

[42 & 43 VICT.] *North British Railway (General Powers) Act, 1879.* [Ch. xlviii.]



CHAPTER xlviii.

An Act to authorise the North British Railway Company to make a railway and pier and stop up a road in the parish of Cardross in the county of Dumbarton; to confirm certain agreements with respect to the railway at Dundee, and the carrying of a water pipe across the Tay Bridge; and for other purposes. [3d July 1879.]

A.D. 1879.

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

A railway in the parish of Cardross in the county of Dumbarton, (in this Act referred to as "the railway,") five furlongs and thirty-nine yards in length, from the North British, Glasgow, Dumbarton, and Helensburgh Railway, near the bridge which carries the turnpike road leading from Cardross Village to Helensburgh over that railway, to the same railway at a point three hundred and fifty yards or thereabouts eastward of Ferry House at Camis Eskan:

A pier or jetty and wharf in the said parish of Cardross, and the soil or bed of the Frith of Clyde in or adjoining to the said parish, commencing in the said parish one hundred and thirteen yards or thereabouts south-east of Craigendoran Farm Steading, and terminating in the soil or bed of the Frith of Clyde three hundred and twenty-five yards or thereabouts south-westward of the said farm steading:

And it is expedient that the North British Railway Company (in this Act called "the Company") should be authorised to make the said railway, pier, and wharf, and that the road in the said parish of Cardross leading from the Dumbarton and Helensburgh turnpike to the Ferry House at Camis Eskan should be stopped up and discontinued as a public road or way:

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And whereas a plan and section showing the lines, situations, and levels of the intended railway, pier, and wharf, and a book of reference to such plan 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 with the principal sheriff clerk for the county of Dumbarton, at his office in Dumbarton, which said documents are in this Act respectively referred to as the deposited plan, section, and book of reference :

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

And whereas it is expedient that the agreement between the trustees of the Harbour of Dundee of the first part, the Company of the second part, and the Caledonian Railway Company of the third part, with respect to the shifting of certain lines of railway at Dundee belonging to the said parties respectively, or some of them, and the agreement between the Company and the Dundee Water Commissioners with respect to the laying of a water pipe across the Tay Bridge belonging to the Company, for supplying with water Newport and the adjoining districts (which agreements are respectively set forth in the First and Second Schedules to this Act), should be confirmed, and that the parties to such agreements respectively should be authorised to enter into other agreements with reference to the same objects :

And whereas the Company require additional capital for the acquisition of additional plant and other purposes of their undertaking :

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 (General Powers) Act, 1879.

Incorporation of general Acts.
3 & 9 Vict. c. 19.
23 & 24 Vict. c. 106.
8 & 9 Vict. c. 33.
23 & 27 Vict. c. 92.
10 & 11 Vict. c. 27.
8 & 9 Vict. c. 17.

2. The Lands Clauses Consolidation (Scotland) Act, 1845, the Lands Clauses Consolidation Acts Amendment Act, 1860, the Railways Clauses Consolidation (Scotland) Act, 1845, Part. I. of the Railways Clauses Act, 1863, relating to construction of a railway, the Harbours, Docks, and Piers Clauses Act, 1847, and the provisions of the Companies Clauses Consolidation (Scotland)

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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 non-payment of calls, the remedies of creditors of the Company against the shareholders, the borrowing of money by the Company on mortgage or bond, the conversion of the borrowed money into capital, the consolidation of the shares into stock, the giving of notices, and the 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. The provisions of sections thirteen, eighteen, and nineteen of the Railways Clauses Act, 1863, shall extend to the pier hereby authorised.

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26 & 27 Vict.
c. 118.

