



CHAPTER lxxxix.

An Act to confer powers upon the North British Railway Company to construct certain new railways and other works to confirm and give effect to agreements between that Company and the Caledonian Railway Company and the Edinburgh Corporation respectively to authorise the abandonment of a portion of the Union Canal to empower the North British Railway Company and the Burntisland Harbour Commissioners to raise further moneys and for other purposes. A.D. 1913.
[15th August 1913.]

WHEREAS it is expedient that the North British Railway Company (in this Act called "the Company") should be empowered to make and maintain the railways road pier and river and other works in this Act described and to exercise the other powers in this Act hereinafter respectively mentioned and to acquire for the purposes of the works by this Act authorised and for the general purposes of their undertaking the several lands in this Act also mentioned:

And whereas it is expedient that the Company should be empowered to hold and use for the general purposes of their undertaking the several lands described in this Act which have been already acquired by them:

And whereas it is expedient that the agreement entered into between the Caledonian Railway Company and the Company as set forth in the Third Schedule to this Act should be sanctioned and confirmed:

And whereas it is expedient that further powers should be conferred upon the Company and the Forth Bridge Railway Company and upon any joint committee (incorporated by Act

A.D. 1913. of Parliament or Order) of the Company and any other company or companies or any joint committee so incorporated on which the Company is represented with respect to the lease or other disposal of lands acquired by the Company or the Forth Bridge Railway Company or any such joint committee which lands are not or eventually may not be required for the purposes for which they may have been so acquired:

And whereas it is expedient that the Company should be authorised to abandon and discontinue a portion of the Union Canal in the city of Edinburgh and that the powers in this Act contained in relation to the portion of the said canal so abandoned should be conferred upon the Company and that the agreement entered into between the corporation of Edinburgh and the Company as set forth in the Fifth Schedule to this Act should be sanctioned and confirmed:

And whereas it is expedient that the Company should be empowered to raise additional capital for the purposes of this Act and for the general purposes of their undertaking and to apply their funds to such purposes:

And whereas since the passing of the Lands Clauses Consolidation Acts Amendment Act 1860 the Company have from time to time purchased lands in consideration of the payment of perpetual feu duties and ground annuals as mentioned in section 5 of that Act the capitalised value of which computed at twenty years' purchase thereof amounts in the aggregate to seven hundred and thirty thousand pounds or thereabouts and it is expedient that in respect thereof there should be created and the Company should be empowered to issue debenture stock to make good the reduction of borrowing powers in that section referred to:

And whereas it is expedient that the Company should be empowered to issue warrants and certificates to bearer for stock or shares or debenture stock and that the provisions in this Act contained with respect to such warrants and certificates and the bearers thereof should be made:

And whereas it is expedient that the Burntisland Harbour Commissioners (in this Act referred to as "the Burntisland Commissioners") should be empowered to borrow further money for the purposes of the carrying on and development of their harbour undertaking under the Burntisland Harbour Acts 1870 to 1896 (in this Act referred to as "the Burntisland Harbour

Acts”) and that the Company should be empowered to advance additional money on loan to the Burntisland Commissioners: A.D. 1913.

And whereas plans and sections showing the respective railways and other works by this Act authorised to be constructed and plans of the lands by this Act authorised to be acquired and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes of this Act were duly deposited with the principal sheriff clerks of the several counties within which those works will be constructed and those lands are situate which plans sections and books of reference are in this Act respectively referred to as “the deposited plans sections and books of reference”:

And whereas the purposes 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 King’s most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

1. This Act may for all purposes be cited as the North British Railway Act 1913. Short title.

2. The following Acts and parts of Acts are except where expressly varied by, or inconsistent with this Act incorporated with and form part of this Act:— Incorporation of general Acts.

The Lands Clauses Acts;

The Railways Clauses Consolidation (Scotland) Act 1845;

Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863;

The Companies Clauses Consolidation (Scotland) Act 1845 with respect to the matters following (that is to say):—

The distribution of the capital 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;

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The borrowing of money by the Company on mortgage or bond;

The consolidation of the shares into stock; and

The making of dividends;

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 as amended by subsequent Acts; and

The Harbours Docks and Piers Clauses Act 1847 except sections 16 to 19 (unless the Company shall be required by the Board of Trade to provide and maintain a lifeboat and a tide and weather gauge):

Provided that the following expressions used in the said Act shall have the following respective meanings (that is to say):—

The expressions “packet boat” and “post office packet” mean respectively a vessel employed by or under the Post Office or the Admiralty for the conveyance under contract of postal packets as defined by the Post Office Act 1908 and the expression “post office bag of letters” means a mail bag as defined by the same Act:

Provided also that nothing in the said Act or in this Act shall extend to exempt from rates or duties any such vessel as aforesaid if she also conveys passengers or goods for hire.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings unless there be something in the subject or context repugnant to such construction. And in this Act, unless the subject or context otherwise requires the expression “the railway” or “the railways” means the railways by this Act authorised and in sections 7 8 and 9 of the Railways Clauses Consolidation (Scotland) Act 1845 the word “schoolmasters” shall mean clerks of parish councils or persons acting as such clerks.

Protection of gas and water mains of local authorities.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation (Scotland) Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if “local authority” were mentioned in those sections in

addition to "company or society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated. A.D. 1913.

5. Subject to the provisions of this Act the Company may make and maintain in the lines shown on the deposited plans and according to the levels shown on the deposited sections the railways road pier river and other works hereinafter described with all proper stations sidings roads approaches piles dolphins staithes works and conveniences connected therewith and may enter upon take and use such of the lands delineated upon the deposited plans and described in the deposited books of reference relating thereto as may be required for the purposes thereof or in connection therewith or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act or any Order relating to the Company. Power to Company to make rail-ways &c.

The works hereinbefore referred to and authorised by this Act are—

A railway (No. 1) 1 furlong 6·50 chains in length wholly situate in the burgh of Leith commencing by a junction with the Newhaven and Leith lines of the Caledonian Railway Company at a point 150 yards or thereabouts north-east of the bridge carrying Lochend Road over the said lines and terminating by a junction with the Company's Leith Central Branch at a point 180 yards or thereabouts south of the bridge which carries the said lines over the said branch:

A railway (No. 2) 4 furlongs 8·10 chains in length commencing in the burgh of Leith by a junction with the Company's Leith harbour sidings at a point 330 yards or thereabouts north-west of the bridge carrying the Newhaven and Leith lines of the Caledonian Railway over Seafield Road and terminating in the city and royal burgh of Edinburgh by a junction with the Company's South Leith Branch at a point 85 yards or thereabouts south-east of Seafield Level Crossing:

A railway (No. 3) 5 furlongs 4 chains in length commencing in the burgh of Leith by a junction with the said Newhaven and Leith lines of the Caledonian Railway at a point 20 yards or thereabouts north-west of

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the south abutment of the bridge carrying the said lines over Seafield Road and terminating in the city and royal burgh of Edinburgh by a junction with the Company's South Leith Branch at a point 490 yards or thereabouts south-east of the Seafield Level Crossing:

A railway (No. 4) 2 furlongs 8·41 chains in length commencing in the city and royal burgh of Edinburgh at a point 70 yards or thereabouts south-east of the north-east corner of the boundary wall of Leith Poorhouse and terminating in the city and royal burgh of Edinburgh by a junction with railway (No. 3) by this Act authorised at a point 360 yards or thereabouts south-east of the Seafield Level Crossing:

A railway (No. 5) 1 furlong 0·15 chain in length wholly situate in the city and royal burgh of Edinburgh commencing by a junction with the Company's South Leith Branch at a point 140 yards or thereabouts south-east of the Seafield Level Crossing and terminating at the point of termination of railway (No. 4) by this Act authorised:

A railway (No. 6) 5 furlongs 6·40 chains in length wholly situate in the city and royal burgh of Edinburgh commencing at the point of termination of railway (No. 4) by this Act authorised and terminating by a junction with the Company's South Leith Branch at a point 60 yards or thereabouts north of the bridge carrying the Edinburgh and Portobello Road over the said branch:

A railway (No. 7) 3 miles 3 furlongs 5·36 chains in length commencing in the city and royal burgh of Edinburgh by a junction with the Company's South Leith Branch at a point 80 yards or thereabouts north-west of the bridge carrying the said branch over Brighton Place Portobello and terminating in the parish of Inveresk in the county of Midlothian by a junction with the Company's Monktonhall Ormiston and Macmerry Branch at a point 153 yards or thereabouts east of the junction of the said branch with the Company's main line from Edinburgh to Berwick:

A railway (No. 8) 1 furlong 0·76 chain in length wholly situate in the city and royal burgh of Edinburgh commencing by a junction with the Company's through goods line at Portobello Station at a point 80 yards or

thereabouts north-west of the bridge carrying the said line over Brighton Place Portobello and terminating by a junction with railway (No. 7) by this Act authorised at a point 130 yards or thereabouts south-east of the junction of West Brighton Crescent with Brighton Place:

A railway (No. 9) 3 furlongs 2·60 chains in length commencing in the city and royal burgh of Edinburgh by a junction with railway (No. 7) by this Act authorised at a point 200 yards or thereabouts north of the signal cabin at Niddrie Junction (North) and terminating in the parish of Liberton in the county of Midlothian by a junction with the Company's Suburban and South Side Junction Line between Niddrie Junction (North) and Niddrie Junction (West) at a point 260 yards or thereabouts east of the signal cabin at Niddrie Junction (West):

A railway (No. 10) 3 furlongs in length wholly situate in the parish of Liberton in the county of Midlothian commencing by a junction with railway (No. 7) by this Act authorised at a point 50 yards or thereabouts north of the signal cabin at Niddrie Junction (North) and terminating by a junction with the Company's main line from Edinburgh to Hawick at a point 260 yards or thereabouts north-west of the signal cabin at Niddrie Junction (South):

A railway (No. 11) 9·50 chains in length wholly situate in the parish of Inveresk in the county of Midlothian commencing by a junction with the Company's Suburban and South Side Junction Line between Niddrie Junction (West) and Niddrie Junction (East) at a point at or near the bridge carrying the said line over the public road at or near Craighall and terminating by a junction with railway (No. 7) by this Act authorised at a point 120 yards or thereabouts south of Newhailes Junction:

A railway (No. 12) 5·04 chains in length wholly situate in the parish of Inveresk in the county of Midlothian commencing by a junction with railway (No. 7) by this Act authorised at a point 210 yards or thereabouts west of the junction of the Company's Monktonhall Ormiston and Macmerry Branch with the Company's main line from Edinburgh to Berwick and terminating

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by a junction with the said main line at a point 100 yards or thereabouts west of the said junction :

A railway (No. 13) 3 furlongs 2·77 chains in length wholly situate in the parish of Cockpen in the county of Midlothian commencing by a junction with the Company's sidings at Lady Victoria Pit at a point 70 yards or thereabouts north of Brewer's Bush Bridge which carries the road from Bonnyrigg to Gorebridge over the Company's main line from Edinburgh to Hawick near Newtonloan and terminating at a point 650 yards or thereabouts south of the said bridge :

A railway (No. 14) 3·18 chains in length wholly situate in the parish of Cockpen in the county of Midlothian commencing by a junction with the Company's main line from Edinburgh to Hawick at a point 90 yards or thereabouts south of the said Brewer's Bush Bridge and terminating by a junction with railway (No. 13) by this Act authorised at a point 160 yards or thereabouts south of the said bridge :

A railway (No. 15) 3 furlongs 3·80 chains in length being a deviation of the Company's East Benhar Branch wholly situate in the parish of Whitburn in the county of Linlithgow commencing by a junction with the said branch at a point 294 yards or thereabouts north-west of the bridge which carries the said branch over Main Street Fauldhouse and terminating by a junction with the said branch at a point 960 yards or thereabouts north-west of the said bridge :

A railway (No. 16) 4 furlongs 8·80 chains in length wholly situate in the royal burgh of Dunfermline commencing by a junction with the Company's railway between Inverkeithing and Dunfermline at a point 380 yards or thereabouts south-east of the bridge carrying the main road from North Queensferry to Dunfermline over the said railway and terminating at a point 685 yards or thereabouts north-west of the said bridge :

A road wholly situate in the city and royal burgh of Edinburgh commencing by a junction with the road leading from Restalrig Road past Craigentenny House to Seafeld Road at a point 207 yards or thereabouts

from the junction of the said road with Seafield Road and terminating by a junction with Seafield Road at a point 500 yards or thereabouts south-east of Seafield Level Crossing : A.D. 1913.

A pier wholly situate in the parish of Arisaig and Moidart in the county of Inverness commencing at the south side of the public road leading from Arisaig to Fort William at or near the point where the access to the existing pier near the mouth of the Callop river leaves the said public road and terminating at a point 20 yards or thereabouts south-west of the south end of the said existing pier :

A deepening of the said Callop river and of Loch Shiel in the parish of Arisaig and Moidart in the county of Inverness and the parish of Ardnamurchan in the county of Argyll along the line of boundary between those parishes commencing at a point 40 yards or thereabouts south-west of the south end of the said existing pier and terminating at a point in Loch Shiel 350 yards or thereabouts west of the south end of the said existing pier.

6. If Railways Nos. 2 to 14 inclusive are not completed within two years from the passing of this Act and if Railways Nos. 1 15 and 16 are not completed within five years from the passing of this Act then on the expiration of those periods respectively the powers by this Act granted to the Company for making and completing the same respectively or otherwise in relation thereto shall cease except as to so much thereof respectively as shall then be completed. Period for completion of railways.

7. If the Company fail within the respective periods 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 uncompleted railway or railways is or are completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of such railway or railways and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854. Penalty imposed unless railways opened within time limited.

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Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the King's and Lord Treasurer's Remembrancer on behalf of the Court of Exchequer in Scotland in the bank and to the credit named in such warrant or order and shall not be paid thereout except as hereinafter 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 uncompleted railway or railways by unforeseen accident or circumstances beyond their control Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Application
of penalty
for non-com-
pletion of
railways.

8. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the Edinburgh Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any of them or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit And if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a judicial factor has been appointed or the Company are insolvent or the railway in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such judicial factor or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

9. With respect to tolls rates and charges and for all other purposes whatsoever the railways shall form part of the Company's undertaking:

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Railways to form part of Company's undertaking.

Provided that any colliery owner or lessee in the Lothian coalfield shall be entitled to have and use for coal traffic from and to all or any of his collieries in the Lothian coalfield as many private waggons as he may think fit but the Company shall not at any time be bound to supply waggons for any colliery in respect of which a colliery owner or lessee avails himself of the right aforesaid:

Provided further that a colliery owner or lessee shall not be deemed to avail himself of the right aforesaid at any colliery or collieries so long as he continues at such colliery or collieries not more than the number of private waggons which he has at the passing of this Act:

Provided also that a colliery owner or lessee who desires to avail himself of the right aforesaid in respect of any colliery shall give notice of his intention in writing to the Company and shall have a reasonable time from the giving of such notice within which to acquire waggons for such colliery and during such reasonable time his rights to the supply of Company's waggons for that colliery shall remain as before the passing of this Act Any difference or dispute as to reasonable time shall be decided by an arbiter to be appointed by the Board of Trade.

10. Railways Nos. 2 to 12 inclusive and the South Leith Branch Railway of the Company shall not be used for the conveyance of passengers.

Certain railways not to be used for passenger traffic.

11. When the pier by this Act authorised is opened for public traffic there may be demanded levied and taken for the use thereof any sums not exceeding the several rates specified in the First Schedule to this Act.

Rates for use of pier.

12. Subject to the provisions in the Railways Clauses Consolidation (Scotland) Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railway carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and

Power to cross certain road on level.

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A.D. 1913. on the level of the road next hereinafter mentioned (that is to say):—

No. of Railway.	No. on deposited Plan.	Parish.	Description of Road.
2	39	Leith - - - -	Public.

Height and span of bridge.

13. The Company may make the arch of the bridge for carrying the railway over the road next hereinafter mentioned of any height and span not less than the height and span hereinafter mentioned (that is to say):—

No. of Railway.	No. on deposited Plan.	Parish.	Description of Road.	Height.	Span
7	48	Inveresk - -	Public - -	15 feet	15 feet.

Power to divert roads.

14. The Company may divert the roads referred to in the next following table in the manner shown upon the deposited plans and sections and subject to the provisions of this Act may stop up and cause to be discontinued as a road so much of each existing road as will be rendered unnecessary by the new portion of road so shown on the said plans (that is to say):—

No. of Railway.	Parish.	No. of Road on Plan.
2	City parish of Edinburgh - -	9
7	Inveresk - - - -	48

Company not liable to repair surface of road level of which is not permanently altered.

15. Notwithstanding anything contained in section 39 of the Railways Clauses Consolidation (Scotland) Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railway by a bridge or bridges or the immediate approaches thereto except so far as the level of such road highway or approaches is permanently altered so as to increase the gradient.

Provision as to repair of roads and footpaths.

16. Any road or footpath or portion of road or footpath to be made diverted or altered under the authority of this Act (except the stone iron or other structure carrying any such road or footpath over the railway which structure shall unless otherwise agreed be repaired and maintained by and at the expense

of the Company) shall when made and completed from time to time be repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as other roads and footpaths of the same nature within the parishes in which such road or footpath or portion of road or footpath will be situate are from time to time liable to be repaired or maintained. A.D. 1913.

