council consent to the Company redeeming the rent of one hundred and twenty-five pounds per annum by payment to the magistrates and council of a capital sum of three thousand two hundred and fifty pounds on payment whereof the magistrates and council shall grant a conveyance to the Company of the subjects for which the said rent is paid

contained in a lease between the parties dated in one thousand eight hundred and fifty-two with warrandice from fact and deed and under the condition and real burden that no buildings shall be erected on the said subjects which shall exceed the height of forty-two feet from the level of the rails and no chimneys except for ordinary house fires.

Sixteenth.—Except as otherwise in this agreement specially provided nothing herein contained shall prejudice or affect the provisions prohibitions limitations servitudes and restrictions contained in any prior statute or in any agreements between the magistrates and council and the Company affecting lands or property acquired or to be acquired by the Company from the magistrates and council or the use of such lands and property.

Seventeenth.—This agreement shall be scheduled to and confirmed by the Company's Bill so as to give the same the force of statutory enactment subject to such alterations as Parliament may think fit to make herein but if Parliament make any alteration herein which in the opinion of Mr. C. A. Cripps Q.C. is material it shall be competent to either of the parties hereto to withdraw from the same and in that case it shall not be pleaded against either of them.

Eighteenth.—Both parties hereto consent to registration for preservation and execution.

In witness whereof these presents consisting of this and the five preceding pages are along with the relative sketch marked B subscribed in duplicate by the parties hereto as follows (videlicet) By Henry Grierson of Craigend Park Liberton Midlothian and John Jordan merchant Leith two of the directors and by John Cathles secretary of the said North British Railway Company on behalf of the Company and sealed with the corporate seal thereof all at Edinburgh on the 25th day of May eighteen hundred and ninety-four before these witnesses John Martin assistant secretary and William Irving clerk both to the said North British Railway Company and by the Right Honourable Sir James Alexander Russell Knight lord provost and William Skinner writer to the signet town clerk for and on behalf of the magistrates and remanent members of council present in council at Edinburgh on the twenty-ninth day of said month of May and year last mentioned before these witnesses John Wotherspoon and John Shields Simpson both clerks to the said William Skinner.

Jno. Wotherspoon Witness.
Jno. S. Simpson Witness.

J. A. Russell Lord Provost.
Wm. Skinner Town Clerk.

J. Martin Witness.
W. Irving Witness.

L.S.

Henry Grierson Director.
John Jordan Director.
Jno. Cathles Secy.
N.B. Rly. Co.

A.D. 1894.

THE SECOND SCHEDULE.

SUPPLEMENTARY AGREEMENT between the LORD PROVOST MAGISTRATES AND COUNCIL OF THE CITY OF EDINBURGH (herein-after called "the Magistrates and Council") of the first part and the NORTH BRITISH RAILWAY COMPANY incorporated under Act of Parliament (herein-after called "the Company") of the second part.

WHEREAS the parties hereto have entered or are about to enter into a separate agreement relative to matters contained in a Bill promoted by the Company in the present session of Parliament and they have agreed further to enter into these presents as supplementary thereto Therefore the parties hereto hereby further contract and agree as follows (viz.):—

First.—The magistrates and council for any interest they have hereby agree to the Company taking down and removing the existing umbrella roofs on the platforms belonging to the Company immediately to the west of the Waverley Bridge and when the same are so removed and in lieu thereof erecting five new umbrella roofs on the new platforms Such roofs shall be of a height not exceeding twenty-two feet nine inches from the existing level of the rails and of a width and according to a design to be agreed upon between the magistrates and council and the Company and failing agreement as to design such design shall be settled by Dr. Rowand Anderson architect Edinburgh and such roofs shall not exceed the respective lengths measured from the west parapet of the Waverley Bridge following (namely) The northmost roof two hundred feet the second northmost roof one hundred feet the third northmost roof one hundred feet the fourth northmost roof one hundred feet and the southmost roof one hundred and fifty feet.

Second.—The Company hereby undertake that they shall not at any time increase the number or height or extend the length or area or alter the width or design of the said new roofs to be made and erected as aforesaid without the previous express consent in writing of the magistrates and council and on such terms as may be agreed upon.

Third.—The Company hereby undertake to relieve the magistrates and council of all claims and questions at the instance of third parties in connexion with or arising out of the said erections to which consent is hereby given as aforesaid or the said consent itself.