3. Sections sixteen to nineteen inclusive of the Harbours, Docks, and Piers Clauses Act, 1847, shall not be incorporated with this Act, but the Company shall at their own expense, if and when required by the Board of Trade, provide, to the satisfaction of the Board of Trade, a site near the pier, and build on such site a house and other proper accommodation for a life-boat, and provide a life-boat, rocket apparatus, and other life-saving apparatus, and shall be liable to a penalty not exceeding ten pounds for every calendar month during which they omit to provide such accommodation after having been required so to do by the Board of Trade.

Excepting
certain
sections of
10 & 11 Vict.
c. 27.

4. In this Act—

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

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

In the incorporated Acts—

The expression “the special Act” shall mean this Act:

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.

Interpreta-
tion of
terms.

5. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown on the

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make rail-
way, &c.

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Railway to form part of Company's undertaking.

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

Limiting time for compulsory purchase of lands.

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.

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

8. If the Company fail within the period limited by this Act to complete the railway, 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 railway is 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 railway; 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.

17 & 18 Vict. c. 31.

Application of penalty.

9. 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, con-

struction, or abandonment of the railway, or any portion thereof, 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.

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10. If the railway 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 railway and works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as are then completed.

Limiting period for completion of works.

11. For the purposes of tolls, rates, and charges, the railway by this Act authorised shall be deemed part of the North British (Glasgow, Dumbarton, and Helensburgh) Railway.

As to tolls, &c. on railway.

12. The Company may stop up and cause to be discontinued as a public road or way the road in the parish of Cardross, in the county of Dumbarton, leading from the Dumbarton and Helensburgh turnpike to the Ferry House at Camis Eskan.

Power to stop up certain road.

13. The Company may, notwithstanding anything to the contrary in the Lands Clauses Consolidation (Scotland) Act, 1845, or in any Act relating to the Company with which that Act is incorporated, retain and hold any lands belonging to them in the

Extending time for sale of superfluous lands, &c.

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parishes of Saint Cuthbert's or West Kirk, city of Edinburgh; Canongate, North Leith, South Leith, and Inveresk, in the county of Edinburgh; Dirleton, Tranent, Prestonkirk, Haddington, Atholstaneford, Aberlady, Dunbar, and Oldhamstocks, in the county of Haddington; Coldingham, Ayton, Dunse, Oldhamstocks, and Cockburnspath, in the county of Berwick; city of Glasgow, barony of Glasgow, Springburn, Cadder, Maryhill, and Govan, in the county of Lanark; Kirkintilloch, Old Kilpatrick, New Kilpatrick, Cumbernauld, Cardross, and Bonhill, in the county of Dumbarton; Campsie, Stirling, Saint Ninian's, Falkirk, and Polmont, in the county of Stirling; Dalmeney, Bathgate, and Linlithgow, in the county of Linlithgow; Dundee, in the county of Forfar; Ferry-Port-en-Craig, Cupar, Dysart, Kirkcaldy, Burntisland, Dunfermline, Beath, Markinch, Collessie, Newburgh, Abbotshall, and Kinghorn, in the county of Fife; Logie, Alva, and Alloa, in the county of Clackmanan; Culross, Logie, Dumbarney, and Abernethie, in the county of Perth; and in the town of Berwick-upon-Tweed, which have not yet been applied or are not required for the purposes of the Company, but are situate near to or adjoining any railway or station of the Company, or may in the opinion of the Company be required by them for the purposes of stations, sidings, or other conveniences, for the period of ten years from the passing of this Act; but at any time during such period of ten years the Company may, and at the expiration of such period the Company shall, sell and dispose of as superfluous lands all such parts of those lands as shall not then have been applied to or are not then required for the purposes of their undertaking.

As to lights during the construction of works.

14. Before commencing the pier authorised by this Act the Company shall apply to the Board of Trade for directions as to the lights to be exhibited, and shall in all respects obey any direction given upon such application, or afterwards from time to time given, as to lights by the Board of Trade during the construction of the pier, and compliance with directions so given shall satisfy and be in place of every other statutory requirement as to lights during the construction of the works. If the Company refuse or neglect to observe any direction of the Board of Trade as to lights during the construction of the pier, they shall for each offence be liable to a penalty not exceeding ten pounds.

