CHAPTER lviii.

An Act to authorise the North British Railway Company to make certain Railways in connexion with their Stirling and Dunfermline Railway and North Leith Branch; to divert a Road at Galashiels; to acquire additional Lands for station purposes; to abandon part of the Capeldrae Deviation; to make provision with respect to the construction of the Tay Bridge Railway, in the town of Dundee, and a New Street in lieu of Physic Gardens Street, in Edinburgh, and the Harbour at Inverkeithing, and a further Loan to the Magistrates and Town Council of Burntisland; to authorise the Company to subscribe to the Arbroath and Newport Railway Companies; and to establish Savings Banks; and for other purposes. [28th June 1877.] A.D. 1877.

WHEREAS the following works would be of public advantage; (that is to say,)

A railway, in the parish of Alloa, in the county of Clackmannan (in this Act referred to as "Railway No. 1"), six furlongs and twenty-seven yards in length, from the Harbour Branch of the Stirling and Dunfermline Railway of the North British Railway Company (in this Act called "the Company") to near Bowhouse Farm-steading;

A railway, in the parish of Saint Cuthbert, in the county of Edinburgh (in this Act referred to as "Railway No. 2"), two furlongs and fifteen yards in length, from the North Leith Branch of the Company to near the boundary wall of the Vulcan Foundry;

A road, with a bridge over the Hawick Railway of the Company in that part of the parish of Melrose which is in the burgh of Galashiels and county of Selkirk (in this Act called the "road diversion"), from the turnpike road leading from Edinburgh to

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Roxburgh, near the passenger shed at the Galashiels railway station to the street or road leading from Market Street to the said turnpike road, such intended road and bridge being in substitution for that part of the said turnpike road which is crossed on the level by the Hawick Railway;

And it is expedient that the Company should be authorised to make the said railways and works, and that so much of the said turnpike road leading from Edinburgh to Melrose as crosses the Hawick Railway on the level, and extends thence to opposite the north corner of the tweed warehouse of Messieurs J. and R. Morrison, and which will be rendered unnecessary by the road diversion, should be stopped up, and the site thereof appropriated to the purposes of the Company:

And whereas it is expedient that the Company should be authorised to purchase for station or other purposes connected with their undertaking certain lands in the parish of Corstorphine, in the county of Edinburgh, and certain lands, foreshore, and other property in the said parish of Borrowstounness; and that the agreement set forth in the First Schedule to this Act, and made between the Trustees of the Town and Harbour of Borrowstounness of the first part, and the Company of the second part, relating to the said lands, foreshore, and other property in the said parish of Borrowstounness, should be confirmed:

And whereas plans and sections showing the lines, situations, and levels of the intended railways and works, and plans describing the additional lands required for station and other purposes as aforesaid, and books of reference to such plans containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, have been deposited as follows; that is to say, as regards Railway No. 1, with the principal sheriff clerk for the county of Clackmannan, at his office in Alloa; as regards Railway No. 2 and land in the county of Edinburgh, with the principal sheriff clerk for that county, at his office in Edinburgh; as regards the road diversion, with the principal sheriff clerk for the county of Selkirk, at his office in Selkirk; and as regards the lands, foreshore, and property in the county of Linlithgow, with the principal sheriff clerk for that county, at his office in Linlithgow; which said documents are in this Act respectively referred to as the deposited plans, sections, and books of reference:

36 & 37 Vict. c. ccix.

And whereas by "The North British Railway Act, 1873," (in this Act called "the Act of 1873,") the Company were authorised

to make a deviation in the parish of Auchterderran, in the county of Fife, of part of the railway authorised by "The North British Railway Act, 1872," (in this Act called "the Act of 1872,") and therein called Railway No. 9, which deviation is in the Act of 1873 and in this Act called "the Capeldrae deviation," and it is expedient that the construction of part of the Capeldrae deviation should be relinquished:

And whereas the Tay Bridge Railway of the Company now in course of construction is intended to pass through the town of Dundee, within the jurisdiction of the magistrates and council of Dundee, the Police Commissioners of Dundee, and the trustees of the harbour of Dundee, or of some or one of them, and it is expedient that the Company and the said public bodies respectively should be authorised to make agreements with respect to the construction of the said railway in the town of Dundee, so far as the same may affect the powers, rights, or authorities of the the said public bodies respectively, and that the agreement between the said parties set forth in the Third Schedule to this Act should be confirmed:

And whereas by an agreement between the lord provost, magistrates, and council of the city of Edinburgh (in this Act called "the Town Council of Edinburgh"), dated the twenty-seventh day of March and the twelfth day of April one thousand eight hundred and sixty-six, and scheduled to and confirmed by "The North British Railway (New Works) Act, 1866," and by another agreement between the same parties, dated the twenty-sixth and twenty-seventh days of September one thousand eight hundred and sixty-six, the Company agreed to give certain land for the improvement of Market Street and to erect a retaining wall, and by an agreement between the town council of Edinburgh, the Edinburgh Improvement Trustees, the City of Edinburgh Road Trust, and the Company, dated the twenty-fifth and twenty-sixth days of June one thousand eight hundred and seventy-two, and scheduled to and confirmed by "the Act of 1872," provision is made for the formation of a new street to be substituted for Physic Gardens Street, and the parties to such agreements have entered into another agreement for altering the course and direction of such new street, and with respect to other matters incidental thereto and provided for by the said agreements of 1866 and 1872, which other agreement is set forth in the Second Schedule to this Act, and it is expedient that the same should be confirmed:

And whereas the Company are interested in the harbour of Inverkeithing, and it is expedient that they and the magistrates

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and town council of the royal burgh of Inverkeithing should be authorised to enter into agreements for improving the accommodation of that harbour:

And whereas by "The Burntisland Harbour Order, 1870," (in this Act called "the Order of 1870,") confirmed by "The Pier and Harbour Orders Confirmation Act, 1870 (No. 3)," the magistrates and council of the royal burgh of Burntisland (in this Act called "the Town Council of Burntisland") were authorised to construct a wet dock and other works, and to maintain and improve the harbour of Burntisland, and for such purposes, in addition to the sum of ten thousand pounds borrowed by them on the security of the revenues of the harbour, to borrow on mortgage such money as might be required, not exceeding sixty thousand pounds, on the security of the harbour and existing works, and the works authorised by the said Order, and the lands and property connected therewith respectively, and of the rates, duties, and customs then leviable by the said town council, and the rates authorised by the Order of 1870, and any other property of the said town council:

And whereas by the Order of 1870 the town council of Burntisland and the Company were authorised from time to time to enter into agreements with respect, amongst other things, to the construction of the said wet dock, and the deepening, enlargement, and improvement of the harbour, the accommodation to be given to the Company at the harbour, and any other matters relating to the purposes of the Order of 1870:

And whereas by virtue of the powers conferred by the Order of 1870 an agreement, dated the sixteenth and eighteenth days of September one thousand eight hundred and seventy-two (in this Act called "the Agreement of 1872"), was entered into between the town council and the Company, whereby the Company (amongst other things) agreed to advance and lend to the town council of Burntisland, from time to time as the works proceeded, sums not exceeding in the aggregate fifty thousand pounds, for the construction of the said wet dock and other works, for which the town council were to grant mortgages over the harbour and dock and revenues thereof upon the terms and conditions and under the restrictions therein specified:

And whereas by the Act of 1873 (section thirty-nine) the agreement of 1872 was confirmed, and the Company were empowered to advance to the town council of Burntisland the sum of fifty thousand pounds, or any less sum, in the manner and for the purposes and upon the terms and security in the agreement of 1872 mentioned, and to raise the amount required for such purposes by

mortgage of the harbour and dock revenues, payable to them under the agreement of 1872:

And whereas by "The Burntisland Harbour Act, 1875," (in this Act called "the Harbour Act of 1875,") the time for completing the dock and works authorised by the Order of 1870 was extended to two years from the passing of that Act, and a new tariff of rates was enacted, and the town council of Burntisland were authorised to borrow a further sum of thirty thousand pounds on the security of the harbour revenues and the rates authorised by the Order of 1870 and that Act, and the said town council and the Company were authorised, subject to the approval of the Board of Trade, to enter into other agreements with respect to the construction, maintenance, and management of the dock and other harbour works, and to the purposes of the Order of 1870 and that Act: 38 & 39 Vict. c. ccxv.

And whereas by "The North British Railway Act, 1875," (in this Act called "the Act of 1875,") the Company were authorised to advance an additional sum of thirty thousand pounds to the town council, in the manner and for the purposes and upon the terms and security mentioned in the agreement of 1872, or upon such other terms and security as might be agreed upon between the said parties and approved of by the Board of Trade:

And whereas under the Acts of 1873 and 1875 the Company have advanced to the town council of Burntisland seventy-nine thousand pounds or thereabouts, and have raised part of the amount so advanced on mortgage of the harbour and dock revenues payable to them under the agreement of 1872, and the wet dock and other works authorised by the Order of 1870 are in course of construction, but are not completed:

And whereas the Company are willing, subject to the approval of Parliament, to advance to the town council of Burntisland the amount necessary to complete the said dock and works upon the same terms and security as their former advances, and it is expedient that the Company should be authorised to make such advances upon the terms aforesaid:

And whereas by "The North British, Arbroath, and Montrose Railway Act, 1871," in this Act called "The Arbroath Act, 1871," the North British, Arbroath, and Montrose Railway Company (in this Act called "the Arbroath Company") were incorporated and authorised to make the railways therein described in the county of Forfar, and by an agreement scheduled to the said Act, and thereby confirmed, the Company are to work and maintain the said railways in perpetuity upon the terms and conditions therein set forth: 34 & 35 Vict. c. cxxiii.

And whereas by "The North British, Arbroath, and Montrose Railway Act, 1872," (in this Act called "The Arbroath Act, 35 & 36 Vict. c. xlvi.