Fourth.—Except as otherwise in this agreement specially provided nothing herein contained shall prejudice or affect the agreement between the said parties scheduled to and confirmed by the North British Railway (Amalgamation &c.) Act 1880 or that Act itself or any other existing statutes and agreements applicable to the Company's ground between the Waverley Bridge and the Mound all which in so far as not hereby expressly altered are hereby reserved.

Fifth.—This supplementary agreement shall be scheduled to the said Bill promoted by the Company and is made subject to the approval of Parliament

and to such alterations as Parliament think fit to make therein but if any material alteration is made therein it shall be competent for either of the said parties to withdraw from the same.

In witness whereof these presents are subscribed in duplicate by the parties hereto as follows (viz.) By Alexander Charles Pirie merchant Craibstone House Auchmill Aberdeenshire and James Robert Creighton merchant Carlisle two of the directors and by John Cathles secretary of the said North British Railway Company on behalf of the Company and sealed with the corporate seal thereof all at Edinburgh on the twenty-fifth day of May eighteen hundred and ninety-four before these witnesses John Martin assistant secretary and William Irving clerk both to the said North British Railway Company and by the Right Honourable Sir James Alexander Russell Knight lord provost and William Skinner writer to the signet town clerk for and on behalf of the magistrates and remanent members of council present in council at Edinburgh on the twenty-ninth day of said month of May and year last mentioned before these witnesses John Wotherspoon and John Shields Simpson both clerks to the said William Skinner.

Jno. Wotherspoon Witness.
Jno. S. Simpson Witness.

J. A. Russell Lord Provost.
Wm. Skinner Town Clerk.

J. Martin Witness.
W. Irving Witness.

L.S.

A. Ch. Pirie Director.
J. R. Creighton Director.
Jno. Cathles Secy.
N. B. Rly. Co.

THE THIRD SCHEDULE.

Second Supplementary Agreement between the Lord Provost Magistrates and Council of the City of Edinburgh (herein-after called "the Magistrates and Council") of the first part and the North British Railway Company incorporated under Act of Parliament (herein-after called "the Company") of the second part.

Whereas the Company by a Bill which is being promoted by them in the present session of Parliament are seeking (inter alia) to have so much of sub-section seven of section thirty-five of the North British Railway (Waverley Station &c.) Act 1891 as imposes an obligation on them to construct maintain and light a subway for foot passengers before they stop up Cranston Street repealed and the parties hereunto have agreed in manner underwritten Therefore the said parties hereby contract and agree as follows viz. :—

First.—In consideration of the obligations undertaken by the Company as herein-after written the magistrates and council for any interest they may have hereby consent to so much of sub-section seven of section thirty-five of the

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North British Railway (Waverley Station &c.) Act 1891 as imposes an obligation on the Company to construct maintain and light a subway for foot passengers before they stop up Cranston Street being repealed by Parliament.

Second.—The Company hereby undertake that before stopping up Cranston Street under the said North British Railway (Waverley Station &c.) Act 1891 or any subsequent Act they shall at their own expense construct and complete the diversion of Low Calton and North Back of Canongate and also the new street or road commencing at or near the junction of Jeffrey Street and East Market Street and terminating at the street called New Street according to the lines and levels shown on either of the two plans signed as relative hereto in the option of the magistrates and council which plans shall be held as part of these presents or as near to such plan as possible unless otherwise agreed with the magistrates and council.

Third.—The Company shall without compensation give facilities for and allow the magistrates and council if and when the magistrates and council so decide to erect and maintain a girder bridge for foot passengers only across the railway from a point to be agreed on south of Regent Arch to a point to be agreed on in Jeffrey Street near Trinity College Church or if so agreed the Company at the expense of the magistrates and council shall erect such a bridge in whole or in part according to plans to be approved by the magistrates and council Such bridge shall be of an inside width not exceeding twelve feet six inches clear of all projections and shall be constructed and maintained water tight by the magistrates and council The underside of the girders carrying the roadway of said bridge shall be at least thirty-two feet above the existing level of the rails The bridge shall belong entirely to the magistrates and council who shall be entitled at all times to reasonable access to the Company's property to keep the structure in repair and for the purpose of renewal The supporting piers of the bridge shall be placed in such position in the station as may be approved by the Company.