Company to exhibit lights.

15. The Company shall, at the outer extremity of the pier hereby authorised, exhibit and keep burning from sunset to sunrise such lights (if any) as the trustees of the Clyde Lighthouses shall from time to time direct.

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16. No vessel or boat, except steamboats or pleasure-boats embarking or disembarking passengers and their luggage, shall be moored alongside the pier without the consent of the Company or their pier-master.

Vessels, &c. not to moor alongside pier without consent.

17. When the pier is completed and opened for public use the Company may demand, levy, and take for the use thereof in respect of steam vessels, persons, and luggage, merchandise, goods, and things described in the Third Schedule to this Act, any sums not exceeding the several rates specified in the same schedule.

Rates for use of pier.

18. The Company may from time to time confer, vary, or extinguish exemptions from and enter into composition with any person or persons with respect to the payment of rates, fares, or charges authorised by this Act with respect to the pier, but so that no preference be in any case given to any person, and that anything done under this section shall not prejudice the other provisions of this Act.

Powers to vary exemptions from rates, and to enter into compositions, &c.

19. Officers of Customs being in the execution of their duty shall at all times have free ingress, passage, and egress from, on, into, over, along, and through and out of the pier by land, and with their vessels and otherwise, without payment.

Exemption of Custom House officers from rates.

20. The Company may make byelaws for the regulation and control of vessels and boats using the pier, and for the regulation and control of persons in charge of such vessels and boats, but such byelaws shall not come into operation until the same have received the allowance and confirmation of the Board of Trade, which shall be sufficient for all purposes.

Power to make byelaws.

21. The agreement between the trustees of the Harbour of Dundee of the first part, the Company of the second part, and the Caledonian Railway Company of the third part, set forth in the First Schedule to this Act, and the agreement, with addition thereto, between the Company of the first part, and the Dundee Water Commissioners of the second part, set forth in the Second Schedule to this Act, are hereby respectively confirmed, and it shall be lawful for the parties to the said agreements respectively to carry the said agreements respectively into effect.

Confirming scheduled agreements.

22. In respect of the expenditure by the harbour trustees of Helensburgh upon the existing pier at that place for the accommodation of the steamboat traffic in connexion with the railways of the Company, the Company shall take on lease the rates, duties, and charges payable for the use of the said pier and harbour according to the existing schedule of rates as now let, and on the

Company to lease the rates, &c. of the existing pier at Helensburgh for four years.

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same conditions as the present lessee is subject to, at the annual rent of one thousand five hundred pounds sterling, payable at Martinmas and Whitsunday each year, in equal proportions, for a period for four years from Whitsunday one thousand eight hundred and seventy-nine.

Company to maintain an efficient train service to and from Helensburgh.

23. Notwithstanding anything in this Act contained, the Company shall be bound to maintain an efficient train service for passengers and goods to and from the existing railway station at Helensburgh.

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

24. 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.

25. 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 three hundred and thirty-three thousand pounds.

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

26. 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.

Shares not to issue until one-fifth part paid up.

27. 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.

28. 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.

29. 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 three hundred and thirty-three thousand pounds by this Act authorised to be raised by shares or stock, any sums not exceeding in the whole one hundred and eleven thousand pounds; that is to say, when one hundred and eleven thousand pounds of such additional capital is issued and accepted, and one half thereof is paid up and certified as herein-after mentioned, they may borrow on

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mortgage any sum not exceeding thirty-seven thousand pounds, and a like additional sum of thirty-seven thousand pounds when every further sum of one hundred and eleven thousand pounds of such additional capital is issued and accepted, and one half thereof is paid up and certified as herein-after mentioned; but no such borrowing powers shall be exercised by the Company until they shall 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 amount of additional capital in respect of which the borrowing power is to be exercised 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 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.