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1872,") the Arbroath Company were authorised to construct certain other railways in the county of Forfar in connexion with the railways authorised by "The Arbroath Act, 1871," and it was enacted that the agreement scheduled to "The Arbroath Act, 1871," should extend and apply to the said other railways thereby authorised, and by "The North British, Arbroath, and Montrose Railway Act, 1874," the time for making the railways authorised by "The Arbroath Act, 1871," and "The Arbroath Act, 1872," was extended:

37 & 38 Vict. c. cix.

29 & 30 Vict. c. cccxxix. 30 & 31 Vict. c. clvii. 33 & 34 Vict. c. cliii. 36 & 37 Vict. c. civ.

And whereas by "The Newport Railway Act, 1866," the Newport Railway Company were incorporated and authorised to make the railways therein mentioned, and by "The Newport Railway Act 1867," "The Newport Railway Act, 1870," and "The Newport Railway Act, 1873," further powers were conferred upon that Company:

And whereas the undertaking of the Newport Railway Company, as authorised by the said Acts, consists of certain railways in the county of Fife which when constructed will connect the Tay Bridge Railway of the Company with their railway at Ferry Port on Craig, and by an agreement between the Newport Railway Company and the Company, set forth in a schedule to "The Newport Railway Act, 1873," and confirmed by that Act, the Company are to work in perpetuity the undertaking of the Newport Railway Company upon the terms and conditions therein mentioned:

And whereas it is expedient that the Company should be authorised to subscribe to the undertakings of the Arbroath Company and the Newport Railway Company respectively, and to hold shares in the capital of those companies respectively, and that further powers should be given to the Company and the Arbroath Company with respect to the construction of the Arbroath Railway:

And whereas it is expedient that provision should be made for consolidating into one class of stock, in this Act called "Consolidated Preference Stock No. 3," the following preference stocks of the Company, or some of them; that is to say,

Name of Stock.	Rate of Dividend per centum per annum.
Monkland Preference (Ordinary) - - - - -	6
Edinburgh and Glasgow Preference - - - -	4½
North British Preference, 1865 - - - - -	5

And such stocks are in this Act referred to as No. 3 preference stocks.

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And whereas the officers, clerks, servants, and workmen of the Company being in many cases resident at stations where there are no savings banks established for the investment and accumulation of small savings lose the benefit of such institutions, and the Company, for the purpose of encouraging habits of prudence and economy among their officers, clerks, servants, and workmen, and of enabling them to make provision against accidents, sickness, and old age, by investing and accumulating their savings, are desirous of establishing savings banks for their benefit; and it is expedient that the establishment and maintenance of such savings banks should be sanctioned by Parliament, and that provision should be made for the government, management, and conduct thereof:

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

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

Short title.

1. This Act may be cited for all purposes as "The North British Railway (Additional Works and Powers) Act, 1877."

Incorporation of general Acts.

2. "The Lands Clauses Consolidation (Scotland) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (Scotland) Act, 1845," Part I. of "The Railways Clauses Act, 1863," relating to construction of a railway, and the provisions of "The Companies Clauses Consolidation (Scotland) Act, 1845," with respect to the several matters following; (that is to say,) the distribution of the capital of the Company into shares, the transfer or transmission of shares, the payment of subscriptions and the means of enforcing the payment of calls, the forfeiture of shares for nonpayment of calls, the remedies of creditors of the Company against the shareholders, the borrowing of money by the Company on mortgage or bond, the conversion of the borrowed money into capital, the consolidation of the shares into stock, the giving of notices, and the provision to be made for affording access to the special Act; Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to cancellation and surrender of shares, to additional capital, and to debenture stock, are (except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act.

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Interpretation of terms.

3. In this Act—

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

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

The expression "the dock" shall mean the dock and works authorised by the Order of 1870;

The expression "the dock and harbour" shall mean the dock and the harbour at Burntisland:

In the incorporated Acts—

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

In this Act and the incorporated Acts—

The expression "the Company" or "the promoters of the undertaking," or other like expression, shall mean the North British Railway Company;

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

Power to make railways, &c. according to deposited plans.

4. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railways and works herein-before described, with all proper stations, sidings, approaches, works, and conveniences connected therewith respectively, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes: Provided always, that the sections of "The Lands Clauses Consolidation (Scotland) Act, 1845," with respect to the purchase and taking of lands otherwise than by agreement, and with respect to the entry upon lands, shall not be put in force or be applicable with respect to Railway No. 2; but nothing herein shall be deemed to prevent the said railway from being carried over or under any public street, road, or place.

Railway to form part of Company's undertaking.

5. Subject to the provisions herein-after contained for limiting the rates of tolls and charges, the new railways by this Act authorised shall for the purposes of toll and in all other respects form part of the undertaking of the Company.

Lands for stations and extraordinary purposes.

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

Powers for compulsory purchases limited.

7. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to cross certain roads on the level.

8. Subject to the provisions in "The Railways Clauses Consolidation (Scotland) Act, 1845," and in Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," contained in reference to the crossing of roads on the level, it shall be lawful for the Company in the construction of the railway to carry the same with a single line of railway only, whilst the railway shall consist of a single line, and afterwards with a double line of railway only, across and on the level of the roads next herein-after mentioned; (that is to say,)

Railway No. 1.

No. on deposited Plan.	Parish.	Description of Road.
7	Alloa - - -	Street or road.
16, 16	Alloa - - -	Street or road.
19	Alloa - - -	Street or road.
23	Alloa - - -	Street or road.

For securing safety of the public.

9. Railway No. 1 shall be used only for the conveyance of goods, minerals, and animals, and the rate of speed at which trains shall be run upon that railway shall not exceed six miles per hour, and the Company shall be subject to all such rules and regulations with respect to the running of trains and otherwise for securing the safety of the public as the Board of Trade may from time to time prescribe.

Bowhouse Road to be diverted.

10. The Company shall within the limits of deviation divert the road called Bowhouse Road, numbered 30, in the parish of Alloa, on the deposited plan, in such a direction as to avoid carrying the railway over the same when so diverted, and that part of the old road for which the new road shall be substituted shall not be used as a public road, except as an access to the dock from the town of Alloa.

Notice to be given of taking houses of labouring classes.

11. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses; and the Company shall not take any such houses until they have obtained the

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certificate of a sheriff-substitute or his deputy that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

Company to procure accommodation for persons of labouring classes to be displaced.

12. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of a house which the Company are by this Act authorised to acquire, the Company shall (unless they and such person otherwise agree) procure sufficient accommodation elsewhere for such person: Provided always, that if any question shall arise as to the sufficiency of such accommodation, the same shall be determined by a justice, and the Company may, for the purpose of providing such accommodation, appropriate any lands for the time being belonging to them or which they have power to acquire, and may purchase lands by agreement, and may on any such lands erect labouring class dwellings, and may let or otherwise dispose of such lands.

Penalty imposed unless the line is opened within the time limited.

13. 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 public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railways or railway not completed, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of "The Railway and Canal Traffic Act, 1854;" and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened in the name and with the privity of the Queen's Remembrancer of the Court of Exchequer in Scotland, in the bank named 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 were prevented from completing or opening the railway 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 penalty.

14. 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 may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railways not completed, or either of them, or any portion thereof respectively, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation 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 shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court of Exchequer in Scotland thinks fit to order, on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Period for completion of works.

15. If the new railways and works by this Act authorised and herein-before described 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 new railways and works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as are then completed.

Tolls.

16. The Company may demand and take in respect of the new railways by this Act authorised such tolls and charges as they think fit, not exceeding as regards Railway No. 1 the rates of tolls and charges authorised to be taken on the existing Harbour Branch of the Stirling and Dunfermline Railway of the Company, and not exceeding as regards Railway No. 2 the rates of tolls and charges authorised to be taken on the Border Union Line of the North British Railway under "The Border Union (North British) Railways Act, 1859," as modified by the second and third sections of the Schedule (B.) to "The North British and Edinburgh and Glasgow

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Railway Companies Amalgamation Act, 1865;" and in estimating the amount of toll or charge in respect of any traffic conveyed partly on the new railways by this Act authorised and partly on any other railways of the Company, the new railways by this Act authorised and such other railways shall be deemed one railway.

Power to stop up road.

17. The Company may stop up and cause to be discontinued as a turnpike or public road or way so much of the turnpike road leading from Edinburgh to Melrose as will be rendered unnecessary by the road diversion; (that is to say,) so much of the said turnpike road as is crossed by the Hawick Railway on the level, and extends thence to opposite the north corner of the tweed warehouse of Messieurs J. and R. Morrison, and may appropriate to the purposes of the Company the portion of road so stopped up, so far as the same is bounded on both sides by lands of the Company, and may also shut up or cause to be discontinued all rights of way over any lands shown upon the deposited plans which may be taken by the Company under the powers of this Act.

Road diversion to be under the management of the corporation of Galashiels.

18. When the road diversion is completed and open for traffic it shall form part of the roads under the management of the corporation of the burgh of Galashiels under and in virtue of "The Galashiels Municipal Extension Police and Water Act, 1876," and Acts incorporated therewith, and the said Acts shall apply to the said road diversion in like manner as they apply to the portion of road for which it is substituted: Provided always, that the said bridge, with the immediate approaches, and all other necessary works connected therewith, shall be maintained in all time hereafter at the expense of the Company, and further, that the Company shall keep the other portions of the said road diversion in repair for the space of twelve months after the opening thereof for traffic.

Power to purchase lands for station purposes, &c.

19. Subject to the provisions in this Act contained, the Company may enter upon, take, and use all or any of the lands, foreshore, and property in the parish of Costorphine, in the county of Edinburgh, and in the parish of Borrowstounness, in the county of Linlithgow, which are delineated on the deposited plans and described in the deposited books of reference.

Confirming agreement with Borrowstounness trustees, &c.