Fourth.—The Company shall within one month after so much of the said sub-section seven of section thirty-five of the said Act of 1891 as imposes an obligation on the Company to construct maintain and light the said subway has been repealed by Parliament pay to the magistrates and council a sum of five thousand pounds which sum the magistrates and council shall if and when they shall erect such bridge apply towards the cost thereof but the Company shall have no concern with the application of the said sum If desired by the magistrates and council the Company shall also free of charge provide and lay down at the north end of the said bridge such materials as the Company may be able to spare from the works in connexion with the enlargement of Waverley Station and the widening of the line between that station and Abbeyhill Junction as shall be necessary to make up the roadway connecting the bridge with the street to the north The work of erecting such bridge so far as affecting the Company's station or traffic shall be carried out under regulations to be approved of by the Company's engineer.

Fifth.—In the event of changes being made upon the station platforms or arrangements after the original erection of such bridge the Company may at their own expense alter the position of the piers or supports thereof within the

station but always in such manner as shall not weaken or injuriously affect the structure or stability of the said bridge.

Sixth.—This supplementary agreement shall be scheduled to the Bill promoted by the Company and is made subject to the approval of Parliament and to such alterations as Parliament think fit to make therein but if any material alteration is made therein it shall be competent for either of the said parties to withdraw from the same.

In witness whereof these presents consisting of this and the preceding page are along with the two relative plans subscribed in duplicate by the parties hereto as follows (videlicet) By Alexander Charles Pirie merchant Craibstone House Auchmill Aberdeenshire and James Robert Creighton merchant Carlisle two of the directors and John Cathles secretary of the said North British Railway Company on behalf of the Company and sealed with the corporate seal thereof all at Edinburgh on the 25th day of May eighteen hundred and ninety-four before these witnesses John Martin assistant secretary and William Irving clerk both to the said North British Railway Company and by the Right Honourable Sir James Alexander Russell Knight lord provost and William Skinner writer to the signet town clerk for and on behalf of the magistrates and remanent members of council present in council at Edinburgh on the twenty-ninth day of said month of May and year last mentioned before these witnesses John Wotherspoon and John Shields Simpson both clerks to the said William Skinner.

Jno. Wotherspoon Witness.
Jno. S. Simpson Witness.

J. A. Russell Lord Provost.
Wm. Skinner Town Clerk.

J. Martin Witness.
W. Irving Witness.

L.S.

A. Ch. Pirie Director.
J. R. Creighton Director.
Jno. Cathles Secy.
N. B. Rly. Co.

THE FOURTH SCHEDULE.

Agreement between the Governor and Company of the Bank of Scotland (herein-after called "the Bank") of the first part and the North British Railway Company incorporated under Act of Parliament (herein-after called "the Company") of the second part.

Whereas the Company propose to alter and enlarge their umbrella roofs west of the Waverley Bridge Therefore the parties hereto contract and agree as follows (viz.):—

First.—The Company shall on receiving parliamentary sanction to this agreement pay to the bank the sum of fifty pounds with interest thereon at five per cent. from the date of parliamentary sanction being obtained till payment.

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Second.—The bank for any interest they have hereby agree to the Company taking down and removing the existing platforms and umbrella roofs on the platforms belonging to the Company immediately to the west of the Waverley Bridge and when the same are so removed and in lieu thereof erecting five new umbrella roofs on the new platforms Such roofs shall be of a height not exceeding twenty-two feet nine inches from the existing level of the rails and of a width and according to a design to be agreed upon between the bank and the Company and failing agreement as to design such design shall be settled by Dr. Rowand Anderson architect Edinburgh and such roofs shall not exceed the respective lengths measured from the west parapet of the Waverley Bridge following (viz.) The northmost roof two hundred feet the second northmost roof one hundred feet the third northmost roof one hundred feet the fourth northmost roof one hundred feet and the southmost roof one hundred and fifty feet.

Third.—The Company hereby undertake that they shall not at any time increase the number or height or extend the length or area or alter the width or design of the said new roofs to be made and erected as aforesaid without the previous express consent in writing of the bank and on such terms as may be agreed upon.

Fourth.—The Company hereby undertake to relieve the bank of all claims and questions at the instance of third parties in connexion with or arising out of the said erections to which consent is hereby given as aforesaid or the said consent itself.

