



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

# VICTORIÆ REGINÆ.

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## Cap.11.

An Act to provide for the Settlement of the Claims of the Heirs of Entail of the Estate of *Hailes* in the County of *Edinburgh* with respect to the Construction of the *Edinburgh and Glasgow Union Canal* through the said Estate.

[29th July 1864.]

**W**HEREAS the *Edinburgh and Glasgow Union Canal* Company were incorporated by an Act passed in the Fifty-seventh Year of the Reign of His Majesty King *George* the Third, intituled *An Act for making and maintaining a navigable Canal from the Lothian Road near the City of Edinburgh to join the Forth and Clyde Navigation near Falkirk in the County of Stirling*, and further Powers were conferred on the said Canal Company by Acts passed in the Fifty-ninth Year of the Reign of King *George* the Third, the First and Second, the Fourth, and the Seventh Years of the Reign of King *George* the Fourth, and the Fourth and Fifth, Sixth and Seventh, and Eighth and Ninth Years of the Reign of Her present Majesty: And whereas by Deed of Agreement dated the Twenty-eighth Day of *February* and

[Private.]

57 G. 3. c. lvi.  
59 G. 3.  
c. xxix.  
1 & 2 G. 4.  
c. cxxii.  
4 G. 4. c. xviii.  
6 & 7 G. 4.  
c. xliii.  
4 & 5 Vict.  
c. lix.  
6 & 7 Vict.  
c. lv.  
8 & 9 Vict.  
c. cxlviii.

*The Hailes Estate Act, 1864.*

Agreement  
dated 28th  
Feb. and 3d  
March 1818.

Third Day of *March* Eighteen hundred and eighteen, and recorded in the Books of Council and Session at *Edinburgh* the Twentieth Day of *March* Eighteen hundred and eighteen, entered into between Sir *Thomas Gibson Carmichael* of *Skirling*, Baronet, then Proprietor of the Lands and Estate of *Hailes* in the Parish of *Colinton* and County of *Edinburgh*, on the one Part, and the Canal Company on the other Part, the said Sir *Thomas Gibson Carmichael* agreed and bound and obliged himself, and his Heirs and Successors, to allow the Cut of the said Canal termed the Parliamentary Line to be carried through the said Lands and Estate of *Hailes*, in the Manner and Direction delineated on the Plan mentioned in the said Agreement: Provided always, that in case a Face of Rock should be afterwards found and wrought up to the said Canal, the Canal Company should be obliged to turn the said Canal over the Rubbish of the Quarry therein mentioned, leaving a proper Access by Aqueduct for a Road and Water Level from the Workings, or, in the Option of the said Sir *Thomas Gibson Carmichael*, should construct an Aqueduct so as to allow of the Rock being wrought to the Southward, if it really existed, and should pay the Lordship of whatever Stone the said Canal should cover, so soon as the adjoining Workings prove that it really did cover such Rock and impede the Operations of the Quarry; and the Canal Company thereby became bound and obliged, in case at any Time after the said Line should be executed, a Face of Rock should be found and wrought up to the said Canal, to turn, at the Expense of the Canal Company, the said Canal over the Rubbish of such Quarry, leaving a proper Access by Aqueduct for a Road and Water Level from the Workings, or, in the Option of the said Sir *Thomas Gibson Carmichael* and his foresaids, to construct such an Aqueduct as would allow of the Rock being wrought to the Southward, and to pay to him and his foresaids the Lordship or Worth to him for the Time of whatever Stone the said Canal might cover, to be ascertained by Reference to proper Judges at the Time, as soon as the adjoining Workings prove that it really did cover such Rock, and impede the Operations of the Quarry: And whereas the said Canal was constructed in the said Line termed the Parliamentary Line through the said Estate of *Hailes*, and Faces of Rock have on several Occasions been wrought up to the said Canal, and the said Sir *Thomas Gibson Carmichael* declared his Option, in Terms of the said Agreement, to be, that the Canal Company should construct an Aqueduct so as to allow of the Rock being wrought to the Southward, and should pay the Lordship or Worth for the Time of whatever Stone the said Canal should cover, so soon as the adjoining Workings should prove that it really covered Rock, and impeded the Operations of the said Quarry: And whereas an Act was passed in the Twelfth and Thirteenth Year of the Reign of Her present Majesty, intituled *An Act for vesting the Edinburgh and Glasgow*

12 & 13 Vict.  
c. xxxix.