20. The agreement between the Trustees of the Town and Harbour of Borrowstounness of the first part, and the Company of the second part, set forth in the First Schedule to this Act, is, subject as herein-after mentioned, hereby confirmed, and it shall be lawful for the said trustees from time to time to assign the annual payment of one hundred and fifty pounds, which by the said agreement

the Company are to make to the said trustees in all time coming, in security of any loan or loans to be made to the said trustees for behoof of the community of the town of Borrowstounness, or otherwise to mortgage or impledge the said annual payment for the like purpose; provided that no foreshore below high-water mark shall be dealt or interfered with by either of the parties to the said agreement, without the consent in writing of the Board of Trade.

Portion of Capeldrae deviation to be abandoned.

21. The Company shall abandon the construction of so much of the Capeldrae deviation as is situate between a point on the south side of the northern boundary fence of the field numbered 5, in the parish of Auchterderran, in the county of Fife, on the plans of such deviation referred to in "The North British Railway Act, 1873," and the termination of the said deviation as authorised by the said Act, so far as the same is not abandoned.

Compensation for damage to land by entry, &c. for purposes of railways abandoned.

22. The abandonment 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 the line of railway, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such lands of any of the powers contained in "The Railways Clauses Consolidation (Scotland) Act, 1845," and of the Act, 1873, or either of them.

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

23. Where before the passing of this Act any contract may have 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 the railway 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 lands; but, notwithstanding, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands 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 Consolidation (Scotland) Act, 1845," as amended by any subsequent Act for determining the amount and

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application of compensation paid for lands taken under the provisions thereof.

Agreements as to construction of Tay Bridge Railway through Dundee.

24. The magistrates and town council of Dundee, the trustees of the harbour of Dundee, the Police Commissioners of Dundee, or any of them, so far as affects any property or interest belonging to them respectively, or as relates to matters within the authority or control of any of them respectively, and the Company may from time to time enter into agreements with respect to the construction of the Tay Bridge Railway through the town of Dundee, or any part thereof, and especially with respect to the course or direction, levels, and mode of construction of such railway, but so nevertheless that no such agreement shall be held to authorise any deviation from the line and levels of the said railway beyond the limits of lateral and vertical deviation authorised by "The North British (Tay Bridge) Railway Act, 1870"; and the agreement between the said parties set forth in the Third Schedule to this Act is hereby confirmed.

Confirming agreement as to new street in lieu of Physic Gardens Street.

25. The agreement between the improvement trustees, with the consent of the town council of Edinburgh, and the City of Edinburgh Road Trust of the first part, and the Company of the second part, set forth in the Second Schedule to this Act, is hereby confirmed, and it shall be lawful for the parties thereto to carry the same into effect.

For protection of Post Office telegraphs.

26. If in the execution of the works by this Act authorised the Company desire to alter, remove, or otherwise interfere with any telegraph poles, wires, or telegraph apparatus belonging to Her Majesty's Postmaster General and not situate upon the Company's railway or works connected therewith, the following provisions for the protection of Post Office telegraphs shall apply; (that is to say,)

(Notice to be given before interfering with telegraphs.)

Before the Company alter, remove, or interfere with any such telegraph poles, wires, or telegraph apparatus, the Company shall give to the Postmaster General one calendar month's previous notice in writing of such intended alteration, removal, or other interference, specifying all requisite and proper particulars relating thereto; and if the Postmaster General shall, before the expiration of one calendar month after the service upon him of the said notice from the Company, give the Company notice of his intention so to do, he may execute at the cost of the Company, and thereafter at his own expense maintain, the works specified in the Company's notice, and such other works, substituted wires, and conveniences as may be reasonably

required for making good the telegraph poles, wires, or telegraph apparatus so required to be altered, removed, or interfered with, using all due despatch in the execution thereof, and not interfering with or obstructing the use of the railway. If at the expiration of one calendar month the Postmaster General shall not have commenced such works, then such alteration, removal, or interference may be carried out by the Company, but so as to cause no impediment or obstruction whatsoever to the due transmission of messages along such wires, or, at the option of the Postmaster General, along substituted wires to be provided by the Company at their own expense to the satisfaction in all respects of the Postmaster General:

(Compensation by Company to Postmaster General, and penalty.)

Subject to the provisions of this section, the Company shall from time to time make full compensation to Her Majesty's Postmaster General for any expense, loss, or damage which he is put to or sustains by reason of any such alteration, removal, or other interference with any telegraph post, wire, apparatus, or work of the Postmaster General causing any interruption of or impediment to postal telegraphic communication; and the Company shall, in addition to making compensation as aforesaid, be liable to forfeit a sum not exceeding twenty pounds for every twenty-four hours during which that interruption or impediment continues; the amount of any such expense, loss, damage, or forfeiture shall be a debt due from the Company to the Crown and be recoverable accordingly with costs, or the same may be recovered with costs on behalf of the Postmaster General as a penalty is recoverable from the Company.

(Saving for Telegraph Act and agreements.)

Nothing in this Act relating to Her Majesty's Postmaster General shall take away, abridge, or prejudicially affect any right, power, estate, or interest of the Postmaster General or of the Company under or by virtue of the Telegraph Act, 1868, or any agreement between the Company and the Postmaster General.

Power to make agreements as to Inverkeithing harbour.

27. The Company and the magistrates and town council of the royal burgh of Inverkeithing may from time to time enter into agreements with respect to the exercise of the powers which the said magistrates and town council possess for improving the accommodation at the harbour of Inverkeithing in relation to the railway approaches to and by the sides of the harbour, and the works and conveniences in connexion therewith, for the conveyance, shipment, and landing of goods and minerals, and in relation to the dredging and deepening of the harbour; and "The Harbours, Docks, and Piers Clauses Act, 1847," shall be deemed to be incorporated with and form part of this Act for the purposes of the exercise of all or

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any such powers; and all the provisions of Part I. of "The Railways Clauses Act, 1863," with respect to works below high-water mark, shall extend (where applicable) to any works which the Company and the magistrates and town council of Inverkeithing may construct below high-water mark of the harbour of Inverkeithing in virtue of any such agreement.

Saving rights of the Crown in the foreshore.

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

Power to advance a further sum to the town council of Burntisland.

29. The Company may advance to the town council of Burntisland such further sums as, together with the sum of eighty thousand pounds already advanced or authorised to be advanced by them to the said town council, shall not exceed the amount of one hundred and ten thousand pounds, and such further sums may be advanced upon the terms and security mentioned in the agreement of 1872, and confirmed by the Act of 1873, and shall be applied only in the completion of the dock and relative works at Burntisland.

Power to subscribe to Arbroath and Newport Railway Company.

30. The Company may contribute to the undertakings of the Arbroath and Newport Railway Companies respectively such sums of money as they think fit, not exceeding in the whole as regards the Arbroath Company, one hundred and fifty thousand pounds, and as regards the Newport Railway Company thirty thousand pounds, and those companies shall, if required by the Company, issue to the Company shares in their respective capital for any amount not exceeding the amount of the Company's contribution; and the Company may take and hold the shares so issued, but shall not have power to sell, transfer, or dispose of the same or any of them.

Power to apply existing authorised capital to purposes of this Act.

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

Power for Company to raise capital by shares or stock.

32. The Company may, subject to the provisions of Part II. of "The Companies Clauses Act, 1863," raise by the creation and issue, at their option, of ordinary shares or stock or new preference shares or stock, or wholly or partially by one or more of those modes respectively, any additional capital not exceeding in the whole the amount following; (that is to say,) with respect to any advances made by them under this Act to the town council of Burntisland, the amount of thirty thousand pounds; and with respect to their subscription to the Arbroath Company, the amount of one hundred and fifty thousand pounds; and with respect to their subscription to the Newport Railway Company, the amount of thirty thousand pounds; and with respect to the other purposes of this Act, the amount of sixty thousand pounds.

Shares or stock to form part of Company's general capital.

33. All shares or stock to be created by the Company under the authority of this Act shall, subject to the provisions of this Act, form part of the general capital of the Company.

One-fifth part of the shares to be paid on issue.

34. It shall not be lawful for the Company to issue any share to be created under the powers of this Act, nor shall any such share vest in the person accepting the same, unless and until a sum not being less than one-fifth part of the amount of such share shall have been paid up in respect thereof.

Calls.

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

Power to borrow on mortgage.

36. The Company, in addition to any sums which they are authorised to borrow under other Acts of Parliament, may from time to time borrow on mortgage, in respect of the additional capital of sixty thousand pounds by this Act authorised to be raised by shares or stock, any sums not exceeding in the whole twenty thousand pounds, but no part thereof shall be borrowed until the whole capital of sixty thousand pounds is issued and accepted, and one half thereof is paid up, and the Company have proved to the sheriff who is to certify under the forty-second section of "The Companies Clauses Consolidation (Scotland) Act, 1845," before he so certifies, that the whole of such capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share, or the whole amount in the case of stock, has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide, and is held by the persons or

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corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such sheriff of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proofs aforesaid have been given, which certificate shall be sufficient evidence thereof.

Provisions of Acts of 1876 as to appointment of a receiver or judicial factor repealed.

37. The provisions of "The North British Railway (Additional Powers) Act, 1876," and of "The North British Railway (Fife Railways) Act, 1876," authorising the appointment of a receiver or judicial factor for principal or interest moneys due upon any mortgages of the Company, are hereby repealed, but subject and without prejudice to any appointment of a receiver or judicial factor, or proceedings taken under or by virtue of such provisions, and in force or pending at the time of the passing of this Act.

Arrears may be enforced by appointment of a receiver or judicial factor.

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

Saving priority of existing mortgages.

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

Debenture stock.

40. The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863;" but, notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Power to raise the loan to town council of Burntisland by mortgage of the harbour revenues.