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30. The provisions of the North British Railway Act, 1878, 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.

Repeal of provisions of 41 & 42 Vict. c. cxi. as to appointment of receiver or judicial factor.

31. 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.

Appointment of receiver or judicial factor.

32. 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

Priority of existing mortgages.

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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.

33. 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.

Application of money raised under this Act.

34. 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, and such purposes shall include providing additional rolling stock and other general purposes of the Company to which capital is properly applicable.

Saving rights of Crown under 29 & 30 Vict. c. 62.

35. Nothing contained in this Act, or to be done under the authority thereof, shall in any manner affect the title to any of the subjects, or any rights, powers, or authorities mentioned in or reserved by sections twenty and twenty-one and twenty-two of the Crown Lands Act, 1866, and belonging to or exerciseable on behalf of Her Majesty, her heirs or successors.

Saving rights of Crown in foreshore.

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

Interest not to be paid on calls paid up.

37. 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

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advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation (Scotland) Act, 1845. A.D. 1879.

38. 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 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. Deposits for future bills not to be paid out of capital.

39. 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. Railways not exempt from provisions of present or future general Railway Acts.

40. 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. Expenses of Act.

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SCHEDULES to which the foregoing Act refers.

The FIRST SCHEDULE.

AGREEMENT between the Trustees of the Harbour of Dundee of the first part, the North British Railway Company of the second part, and the Caledonian Railway Company of the third part.

WHEREAS that portion of the Caledonian Railway Company's system commonly called the Dundee and Arbroath Railway is, to the extent thereof between Carolina Port and Trades Lane of Dundee, the property of the first parties, and the third parties have the use thereof, which portion of railway is herein-after called the Carolina Port Railway:

And whereas by the Act under which the said Dundee and Arbroath Railway was constructed, videlicet, 6 Will. IV. cap. 32, the first parties have power to alter the line of the said Carolina Port Railway so as to suit the works of the harbour or any extension thereof:

And whereas the second parties are in the course of constructing under the statutory powers of the North British Railway (Tay Bridge and Railways) Act, 1870, a line of railway, called railway number three, alongside the harbour, docks, and quays, and authorised to terminate by a junction with the said Carolina Port Railway at a point not less than ten yards westward of the crossing numbered on the deposited plans eighty-two in the parish of Dundee:

And whereas it would be for the interest of all the parties hereto if the junction of the second parties said railway with the Carolina Port Railway were brought farther east and if the said Carolina Port Railway was shifted farther north, and it has in consequence been agreed to enter into these presents in manner underwritten: Now, therefore, all the parties hereto do hereby agree as follows:—

First. The first parties shall forthwith upon receiving the sanction of the Board of Trade and any other sanctions necessary (other than the consent of the second and third parties, who agree thereto) remove that portion of the Carolina Port Railway lying between the point marked A on the plan signed as relative hereto and the point marked B on the same plan, and place and lay down the same in the line and upon the lands coloured red on the said plan, so that the said Carolina Port Railway may thereafter be altered and used as if the said deviated line had been the railway as originally constructed, all as the said alteration is indicated on the said plan; and on such deviation being carried out as shown on the said plan by the Caledonian Railway Company as after-mentioned, (first) it shall be subject to the same use as is now possessed or enjoyed by the second and third parties respectively over the existing line, and

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(second) the lands shown on the said plan southward of the dotted [red line delineated thereon shall be and become the sole and absolute property of the first parties freed and disburdened from any railway or other use thereof or thereon or applicable thereto, and the first parties may add the same to their harbour, quays, or ways, or may otherwise use and dispose of the same as they may think proper. A.D. 1879.

Second. In respect lands on the north upon which the deviated line is to be laid, while belonging to the Harbour Trustees, are held in lease by the second and third parties, the said companies shall make no claim of compensation or other claim against the first parties in respect or on account of losing the possession and tenancy of the said lands or part thereof.