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Glasgow Union Canal in the Edinburgh and Glasgow Railway Company, and in virtue of the said Act, and of a Disposition and Deed of Conveyance granted by the Canal Company, and by the Trustees in whom certain Lands and other Property were vested for Behoof of the Canal Company, the said Canal, and the whole Lands and Property therewith connected (with the Exceptions mentioned in the said Act), were vested in and now belong to the *Edinburgh and Glasgow Railway Company*: And whereas by the last-recited Act it is enacted that from and after the vesting of the said Canal in the Railway Company the Canal Company should, except to the Effect of selling and realizing the Lands, Debts, and others therein mentioned, and applying and disposing of the Proceeds thereof, and winding up their Affairs, and carrying the said Act into execution, be dissolved; and it is also thereby enacted, that certain Stock of the Railway Company should be issued to the Shareholders of the Canal Company, and that if within One Month after the passing of the said Act the Debt due by the Canal Company, including the Sum of Two thousand three hundred and ninety-two Pounds Six Shillings and Fourpence, then remaining of the Amount set apart as Compensation Money to Landowners and others, should not have been reduced to Ninety-five thousand Pounds, then and in such Case the Railway Company should retain from the Amount of Stock to be made over to the respective Proprietors of Stock of the Canal Company a Sum not exceeding Ten *per Centum* upon the Amount of the Stock of the Railway Company so directed to be made over to such Proprietors respectively, which Sum so retained should remain as a Guarantee for the Reduction of the Debts of the Canal Company to Ninety-five thousand Pounds, and should, on the said Debts being reduced to the said Sum, be made over by the Railway Company to the Persons from whom the said Retention was made, their Heirs, Executors, Administrators, and Assigns, with the corresponding Dividends from the Date of Retention, and that if any Part of the Stock so retained should require to be applied for Reduction of the said Debts to Ninety-five thousand Pounds the same should be sold, and applied accordingly, by the Railway Company, at the Sight of the Committee of Management of the Canal Company or their Quorum, and the Balance only of the said Stock retained, with the corresponding Dividends, should be made over as aforesaid: And whereas the Stock retained by the Railway Company under the Provisions of the last-recited Act amounted to Eleven thousand four hundred Pounds, of which Three thousand two hundred and eighty Pounds has been sold for Payment of Debts due by the Canal Company, and the Balance of the said Stock, amounting to Eight thousand one hundred and twenty Pounds, and certain of the Dividends which have accrued thereon, are still retained by the Railway Company: And whereas under the said Agreement Claims may be made on behalf

*The Hailes Estate Act, 1864.*

behalf of Heirs of Entail in Possession of or entitled to succeed to the said Estate of *Hailes* in respect of any Rock which may be under the said Canal to which a Face has not been wrought up, but to which Faces may hereafter be wrought up, and it is maintained by the Railway Company that they are entitled to retain from the Shareholders of the Canal Company the said Balance of Stock and Dividends until such Claims in connexion with the before-mentioned Quarry are discharged: And whereas the Canal Company are advised that such Claims do not constitute Debts due by them in respect of which Retention of Stock or Dividends by the Railway Company is authorized by the last-recited Act; but nevertheless the Canal Company are disposed to expedite a Settlement of their Affairs, by having it ascertained, as between them and the Heirs of Entail of the Estate of *Hailes*, what Sum is required as a Compensation for or Guarantee against such Claims, and by the Amount so ascertained being paid out of the said Dividends, or by means of a Sale of a Portion of the said retained Stock: And whereas the Railway Company decline to enter into any Arrangement for such Sum being ascertained and paid, and thereupon for issuing and paying over the said retained Stock and Dividends, and under these Circumstances great Inconvenience and Expense are caused to the Shareholders of the Canal Company: And whereas Sir *William Henry Gibson Carmichael* of *Skirling*, Baronet, is the Heir of Entail in Possession of the said Estate of *Hales*, under a Deed of Entail granted by Sir *Thomas Gibson Carmichael* of *Skirling*, Baronet, dated the Twenty-fourth Day of *March* Eighteen hundred and fifty-four, and recorded in the Register of Tailzies at *Edinburgh* the Twenty-seventh Day of *May* Eighteen hundred and fifty-four, and in the Books of Council and Session at *Edinburgh* the Seventh Day of *January* Eighteen hundred and fifty-six, whereby the said Sir *Thomas Gibson Carmichael* gave, granted, and disposed the said Estate of *Hailes* and the other Lands therein described to and in favour of himself and the Heirs Male of his Body, whom failing, to the said Sir *William Henry Gibson Carmichael* (therein called the Reverend *William Henry Gibson Carmichael*), his only surviving Brother, and the Heirs Male of the Body of the said Sir *William Henry Gibson Carmichael*, whom failing, the Heirs whomsoever of the Body of the said Sir *Thomas Gibson Carmichael*, whom failing, the Heirs whomsoever of the Body of the said Sir *William Henry Gibson Carmichael*, whom failing, to *Sophia Caroline Gibson Carmichael*, the only surviving Sister of the said Sir *Thomas Gibson Carmichael*, now Wife of *Francis Neville Reid* Esquire, and the Heirs whomsoever of her Body, whom failing, to Sir *William Gibson Craig* of *Riccarton*, Baronet, and the Heirs whomsoever of his Body, whom all failing, to the nearest Heirs whomsoever of the said Sir *Thomas Gibson Carmichael*, but declaring that so oft as the