41. Instead of raising the sum of thirty thousand pounds by this Act authorised to be advanced on loan to the town council of Burntisland by the creation of shares or stock, the Company may, if they think fit, raise the said sum by mortgage or bond on or over the harbour and dock revenues to be paid to them, under the fifth article of the agreement of 1872, in like manner as they are by the Acts of 1873 and 1875 authorised to raise the sums of fifty thousand pounds and thirty thousand pounds therein respectively mentioned, and as if the total amount by those Acts authorised to be raised were one hundred and ten thousand pounds instead of eighty thousand pounds: Provided always, that all mortgages granted by the Company before the passing of this Act for raising the said sum of eighty thousand pounds, or any part thereof, shall during the continuance thereof have priority over all mortgages and bonds which may be granted under the powers of this Act.

Application of money raised under Act.

42. All moneys raised under this Act, whether by shares, or stock, or debenture stock, or borrowing, shall be applied for the purposes of this Act only.

Providing for consolidation of No. 3 preference stocks.

43. When the proprietors of the stocks herein-before referred to as No. 3 preference stocks, or of any two of such stocks, shall, as by this Act provided, have agreed to the conversion thereof into consolidated preference stock, the Company shall create consolidated preference stock No. 3, entitled to fixed preferential dividends as herein-after mentioned at the rate of four pounds per centum per annum, and the amount of consolidated preference stock No. 3 to be so created shall be such whereof the dividend for one year shall be equal to the aggregate amount of dividends for one year upon all the unconsolidated No. 3 preference stocks so agreed to be consolidated.

Providing for addition to consolidated preference stock No. 3 by admission of other No. 3 preference stocks.

44. If two only of the No. 3 preference stocks are in the first instance consolidated into consolidated preference stock No. 3, and afterwards the proprietors of the consolidated preference stock No. 3 created under the powers of this Act and the proprietors of the unconsolidated No. 3 preference stock agree as by this Act provided for the consolidation of such unconsolidated No. 3 preference stock with the consolidated preference stock No. 3, the Company shall increase the consolidated preference stock No. 3 by the creation of an additional amount of such stock, entitled to fixed preferential dividends at the rate of four pounds per centum per annum, and the amount of additional stock to be so created

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shall be such whereof the dividends for one year shall be equal to the aggregate amount of the dividends for one year upon the unconsolidated No. 3 preference stock so agreed to be consolidated.

What constitutes consent of proprietors of stock.

45. The consent of the proprietors of any class of unconsolidated No. 3 preference stock, or (as the case may be) of consolidated preference stock No. 3, shall be deemed to have been given to such consolidation within the meaning and subject to the provisions of this Act if not less than three fourths in value of such proprietors present, in person or by proxy, at a meeting specially convened for the purpose in the manner required by this Act, shall consent thereto.

Consolidated preference stock to have same priorities as unconsolidated preference stock.

46. The consolidation under this Act of any of the No. 3 preference stocks shall not prejudice or affect any preference or priority of any of the stocks so consolidated, but the consolidated preference stock No. 3 shall be entitled to the same preferences or priorities with respect to the payment of preference dividends as the several classes of unconsolidated No. 3 preference stock thereby consolidated were entitled to prior to the consolidation; and in the event of a deficiency of profits to pay all the preference dividends of the Company in full, the proprietors of such consolidated preference stock No. 3 shall be entitled to have applied in or towards the payment of their dividends the same proportionate amount of such profits as would have been applicable in or towards the payment of the dividends upon the said several classes of No. 3 preference stock consolidated if the consolidation thereof had not taken place, and the amount of profits so applicable shall be divided rateably amongst all the proprietors of the consolidated preference stock No. 3, according to the amount of such stock held by them respectively.

Vesting of consolidated preference stock No. 3.

47. Every person or corporation entitled to any No. 3 preference stock to be consolidated under the powers of this Act shall, for and in respect of such stock, be entitled to such an amount of the consolidated preference stock No. 3 as will yield the same amount of dividends per annum as the No. 3 preference stock to be consolidated to which such person or corporation shall be so entitled, and that amount of consolidated preference stock No. 3 shall vest in such person or corporation accordingly, and be subject to the same trusts, powers, rights, charges, and liabilities as the No. 3 preference stock in respect of which it is so vested, and so as to give effect to and not revoke any will or testamentary instrument disposing of or affecting such No. 3 preference stock.

How meeting of proprietors of unconsolidated No. 3 preference stock to be convened.

48. Every meeting of proprietors of unconsolidated No. 3 preference stock shall be convened by the secretary of the Company at the instance of the directors, or on a requisition in writing signed by proprietors of such unconsolidated No. 3 preference stock holding amongst them not less than a twentieth part of the total amount of such stock; and every such meeting of proprietors of consolidated preference stock No. 3 shall be convened by the secretary of the Company at the instance of the directors, or on a requisition in writing signed by proprietors of such consolidated preference stock No. 3 holding amongst them not less than one thousand pounds of such stock; and every such meeting shall be called by advertisement inserted in the "Edinburgh Gazette," and once in two consecutive weeks in a newspaper published in Edinburgh at least three days in the week, and also by circular addressed and sent by post to or delivered at the house of each proprietor of the stock in respect of which the meeting is to be held, not less than ten days before the holding of such meeting.

Chairman and secretary at the meeting.

49. At the meeting every director shall be entitled to be present whether he is or is not a proprietor of the stock in respect of which the meeting is held, but no person who is not a proprietor of such stock shall be entitled to vote; and the chairman of the Company shall, if present, preside at the meeting, and if he be not present one of the directors, or if there be no directors one of the proprietors, to be in either case chosen by the proprietors present, shall act as chairman; and the secretary of the Company shall, if present, act as secretary, and if absent a secretary for the occasion shall be appointed at the meeting by the proprietors present.

Voting.

50. Every proprietor of the stock in respect of which the meeting is held shall be entitled to vote in person or by proxy, and shall have one vote for every ten pounds of such stock held by him.

Consent, if given, to be recorded, and record to be conclusive evidence.

51. If the consent of not less than three fourths of the votes of the proprietors of the stock in respect of which the meeting is held, present in person or by proxy, is given to the consolidation, a minute recording that fact, and stating whether the resolution of consent to the consolidation was passed unanimously, and if not unanimously setting forth the number of votes given in favour of the resolution and the number of votes given against it, shall be made and signed by the chairman at the meeting and by the secretary at the meeting, and shall be entered in the minute book of the proceedings of the directors at their next meeting; and the minute so signed as

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aforesaid, or the copy thereof in the said minute book, shall be evidence that such consent was given.

Consolidated stock to confer rights of voting, but no other special privileges.

52. All consolidated preference stock No. 3 created under the powers of this Act shall confer upon the holders thereof respectively the same right of voting at meetings of the shareholders and other rights as are conferred by an equal amount of preference stock of any class in the capital of the Company, but not any special rights attaching to some or one only of such classes.

Saving priorities and rights of unconsolidated guaranteed and preference stocks.

53. Nothing in this Act contained shall be held or construed to alter or prejudice any class of guaranteed stock or any class of preference stock of the Company, whether specially referred to in the preamble of this Act or not, which shall not be consolidated under the powers of this Act, or the priorities, rights, or remedies of any of the proprietors of such guaranteed stocks or preference stocks.

Company may establish savings banks.

54. With respect to any savings banks to be established by the Company, the following provisions shall apply:

(1.) The Company may establish a savings bank or savings banks, with or without branches, at such of the stations on their railways as they may think fit, and may thereat receive, by way of deposit, from any of their officers, clerks, servants, workmen, or apprentices (or from the officers, clerks, servants, workmen, or apprentices of any other company working or using the undertaking of the Company), and from the husbands, wives, children, fathers, mothers, brothers or sisters, nephews or nieces, or wards being minors, of such officers, clerks, servants, workmen, or apprentices, any money at interest:

(2.) Every such deposit, with the interest thereon, shall be a charge on the net profits of the Company's undertaking next after the mortgage and other debts of the Company and the interest on their debenture stock:

(3.) Two copies of the rules of any such savings bank, and of every amendment of the same from time to time (the term amendment to include a new rule and the cancelling of a rule), under the hands of three of the directors and of the secretary of the Company, shall be sent to the Registrar of Friendly Societies (as defined by the Friendly Societies Act, 1875):

(4.) Such rules shall contain provisions—

(*a.*) For the management of the savings bank and for the chief office of the same;

(*b.*) If thought fit, for the appointment and discharge of trustees;

(*c.*) For the payment in and the withdrawal of deposits, the rate of interest thereon, and the payment of such interest;

(*d.*) For the keeping and auditing of accounts;

(*e.*) For the balancing of accounts once a year at least, and the sending, on or before the first day of (April) in every year, to the Registrar of Friendly Societies (or to the Commissioners for the Reduction of the National Debt) a general statement (to be called the annual return) of the receipts and expenditure, funds and effects, of the savings bank as audited, made out to the thirty-first day of January then last inclusively, with a copy of the auditor's report, if any;

(*f.*) For supplying every depositor on demand with a copy of the rules for the time being, at a price not exceeding sixpence, and with a copy of the annual return gratuitously;

(*g.*) For keeping a copy of the last annual return, with the auditor's report, if any, always hung up in a conspicuous place at the office of the savings bank;

(*h.*) For giving notice within fourteen days to the registrar of any change in the chief office and of the appointment of any new trustees:

(5.) The registrar, on being satisfied that the rules or that any amendment of rules of a savings bank are or is in conformity with law and with the provisions of this section, shall issue to the Company an acknowledgment of registry of such savings bank, or of such amendment of rules, which shall be conclusive evidence that such savings bank or such amendment of rules are or is duly registered:

(6.) The rules when so registered shall be binding on the Company and its officers, and on the depositors and their executors, administrators, and nominees; unless otherwise, the Company shall be deemed to be the trustees of any savings bank established by them:

(7.) Deposits may, if the rules so allow, be received from or on account of married women, and section 2 of "The Married

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Women's Property Act, 1870," shall apply to all such deposits:

(8.) Deposits may, if the rules so allow, be received from or on behalf of infants, and infants above the age of sixteen years may execute all instruments and give all acquittances necessary to be executed or given under the rules, but all instruments and acquittances relating to the deposits of infants under the age of sixteen shall be executed or made by their parents or guardians:

(9.) A depositor above the age of sixteen may, by writing under his hand sent to the office of the savings bank, nominate any person to whom his deposits not exceeding £50 shall be paid at his decease, and may from time to time in like manner revoke or vary such nomination:

(10.) The deposits not exceeding fifty pounds of a person who dies intestate and without having made any nomination under this Act which remains unrevoked at his death may be paid without confirmation, or in England without letters of administration, to the person who appears to the trustees, or a majority of the trustees, upon such evidence as they may deem satisfactory, to be entitled by law to receive the same:

(11.) Sections 9, 10, 44, 45, 46, 47, 48, and 49 of the Act of the twenty-sixth and twenty-seventh Victoria, chapter eighty-seven, to consolidate and amend the laws relating to savings banks as amended by "The Savings Bank Barrister Act, 1876," shall apply to every savings bank herein mentioned:

(12.) If the trustees or officers of a savings bank fail to give any notice, send any document or return, or to do anything which the savings bank is hereby required to do, or make a return or wilfully furnish information to the registrar in any respect false or insufficient, or otherwise act contrary to the provisions of this section, they shall be liable to a penalty not exceeding five pounds, recoverable at the suit of any person aggrieved, or of the chief or any assistant registrar of friendly societies, in a court of summary jurisdiction and in manner directed by the Summary Jurisdiction Acts as defined respectively in "The Friendly Societies Act, 1875:"

(13.) Section 39 of "The Friendly Societies Act, 1875," shall apply to any instrument or document, copy or extract of

an instrument or document, to be executed or issued by a registrar for the purposes of this section. A copy of the rules under the seal of the Company shall also be evidence of such rules:

(14.) The following fees shall be payable to the registrar for matters to be transacted under the provisions of this section, and shall be paid by such registrar into the receipt of Her Majesty's Exchequer:

	£	s.	d.
For the acknowledgment of registry of a savings bank and of every amendment of rules of the same - - - -	1	1	0
For the determination of a registrar on a dispute - - - - -	1	1	0
And if more than one hearing or adjournment become necessary, then £1 1*s.* more for every hearing after the first and for every adjournment.			
For every document required to be signed by a registrar or to bear the seal of the Central Office, (as defined by "The Friendly Societies Act, 1875,") not chargeable with any other fee to the registrar - - -	0	2	6
For every inspection on the same day of documents (whether one or more) in the custody of the registrar relating to one and the same savings bank - - -	0	1	0
For every copy or extract of any document in the custody of the registrar not exceeding two hundred and sixteen words -	0	15	0
And if exceeding that number, 4*d.* per folio of seventy-two words (in addition to the fee, if any, for the signature of a registrar or seal of the Central Office).			

Interest not to be paid on calls paid up.

55. The Company shall not, out of any money by this or any other Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation (Scotland) Act, 1845."

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

56. The Company shall not, out of any money by this or any other Act authorised to be raised, pay or deposit any sum which, by

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any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

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

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

Expenses of Act.

58. 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 to which the foregoing Act refers.

THE FIRST SCHEDULE.

AGREEMENT between the Trustees of the Town and Harbour of Borrowstounness of the first part, and the North British Railway Company of the second part.

IT is contracted and agreed upon between the Trustees of the Town and Harbour of Borrowstounness, acting under the Borrowstounness Town and Harbour Act of 1875, 38 and 39 Vict. c. 137., for themselves as such, and as individuals, and also as representing and on behalf of the community of the town of Borrowstounness, and otherwise, of the first part, herein-after called the first parties, and the North British Railway Company, incorporated by Act of Parliament, of the second part, herein-after called the second parties, in manner following; that is to say,

Whereas when the Slamannan and Borrowstounness Railway was constructed the Monkland Railways Company, by the orders of the Admiralty, constructed upon their, the railway company's, property at Borrowstounness a promenade or parade for the use of the inhabitants of Borrowstounness, with three level crossings over the railway, giving them access thereto, and three flights of steps leading from the promenade or parade to the foot of the sea wall or embankment, for the purpose of giving the inhabitants access to the beach or foreshore, and which promenade or parade, level crossings, and steps have all since been used and possessed by said inhabitants:

And whereas the second parties who are now in right of the undertaking of and represent the said Monkland Railways Company are promoting a Bill in the present session of Parliament for the purpose inter alia of obtaining power to acquire for the purposes of their undertaking the said promenade or parade and steps, and the foreshore or beach lying adjacent to such promenade or parade, and numbered $\frac{1}{1}$, in the parish of Borrowstounness and county of Linlithgow, on the parliamentary plans deposited in connexion with said Bill:

And whereas the second parties, in case they should not be able to obtain powers to acquire said promenade or parade, and steps and foreshore, are by said Bill seeking power to construct a bridge for foot passengers over the railway at Borrowstounness for the purpose of doing away with the level crossings there: And whereas the parties hereto have agreed as follows, videlicet:

1. The first parties agree to sell, and the second parties agree to purchase, upon the terms and conditions after mentioned, all right, title, and interest which they the first parties, for themselves and as representing and on behalf of the community of Borrowstounness, have in and to the said promenade or parade, and steps and foreshore, and the first parties do hereby renounce and discharge and convey to and in favour of the said parties and their successors

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all right the public may have to use the said promenade or parade, and steps and foreshore, and the three level crossings leading thereto, and all other right, if any, which the first parties or the public may have in or to said promenade or parade, and steps and foreshore.

2. In respect of the alienation of the rights and privileges of said community in said promenade or parade, and steps and foreshore, and the discharge of the right of the public to use the same, and the three level crossings leading thereto, it will not be necessary for the second parties to construct any bridge, and the first parties hereby agree to the part of the second parties Bill which relates to the construction of a bridge for foot passengers being withdrawn or abandoned.

3. The purchase price of the public rights thus acquired by the second parties from the first parties in and to the said promenade or parade, and steps and foreshore, and other rights foresaid, shall be an annual payment in all time coming by the second parties and their successors to the first parties and their successors in office, for and on behalf of said community, and to the assigneesof the first parties or of their successors in office, of one hundred and fifty pounds sterling per annum, commencing at the date the second parties shall commence to occupy the said promenade or parade, and payable in all time coming at the terms of Whitsunday and Martinmas in each year by equal portions, with interest at the rate of five pounds per centum per annum upon each terms, payments from and after date the same shall fall due until paid, and the second parties bind and oblige themselves and their successors to make payment to the first parties and their foresaids of said annual payment and interest accordingly; and it is hereby provided that the first parties shall, if the second parties or their foresaids shall at any time hereafter consider the same necessary, grant in favour of the second parties a formal discharge, renunciation, and conveyance of their, the first parties and the said inhabitants, rights in and to said promenade or parade, three level crossings, foreshore, and others foresaid, containing the terms and conditions mentioned in this agreement, so far as applicable to said promenade or parade, and foreshore, level crossings, and others foresaid, at the expense of the second parties; and it is hereby also provided that the second parties shall not be entitled to close or remove any of said crossings or steps, or prevent the public using them, or the said promenade or foreshore, or the said second parties be relieved of any of their obligations thereanent as to maintenance or otherwise, aye and until they, the second parties, take possession of the said promenade or parade, when the liability to pay said annual payment shall commence, but the period of which possession or occupation thereof by said second parties shall not be later than the term of Whitsunday 1878.

4. That an iron rail-fence on the south side of the line of railway adjoining the Borrowstounness passenger station, such as is there at present, shall be maintained by the second parties and their successors in all time coming.

5. The second parties or their foresaids shall not erect a locomotive workshop or creosote work on the said promenade or foreshore.

6. The drainage of the town of Borrowstounness shall, in so far as it passes through the said promenade or parade to the foreshore, be by the second parties, in their operations upon said promenade or parade and foreshore, preserved, extended, and maintained.

7. The reclamation line shown on the said parliamentary plan, and also shown upon the plan annexed and subscribed as relative hereto, shall not be carried eastward of the point marked A upon the plan annexed, and subscribed as relative hereto, and in respect that the foreshore may be reclaimed ex adverso of the bridge under the second parties railway, to the west of the police station at Borrowstounness, which bridge gives access to the inhabitants of Bo'ness to the seashore, and also an access to land patients from ships in the roads for the hospital near said bridge, the said first parties or the local authorities of Bo'ness shall have right of access or way over said piece of foreshore so to be reclaimed, lying to the north of said bridge, and between it and the boundary or reclaiming wall of the Firth of Forth at high-water mark there.

8. This agreement is contingent upon the same being approved of by Parliament in the present or the next ensuing session of Parliament; and, further, the second parties agree to insert in their said Bill in this or in a Bill in the ensuing session of Parliament, authorising the first parties and their foresaids to assign said annual payment of one hundred and fifty pounds sterling in security of any loan or loans of money to be made to the said first parties for behoof of their constituents, or otherwise to mortgage or impledge the same for debt for the like purpose; and the parties hereby declare this agreement to be made subject to such alterations as Parliament may think fit to make thereon; and the parties consent to the registration hereof for preservation and execution.

In witness whereof these presents, written upon this and the three preceding pages by Peter Cameron, clerk to Adam Johnstone, solicitor to the said North British Railway Company, Edinburgh, are, along with a duplicate hereof, subscribed by Robert Young, number one hundred and seven, Buchanan Street, Glasgow, and Alexander Harvie, number sixteen, Elmbank Crescent, Glasgow, two of the directors; and George Bradley Wieland, secretary of the said North British Railway Company, and sealed with the corporate seal of said Company; all at Edinburgh, upon twenty-ninth day of March in the year eighteen hundred and seventy-seven, before these witnesses, John Martin and William Fulton Jackson, both clerks in the head office, Edinburgh, of the said North British Railway Company, and are also subscribed by John Marshall, manufacturer, William McNay, manufacturer, James Arkley, baker, William Miller, saddler, and John Johnston, merchant, all residing in Borrowstounness, being five and a quorum of the Trustees of the Town and Harbour of Borrowstounness, all at Borrowstounness, upon the fifth day of April in the year last mentioned, before these witnesses, William Paul and George Snedden, both clerks to Robert James Jamieson, solicitor and town clerk, Borrowstounness.