Fifth.—Except as otherwise in this agreement specially provided nothing herein contained shall prejudice or affect the agreement between the said parties scheduled to and confirmed by the North British Railway (Amalgamation &c.) Act 1880 or that Act itself or any other existing statutes and agreements applicable to the Company's ground between the Waverley Bridge and the Mound all which in so far as not hereby expressly altered are hereby reserved.

Sixth.—This agreement shall be scheduled to the Bill being promoted by the Company in the present session of Parliament and is made subject to the approval of Parliament and to such alterations as Parliament think fit to make therein but if any material alteration is made therein it shall be competent for either of the said parties to withdraw from the same.

In witness whereof these presents are subscribed and sealed in duplicate by the parties hereto as follows (viz.) Are in terms of Act of Parliament sealed with the common corporate seal of the bank and subscribed by Duncan McNeill secretary to and on behalf of the bank all at Edinburgh on the ninth day of May eighteen hundred and ninety-four before these witnesses Maurice William Fraser-Tytler and Alexander Walter Marshall both clerks Bank of Scotland Edinburgh and are subscribed by Alexander Charles Pirie merchant Craibstone House Auchmill Aberdeenshire and James Robert Creighton merchant Carlisle two of the directors and by John Cathles secretary of the Company and are sealed with the corporate seal of the Company all at Edinburgh on the twenty-fifth day of said month of May and year last mentioned before these

witnesses John Martin assistant secretary of the Company and William Irving clerk in the head office Edinburgh of the Company. A.D. 1894.

M. W. Fraser-Tytler Witness.
A. W. Marshall Witness.

L.S.

Dun. McNeill Secretary.

J. Martin Witness.
W. Irving Witness.

L.S.

A. Ch. Pirie Director.
J. R. Creighton Director.
Jno. Cathles Secy.
N. B. Rly. Co.

THE FIFTH SCHEDULE.

Agreement between the Caledonian Railway Company (herein-after called "the Caledonian Company") of the first part the Great North of Scotland Railway Company (herein-after called "the Great North Company") of the second part the Joint Committee appointed under the Denburn Valley Railway Act 1864 for the management of the Joint Passenger Station at Aberdeen (herein-after called "the Joint Committee") of the third part and the North British Railway Company (herein-after called "the North British Company") of the fourth part.

Whereas by the Denburn Valley Railway Act 1864 the Scottish North Eastern Railway Company were authorised amongst other works to construct a Joint Passenger Station at Aberdeen (herein-after referred to as "the Joint Passenger Station") to be jointly and equally the property of that Company and the Great North Company:

And whereas under the said Act the control and management of the Joint Passenger Station was vested in a joint committee consisting of six persons being three of the directors of each of the said two companies appointed as therein provided:

And whereas by the Caledonian and Scottish North Eastern Railways Amalgamation Act 1866 the Scottish North Eastern Railway Company was amalgamated with the Caledonian Company and their undertaking property powers rights and privileges were transferred to and vested in the Caledonian Company:

And whereas by the last-mentioned Act running powers for the purpose of conveying Scottish east coast traffic as therein defined were granted to the North British Company over the Scottish North Eastern lines or any part thereof and the North British Company became entitled to the conveniences and privileges mentioned in the said Act including the right to carry by certain trains local passenger and coaching traffic between Aberdeen Stonehaven and certain other stations therein specified:

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And whereas in the year one thousand eight hundred and seventy-eight on the opening of the first Tay Bridge the North British Company began to exercise running powers over the portion of the Scottish North Eastern lines between Kinnaber Junction and Aberdeen and to use for the purposes of their traffic the Joint Passenger Station which running powers and use of station by the North British Company have been exercised continuously from the said last-mentioned year with the exception of the period between the fall of the first and the opening of the second Tay Bridges:

And whereas in the year one thousand eight hundred and eighty-eight the joint committee and the Great North Company raised an action of Declarator and Interdict against the North British Company to have it declared that the North British Company were not entitled without the consent of the Great North Company to use the Joint Passenger Station or any part thereof or the conveniences connected therewith for the purposes of their traffic or to run over or use with their engines trucks or carriages of any description the joint Passenger Station or the railway through the same or the sidings accesses or works extending for two hundred yards on each side of the passenger shed of the Joint Passenger Station or any part of the same and to have the North British Company interdicted from using the Joint Passenger Station and conveniences thereof:

And whereas the House of Lords on fourteenth November one thousand eight hundred and ninety-three found and declared in said action in terms of the said declaratory conclusion:

And whereas the North British Company have made application to Parliament for a Bill inter alia to empower them to use the Joint Passenger Station on the terms and conditions therein contained:

And whereas the Caledonian and Great North Companies have objected to the provisions of the said Bill so far as applicable to the Joint Passenger Station and intend to oppose the Bill in Parliament:

And whereas the parties being desirous of settling their differences amicably have agreed as follows Now therefore the parties hereto have agreed and do hereby agree as follows (viz.):—

1.—The North British Company may in common with the Caledonian and Great North Companies and others use the Joint Passenger Station and the rails sidings works and conveniences thereof for the purposes of the passenger traffic which by the Caledonian and Scottish North Eastern Railways Amalgamation Act 1866 the North British Company are authorised to convey over the Scottish North Eastern lines or any part thereof.

2.—In respect of the right of using the Joint Passenger Station as hereinbefore provided and in lieu and in full of tolls rates and charges for the lines of railway within the same the North British Company shall as from and after the fourteenth day of November one thousand eight hundred and ninety-three pay to the joint committee yearly and in perpetuity the rent or sum of one thousand five hundred pounds sterling (subject to revision as herein-after provided) and that by equal half-yearly payments on the thirty-first day of January and thirty-first day of July in each year beginning the first payment as on the thirty-first day of January one thousand eight hundred and ninety-four of the proportion of said yearly rent or sum corresponding to the period to that date from fourteenth November one thousand eight hundred and ninety-

three and the next half-yearly payment on thirty-first July one thousand eight hundred and ninety-four and so on half-yearly and perpetually with interest on each half-yearly payment at the rate of five per cent. per annum from the time the same shall fall due until payment The yearly rent or sum to be so paid by the North British Company shall be deemed profits from tolls rates and other revenue and be divided and paid as such by the joint committee as provided in section 20 of the Denburn Valley Railway Act 1864.

3.—In the event of any material alteration in the use by the three companies hereto or any of them of the Joint Passenger Station other than use by the Great North Company for its Deeside passenger traffic (which shall be excluded from consideration) it shall be competent for the joint committee or the North British Company on six months previous notice by letter to the other to require that at any time after thirty-first January one thousand nine hundred the said yearly rent or sum payable by the North British Company shall be revised and altered with special reference to the altered circumstances and failing agreement it shall be in the power of the arbitrator to be appointed as herein-after provided to determine whether the circumstances are such as to require an alteration of the aforesaid yearly sum or rent and if he shall be of opinion that an alteration ought to be made he shall after taking into account the altered circumstances decide and determine the amount of the yearly rent or sum to be in future paid under Article 2 hereof and the date from which it shall be payable by the North British Company to the joint committee in equal half-yearly moieties as aforesaid until the same shall be again revised and altered The yearly rent or sum to be paid by the North British Company as aforesaid may thereafter be revised from time to time on a further material alteration of use by the parties hereto other than as aforesaid Providing always that in the event of any revised sum being determined by arbitration the same shall be continued unaltered for the period of five years and provided further that in no case even should the North British Company cease entirely to use said station shall the said yearly rent or sum be reduced below the sum of five hundred pounds sterling.

4.—If at any time or times any enlargement or alteration of the Joint Passenger Station shall be made by the Caledonian and Great North Companies of their own motion or shall in the opinion of the arbitrator be requisite or reasonably desirable for the proper conduct of the North British Company's passenger traffic and be made by the owning companies in pursuance of an arbitration on the demand of the North British Company the North British Company shall thereafter half-yearly in all time coming pay to the joint committee for and in respect of any such enlargement or alteration such half-yearly sum as failing agreement shall be decided by arbitration declaring that the arbitrator shall take into account not only the expenditure by the owning companies in and connected with acquiring land and making such enlargements or alterations including the cost of obtaining and carrying out the necessary powers for that purpose but also the extent to which such expenditure may have become necessary or reasonably desirable in consequence of the admission of the traffic of the North British Company and the benefit to be derived by said Company from such enlargement or alteration as well as the value and advantage to the owning companies of the said enlargement or alteration Provided always that the owning companies shall not be bound

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in the event of any enlargement or alteration in pursuance of an arbitration on the demand of the North British Company to take acquire or use for enlargements or alterations any lands other than lands belonging to them or either of them.