17. In constructing the works by this Act authorised the Company may deviate from the lines of any of the said works shown on the deposited plans thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the railways shown on the deposited sections thereof in accordance with the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 and may deviate from the levels of the other works by this Act authorised shown on the deposited sections thereof respectively to any extent not exceeding five feet: Power to deviate in construction of works.

Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

18. From and after the opening for public traffic of Railway No. 11 by this Act authorised the Company may discontinue the use of and close for public traffic so much of the Company's Suburban and South Side Junction Railway as lies between the point of commencement of the said Railway No. 11 and Niddrie Junction East which will be rendered unnecessary by the construction of the said Railway No. 11. Discontinuance of railway.

19. The agreement made the twelfth day of April one thousand nine hundred and twelve and the supplementary agreement made the seventh and twelfth days of May one thousand nine hundred and thirteen between the Caledonian Railway Company and the Company as set forth in the Third Schedule to this Act are hereby confirmed and made binding on the parties thereto. Confirming agreement with Caledonian Railway Company.

20. The agreement made the twentieth and twenty-seventh days of March one thousand nine hundred and thirteen between the Company and the Right Honourable Morton Gray Stuart Earl of Moray as set forth in the Fourth Schedule to this Act is hereby confirmed and made binding on the parties thereto. Confirming agreement with Earl of Moray.

21. Subject to the provisions of this Act any of the works authorised by this Act to be constructed on over or under tidal Works below high-water mark to be

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subject to
approval of
Board of
Trade.

lands below high-water mark of ordinary spring tides shall be constructed only in accordance with such plans and sections and subject to such restrictions and regulations as previous to such works being commenced have been approved by the Board of Trade in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade.

Any alteration or extension of any such works shall be subject to the like approval.

If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost of the Company and the amount of such cost shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

For protec-
tion of
North East-
ern and
Great North-
ern Rail-
way Com-
panies.

22.—(1) All running and other powers rights and facilities possessed by the North Eastern Railway Company and the Great Northern Railway Company respectively in respect of the railways of the Company which are situate between the northern terminus of the Forth Bridge Railway and Perth and Dundee respectively shall extend and apply to and in respect of Railway No. 16 by this Act authorised.

(2) Any running powers rights and facilities possessed by the Great Northern Railway Company and the North Eastern Railway Company or either of them (A) over the Company's Leith Central Branch shall extend and apply to Railway No. 1 and (B) over the Company's branch from South Leith to Portobello shall extend and apply to Railways Nos. 2 3 4 5 6 7 8 and 12 by this Act authorised.

For protec-
tion of Cale-
donian Rail-
way Com-
pany.

23. The following provisions for the protection of the Caledonian Railway Company (hereinafter in this section called "the Caledonian Company") shall unless otherwise agreed between the Company and the Caledonian Company apply and have effect (that is to say):—

(1) The Company shall if required by the Caledonian Company purchase the lands and buildings at Seafield numbered on the deposited plans of Railway No. 3 25 26 27 and 28 in the parish and burgh of Leith in the county of Midlothian and shall not be entitled without the consent of the Caledonian Company to take a part or parts only of said lands and buildings :

- (2) Before commencing any works or operations in connection with the construction of Railway No. 2 in or under about or affecting any property or works belonging to or occupied or maintainable or repairable by the Caledonian Company the Company shall submit to the Caledonian Company for their approval plans and sections showing the nature of such works and the manner in which they are to be carried out and also (but only in so far as such works or operations may affect the property or works of the Caledonian Company as aforesaid) working drawings and specifications and the approval of the Caledonian Company shall be deemed to have been given unless the Caledonian Company signify their disapproval within twenty-one days after submission of the said plans sections working drawings and specifications All the said works and operations shall be constructed carried on and completed in conformity only with the plans sections working drawings and specifications so approved at the sole risk and cost of the Company and at the sight and to the reasonable satisfaction of the engineer-in-chief of the Caledonian Company and all such works shall be maintained repaired or renewed by the Company in all time coming at their sole cost at the sight and to the satisfaction of the engineer-in-chief of the Caledonian Company :
- (3) The Company shall not in the making or maintaining of Railway No. 2 interfere with the viaduct or bridge which carries the Leith lines of the Caledonian Company over Railway No. 2 and Railway No. 2 shall be constructed by the Company at their sole risk and cost and so as not to injure alter or interfere with or endanger the structure or stability of the said viaduct or bridge and should any danger injury interruption impediment or interference to or with the passage or conduct of the traffic of the Caledonian Company on the said Leith lines be caused by or be in any way owing to the construction of Railway No. 2 the Company shall free of all expense to the Caledonian Company execute and do all such works as may be necessary to restore remove or prevent such injury danger interruption or impediment as the case may be or the Caledonian Company in their

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option and for any of those purposes may enter upon the works or property of the Company and execute and do all such works and things as may be necessary to restore remove or prevent such injury danger interruption or impediment and the Company shall on demand repay to the Caledonian Company all reasonable costs and expenses incurred by them in connection therewith Provided further that the Company shall pay all costs and expenses and shall make reasonable compensation to the Caledonian Company for all loss or damage including loss of traffic caused by such works and operations interruption impediment or interference to or with the property or works owned occupied maintainable or repairable by the Caledonian Company The Company shall also indemnify the Caledonian Company for all damages or compensation which may be recovered from them by reason of such interruption impediment or interference or by reason of any accident so far as such interruption impediment interference or accident shall have been occasioned by or through the acts or default of the Company :

- (4) Nothing in this Act contained or which may be done in pursuance thereof shall prevent the Caledonian Company from maintaining repairing and whenever in their discretion thought necessary renewing deviating widening enlarging altering or reconstructing the said viaduct or bridge which carries the Leith lines of the Caledonian Company over Railway No. 2 without interference on the part of the Company and without incurring any liability to the Company for any loss injury damage or expense which may arise from such maintenance repair deviation alteration or reconstruction Provided that in the event of the Caledonian Company exercising any of such powers they shall do so in such manner as to cause as little damage and interference as practicable to and with the said Railway No. 2 and shall give except in cases of emergency fourteen days' previous notice in writing to the Company before commencing any such operations as may affect the said railway Provided further that any extra expense which the Caledonian Company may incur in such maintenance repair

renewal deviation widening enlarging alteration or reconstruction by reason of the existence of Railway No. 2 and relative works shall be paid by the Company :

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- (5) The rights and obligations of the Company and the Caledonian Company in respect of the junction of Railway No. 3 with the Caledonian Company's Leith lines so far as not regulated by the supplementary agreement contained in the Third Schedule hereto shall be regulated by the general law :
- (6) Any question or difference between the Company and the Caledonian Company arising under this section shall be determined by an arbiter to be agreed upon between the Company and the Caledonian Company or failing agreement to be nominated by the Board of Trade on the application of either party.

24. For the protection of the lord provost magistrates and council of the city and royal burgh of Edinburgh (in this section called "the corporation" and "the city" respectively) the following provisions shall unless otherwise agreed in writing between the corporation and the Company have effect and be binding on the Company and the corporation respectively (that is to say) :—

For protection of Edinburgh Corporation.

- (1) Seafield Road shall be carried over Railway No. 2 at the point indicated on the deposited plans by means of a bridge forty-five feet wide with an inclined approach from the north-west of similar width the inclination of which shall not be steeper than one in forty Provided that the said bridge and road approach shall be upon or as nearly as practicable upon the lines shown on the deposited plans Provided further that the Company shall in the design and construction of the enclosing fences at angles open out the angles by means of open fencing so that a clear view may be given of the vehicular traffic proceeding from opposite directions and that to the reasonable satisfaction of the corporation Provided further that the whole of the work above specified shall be completed by the Company within a period of two years from the passing of this Act :

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(2) The Company shall concurrently with the construction of the bridge specified in subsection (1) of this section carry out a diversion of the portion of Seafield Road from the north-east end of the said bridge to a point (determined by gradient as herein-after mentioned) in Seafield Road. The said diversion shall be made along a line to be reasonably approved of by the corporation and immediately to the north-east of the existing Seafield Road but so as to leave a temporary roadway of a width of twenty feet adjoining the Company's South Leith Branch. The said diverted portion of said road shall be forty-five feet wide and from the north-east end of the said bridge to the point of junction with the road approach from the bridge specified in subsection (3) (A) of this section shall be constructed on an embankment and having an uniform gradient between the two last-mentioned points and from said last mentioned point to the point of junction with the existing Seafield Road the said diverted portion of said road shall be on an inclined approach with a gradient which shall not be steeper than one in forty. Provided that as much as is necessary of the north-eastern slope of the said embankment shall be so pitched as to protect it from the action of the sea and the remainder of the slopes of the said embankment and of the said road approach specified in subsection (1) of this section shall be suitably soiled and sown with grass seeds. Provided further that the roadway on the top of the said embankment shall be fenced by suitable fences or railings so that the view from the road towards the sea shall not be interrupted or otherwise injuriously affected. The Company shall so far as not already done acquire at their own expense the ground necessary for the site of the said diverted portion of said road and embankment and on the completion thereof the same shall vest in and be maintained by the corporation with the exception of the pitched portion of the north-eastern slope of the embankment which shall be maintained by the Company in all time coming. If the corporation so require the Company

shall construct the said first-mentioned bridge road approach and diverted portion of Seafield Road of a width of fifty feet in place of forty-five feet as before specified but the additional cost incurred in constructing the said bridge road approach and diverted portion of said road of such greater width shall on completion of such works be paid by the corporation to the Company. The corporation for their interest agree that on the completion of the said first-mentioned bridge and the said diverted portion of said road the Company may close the portion of the existing Seafield Road between the west end of the north-west approach to the said bridge and the south-eastern termination of the said diverted portion of said road and appropriate the solum thereof:

- (3) In altering for the purposes of this Act the roads herein-after mentioned the Company shall carry the same over the railways by means of bridges as follows:—

(A) The road known as Loaning Road leading from Restalrig through Craigentenny Meadows to Seafield Road shall be carried over Railways Nos. 3 4 5 and 6 and the existing lines of the Company by means of a bridge thirty feet wide with approaches of similar width as aftermentioned. The approach from the south-west of the said bridge shall be constructed on the lines shown on the deposited plans. The approach from the north-east of said bridge shall be formed at the same level as the said bridge and continued north-eastwards therefrom as an elevated road to the junction with the portion of Seafield Road to be diverted and raised in terms of subsection (2) of this section and where said approach joins Seafield Road as diverted the corners shall be suitably rounded off or bevelled so as to form an easy junction. Provided that if any new road is formed to the south-west of the said Railways Nos. 3 and 6 to connect Restalrig with Seafield Road by the said bridge the Company shall thereupon widen the said last-mentioned bridge and the approaches thereto to the same width as

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that of the said new road but so that the width of the said bridge and approaches thereto including the said widening shall not together exceed forty feet Provided further that the existing level crossing shall be kept open for traffic until the bridge and road approaches herein-before specified are completed ;

(B) Milton Road shall be carried over Railway No. 7 by means of a bridge sixty feet wide with inclined approaches of similar width all to be constructed concurrently with the making of the said railway Provided that the level of the surface of the roadway of said bridge shall not be raised more than eight feet above the level of the surface of the existing road and that the inclination of the said approach from the east shall not be steeper than one in forty and the inclination of the said approach from the west shall not be steeper than one in one hundred Provided further that the slopes of the said road approaches shall be suitably soiled and sown with grass seeds or planted with shrubs as the corporation may require :

(4) In constructing the railways so far as within the city the Company shall carry the same over the roads herein-after mentioned by means of bridges as follows :—

(A) Railways Nos. 7 and 8 shall be carried over Brighton Place by means of a bridge with a clear span of not less than forty feet and with a headway throughout of not less than that of the portion of the existing bridge immediately adjoining Provided that the abutments of said new bridge shall be constructed of masonry to correspond with the abutments of the portion of the existing bridge immediately adjoining and further the Company shall build up to the arches and along the line of the back of the foot pavements the recessed portions of the abutments and arches of the bridge carrying their existing lines over Brighton Place so that such abutments to the height of said arches shall throughout the whole length thereof abut upon Brighton Place and such walls

shall be faced with white-glazed bricks and the exposed surfaces of the brick arches shall be lined with corrugated iron. Provided also that the exposed surfaces of the corrugated iron and the under surface of the girders of the new and existing bridges so far as exposed to view shall be finished in white enamelled paint or varnish and shall be maintained by the Company in a good cleanly condition to the reasonable satisfaction of the corporation. Provided further that if at any time the Company rebuild the whole of the bridge carrying their existing lines over Brighton Place they shall construct the same with a clear span of not less than forty feet;

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(B) Railway No. 7 shall be carried over Hope Lane as diverted as aftermentioned by means of a bridge with a clear span of not less than forty feet and with a headway of not less than eighteen feet. The said bridge shall be constructed so that its abutments shall be in line with the continuation southwards of St. Marks Place and the Company shall form a roadway forty feet wide from the south end of St. Marks Place in continuation of the line of that street southwards under the said bridge to the point where it meets the existing roadway of Hope Lane which new roadway shall form a diversion of the northmost portion of Hope Lane. The said new roadway shall be formed concurrently with the construction of the said bridge and shall after completion be maintained by the corporation:

- (5) Whereas the corporation have in contemplation that a road sixty feet wide will be required running from Seafield Road towards Restalrig at a point near the north-western corner of the lands of Craigentenny the Company shall when constructing Railway No. 3 erect at a point one furlong one hundred and sixty yards measured in an easterly direction along Railway No. 3 from the commencement of the said railway a bridge for the purpose of carrying the said railway over the site of such road sixty feet in width and which bridge shall be built so that the levels of the rails shall be

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the levels shown on the deposited sections and there shall be as large a clear space as possible (and in any case not less than fourteen feet three inches) in height between the present surface of the ground and the bridge and the bridge shall be founded at a sufficient depth to allow of the road being constructed so as to admit of double-decked tramway cars passing under the bridge :

- (6) The Company shall sanction at a point to be agreed upon between them and the corporation and between the bridge to be formed in terms of subsection (3) (A) of this section and Portobello Road the erection by the corporation of a footbridge and relative stairways eight feet wide over the existing lines of the Company and Railway No. 6 for the purpose of giving access from Seafield Road to the ground lying on the south-west of Railway No. 6 :
- (7) All bridges carrying any of the railways over roads or streets within the city shall be constructed by the Company so that the heights shown on the deposited plans and sections or prescribed by this Act shall be the minimum clear heights for the whole width of the carriageway and so that the piers or abutments shall be parallel to the road or street at the site thereof and the Company shall not alter the level of any of such roads or streets or place any pier or other obstruction on the carriageway or footpaths thereof :
- (8) All such bridges shall be constructed so as to prevent as far as possible the drip of water on to the streets or foot pavements to the reasonable satisfaction of the corporation :
- (9) In the construction of any bridges carrying roads over any of the railways the Company shall so arrange that there shall be a sufficient space between the crown of the arch or the girder work and the road surface or that other suitable provision shall be made for the laying of any underground pipe or pipes that may be necessary not only for the present but also for any future reasonable requirements of the corporation as drainage electric supply or tramway authority All bridges and relative road approaches

and roads altered in connection with the construction of the railways shall be constructed by the Company so that the widths shown on the deposited plans or prescribed by this Act shall be the minimum clear widths between parapets walls or fences :

- (10) In the construction of the railways the Company shall where any railway passes under any road or street within the city interfere as little as possible with any electric cables or other electric works and apparatus in or over such road or street and shall always maintain and keep open such road or street for traffic and shall not in any way interrupt any electric current and the Company shall pay to the corporation any extra expense or loss occasioned to them in providing for the uninterrupted supply of electric current during such operations and shall relieve the corporation of all claims made against them in consequence of anything done or omitted to be done in connection with the Company's said operations Provided that on the completion of such operations the Company shall restore any electric cables and any other electric works and apparatus interfered with in the course of such operations all to the reasonable satisfaction of the corporation :
- (11) The roadway of each of the bridges road approaches and roads to be constructed by the Company in terms of this section shall consist of a carriageway with relative water channels and a foot pavement (with relative kerb) on either side thereof and the Company shall make provision to the reasonable satisfaction of the corporation for carrying off the surface drainage from said bridges road approaches and roads The respective widths of the carriageway and foot pavements and the materials of which the carriageway foot pavements kerbs and water channels are to be constructed shall be to the reasonable approval of the corporation before any part of such roadway is formed Further the Company shall fence with walls fences or railings the bridges and road approaches to the reasonable satisfaction of the corporation :
- (12) The Company shall within two years of the passing of this Act remove the siding at present situated on the

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ground belonging to the Company north-east of Seafield Road and east of the proposed new bridge carrying Seafield Road over Railway No. 2 provided for in subsection (1) of this section and the Company shall not at any future time lay down any siding on the said ground east of the said bridge and if desired by the corporation the Company shall convey to them any spare or surplus land east of said bridge not required for the slopes of the embankment of the new road at a price which (failing agreement) shall be fixed by arbitration;