(Signed)	Jno. Martin, Witness.	(Signed)	Robert Young, Director.
„	W. F. Jackson, Witness.	„	Alex. Harvie, Director.
		„	G. B. Wieland, Secretary.
	(L.S.)	„	John Marshall, Chairman.
		„	William M'Nay, Trustee.
„	Wm. Paul, Witness.	„	James Arkley, Trustee.
„	Geo. Snedden, Witness.	„	William Miller, Trustee.
		„	John Johnston, Trustee.

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THE SECOND SCHEDULE.

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

IT is contracted and agreed upon between parties following, viz.: The Lord Provost, Magistrates, and Council of the city of Edinburgh, as representing the community of the said city, and also as Governors of the Trinity Hospital of the said city (herein-after called the "Town Council"), of the first part, the trustees under "The Edinburgh Improvement Act, 1867," (herein-after called "the Improvement Trustees,") of the second part, the Trustees of the city of Edinburgh district of roads, acting under "The Edinburgh Roads and Streets Act, 1862," (herein-after called the City Road Trustees,) of the third part, and the North British Railway Company, incorporated by Act of Parliament (herein-after called "the Company"), of the fourth part, in manner following; (that is to say,)

Whereas by agreement, dated 25th and 26th June 1872 (herein-after called "the Agreement of 1872"), entered into between the Town Council of the first part, the Improvement Trustees of the second part, the City Road Trustees of the third part, and the Company of the fourth part, it was (inter alia) agreed as follows, viz.:

First. That the powers proposed to be taken by the Company by the said Bill for the compulsory acquisition of property adjoining or near to North Bridge shall be and is hereby agreed to be limited to property situated to the north of the southern boundary of the site of the new street proposed to be substituted for Physic Gardens Street, and shown hatched with blue on a plan prepared by Mr. David Crawfurd Proudfoot, surveyor of the City Road Trustees, and subscribed by the parties as relative hereto, but excepting always from the said powers of compulsory purchase the property scheduled by the Improvement Trustees immediately to the west of the North Bridge, and marked No. 4 of area A on the parliamentary plan referred to in the said Edinburgh Improvement Act, 1867, which property is so scheduled and marked, and shall be acquired by the Improvement Trustees and retained by them for the purposes of the said Act, excepting such portion thereof as may be necessary for the formation of an entrance to the Company's station, and which portion shall be sold by the Improvement Trustees to the Company, subject to such arrangements as may be agreed upon between them.

Second. That before the Company shall shut up, appropriate, or interfere with the streets known as Physic Gardens and Low Market Street, they shall form the said new street not less than thirty-five feet in width on the line and at the levels and in the way and manner shown on the said plan prepared by the said David Crawfurd Proudfoot, and the said new street shall be formed with a carriageway, and a footpath on each side thereof of six feet in width, the carriageway to be paved with granite blocks three inches in width,

and the footpaths to be laid with the best Craigleith pavement, and the said new street shall be formed and completed at the sight and to the satisfaction of the city superintendent, the architects of the Improvement Trustees, and the surveyor of the City Road Trustees, all for the time being; and after the said new street shall have been so formed and completed, the solum thereof shall belong to the Town Council, but the management and maintenance thereof shall be devolved upon and be assumed by the City Road Trustees, who shall have all the rights and powers in reference thereto which at present they have in reference to the streets of Physic Gardens and Low Market Street.

Third. That without prejudice to the immediately preceding article, and after the plans and specifications and a tender for the works obtained by public competition shall have been approved of by the Improvement Trustees and the Company, and by the City Road Trustees in so far as the roadway is concerned, or, in case of difference, by James Leslie, civil engineer, Edinburgh, the said Improvement Trustees shall be entitled to form such new street, or such portion thereof as they think proper, in the manner and agreeably to what is provided in the immediately preceding article, and subject to the conditions therein, and shall also be entitled to build such retaining walls and to execute such other works in connexion with the said new street as may be necessary to enable them to proceed with their said contemplated operations, and the expenses so incurred by the said Improvement Trustees, as the same shall be certified by their architects for the time, or one or other of them, shall be repaid by the Company.

Fourth. That so soon as the said new street shall have been completed in terms of Article 2nd or Article 3rd hereof, the same shall thereupon be accepted in lieu of the streets known as Physic Gardens and Low Market Street, up to the west side of the North Bridge, and the solum of the said Physic Gardens and Low Market Street, up to the west side of the North Bridge as aforesaid, shall thereupon become the absolute property of the Company.

Fifth. That the Company shall have access from the said new street to their station, and the access thereto from Waverley Bridge by the west end of Market Street shall be regulated by existing agreements and Acts of Parliament; but when and so soon as the Company acquire by purchase from the Improvement Trustees the under-tenement of Jeffrey Street, fronting Low Market Street, the site of such last-mentioned street ex adverso of the tenements so acquired, as coloured blue on the said plan, shall become the absolute property of the Company.

Sixth. That where the Improvement Trustees and the Company have both scheduled the same properties, lying partly to the south and partly to the north of the black line marked AB on the said plan prepared by the said David Crawfurd Proudfoot, the acquisition of such properties shall be negotiated by the Improvement Trustees, and the purchase money thereof shall be allocated between and be borne by the Improvement Trustees and the Company in such way and manner as may be agreed upon between them, or, failing such agreement, as may be fixed by Mr. William Waterston, builder in Edinburgh, who shall also be entitled to assess and fix the amount of depreciation (if any) in the value of the ground belonging to the Improvement Trustees

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consequent upon the operations, and the Company shall be bound to pay to the Improvement Trustees the amount of the depreciation (if any).

Seventh. That any new or additional accesses which may be formed by the Company to their passenger station from the north or south end of the North Bridge, or from the proposed new street, or from Jeffrey Street, shall be formed in conformity with plans and elevations to be previously submitted to and approved of by the Town Council.

Eighth. That no buildings shall be erected on the ground lying to the north of the site of the new street proposed to be substituted for Physic Gardens Street, except in conformity with elevations to be previously submitted to and approved of by the architects for the time being of the Improvement Trustees, whom failing, by the city superintendent for the time being: Provided always, that in no case shall the height of the said buildings exceed fifty feet from the level of the street floor in the said new street to the eave of the roof, and no chimney other than that of an ordinary house fire shall be formed in any building to be erected on the said ground, except that any furnaces in the said buildings that may be required for steam cranes or other railway purposes shall be previously approved of by the magistrates and council; and the foresaid restriction shall and may be enforced and made effectual at the instance of the Town Council or of any one or more of the proprietors or householders within the municipal bounds of the city of Edinburgh:

Which agreement was scheduled to and confirmed by "The North British Railway Act, 1872:"

And whereas the whole property referred to in said agreement has been or is in course of being purchased partly by the Improvement Trustees and partly by the Company, and it is right and proper that the portion which should be apportioned to and belong to each party, and the cost thereof, should be fixed and ascertained and settled between the parties:

And whereas the Company, in place of constructing in the line specified in said agreement the street which was to be constructed by them as therein mentioned, have proposed to construct the same in a line further to the south as herein-after mentioned:

And whereas it has been proposed to modify the provisions of Article 8th of said agreement, and to make certain other alterations on said agreement consequent upon the change of line of said street, all as herein more particularly after mentioned:

And whereas by agreement, dated 27th March and 12th April 1866 (hereafter called "the Agreement of April 1866"), entered into between the Town Council of the first part, and the Company of the second part, it was (inter alia) agreed as follows, viz.:

"Eleventh. In respect the proposed market is unfitted for the wholesale
" fish market which is accommodated in the present fruit and vegetable
" market, the Company shall give a small segment off the circular corner of
" the station ground adjoining to the present cab entrance at Market Street
" (such segment not to exceed twelve feet at its greatest breadth) for the
" purpose of being added to and improving the line of Market Street; and
" such segment being so given off the Company shall erect a retaining wall
" enclosing the unoccupied ground on the opposite side of the street, all as

" shown on the said plan subscribed by the parties with reference hereto, and " the Company shall also level up the space between such retaining wall and " the existing approach to the fish market, so as to provide a space on which " the wholesale fish market may be held," and which agreement was scheduled to and confirmed by " The North British Railway (New Works) Act, 1866 :"

And whereas by agreement, dated 26th and 27th September 1866 (hereafter called " the Agreement of September 1866 "), entered into between the Town Council of the first part, and the Company of the second part, it was (inter alia) agreed as follows, viz. : " Tertio. That instead of the segment (not " exceeding twelve feet at its greatest breadth) which by Article Eleventh of " the said deed of agreement the Company undertook to give off the circular " corner of the station ground adjoining the present cab entrance at Market " Street, for the purpose of being added to and improving the line of Market " Street, the Company agree and undertake to give off for the foresaid pur- " pose a triangular piece of ground (eighteen feet at its greatest breadth) " extending westwards along Market Street from the said cab entrance, as " delineated and coloured green on the plan subscribed with reference hereto, " and the Company shall be bound to erect a retaining wall along the north " side of the said strip, and to fill up or embank to the level of Market Street " the space between the said retaining wall and the present line of said street, " all at the sight and to the satisfaction of the city architect for the time ; " and the said retaining wall shall be constructed and embankment formed, " and the strip added to Market Street, in no event later than the first day of " March eighteen hundred and sixty-eight :"

And whereas it has been agreed to alter and vary the agreements of April and September 1866 in so far as quoted herein, and also the line of said street marked I on said parliamentary plan in terms of Articles 8 and 9 of this agreement : Therefore the whole parties hereto agree as follows, viz. :