5.—As from and after the said fourteenth day of November one thousand eight hundred and ninety-three the North British Company shall have the right to have their passenger traffic foresaid admitted into and accommodated worked and served in the Joint Passenger Station as now existing and used or as it may be altered or enlarged as aforesaid as efficiently as the traffic of the Caledonian and Great North Companies or either of them.

6.—The joint committee shall at and within the Joint Passenger Station exhibit and keep properly exhibited all necessary and usual notice boards time-tables placards and station advertisements respecting the trains and traffic of the North British Company.

7.—The North British Company shall also perpetually and half-yearly on the days aforesaid beginning the first payment as aforesaid pay to the joint committee equally in proportion to the use made for the time being by the North British Company of the Joint Passenger Station and any enlargement or alteration thereof as aforesaid for and in respect of the cost of maintenance repairs and renewals of the Joint Passenger Station and any such enlargement or alteration thereof and of the lines sidings works and conveniences within the same and extending for two hundred yards on each side of the passenger shed of the Joint Passenger Station and of the accesses thereto and of the annual expenses of the joint committee and the expenses attending the management regulation and control and the rates taxes and other outgoings of the Joint Passenger Station such sum as failing agreement shall be settled by arbitration from time to time the arbitrator being on all occasions required wholly to exclude from his consideration and award not only all the expenses which the North British Company may choose to incur by or connected with the employment in said station of their own clerks and servants as herein-after provided for but also the use made of the Joint Passenger Station by the Great North Company for its Deeside passenger traffic under the Acts of Parliament thereanent Providing always that any sums which may be received by the joint committee from left luggage lost luggage and use of lavatories but not rents or other revenue shall be applied in reduction of such annual cost and expenses before apportionment.

8.—The Caledonian and Great North Companies shall remain and continue the absolute and exclusive owners of the Joint Passenger Station and of any enlargement or alteration thereof and the joint committee shall continue to have the control management and regulation of the said station with all the powers and duties contained in the Denburn Valley Railway Act 1864 and the North British Company shall in the use of the said station be subject to the byelaws and regulations of the joint committee for the time being in force but such control byelaws and regulations shall not limit the rights of the North British Company under this agreement Provided that it shall be competent to the North British Company to appoint agents booking clerks and other servants for whom the Caledonian and Great North Companies

shall give suitable accommodation proportionate to the traffic of the North British Company (at the expense of the North British Company as regards any special alterations or fittings) for the despatch of their own proper business in the Joint Passenger Station.

9.—The North British Company shall immediately on their Act of Parliament confirming this agreement receiving the Royal Assent pay to the Great North Company the sum of seven thousand five hundred pounds sterling with interest thereon at the rate of three and a-half per centum per annum from fourteenth November one thousand eight hundred and ninety-three in full satisfaction and payment of all claims demands and charges of whatever kind competent to the joint committee the Caledonian Company and the Great North Company or any of them against the North British Company for and in respect of the use by that Company of the Joint Passenger Station for the whole period of such use prior to the said fourteenth day of November one thousand eight hundred and ninety-three.

10.—In the event of the Caledonian Company or North British Company at any time and from time to time applying to the standing arbitrator between those Companies under the said Caledonian and Scottish North Eastern Railways Amalgamation Act 1866 to apportion between them the residue applicable to the distance between Kinnaber Junction and Aberdeen of the rates or fares charged by the North British Company in respect of passenger traffic conveyed by that Company over the railway of the Caledonian Company from and after fourteenth November one thousand eight hundred and ninety-three in the exercise of the running powers conferred upon them by that Act in other proportions than by equal mileage division the standing arbitrator in fixing the proportion of such residue applicable to the distance on the Caledonian Railway between Kinnaber Junction and Aberdeen may and is hereby empowered to apportion and divide such residue in such way and manner as he may think proper and for the purpose of such apportionment and division the Joint Passenger Station and the lines of railway within the same shall be held and deemed to be the station and railway of the North British Company.

11.—Save as herein expressly provided nothing herein contained shall be held or construed to vary or alter the provisions of the Denburn Valley Railway Act 1864 or the Caledonian and Scottish North Eastern Railways Amalgamation Act 1866 or the rights of the Great North Company with respect to the accommodation of their Deeside passenger traffic in the Joint Passenger Station.