Succession

*The Hailes Estate Act, 1864.*

Succession under the said Destination should devolve on Heirs Female the eldest Daughter or Heir Female and the Descendants of her Body should always succeed without Division and exclude Heirs Portioners: And whereas it has been agreed between the Canal Company and the said Sir *William Henry Gibson Carmichael* that the Compensation for the Claims of himself and the other Heirs of Entail of the said Estate in respect of any Rock which may be under the said Canal and the Banks thereof, and to which a Face has not yet been wrought up, shall be fixed at Three thousand Pounds; and it is expedient that Provision should be made for authorizing the Payment of the said Sum out of the Proceeds of the said retained Stock and Dividends, and that the said Sir *William Henry Gibson Carmichael*, or the Heir of Entail in Possession of the said Estate for the Time, should be authorized to release and discharge the Canal Company and the Railway Company of all future or contingent Claims and Demands in respect of such Rock which might or could be made by the said Sir *William Henry Gibson Carmichael*, or the Heirs of Entail entitled to succeed to the said Estate, under the recited Acts or the said Agreement or otherwise, and that Provision should also be made for the Application of the said Sum to and for the Benefit of the said Sir *William Henry Gibson Carmichael* and the Heirs of Entail entitled to succeed to the said Estate; but these Objects 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:

Agreement between Canal Company and Sir William Henry Gibson Carmichael.

1. This Act may be cited for all Purposes as "The *Hailes Estate Act, 1864.*" Short Title.

2. In this Act the Expression "Canal Company" shall mean the *Edinburgh and Glasgow Union Canal Company*, and the Expression "Railway Company" shall mean the *Edinburgh and Glasgow Railway Company*. Interpretation of Terms.

3. The Railway Company shall, within Fourteen Days after being thereunto required in Writing under the Hands of any Three Members of the Committee of Management of the Canal Company, pay into and consign in the *Commercial Bank of Scotland in Edinburgh*, in the Names of the said Sir *William Henry Gibson Carmichael* and Sir *William Gibson Craig of Riccarton*, Baronet, the Sum of Three thousand Pounds, to be applied as herein-after provided. Railway Company to consign Money in Bank.

4. The Dividends which have accrued or may accrue on the Stock of the Railway Company retained by them, under the Provisions of Money to be raised out of Dividends

[Private.]

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and Stock retained by Railway Company.

the last-recited Act, as a Guarantee for the Reduction of the Debts of the Canal Company, and which have not been paid to the Canal Company, and any Interest due thereon, shall be applied by the Railway Company in or towards raising the said Sum of Three thousand Pounds; and if such Dividends and Interest shall not be sufficient for that Purpose, the Railway Company shall sell such Part of the said Stock as may be required to make up the Deficiency; and the said Sum of Three thousand Pounds shall be held and imputed as a Payment by the Railway Company on account of the said retained Stock and Dividends and Interest.