Third. The said works authorised by article first of this agreement shall be carried out by the said third parties with all despatch and at the sight and to the satisfaction of David Cunningham, harbour engineer, Dundee, but the first parties shall pay the cost thereof, save and except all cost applicable to any new or altered or prolonged junctions or sidings of the Caledonian Railway Company or the North British Railway Company, as such cost, so far as the Harbour Trustees are concerned, shall be certified by the said David Cunningham.

Fourth. The said second parties shall be entitled, so far as the first and third parties are concerned or can grant the right or privilege, to prolong their said railway number three so that it may terminate on the altered Carolina Port Railway at the point marked C on the said plan, and the said second parties hereto shall have the like use and rights over the said railway number three when so prolonged or altered as if the same had been constructed under the provisions of the said North British Railway (Tay Bridge and Railways) Act, 1870, declaring, however, that any land the said second parties thereby take or use over and beyond the area they have already paid for shall be paid for by the second parties to the first parties at the same rate as the price of the adjoining land already settled between said parties, other than the land forming level crossing, which is public; and declaring that said level crossing shall be made and maintained to the satisfaction of the Harbour Trustees.

Fifth. The second and third parties, or one of them, shall apply to Parliament in the next session for the purpose of having this agreement ratified and confirmed by Parliament, subject to such alterations as Parliament may think fit to make thereon.

Sixth. All parties oblige themselves to implement and fulfil these presents to each other fully and in good faith.

In witness whereof these presents, written upon this and the three preceding pages of stamped paper, are duly executed as follows; viz., the same are subscribed by William Gordon Thomson, engineer and ironfounder in Dundee, and Harry Walker, merchant and manufacturer in Dundee, two of the said the trustees of the Harbour of Dundee, for and in name and on behalf of and as duly authorised by the said trustees, at Westminster, on the 18th day of March 1878 years, before these witnesses, William Robertson, parliamentary solicitor, 45, Parliament Street, Westminster, and William Thornton, apprentice to Thomas Thornton, solicitor, Dundee; and the same are subscribed by John Sharp, Esquire, of Balmuir, merchant and spinner in Dundee, and John

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A.D. 1879. — Cowan, Esquire, of Stoneleigh, Greenock, two of the directors of the said the Caledonian Railway Company, for and in name and on behalf of and as duly authorised by the said Company, also at Westminster, on the said 18th day of March and year last mentioned, before these witnesses, William More, clerk in the solicitor's office in Glasgow of the said Company, and George Jackson, writer, Glasgow; and the same are subscribed by James Cox, merchant and manufacturer, Dundee, and Henry John Trotter, the Temple, London, two of the directors of the said the North British Railway Company, for and in name and on behalf of and as duly authorised by the said Company, at Edinburgh, on the 18th day of April and year last mentioned, before these witnesses, James Fergusson and John Martin, both clerks in the secretary's office in Edinburgh of the said Company, declaring that the word "the" occurring between the words "respect" and "lands" on the first line of Article Second, and the word "the" occurring between the words "forming" and "level" on the eleventh line of Article Fourth, were both deleted before subscription.

WM. ROBERTSON, Witness.
W. THORNTON, Witness.
W. MORE, Witness.
GEO. JACKSON, Witness.
J. FERGUSSON, Witness.
JNO. MARTIN, Witness.

(Signed) WM. G. THOMSON, Trustee.
H. WALKER, Trustee.
JOHN SHARP, Director.
JOHN COWAN, Director.
JAMES COX, Director.
H. J. TROTTER, Director.

THE SECOND SCHEDULE.

A.D. 1879.

AGREEMENT between the North British Railway Company of the first part and the Dundee Water Commissioners of the second part.