1. That the whole property situated between the south boundary line of the street which the Company were to construct under the agreement of 1872, and Physic Gardens having now been purchased and acquired by the Improvement Trustees and the Company, or is in course of being purchased and acquired by the Company, namely, the Company having purchased or being previously proprietors of the following portions, viz., (1) 2,158 square yards of the subjects extending to 2,348 square yards, called Ireland's woodyard, and other subjects which the Company have purchased from the Town Council, but which have not yet been conveyed to the Company, the remainder of said 2,348 square yards, viz., 190 square yards having been purchased by the Improvement Trustees for the purpose of being added to the width of the street formerly called Leith Wynd, now called Cranston Street, and that without any price or compensation being paid therefor by the Town Council, but which has not yet been conveyed to them ; (2) certain subjects in Old Physic Gardens which the Company purchased from the factor and commissioner of Charles William Campbell, captain in the Second Regiment of Bengal Cavalry, then at Bareilly, in the Presidency of Bengal, and in which the Company are vested, and certain

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other subjects in Old Physic Gardens marked No. 16 on the parliamentary plan and book of reference referred to in said "North British Railway Act, 1872," which the Company are in course of acquiring; and (3) subjects in Chapels Court which belonged to the Company and which they sold to the Improvement Trustees, but the price not having been paid no conveyance was granted to the Improvement Trustees, and these subjects are therefore still held by the Company, and the Improvement Trustees being proprietors of the remainder of the subjects situated between the said boundary line and Physic Gardens, except the subjects which the Company are in course of acquiring as aforesaid, it is hereby agreed that the whole of said property shall be apportioned and divided between the Company and the Improvement Trustees as follows, viz., the portion thereof extending to 190 square yards imperial measure, and delineated and coloured green upon the plan marked A. annexed and subscribed as relative thereto (being part of the said property called Ireland's woodyard, and other subjects purchased by the Company and the Improvement Trustees from the Town Council), shall belong to the Improvement Trustees, and the remainder of the property situated to the north of said boundary line shall belong to the Company.

2. That the price or value of the property belonging to the Improvement Trustees as aforesaid, and which is to belong to the Company under Article First hereof, is hereby fixed at the sum of £10,377, but which sum does not include the expense of purchase and incidental thereto, which expense is hereby agreed and fixed at the sum of £778 5*s.* 6*d.*, being 7½ per cent. on the said sum of £10,377; and it is hereby agreed that the interest which shall be payable by the Company to the Improvement Trustees upon said price or value and expense up to Martinmas 1876 shall be £550, and the said price and expense shall bear interest thereafter at 5 per centum per annum until paid; and it is hereby provided that upon the Company making payment to the Improvement Trustees of said price or value and expense and interest, the Improvement Trustees shall grant and execute in favour of the Company a valid conveyance of the property in respect of which said price or value and expense and interest is payable, but the expense of said conveyance shall be borne by the Company.

3. Whereas in the agreement for the purchase by the Company and the Improvement Trustees from the Town Council of Ireland's woodyard, and other subjects foresaid, it was agreed that the price should be £7,000, of which £6,200 should be paid by the Company for the 2,158 square yards taken by them, and £800 by the Improvement Trustees for the 190 square yards taken by them, or in such other proportions as those two parties might agree among themselves, and that all rents drawn by either party should be retained by such party: It is therefore now agreed that the proportions of the said price of £7,000 shall be as follows, viz., the proportion payable by the Company to the Town Council for the said 2,158 square yards shall be £6,392, and the proportion of said price payable by the Improvement Trustees to the Town

Council for said 190 square yards shall be £608, with interest at the rate of 5 per centum per annum upon said respective proportions from Martinmas 1876 until paid.

4. In place of the Company forming the street which they were bound to construct under the agreement of 1872, in the line and levels shown upon the plan referred to in the said agreement, the whole parties hereto hereby agree to the same being formed further to the south, in the line shown upon the said plan marked A. annexed and subscribed as relative hereto, but said deviated street shall otherwise be formed in every respect in the manner, on the terms, conditions, and obligations, and all and otherwise as provided by said agreement with regard to the street therein agreed to be made by the Company; and after the said deviated street shall have been so formed and completed, the solum thereof shall belong to the Town Council, but the management and maintenance of the carriageway of said street shall be devolved upon and be assumed by the City Road Trustees, who shall have all the rights and powers in reference thereto which at the date of said agreement they had in reference to the streets of Physic Gardens and Low Market Street; and upon the said deviated street being so formed and completed, the Company shall have right to the solum of the said Physic Gardens and Low Market Street, as specified in Article 4 of said agreement, and all the other rights and powers they would have had under said agreement had the street been formed in the line mentioned or referred to in said agreement.

5. In order to enable the Company to form said deviated street, the Improvement Trustees hereby agree to sell, and the Company hereby agree to purchase, the ground between the south boundary of the property referred to in Article First hereof and the north side of Jeffrey Street, and that at the price of £3,000, payable as at Martinmas 1876, with interest thereafter at 5 per cent. per annum until paid, which price includes all expense and other charges in respect of said property, and upon payment of said price and interest the Improvement Trustees shall grant to the Company a valid conveyance of the property referred to in this article, but the expense of said conveyance shall be borne by the Company.

6. The Improvement Trustees hereby agree to sell, and the Company agree to purchase, the property on the west side of the North Bridge situated between the retaining wall of Jeffrey Street and Low Market Street, extending to 193 square yards or thereby, and delineated and coloured pink upon the plan marked B. annexed and subscribed as relative hereto, and that at the price of £482 10*s.*, being at the rate of £2 10*s.* per square yard, which price includes all expense and other charges in respect of said property, with entry at Whitsunday 1877, when said price shall be payable, with interest thereon at the rate of 5 per centum per annum thereafter until paid; and upon payment of said price, the Improvement Trustees shall grant to the Company a valid conveyance, but under the real burdens that the Company shall not erect upon the ground specified in this article any buildings above the finished

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level of the continuation of Jeffrey Street opposite the same, nor shall they erect chimneys within 30 feet of said ground.

7. With reference to the condition in Article 8 of the agreement of 1872 as regards the height of buildings to be erected by the Company, they, the Company, hereby modify the same and agree that all buildings which they shall erect on the ground north of the said deviated street shall not exceed in height the finished level of the carriageway of Jeffrey Street opposite such buildings, and they further agree not to erect any chimney in front of said diverted street nearer than thirty feet therefrom, and which provisions shall be created real burdens in the disposition to be granted by the Town Council and the Improvement Trustees to the Company.

8. With reference to the agreements of April 1866 and September 1866, and to the parliamentary powers of the Improvement Trustees to form said street marked I on their parliamentary plans, which street is now in course of formation and is called Jeffrey Street, the Company hereby agree at their expense to remove that portion of their retaining wall bounding their station with Market Street at the entrance thereto, and shown by a strong red dotted line on the said plan marked B. annexed, and subscribed as relative hereto, and to erect another retaining wall to the north thereof, and on the line marked A, B, and C on said plan marked B., and that in lieu and place of the retaining wall which the Company under agreement of September 1866 is bound to erect, and which is shown on said plan marked B. by the black dotted line; and upon the construction of the retaining wall hereby provided for, it is hereby agreed that the other stipulations in Article 11 of the agreement of April 1866 and Article 3 of the agreement of September 1866, hereinbefore quoted, shall, in consequence of the change of the plans as hereby provided, be and are hereby departed from and discharged.

9. That in respect of the obligations devolving upon the Company by Article 8 hereof, and in respect of the segment of ground which by the operations mentioned in Article 8 will be thrown into Market Street (the continuation of Jeffrey Street) for the straightening thereof, it is hereby provided that the Company shall receive free of price the area of ground situated on the north side of Market Street, as the same is delineated and tinted green on said plan marked B., and marked thereon with the letters D, E, F, G.

10. It is hereby declared with reference to Article 5 of the agreement of 1872, before quoted, that the portion of Low Market Street hatched blue upon the said plan marked B. shall also become the absolute property of the Company, in addition to the portion of said street, ex adverso of the tenements mentioned in Article 5 of the said agreement of 1872: Declaring always, as it is hereby provided and declared with respect to the drains or common sewers at present passing through any lands or property forming the subject of this agreement, that the Town Council shall, by themselves or their engineer, or others instructed by them, have access at all times when necessary for the purposes of repairing, renewing, cleaning, or clearing such drains or sewers, and that without

compensation; and, further, the Company in erecting any buildings upon said lands or property shall do so in such a manner as not to injure any of the said sewers or drains, and shall also erect such arches or other works for their present and future protection as the burgh engineer shall deem necessary.

11. It is hereby provided and agreed that all the agreements herein-before mentioned, in so far as in force at the first date of this agreement, shall remain in full force and effect, except in so far as the same are by this agreement altered and modified.

12. That on completion of this agreement by all the parties hereto the same shall be scheduled to and confirmed by an Act of Parliament, to be obtained by the Company in the present session of Parliament, 1877-78, or the session following the completion of this agreement, but shall be subject to such alterations as Parliament may think fit to make therein

13. The expense of negotiating and completing this agreement and incident thereto, and also of carrying the same into effect, shall be borne by the Company, who shall also defray the whole expense which may be incurred by the parties in having the agreement confirmed by Parliament.

14. In the event of any question or difference arising between the several parties hereto, or any of them, in regard to the true meaning and effect of these presents, or any article or clause thereof, the same is hereby referred to the Solicitor General for the time being, whom failing, to the Dean of Faculty of Advocates for the time, whose decision thereon shall be final and conclusive and binding on all of the said parties, and shall not be subject to review in any court of law whatever; and

Lastly. The whole parties hereto bind and oblige themselves to implement their respective parts of the premises to each other under the penalty of £1,000 sterling over and above performance, and they consent to registration for preservation and execution.