- (13) The Company shall concurrently with the construction of the bridge and relative approaches provided for in subsection (3) (B) of this section widen the existing bridge carrying Milton Road over the Company's main line (Edinburgh to Carlisle) so that the same shall be sixty feet in width between parapets and that along a line to suit the line of the widened road immediately to the west and on completion of the widening of said bridge the corporation shall pay to the Company one-half of the cost of such widening:
- (14) The corporation agree for their interest that on the completion of the diverted portion of Hope Lane specified in subsection (4) (B) of this section the Company may close the portion of the existing lane lying to the north of the junction with the said diverted portion and appropriate the solum thereof. In the event of the corporation deciding at any time after the passing of this Act to continue Hope Lane beyond the southmost point mentioned in subsection (4) (B) of this section passing through the Company's lands the Company shall sell to the corporation (at a price failing agreement to be settled by arbitration as herein-after provided) any land which may be necessary to enable the said lane to be widened to forty feet so far as passing through the Company's property and shall further afford to the corporation all necessary facilities for the erection and maintenance of a bridge (with relative road approaches) carrying the lane as widened over the existing lines of the Company. Provided that the said bridge and relative road approaches shall be of a width not

exceeding forty feet and the said portion of Hope Lane so widened with the bridge and road approaches shall be constructed and maintained by the corporation at their own expense and according to designs approved by the Company Provided further that the whole works shall be carried out so as not to interfere with the existing works of the Company and in the event of the Company being involved in additional expense in the alteration of existing works due to the said works of the corporation the cost thereof shall be borne by the corporation :

- (15) Railway No. 7 shall be carried over the refuse loading bank at the east end of Portobello Station leased by the Company to the corporation by means of a bridge with clear headway of twelve feet from the surface of the loading bank to the under side of the girders carrying the said railway and the under side of such girders shall be painted by the Company of a light colour :
- (16) Whereas a main sewer belonging to the corporation will be intersected by Railway No. 6 the Company shall reconstruct the portion of said sewer between the points of intersection at a lower level and connect said portion to the remainder of the sewer Provided that the Company shall not at any time interrupt the flow of sewage in said sewer but shall make provision for the passage of the contents of the sewer during the reconstruction of the portion above specified :
- (17) Whereas the existing drain in Milton Road will be intercepted by Railway No. 7 And whereas the corporation may require to lay a sewer in Milton Road when the ground fronting that road is further developed and the construction of Railway No. 7 will intercept the natural line of the sewer the Company shall when said railway is being formed either divert the said drain or sewer along the west side of Railway No. 7 so as to discharge into the Brunstane Burn or reconstruct the portion of said drain and sewer so as to pass underneath said railway by a syphon which shall be of such dimensions as the corporation may reasonably prescribe and shall

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be provided with all cleansing chambers manholes inspection eyes and other apparatus necessary for the effective working and control of said syphon :

- (18) On the completion of the reconstructed portion of the sewer referred to in subsection (16) of this section and of the diverted sewer or drain or the construction of the syphon herein-before specified as the case may be the same shall vest in and belong to the corporation and further the Company shall grant to the corporation without any compensation being paid therefor all reasonable facilities for maintaining repairing renewing altering and enlarging from time to time in all time coming any sewers laid under the provisions of this section under over across or along any property belonging to or under the control of the Company but such maintaining repairing renewing altering or enlarging shall be carried out so as not to interfere with the Company's traffic and works :
- (19) The Company shall make all arches tunnels culverts drains and other passages over or at the sides of the railways for the conveyance of the water of the Brunstane Burn and of all streams and watercourses within the city crossed or affected by such railways of such adequate dimensions as may be reasonably required by the corporation and further the Company shall not at any time alter the level of such burns streams and watercourses without the consent in writing of the corporation :
- (20) The Company shall clean out all tunnels culverts and drains interfered with or affected by any of the operations of the Company should they get silted up in consequence of such operations during and for twelve months after the execution of any and all such operations at any time carried out by the Company :
- (21) At least twenty-one days before the Company commence any works the execution of which would in any way interfere with or affect any of the roads or streets or bridges specified or referred to in this section or any other roads or streets within the city or the fencing or enclosing thereof or which would interfere with or affect any of the sewers drains electric wires or other works belonging to or vested in the

corporation the Company shall give to the corporation notice thereof in writing accompanied by plans sections working drawings and specifications showing the manner in which the said works are to be executed and also showing the means to be employed by the Company not only for protecting such roads or streets sewers drains electric wires or other works during the operations of the Company but for making good any injury or damage to or interference with the same respectively and for the permanent protection of any sewers or other works in terms of the provisions of this section which plans sections working drawings and specifications shall be subject to the reasonable approval of the corporation prior to the work of the Company affecting the said roads or streets bridges or the fencing or enclosing thereof or the said sewers drains electric wires or other works being commenced and such works shall be carried out under the supervision and to the reasonable satisfaction of the corporation and in conformity with the plans sections working drawings and specifications as approved of or settled by arbitration as after-mentioned Provided always that if the corporation do not within one month after the service of such notice on them intimate to the Company their approval of the said plans sections working drawings and specifications the Company may thereupon proceed to execute the said works and the corporation shall be held to have approved of or acquiesced in such plans sections working drawings and specifications Provided further that in the event of the corporation disapproving of the said plans sections working drawings and specifications the same shall be settled by arbitration as aftermentioned:

- (22) The Company shall erect and maintain a sleeper fence along the top of the portion of the embankment carrying Railway No. 7 on the north side of the said railway from Brighton Place eastwards to the point where said railway is carried over the Company's main line to Berwick Further the Company shall properly soil and sow with suitable grass seeds or plant with suitable trees and shrubs the northern

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slope of said portion of said embankment Such trees shrubs and grass shall be maintained in all time coming to the reasonable satisfaction of the corporation :

- (23) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the railways so far as situated within the city any placards bills or advertisements other than those relating to the undertaking of the Company without the consent in writing of the corporation Provided that such consent shall not be unreasonably withheld and in the event of any dispute the matter shall be settled by arbitration as herein-after provided :
- (24) The Company shall pay to the corporation the wages of any inspectors reasonably incurred in superintending the construction of any works or operations in this section mentioned :
- (25) If any difference shall arise between the Company and the corporation as to the meaning of or on any matter arising under this section such difference shall failing agreement be referred to and determined by an engineer to be appointed by the sheriff of the Lothians and Peebles on the application of either party and all such works as may be the subject of difference shall be done and carried out by the Company according to such agreement or the decision of such arbiter If any question of law shall arise in the course of any such reference the arbiter shall have power at the request of either party to state a case for the opinion of the Court of Session and the court shall determine such question :
- (26) The special provisions herein contained for the protection of the corporation shall not be deemed to supersede or dispense with the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 but the provisions of that Act (except in so far as they may be inconsistent with any of the special provisions herein contained) shall be and remain in full force and effect Provided that the provisions of sections 18 to 23 both inclusive of the said Act shall apply to all mains pipes feeders wires and tubes of

the corporation and any apparatus connected therewith used for the supply of electricity in the same manner and to the same extent as they apply to all mains pipes and apparatus used for the supply of water and gas.

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25. For the protection of the Edinburgh and Leith Corporations Gas Commissioners (in this section called "the gas commissioners") the following provisions shall unless otherwise agreed between the Company and the gas commissioners have effect (that is to say):—

For protection of Edinburgh and Leith Corporations Gas Commissioners.

- (1) In the construction or widening of any bridges carrying roads over any of the railways by this Act authorised the Company shall so arrange that there shall be a sufficient space between the crown of the arch or top of the girder work and the road surface or within or outside the girder work or that other suitable provision shall be made for the laying of any mains branch or service pipes that may be necessary not only for the present but also for any future reasonable requirements of the gas commissioners Provided that the diameter of the largest pipe to be so laid shall not exceed eighteen inches:
- (2) In carrying out any of the works under this Act affecting any of the mains branch and service pipes or other works of the gas commissioners the Company shall not subject as herein-after stated themselves alter or interfere with the existing mains branch and service pipes or other works of the gas commissioners or the lines and levels of the same or any apparatus valves accesses or entrances connected therewith or prevent or injuriously affect or interrupt the flow of gas through the same But in the event of any alterations or interference being required in consequence of any operations of the Company such alterations or interference shall be executed by the gas commissioners and the gas commissioners shall use every means in their power to have such alterations or interference executed as economically as possible and with all reasonable despatch and in such manner as will enable the Company to carry out their own works most economically and without delay The reasonable cost that may be so incurred

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of such alterations or interference by the gas commissioners shall be paid by the Company to the gas commissioners within three months after a detailed account thereof shall have been rendered to the Company and should any dispute arise as to the cost the same shall be determined by arbitration in manner herein-after provided Provided that in the event of the gas commissioners failing to execute the necessary alterations of or interference with such works aforesaid within a reasonable time the Company may themselves proceed to execute the necessary alterations of or interference with such works aforesaid :

- (3) In the event of any alterations on or deviations of any such mains branch or service pipes or other works being necessary by or in consequence of the operations of the Company under this Act whether for more effectually securing and safeguarding the same and the accesses thereto at all times or for the construction of such works as may be reasonably required for the protection of the gas commissioners' undertaking by or in consequence of the execution maintenance and use of any of the works or the exercise of the powers of the Company all such alterations or deviations or protective works shall be executed and completed by the gas commissioners at the expense of the Company Provided that no such works intended to be executed at the expense of the Company shall be commenced without giving at least fourteen days' written notice or if the circumstances be urgent then such notice as the circumstances permit to the Company with the particulars (including plans and sections) of the work intended and the estimated cost thereof and the same shall be executed as economically as possible and so as to interfere as little as possible with the works of the Company and the Company may elect to vary or alter their works so as to render unnecessary or lessen the proposed operations on the part of the gas commissioners and require the intended alterations or deviations to be correspondingly varied :
- (4) If any difference shall arise at any time between the Company and the gas commissioners or their respective engineers with respect to any of the matters

referred to in or arising out of this section or with respect to the execution of any works such difference shall be referred to an arbiter to be nominated by the sheriff of the Lothians and Peebles on the application of either of the said parties. A.D. 1913.