12.—Any dispute or difference herein-before provided to be determined by arbitration and any dispute or difference which may arise between any of the parties hereto under the provisions of this agreement (except disputes or differences under the provisions of Article 10 hereof which shall be referred to the said standing arbitrator under the said Caledonian and Scottish North Eastern Railways Amalgamation Act 1866) shall failing agreement be referred to an arbitrator to be appointed by the Board of Trade on the application of any of the parties hereto.

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13.—This agreement shall be subject to such alterations as Parliament may think fit to make thereon and shall be scheduled to the Bill which the North British Company have introduced into Parliament in the present session and the North British Company shall use their utmost endeavour to get the same confirmed by Parliament Provided that if Parliament should make any alteration thereon which in the opinion of Charles Alfred Cripps Q.C. on the application of any of the parties is material or should not pass said Bill prior to thirty-first October one thousand eight hundred and ninety-four the parties or any of them shall be entitled to withdraw from this agreement which shall thereupon be null and void and the North British Company shall also withdraw from their Bill the clause the marginal note of which is "Company may use Joint Passenger Station at Aberdeen" and shall not insert in the said Bill any other clause relating to the Joint Passenger Station except a clause in common form confirming this agreement and such other clause or clauses as may be agreed upon.

In witness whereof these presents printed on this and the six preceding pages are executed by the parties hereto in triplicate as follows (viz.) Are sealed with the common seal of the Caledonian Company and subscribed by John Blackburn secretary for and on behalf of that Company and are also subscribed by the Most Honourable the Marquess of Breadalbane K.G. John Sharp merchant Dundee and James Badenach Nicolson of Glenbervie House Kincardineshire the three members of the joint committee appointed by the directors of the Caledonian Company as follows viz. they are sealed with the common seal of the Caledonian Company and subscribed by the said John Sharp James Badenach Nicolson and John Blackburn at Glasgow on the fifteenth day of May eighteen hundred and ninety-four before these witnesses Henry Bremner Neave writer Glasgow and Robert Gibb clerk in the secretary's office at Glasgow of the Caledonian Company and they are subscribed by the said the Most Honourable the Marquess of Breadalbane at Kenmore on the nineteenth day of the month and year last above mentioned before these witnesses John Christie Bolfracks Cottage Aberfeldy clerk in the Breadalbane Estate Office Kenmore and William Dunn Kenmore factor to the said the Most Honourable the Marquess of Breadalbane are sealed with the common seal of the Great North Company and subscribed by William Moffatt secretary for and on behalf of that Company and are also subscribed by William Ferguson of Kinmundy Aberdeenshire David Stewart lord provost of Aberdeen and Charles Brown Davidson advocate in Aberdeen the three members of the joint committee appointed by the directors of the Great North Company and by Thomas Ferguson accountant in Aberdeen secretary of the joint committee all at Aberdeen on the sixteenth day of the month and year last above mentioned before these witnesses James Ross advocate in Aberdeen and John Smith Stuart accountant in Aberdeen to the Great North Company and are subscribed by Alexander Charles Pirie merchant Craibstone House Auchmill Aberdeenshire and George Bradley Wieland Edinburgh two of the directors and by John Cathles secretary of the North British Company and sealed with the corporate seal of the North British Company all at Edinburgh on the twenty-fifth day of the month and year last above mentioned before these witnesses John Martin assistant secretary of the North British

Company and William Irving clerk in the head office Edinburgh of the North British Company declaring that this testing clause from and after the printed word "whereof" is written by Robert Barron Finlayson clerk in Aberdeen to Adam Thomson and Ross advocates there.

J. Martin Witness.
W. Irving Witness.

N. B. R. L.S.

A. Ch. Pirie Director.
G. B. Wieland Director.
Jno. Cathles
Secy. N. B. Rly. Co.

John Christie Witness.
Wm. Dunn Witness.
H. B. Neave Witness.
Robert Gibb Witness.

C. R. L.S.

Breadalbane Director.
John Sharp Director.
J. Badenach Nicolson Director.
J. Blackburn Secy.

James Ross Witness.
John S. Stuart Witness.

G. N. S. R. L.S.

Wm. Ferguson Director.
David Stewart Director.
C. B. Davidson Director.
Tho. Ferguson Secretary
Joint Committee.
W. Moffatt Secretary
G.N.S.R.

THE SIXTH SCHEDULE.