In witness thereof these presents, written upon this and the seven preceding pages by William Douglas Smart, apprentice to John Knox Crawford, solicitor before the Supreme Courts of Scotland, Edinburgh, are, together with the marginal additions on pages fourth, fifth, and sixth hereof, also written by the said William Douglas Smart, and under the declaration that the word "eighteen" occurring on the twenty-ninth line, counting from the top of page third hereof, and the words "with absolute warrandice," occurring on the twenty-fifth line, counting from the top of page fifth hereof, were all deleted before subscription, and also that the word "present" occurring in the thirty-ninth line, counting from the top of page seventh hereof, was written on an erasure before subscription, executed by the parties hereto all at Edinburgh, as follows, videlicet, by the said Improvement Trustees on the thirteenth day of February in the year eighteen hundred and seventy-seven, at a meeting of the said trustees, and then and there signed or subscribed in terms of the said Edinburgh Improvement Act, 1867, by the Right Honourable Sir James Falshaw, Baronet, Lord Provost of the city of Edinburgh, the preces of said

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meeting, and the said John Knox Crawford, the clerk of the said trustees, before these witnesses, William Nevay Masterton, clerk to the said John Knox Crawford, and the said William Douglas Smart; by the said the Right Honourable Sir James Falshaw, Baronet, Lord Provost of the city of Edinburgh, and William Skinner, town clerk, for and on behalf of the remanent members of the Town Council, present in council upon the said thirteenth day of February and year last mentioned, before these witnesses, Thomas Clark and Charles Scott Dow, both clerks to the said William Skinner; by Sir George Warrender, of Lochend, Baronet, and William Duncan, residing in Abercromby Place, Edinburgh, clerk to said City Road Trustees, for and on behalf of the said City Road Trustees, upon the nineteenth day of the said month of February and year last mentioned, before these witnesses, Alexander Macnair, treasurer to the said City Road Trustees, and David Paterson, clerk to the said William Duncan; and by George Robertson, writer to the signet, Edinburgh, and William Muir, merchant, Leith, two of the directors, and George Bradley Wieland, secretary of the said Company, and sealed with the corporate seal of said Company, all upon the first day of March and year last mentioned, before these witnesses, James Fergusson and John Martin, both clerks in the head office, Edinburgh, of the said Company.

W. N. Masterton, Witness.
W. D. Smart, Witness.
Thos. Clark, Witness.
C. Scott Dow, Witness.
David Paterson, Witness.
A. Macnair, Witness.
J. Fergusson, Witness.
Jno. Martin, Witness.

James Falshaw, Lord Provost.
Wm. Skinner, Town Clerk.
James Falshaw, Lord Provost.
J. Knox Crawford.
G. Warrender.
Wm. Duncan.
Geo. Robertson, Director.
William Muir, Director.
G. B. Wieland, Secretary.

The Company's Seal.

THE THIRD SCHEDULE.

Agreement between the Magistrates and Town Council of the Royal Burgh of Dundee of the first part, the Trustees of the Harbour of Dundee of the second part, the North British Railway Company of the third part, and the Commissioners of Police of the Burgh of Dundee, and their Clerk, of the fourth part.

Whereas the third parties are constructing the railways and other works authorised by "The North British Railway (Tay Bridge and Railways) Act,

1870," and the first parties are in the course of completing an esplanade or public footways and road or street in the neighbourhood of certain of the works authorised by the said Act: And whereas the second parties are owners of the harbour of Dundee, including the ferry, piers, and harbour: And whereas improvements have been suggested on the works and properties of the said Tay Bridge Railways affecting the said esplanade and street, and also on certain of the second parties ferry property, and the whole parties hereto have now agreed in manner underwritten; that is to say, they hereby agree as follows:

First. To give greater light and accommodation to the third parties for their works authorised by the foresaid Tay Bridge and Railways Act, all the parties agree that the foresaid esplanade or footways (herein-after called esplanade), and public road or street (herein-after called street), including the junctions thereof with South Union Street, be thrown further south, and be made on and over the lands and according to the lines delineated and coloured red upon the plan prepared by David Cunningham, harbour engineer of Dundee, and signed as relative hereto, declaring that the esplanade and street so altered and thrown farther south shall, as regards the lands, subjects, and others acquired by the third parties from the first parties by disposition bearing date the 7th May 1874 and recorded, with warrant of registration thereon, in the division of the general register of sasines applicable to the county of Forfar, the 4th August 1874, be still carried by the said third parties by a bridge and otherwise over such works of theirs as may be constructed on said lands, subjects, and others, in so far as the said esplanade and street as now altered may pass over or on any part of said lands, subjects, and others, and that the said third parties shall make and finish, at their own cost, the said altered esplanade and street as indicated by the red lines on the said plan, and suitable and fit for the purposes thereof, and the relative continuation of Union Street, as bounded by the red lines shown on the said plan, and all to the satisfaction of the first parties or the town architect of Dundee for the time.

Second. In respect of the first part of this agreement, and that the said esplanade and street will be now made over and on a portion of the ferry property belonging to the second parties, who hereby dedicate and agree to convey the same for such purpose accordingly, and, further, that certain alterations must in consequence now be made on their ferry property by the second parties, as indicated on the said plan, the said third parties shall pay to the second parties the sum of £8,500 at the term of Martinmas 1877.

Third. The said first and second parties, in furtherance of this agreement, also agree as follows, viz., the first parties agree to convey to the second parties, who hereby agree to purchase from the first parties, all and whole that portion of the lands acquired by the first parties, delineated and coloured blue on the said plan prepared by the said David Cunningham and extending to 87 poles 12 yards or thereby, with the right to use the bulwark or sea wall upon which the said lands abut for all ferry and harbour purposes, including support of slips, piers, and other landing-places, so far as the first parties can grant such right: Providing also, that the said lands so to be acquired shall have free ish and entry to and from the foresaid esplanade in so far and to such extent as

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such lands may not be used for ferry or harbour purposes, but by one access only to lead across the esplanade to the public street beyond, and such access across the esplanade shall be formed and fenced for the public safety at the expense of the second parties as may be directed or approved of by the first parties. The price to be paid by the said second parties to the said first parties for the said lands so to be acquired shall be £7,291 7*s.* 9*d.*, and this price shall be payable at Martinmas 1877, which shall be the term of entry, and the said second parties shall be bound to free and relieve the first parties of the obligation of keeping up the sea wall to the extent of the front of said piece of ground hereby agreed to be sold.

Fourth. In so far as this agreement may not be authorised or sanctioned by Parliament in the present session, application shall be made in the following session for confirmation of the same, and the parties hereto respectively bind and oblige themselves to use every endeavour to obtain such sanction; and, farther, this agreement is dependent upon the sanction of Parliament, and is made subject to such alterations as Parliament may think fit to make thereon, but if the Committee on the Bill make any material alteration on this agreement it shall be competent to any party thereto to withdraw the same.

Fifth. The cost and expense of and attending this agreement, and parliamentary sanction thereto or confirmation thereof, shall be borne and paid by the third parties.

Sixth. All parties agree and bind themselves to implement and perform these presents each to the other fully and in good faith. In witness whereof these presents, written on this and the three preceding pages of stamped paper by George Stewart, junior, clerk to Pattullo and Thornton, solicitors in Dundee, are duly executed as follows, viz., the same are subscribed by William Robertson, provost, and James Allan, a member of the Town Council of Dundee, and convener of the property committee of the Town Council of Dundee, both as duly authorised by and on behalf of the Magistrates and Town Council of the Burgh of Dundee, at Dundee, on the 18th day of May 1877 years, before these witnesses, William Hay, town clerk of Dundee, and David Laing, his clerk; and the same are also subscribed by Harry Walker, manufacturer in Dundee, convener of the finance and rights committee of the said the Trustees of the Harbour of Dundee, and William Gordon Thomson, engineer in Dundee, convener of the works committee of said trustees, both on behalf of and as duly authorised by the said trustees; and the same are also subscribed by William Thoms, clerk to the said trustees, and the corporate seal of the trustees duly affixed thereto, all duly and regularly, and at Dundee, on the twenty-first day of May and year last mentioned, before these witnesses, Alexander Edward Gray, clerk to the said William Thoms, and Robert Archibald, messenger to the said trustees; and the same are also subscribed by and on behalf of the said the Commissioners of Police of the Burgh of Dundee, by Hugh Ballingall, brewer in Dundee and preses of their police committee, and by (the said) Thomas Thornton as clerk and for behoof of the said commissioners, and both duly authorised, at Dundee, on the 21st day of May and year last mentioned, before these witnesses, David Dewar, superintendent of police of the burgh of Dundee, and James Anderson Jobson, junior, clerk to the said Pattullo and Thornton; and the same are also

subscribed by John Stirling, Esquire, of Kippendavie, chairman, and James Cox, Esquire, merchant and manufacturer in Dundee, one of the directors of the said the North British Railway Company, and by George Bradley Wieland, secretary of the said the North British Railway Company, and the common or corporate seal of the said Company is also at the same time impressed on this page, all duly and regularly and for and in name of and as authorised by the said the North British Railway Company, at Edinburgh, on the 23rd day of said month of May and year last above mentioned, before these witnesses, James Fergusson and John Martin, both clerks in the head office of the said the North British Railway Company at Edinburgh, the common or corporate seal of the said burgh of Dundee being also duly affixed hereto of the date first mentioned in this testing clause and before the two witnesses first before named and designed.

William Hay, Witness.	Wm. Robertson, Provost.
Dav. Laing, Witness.	James Allan, Councillor, and Convener P.C.
Alex. E. Gray, Witness.	H. Walker, Harbour Trustee.
Robert Archibald, Witness.	Wm. G. Thomson, Harbour Trustee.
D. Dewar, Witness.	William Thoms, Harbour Clerk.
James A. Jobson, Witness.	Thos. Thornton, Clerk.
J. Fergusson, Witness.	Hugh Ballingall, Preses.
Jno. Martin, Witness.	John Stirling.
	James Cox, Director.
	G. B. Wieland.

Seal of the Royal Burgh of Dundee.

Seal of the Trustees of the Harbour of Dundee.

Seal of the North British Railway Company.

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