The said parties agree as follows, videlicet :

First. The second parties shall have the privilege of laying and maintaining along the entire length of the Tay Bridge an iron pipe six inches in diameter for the supply of water to Newport and the surrounding and adjacent districts. The laying of the said pipe, and its maintenance and renewal when necessary, shall be done by the second parties at the sight and to the satisfaction of the engineer for the time being of the first parties, and subject to such regulations as the first parties shall fix, so as not to interfere with the regular working of traffic over the bridge.

Second. On the said pipe being laid and the second parties in a condition to supply water thereby, the second parties shall supply the first parties with water at Wormit, Newport, or at any point south of the Tay to which the pipe of the second parties may extend, for locomotive, station, and other railway purposes, at the rate of fourpence per one thousand gallons, or should the rate to Newport be at any time lower than fourpence, then at the Newport rate for the time.

Third. The second parties shall, at their expense, make such provision in the said pipe for fire-cocks fitted with connections for hose at such points along the Tay Bridge as shall be prescribed by the first parties engineer, and shall allow the first parties to take free of charge therefrom a supply of water for the extinction of fire, it being understood that the hose tubes shall be furnished by the first parties.

Fourth. The first parties shall incur no responsibility whatever in connection with the said pipe, the second parties hereby undertaking all risk from accident or any other cause whatsoever. Further, should this agreement require Parliamentary sanction, the first parties shall include it in some general Bill promoted by them in the next, or if they have no such Bill in the next, then in the following, session of Parliament.

Fifth. Both parties shall implement and fulfil this agreement to each other fully and in good faith. In witness whereof these presents, written by Charles Davie, clerk to Pattullo and Thornton, solicitors in Dundee, are executed in duplicate by the parties hereto as follows; vizt., the same are subscribed by George Harrison, merchant, Edinburgh, and Sir James Falshaw, Baronet, Edinburgh, two of the directors of the said the North British Railway Company, and also by George Bradley Wieland, secretary of the said the North British Railway Company, and the common or corporate seal of the said the North British Railway Company is also hereto impressed, 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 October 1878 years, before these witnesses, John Martin and Robert Paton, both clerks in the head office of the said the North British Railway Company at Edinburgh; and the same are subscribed

[Ch. xlviii.] *North British Railway (General [42 & 43 VICT.] Powers) Act, 1879.*

A.D. 1879. by William Brownlee, Provost of the burgh of Dundee, James Thomson, one of the bailies of the said burgh of Dundee, and Hugh Ballingall, one of the common councillors of the said burgh of Dundee, three of the said the Dundee Water Commissioners and a majority and quorum of a committee of the said the Dundee Water Commissioners specially appointed by and with powers to execute this agreement, for and on behalf of the said the Dundee Water Commissioners, and the common or corporate seal of the said the Dundee Water Commissioners is at the same time hereto impressed, all duly and regularly, at Dundee, on the 19th day of November and year last mentioned, before these witnesses, John Carron Jameson and David Laing, both clerks to William Hay, town clerk, Dundee.

JNO. MARTIN, Witness.
ROBT. PATON, Witness.



GEO. HARRISON, Director.
JAMES FALSHAW, Director.
G. B. WIELAND, Secy. N. B. Coy.

JOHN C. JAMESON, Witness.
DAY. LAING, Witness.



W. BROWNLEE, Provost, Comr.
JAMES THOMSON, Bailie, Comr.
HUGH BALLINGALL, Comr.

ADDITION TO AGREEMENT between the North British Railway Company and the Dundee Water Commissioners.