Minute of Agreement between The Edinburgh School Board herein-after called "the School Board") of the one part and The North British Railway Company (herein-after called "the Company") of the other part.

Whereas by the North British Railway (Waverley Station &c.) Act 1891 the Company were authorised to construct the widening or new Railway No. 5 therein described and to acquire for that purpose portions of the Edinburgh High School the property of the School Board No. 20 in the city parish of Edinburgh (Greenside) on the plans deposited with reference to the said Act And whereas said Railway No. 5 so far as within the said property of the school board is to be in tunnel and the Company by their Bill in the present session of Parliament applied for power to acquire a wayleave only for said tunnel in place of having to acquire absolutely a portion or the whole of the said property of the school board And whereas the school board lodged a petition against said Bill but ultimately agreed to withdraw the same and to sell to the Company a perpetual wayleave easement or servitude for said tunnel in place of their said property itself or part thereof Therefore the parties have agreed and do hereby agree as follows:—

First.—The school board agree to sell and the Company agree to purchase for the purpose of constructing the said widening or new Railway No. 5 authorised by the said Act so far as the same passes through the said property

A.D. 1894. of the school board a perpetual wayleave easement or servitude for the railway tunnel under the said property as shown upon the plans and sections deposited with reference to the said Act The Company shall not deviate either laterally or vertically from the centre line shown on the said plans which centre line shall be the centre of the said tunnel and the said tunnel shall be limited to a double line of railway and shall not exceed thirty-six feet in width.

Second.—The Company shall pay to the school board in exchange for a valid conveyance in favour of the Company of said perpetual wayleave easement or servitude the sum of fifteen hundred pounds and that at Martinmas one thousand eight hundred and ninety-four which shall be the date of the Company's entry on the said property of the school board.

Third.—The Company in constructing the said widening or new Railway No. 5 or any of the works connected therewith shall not do or cause any injury to the said high school or to any part of the same during or after the construction of the said widening or new Railway No. 5 and the tunnel under the said property of the school board shall be constructed and all operations connected therewith shall be conducted in such manner as not to injure or endanger the said property and if in the construction or maintenance of the said widening or new railway or tunnel or other works of the Company any injury be caused to the said property of the school board the Company shall pay all loss and damage arising from or consequent upon such injury as the same shall failing agreement be fixed by arbitration in terms of the Lands Clauses Consolidation (Scotland) Act 1845.

Fourth.—Any question or difference between the parties as to the meaning or effect of this agreement shall be referred to Andrew Graham Murray Esquire Q.C. whom failing John Rankine Esquire advocate Edinburgh.

Fifth.—This agreement shall be subject to such alterations as Parliament may think fit to make thereon and shall be scheduled to the Bill which the Company have introduced into Parliament in the present session Provided that if Parliament should make any alteration thereon which in the opinion of the said Andrew Graham Murray is material the parties or either of them shall be entitled to withdraw from this agreement.

In witness whereof these presents are subscribed and sealed in duplicate by the parties hereto as follows (viz.) Are subscribed by James Arnot clerk of the school board and are sealed with the corporate seal of the school board at Edinburgh on the third day of May eighteen hundred and ninety-four before these witnesses David Philp solicitor before the Supreme Courts of Scotland Edinburgh and John Stewart clerk in the school board offices Edinburgh and by Colin George Macrae writer to the Signet Edinburgh and chairman of the school board at Westminster on the fourth day of said month of May and year last mentioned before these witnesses George Lindsay and Joseph Jones both clerks to John Kennedy writer to the signet thirty-eight Parliament Street Westminster and are also subscribed by Alexander Charles Pirie merchant Craibstone House Auchmill Aberdeenshire and James Robert Creighton merchant Carlisle two of the directors and by John Cathles secretary of the Company and are sealed with the corporate seal of the Company all at

Edinburgh on the twenty-fifth day of said month of May and year last mentioned before these witnesses John Martin assistant secretary of the Company and William Irving clerk in the head office Edinburgh of the Company. A.D. 1894.

George Lindsay Witness.
Joseph Jones Witness.
David Philp Witness.
John Stewart Witness.

L.S.

Colin G. Macrae Chairman.

Jas. Arnot Clerk of the Board.

J. Martin Witness.
W. Irving Witness.

L.S.

A. Ch. Pirie Director.
J. R. Creighton Director.
Jno. Cathles Secy.
N. B. Rly. Co.

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