Discharge of Claims of Compensation.

5. The said Sir *William Henry Gibson Carmichael*, or the Heir of Entail in Possession of the said Estate of *Hailes* for the Time, shall accept the said Sum of Three thousand Pounds in full Payment and Satisfaction of all Claims of Compensation which may or can arise or be competent to the said Sir *William Henry Gibson Carmichael*, or the Heirs of Entail entitled to succeed to the said Estate, under or in virtue of the recited Acts or any of them, or the said Agreement between the said Sir *Thomas Gibson Carmichael* and the Canal Company, or in any other Way, for or in respect of any Rock which may be under the said Canal and the Banks thereof, and to which a Face has not yet been wrought up, or the Lordship or Worth of such Rock; and the Canal Company and the Railway Company shall be fully and finally discharged of all such future or contingent Claims of Compensation by a Discharge and Renunciation thereof to be granted in virtue of this Act by the said Sir *William Henry Gibson Carmichael*, or the Heir of Entail in Possession of the said Estate for the Time; which Discharge and Renunciation the said Sir *William Henry Gibson Carmichael* or such Heir of Entail shall be bound, at the Expense of the Canal Company, to grant and deliver to the Canal Company, on Consignation of the said Sum of Three thousand Pounds being made as herein-before provided.

Money consigned to be applied under the Authority of the Court of Session.

6. The said Sum of Three thousand Pounds shall be applied, under the Authority of the Court of Session in *Scotland*, to One or more of the following Purposes; (that is to say,) in the Purchase or Redemption of the Land Tax, or in the Discharge of any Debt or Incumbrance affecting the said Estate, or affecting any other Lands settled therewith on the same Heirs of Entail, or affecting succeeding Heirs of Entail in the said Estate or other Lands, whether imposed and constituted by the Entailer or in virtue of Powers given by the said Deed of Entail, or conferred by any Act of Parliament, and not being a Debt or Incumbrance redeemable by annual Payments for a limited Period, or in the Purchase of other Lands to be conveyed and settled to and upon the same Heirs of Entail as are specified in the said Deed of Entail, and with and under the same Provisions,

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Provisions, Conditions, Restrictions, Clauses prohibitory, irritant, and resolute, as are therein contained.

7. It shall be lawful for the said Sir *William Henry Gibson Carmichael*, or the Heir of Entail in Possession of the said Estate for the Time, to make such Applications by Petition to the said Court in either Division thereof as may be necessary for carrying into effect the Provisions of this Act; and the said Court shall thereupon take such Proceedings and pronounce such Interlocutors and Decrees as they think fit.

Proceedings  
in the Court  
of Session.

8. Until the said Sum shall be so applied it shall remain in the said Bank at Interest, or may, by Order of the said Court, be laid out and invested in the Public Funds or in Heritable Securities, and the Interest or Dividends thereof shall from Time to Time be paid to the said Sir *William Henry Gibson Carmichael*, or the Person who would for the Time be entitled to the Rents and Profits of the said Estate; and the necessary Expenses of the said Applications to the Court, and of the Proceedings under the same, and the Expenses properly incurred by the said Sir *William Henry Gibson Carmichael* and Sir *William Gibson Craig* in investing the Money from Time to Time, or otherwise, shall be paid out of the Capital of the said Sum of Three thousand Pounds.

Money may  
be invested,  
and Applica-  
tion of  
annual  
Proceeds.

9. Saving and reserving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Body Politic or Corporate, (save and except the said Sir *William Henry Gibson Carmichael*, and the Heirs of Entail entitled to succeed under the said Deed of Entail,) all such Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the said Estate as they or any of them had before the passing of this Act, or might claim or demand if this Act had not been passed.

General  
Saving of  
Rights.

10. The Expenses of applying for and passing this Act shall be paid by the Canal Company.

Expenses of  
Act.

11. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

Act as  
printed by  
Queen's  
Printers to  
be Evidence.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1864.

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 351

LECTURE 1

MECHANICS

1.1 Kinematics

1.2 Dynamics

1.3 Energy

1.4 Angular Momentum

1.5 Oscillations

1.6 Relativity

1.7 Quantum Mechanics