It is hereby agreed and declared by and between the North British Railway Company of the first part, and the Dundee Water Commissioners of the second part, that the within written agreement was and is made and entered into subject to such alterations as Parliament may think fit to make therein, and also under the proviso that the supply of water agreed upon by article second thereof shall not be so given as prejudicially to affect or restrict the supply of water from time to time required within the limits of the said Commissioners special Acts. In witness whereof these presents, written by Isaac Laird, clerk to Pattullo and Thornton, solicitors in Dundee, are executed in duplicate by the parties hereto, as follows; viz., the same are subscribed over an adhesive agreement stamp hereunto affixed by William Brownlee, Provost of the burgh of Dundee, James Thomson, one of the bailies of the said burgh of Dundee, and Hugh Ballingall, one of the common councillors of the said burgh of Dundee, three of the said the Dundee Water Commissioners and a majority and quorum of a committee of the said the Dundee Water Commissioners specially appointed by and with powers to execute this agreement, for and on behalf of the said the Dundee Water Commissioners, and the common or corporate seal of the said the Dundee Water Commissioners is at the same time hereto impressed, all duly and regularly, at Dundee, on the sixth day of March eighteen hundred and seventy-nine years, before these witnesses, John Carron Jameson and David Laing, both

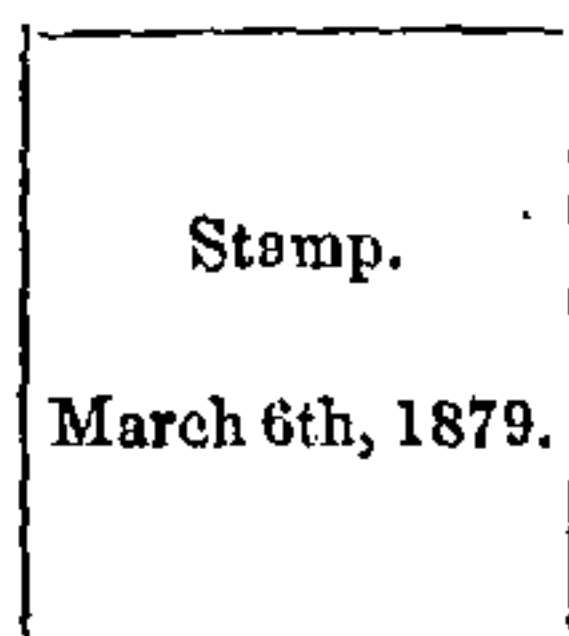
[42 & 43 VICT.] *North British Railway (General Powers) Act, 1879.* [Ch. xlviii.]

clerks to William Hay, town clerk, Dundee; and the same are subscribed by Robert Young, number one hundred and seven Buchanan Street, Glasgow, and Alexander Harvie, number sixteen Elmbank Crescent, Glasgow, two of the directors of the said the North British Railway Company, and also by George Bradley Wieland, secretary of the said the North British Railway Company, and the common or corporate seal of the said the North British Railway Company is also hereto impressed, 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 fourteenth day of said month 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.

A.D. 1879.

J. FERGUSSON, Witness.
JNO. MARTIN, Witness.

JOHN C. JAMESON, Witness.
DAV. LAING, Witness.



ROBERT YOUNG, Director.
ALEXR. HARVIE, Director.
G. B. WIELAND, Secy. N. B. Ry.
Coy.
W. BROWNLEE, Provost, Comr.
JAMES THOMSON, Bailie, Comr.
HUGH BALLINGALL, Comr.



A.D. 1879.

THIRD SCHEDULE.

PIER RATES AND DUES.

I.—RATES ON STEAM VESSELS.

	£	s.	d.
All vessels using the pier under fifty tons, per registered ton	- 0	0	4
Vessels of fifty tons and under one hundred tons, per registered ton	- 0	0	6
All vessels of one hundred tons and upwards, per registered ton	- 0	0	7

II.—RATES ON PASSENGERS AND PASSENGERS LUGGAGE.

	£	s.	d.
For every person landing from or embarking in any vessel	- 0	0	2
For all luggage not exceeding 56 lbs. in weight	- 0	0	2
For all luggage exceeding 56 lbs. in weight, per cwt.	- 0	0	4
For all parcels not exceeding 28 lbs. in weight	- 0	0	2

III.—FOR MERCHANDISE.

	£	s.	d.
For merchandise, goods, and other articles, per cwt.	- 0	0	4