26. For the protection of the Edinburgh and District Water Trust (in this section called "the trustees") the following provisions shall unless otherwise agreed between the Company and the trustees have effect (that is to say):—

For protection of Edinburgh and District Water Trust.

- (1) In carrying out any of the works under this Act affecting any water mains or pipes of the trustees the Company shall seven days before commencing such works deliver to the trustees plans and sections thereof and subject as herein-after stated shall not themselves alter the position of or interfere with the existing mains branch and service pipes or other works of the trustees or the lines and levels of the same or any apparatus valves accesses or entrances connected therewith but in the event of any alterations of or interference with such works aforesaid being necessary in the exercise of the powers conferred upon the Company by this Act such alterations of or interference with such works shall be executed by the trustees and the trustees shall use every means in their power to have such alterations of or interference with their respective works executed as economically as possible and with all reasonable despatch and in such a manner as will enable the Company to carry out their works without undue delay The reasonable cost of so much of such alterations of or interference with such works by the trustees as is reasonably due to the operations of the Company (including engineers' fees) shall be paid by the Company to the trustees within three months after a detailed account thereof shall have been rendered to the Company and should any dispute arise as to what is due by the Company the same shall be determined by arbitration in manner provided in this section and the trustees' works as so altered shall remain part of the statutory undertaking of the trustees Provided that in the event of the trustees failing to execute the necessary alterations

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of or interference with such works aforesaid within a reasonable time the Company may themselves proceed to execute the necessary alterations of or interference with such works aforesaid :

- (2) The trustees shall at all times have right of access to their mains branch and service pipes and works connected therewith and to any protective works which may be constructed for the purpose of the examination cleansing and renewal repair and duplication enlargement and maintenance of the same and any additional cost of such examination alteration maintenance or other operation caused by the works of the Company in any road or street where any such mains pipes and works connected therewith shall have been laid before the construction of the works of the Company shall be borne by the Company and such additional cost shall be ascertained and paid in the manner provided in subsection (1) hereof :
- (3) In the event of the construction of any of the works under this Act rendering necessary the construction of a bridge or bridges or the widening of any bridge or bridges for the purpose of carrying over the railway any road or street in which the trustees have power either under the special Acts relating to their water undertaking or under any Act incorporated therewith to lay and maintain water mains or pipes or in the event of the Company at any time constructing any bridge or bridges or widening any bridge or bridges for the purpose of carrying any such road or street as aforesaid over the railway then and in either of these events such bridge or bridges and bridge widening shall be constructed of such materials and in such manner as to admit of the trustees laying extending and maintaining and when so laid or extended altering or enlarging such mains or pipes as the engineer of the trustees may before the construction of such bridge or bridges or bridge widening is commenced reasonably determine as necessary for adequately supplying with water the inhabitants of the district within which such bridge or bridges or bridge widening is or are to be constructed Provided that none of such mains or pipes shall be of greater diameter than eighteen inches :

(4) If at any time any accident shall occur to the said mains or pipes at or near any of the points where the same are crossed or otherwise affected by the said works of the Company and in consequence of which accident it may be necessary to interfere with any of the works of the Company it shall be lawful for the trustees immediately to repair the said mains or pipes in such manner as to occasion as little delay and inconvenience as may be to the traffic of the railway of the Company Provided that the trustees shall either before or as soon as practicable after the commencement of such repair give notice thereof to the Company:

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(5) The special provisions herein contained for the protection of the trustees shall not be deemed to supersede or dispense with the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 sections 18 to 23 both inclusive but those provisions respectively (except in so far as they may be inconsistent with any of the special provisions herein contained) shall apply as fully and effectually as if the expression "company or society" mentioned in those sections were extended to include the trustees:

(6) If any difference shall arise at any time between the Company and the trustees or their respective engineers with respect to any of the matters referred to in or arising out of this section or with respect to the execution of any works such difference shall be referred to an arbiter to be nominated by the sheriff of the Lothians and Peebles on the application of either of the said parties and the decision of the said arbiter in all such matters so referred shall be final Provided that in reference to the fifteen-inch and larger mains of the trustees and the apparatus and valves connected therewith the engineer of the trustees shall be entitled absolutely to decide the manner in which such mains shall be altered or interfered with and in these cases the said arbiter shall failing agreement decide whether and to what extent such alteration or interference was due to the operations of the Company and the amount reasonably chargeable against the Company in respect thereof.

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For protec-
tion of Leith
Corporation.

27. For the protection of the provost magistrates and councillors of the burgh of Leith (hereinafter in this section called "the Leith Corporation") in the matters contained in this section the following provisions shall unless otherwise agreed upon in writing between the Company and the Leith Corporation have effect (that is to say):—

(1) In the event of Railway No. 2 being constructed—

(A) The Company shall provide and maintain a footbridge not less than six feet in width over Railway No. 2 and over the existing South Leith Branch at the southern end of the roadway known as "the Esplanade" so as to connect Seafield Road with the said esplanade the Leith Corporation to give the necessary facilities for the erection of the abutment and stairs at the south end of the footbridge;

(B) The Company shall provide and maintain to the reasonable satisfaction of the Leith Corporation an access for cart and foot traffic across Railway No. 2 on the level to the existing slipway and roadway at the southern end of the said esplanade;

(C) From said last-mentioned point the Company shall construct and maintain a suitably fenced footway of not less than ten feet in width along the seaward side of the railway till it will join the public road near the existing level crossing at Seafield about two hundred and fifty yards eastwards of the burgh boundary. Provided that if at any future time the commissioners for the harbour and docks of Leith shall construct a new dock or other works ex adverso of the said footway such footway shall if and when required by the said Commissioners be closed but nothing in this Act contained shall prejudice either any demand which may at any time thereafter be made by the Leith Corporation for a suitable footway to be substituted therefor or any objections of the said commissioners to such demand:

(2) Notwithstanding anything shown on the deposited plans or contained in the deposited books of reference the Company shall not construct any new bridge to carry

Railway No. 3 over Seafield Road nor enter upon or in any way interfere with Seafield Road within the burgh of Leith except that in the event of the existing bridge or viaduct there belonging to the Caledonian Railway Company being widened it shall have the same clear headway throughout as the existing bridge or viaduct and shall be of the same span and any extension of the pier or abutment shall be in the same line as the existing pier and abutment and the design shall correspond with that of the existing bridge or viaduct:

- (3) The bridge carrying Railway No. 3 over Seafield Street shall be constructed with a clear span of not less than fifty feet and with a clear headway throughout of not less than sixteen feet six inches above the present level of the street and the Company shall lower the level of the said street for a distance of fifty feet on each side of the railway to an extent not exceeding six inches and shall restore the paving of the same if called upon by the Leith Corporation to do so and to their reasonable satisfaction and shall not place any pier or other obstruction on the carriageway or footways thereof. The said bridge shall be of such design and appearance as may be reasonably approved by the Leith Corporation and in the event of the Leith Corporation withholding their approval for twenty-one days the design shall be settled by arbitration as hereinafter in this section provided:
- (4) The bridge over Railway No. 1 at Lochend Road shall be of the same width and design as the adjoining bridge belonging to the Caledonian Railway Company and notwithstanding anything contained in the sections of this Act whereof the marginal notes respectively are "Company not liable to repair surface of road level of which is not permanently altered" and "Provision as to repair of roads and footpaths" the Company shall be bound to maintain and when called upon by the Leith Corporation shall be bound to pave the foot pavements and roadway in Lochend Road above and ex adverso of the Company's property there and to the Leith Corporation's reasonable satisfaction:

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- (5) During the construction of the bridge underneath Lochend Road the Company shall to the satisfaction of the Leith Corporation make temporary works for the safe and convenient passage of passenger and vehicular traffic along the said road :
- (6) In constructing Railway No. 3 the Company shall not in any way obstruct the footpath leading from Seafield Road to the Leith Corporation golf course at Craigentenny or the user thereof unless and until they shall have provided to the reasonable satisfaction of the Leith Corporation a suitable access underneath Railway No. 3 having a span of not less than twelve feet and a clear headway throughout of not less than ten feet The Company undertake the future maintenance and upkeep of the substituted access :
- (7) The Company shall not interfere with the service water pipe which supplies the clubhouse in connection with the Leith Corporation golf course at Craigentenny unless and until they shall have provided a suitable substituted water pipe to the reasonable satisfaction of the Leith Corporation :
- (8) The Company shall construct finish and maintain any bridge or viaduct by which the railways will be carried over roads and footpaths within the burgh of Leith or over the access to the said golf course in such a manner as so far as practicable to prevent the dripping of water on the roadway and footpaths beneath the same :
- (9) The Company shall not exhibit or permit to be exhibited in the burgh of Leith or within one hundred yards of the said burgh upon any land bridge viaduct or other work authorised by this Act or upon any building or hoarding and whether during or after the construction of the railways within view from any public street within the burgh of Leith or foreshore thereof or the said golf course any placards or advertisements other than those relating to the railways or the traffic thereon unless the same shall have been approved in writing by the Leith Corporation but such approval shall not be unreasonably withheld :

(10) The Company shall at least twenty-one days before commencing the construction of the works in this section mentioned in the burgh of Leith or any works or operations which may in any way affect the public sewer at Seafield or the public sewer or the water pipe in Lochend Road belonging to the Leith Corporation or affecting the said golf course or access thereto give to the Leith Corporation notice in writing accompanied by detailed plans sections and specifications of such works or operations and such plans sections and specifications shall be subject to the reasonable approval of the Leith Corporation previous to the commencement of such works or operations Provided that if the Leith Corporation do not within twenty-one days after service of such notice upon them intimate to the Company their approval or disapproval of such plans sections and specifications the Company may proceed to carry out such works or operations in accordance with such plans sections and specifications but if within the said period the Leith Corporation shall disapprove the said plans sections and specifications the same shall be referred to arbitration as hereinafter in this section provided:

(11) Where Railway No. 2 crosses the public sewer near the level crossing at south end of the Esplanade and Railway No. 1 crosses the public sewer and water pipe at Lochend Road belonging to the Leith Corporation the Company shall at their own expense construct and maintain good and sufficient culverts with suitable manholes over these sewers and water pipe so as to leave the same accessible for the purpose of repair or renewal and at the first-mentioned sewer the said culvert shall extend from the existing manhole outside the seaward boundary of the existing railway to a new manhole outside the seaward boundary of the new railway and at Lochend Road the sewer and water pipe shall be lowered and the access culverts shall extend from the back of abutment of existing Caledonian Railway Bridge there across the new railway to new manholes at the back of abutment of new bridge and the said water pipe shall be fitted with a scour

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cock which shall be suitably connected to the sewer and these and any other works that may be required either for the temporary or permanent protection of the said sewers and water pipe and for all proper and convenient accesses to the same in consequence of any works or operations of the Company shall be executed and constructed by and at the expense of the Company under the superintendence and to the reasonable satisfaction of the Leith Corporation and such permanent works shall be maintained in good repair by the Company. The Leith Corporation shall on giving reasonable notice have right of access at all times to the manholes and access culverts above referred to:

- (12) The Company shall bear and pay any additional expense which may be incurred by the Leith Corporation in the construction and maintenance of further pipes sewers or works which may be reasonably necessary in consequence of the works by this Act authorised and shall also bear and pay the price of any water obtained from the Edinburgh and District Water Trust on account of the Leith Corporation's Lochend water supply being interrupted by reason of the operations of the Company including any expense incurred in restarting the flow of water from Lochend Loch:
- (13) The Company shall make good any damage and indemnify the Leith Corporation against all lawful claims for damage of whatever nature which may be caused to the said sewers or water pipe by the operations of the Company and the Company shall clean out the said sewers should they get silted up in consequence of any such operations of the Company during and for a period of twelve months after the execution of any and all such operations:
- (14) The Company shall pay to the Leith Corporation the expense which they may reasonably incur or be put to in superintending any works in this section mentioned and any works or operations which may affect the said sewers or water pipe:
- (15) The provisions of this section shall not be deemed to supersede or dispense with the provisions of the

Railways Clauses Consolidation (Scotland) Act 1845 A.D. 1913.
which last-mentioned provisions shall except in so far
as they may be inconsistent with any of the provisions
of this section be and remain in full force and effect:

- (16) The Company shall suppress as far as practicable steam whistling and all unnecessary noise in the conduct of their traffic within and near the burgh of Leith either during construction of the works or thereafter:
- (17) The embankments to be formed within the burgh of Leith and adjoining the said golf course shall be planted and kept planted by the Company with trees or shrubs or otherwise so as to preserve the amenity of the district to the reasonable satisfaction of the Leith Corporation:
- (18) If any difference shall arise between the Leith Corporation and the Company as to the meaning of or otherwise under this section such difference shall on the application of the Leith Corporation or of the Company be referred to and determined by an arbiter to be mutually agreed upon by the Leith Corporation and the Company or failing agreement to be appointed by the sheriff of the Lothians and Peebles.

28. Notwithstanding anything in this Act contained or shown upon the deposited plans the following provisions shall unless otherwise agreed in writing between the commissioners for the harbour and docks of Leith (in this section referred to as "the dock commission") and the Company extend and apply for the protection of the dock commission:—

For protec-
tion of Leith
Dock Com-
missioners.

- (1) The Company shall not as regards Railway No. 2 and any footway along the seaward side thereof purchase or acquire compulsorily any part of the properties numbered 39 40 41 and 42 on the deposited plans in the parish of Leith in so far as belonging to the dock commission but the Company may acquire and the dock commission shall for the nominal consideration of five shillings payable yearly at Whitsunday grant (with warrandice from fact and deed only) a free and full wayleave not more than one hundred and twenty feet in width measured northward from the northmost rail of the Company's South Leith

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Branch over so much of the said properties as belongs to the dock commission and may be necessary for the purpose of the construction maintenance and use of Railway No. 2 and works connected therewith and the said footway :

- (2) The Company shall construct the said Railway No. 2 and the said footway so far as upon the said properties numbered 39 40 41 and 42 (hereinafter in this section referred to as "the said portion of Railway No. 2") in such line within the limits of deviation shown upon the deposited plans in the parish of Leith as shall be reasonably approved by the engineer for the time being of the dock commission (in this section called "the said engineer") and so as to leave undisturbed at all times (in so far as is reasonably practicable) the Marine Esplanade and the sea wall thereof and the roadway numbered 40 on the said deposited plans and the sea wall thereof and all works belonging or reputed to belong to the dock commission :
- (3) The Company shall in constructing the said portion of Railway No. 2 make and construct the same and also all such works as may be reasonably required by the dock commission for the protection of their lands property or works (hereinafter in this section referred to as "incidental works") according to such plans sections and specifications and in every respect in such manner as shall be reasonably approved by the said engineer after the Company shall have submitted to him such plans sections specifications and other particulars with a written request for his approval and the Company shall not commence the construction of the said portion of Railway No. 2 or incidental works or enter upon or interfere with any lands works or property belonging to the dock commission until the Company shall have obtained the approval of the said engineer as aforesaid Provided always that if the said engineer shall disapprove such plans sections and specifications or other particulars or shall for the period of one month after such written request as aforesaid neglect or refuse to approve the same then the said portion of Railway No. 2 and incidental works shall be constructed by the Company

according to plans sections and specifications to be submitted by the Company to and approved (subject however to the special provisions of this section) by an arbiter to be appointed as in this section provided:

- (4) The said portion of Railway No. 2 and any incidental works shall be executed and thereafter maintained at the expense of the Company and under the supervision and to the reasonable satisfaction of the said engineer and the Company shall execute and complete any portion of such works which the said engineer shall reasonably deem necessary and expedient before they commence any other portion thereof:
- (5) During the construction of the said portion of Railway No. 2 and incidental works the Company shall pay to the dock commission all reasonable expenses of employment by them of inspectors or watchmen (to be appointed by the dock commission) for inspecting the same and for watching their docks and works with reference to and during such construction and for preventing as far as may be all interference obstruction and danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise:
- (6) The Company shall be responsible for and make good to the dock commission all proper costs losses damages and expenses which may be occasioned to the dock commission or to any of the existing works or property of the dock commission or to the traffic thereon by reason of or consequent upon the existence or failure of the said portion of Railway No. 2 and the works in connection therewith and incidental works or the maintenance thereof or (during the construction of the works) any act or omission of the Company or of their contractors or of any of the persons in the employment of the Company or of their contractors and the Company shall effectually indemnify and hold harmless the dock commission from all claims and demands upon or against them during or by reason of such construction or maintenance or failure or such act or omission:

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—

- (7) If the dock commission at any time hereafter make application to Parliament or to any Government department for powers for the construction of new docks or other works ex adverso of said Railway No. 2 the Company shall not oppose such application save and except for the purpose of obtaining protection for their works or property :
- (8) Any dispute or difference arising between the dock commission and the Company with regard to the foregoing provisions of this section or any of them or any matter or thing to be done thereunder or otherwise in relation thereto shall be determined by an arbiter to be agreed upon between the dock commission and the Company or failing agreement to be appointed on the application of either the dock commission or the Company by the President of the Institution of Civil Engineers :
- (9) The dock commission shall have full power to cross any footway along the seaward side of the said Railway No. 2 on the level with any lines of railway which they may deem necessary for making connections with the said portion of Railway No. 2 :
- (10) In the event of the dock commission at any time hereafter extending their docks or works or constructing new docks or works ex adverso of the said portion of Railway No. 2 the Company shall if and when required by the dock commission forthwith take up and remove so much of any footway along the seaward side of the said Railway No. 2 as the dock commission may require and the Company shall not be entitled to any compensation payment or expenses in respect of such taking up or removal :
- (11) Except as otherwise by this Act expressly provided nothing in this Act contained shall affect or prejudice the provisions of any Act relating to the harbour and docks of Leith nor shall extend to take away prejudice or diminish or alter any of the estates rights privileges powers or authorities vested in the dock commission nor shall extend to take away prejudice or diminish the rights and interests (if any) of the dock commission in or to the foreshore of the

Firth of Forth or the bed of the sea ex adverso thereof within the limits or precincts of the harbour and docks of Leith. A.D. 1913.

29. For the protection of the county council of the county of Midlothian and of the district committees of the Suburban and Lasswade districts of that county (hereinafter called "the county council" and "the district committees" respectively) the following provisions shall (unless otherwise agreed between the county council and the Company) have effect notwithstanding anything to the contrary in this Act contained or shown upon the deposited plans and sections (that is to say):—

For protection of Midlothian County Council.

- (1) In constructing Railway No. 7 the Company shall make the bridges for carrying the same over the roads numbered 10 and 40 on the deposited plans in the parish of Inveresk of a height not less than sixteen feet and of a span as regards Road No. 10 of not less than thirty-five feet and as regards Road No. 40 of not less than thirty feet:
- (2) In constructing Railway No. 7 the Company shall make the bridge for carrying the same over the road numbered 48 on the deposited plans in the parish of Inveresk of a height not less than fifteen feet and of a span not less than twenty-five feet:
- (3) The Company shall in constructing the bridges over the roads numbered 10 40 and 48 on the deposited plans in the parish of Inveresk take effective means to prevent so far as practicable and if necessary by means of corrugated iron sheeting with conductor pipes therefrom to intercept all water drip from such bridges on the roads and footpaths underneath:
- (4) Proper and sufficient drains cesspools gratings and outfalls shall where required by the district committees be laid by the Company for carrying off the surface water from the roads within the county of Midlothian so far as the same are interfered with by the construction of the works authorised by this Act:
- (5) For the purposes of constructing Railways Nos. 7 and 9 at the points where such railways cross the Liberton sewer of the said Suburban District

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Committee at the Brunstane Burn the Company shall reconstruct the sewer by means of 18-inch diameter iron piping protected with concrete along the inside of the culvert rendered necessary for carrying the Brunstane Burn below the railway embankment and shall form a diversion of the sewer from the west side of the railway to again connect with the existing sewer at a point about fifty yards to the west thereof The Company shall construct manholes on the sewer (1) inside their own ground at the point where said sewer enters said conduit and (2) at the point where the diverted sewer connects with the existing sewer The Company shall thereafter maintain said sewer so far as within their ground and the manhole situated therein :

- (6) For the purpose of constructing Railway No. 7 at Wanton Walls at the point where such railway crosses the sewer carrying the sewage from Newcraighall the Company shall where such sewer passes under the railway place manholes inside or adjoining the fences on both sides of the railway and shall carry such sewer under the railway between the manholes by means of 18-inch diameter iron piping and thereafter maintain such manholes and such sewer between the manholes :
- (7) If in the construction of the railways and other works by this Act authorised it shall be found necessary to alter the existing lines or levels of the aqueducts conduits or lines of pipes or any of them of the county council or district committees or to otherwise interfere therewith such alteration shall be carried out so far as possible as not to injuriously affect or interrupt the supply of water conveyed by the same and the Company shall give at least four weeks' previous notice to the county and district clerks before commencing any such works :
- (8) The construction of the railways and works connected therewith in so far as involving any alteration of or works affecting any sewer or any aqueduct conduit or line of pipes of the county council or district committee shall be executed at the expense of the

Company and at the sight and to the reasonable satisfaction of the engineer of the county council or district committees and according to plans to be approved by such engineer within twenty-one days after submission to him of the same by the Company or in case of difference to be approved by an arbiter to be appointed as hereinafter mentioned before such works are commenced and if the county council or district committees shall incur any reasonable expense for works necessary in connection with the said alteration of any such sewers or aqueducts conduits or lines of pipes or any other interference therewith by the Company or in reference to accesses thereto the same shall be repaid by the Company to the county council or the district committees :

- (9) The county council and district committees shall have at all times the right of access (at their own risk) to such sewers aqueducts conduits or lines of pipes for the repair enlargement alteration and maintenance of the same and for laying additional pipes alongside of any existing sewers aqueducts conduits or lines of pipes crossed by the railways when they shall see fit Provided that in so doing they shall in no way damage interfere with or unnecessarily interrupt the railways or the traffic thereon Provided also that if any diversion of any existing sewer aqueduct or line of pipe is rendered necessary by reason of the Company's operations new pipes with all proper valves scour drains and other conveniences shall be provided laid fitted and jointed by and at the expense of the Company and at the sight and to the reasonable satisfaction of the engineer of the county council or district committees and that before the existing pipes or others are interfered with :
- (10) The Company shall pay to the county council or district committees the expense which they may reasonably incur or be put to in superintending the works referred to in this section :
- (11) If any difference shall arise between the Company and the county council or district committees or their respective engineers in connection with any of the matters referred to in this section such difference

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shall be determined by an arbiter to be agreed upon or failing agreement to be appointed by the sheriff of the Lothians and Peebles on the application of either party.

For protection of Colonel Macdonald.

30. For the protection of Colonel John Andrew Macdonald of Glenaladale (in this section called "the owner") the following provisions shall unless otherwise agreed between the Company and the owner apply and have effect (that is to say):—

Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not purchase or acquire by compulsion any lands or property of the owner but the owner shall grant and the Company shall take a lease of so much of the lands numbered on the said plans 2 3 4 5 7 8 9 10 and 11 in the parish of Arisaig and Moidart and county of Inverness as will be necessary for the purposes of this Act upon such terms and conditions and for such period as may be or may have been agreed to prior to the passing of this Act.

Power to acquire additional lands &c.

31. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take use and appropriate for the purposes of their undertaking and for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act or any Order relating to the Company the lands hereinafter described or referred to delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

- (A) Certain lands in the parish of Falkirk in the county of Stirling along the north side of the Company's main line from Glasgow to Edinburgh extending between points respectively 35 yards or thereabouts west and 190 yards or thereabouts east of the culvert carrying the said line over Skipperton Burn:
- (B) Certain lands in the parish of Falkirk along the north side of the Company's main line from Glasgow to Edinburgh extending between points respectively 990 and 1,530 yards or thereabouts to the east of the booking office at Bonnybridge Station:
- (C) Certain lands in the parish of Kirkintilloch in the county of Dumbarton along the south side of the Company's

main line from Glasgow to Edinburgh adjoining their Gartshore Sidings : A.D. 1913.

- (D) Certain lands in the parish of Athelstaneford in the county of Haddington along the south side of the Company's main line from Edinburgh to Berwick extending between points respectively 515 and 740 yards or thereabouts to the east of the booking office at Drem Station :
- (E) Certain lands in the royal burgh of Dunfermline on the south side of the Company's railway from Dunfermline to Thornton extending between points respectively 212 and 224 yards or thereabouts east of the bridge carrying the said railway over Townhill Road Dunfermline :
- (F) Certain lands in the parishes of Dunfermline and Inverkeithing in the county of Fife and partly in the royal burgh of Dunfermline on the west side of the Company's railway from Inverkeithing to Dunfermline between a point 40 yards or thereabouts south of Inverkeithing Central Junction and a point 220 yards or thereabouts north-west of Inverkeithing North Junction :
- (G) Certain lands in the parish of Inverkeithing within the triangle formed by the Company's lines of railway between Inverkeithing North Junction Inverkeithing East Junction and Inverkeithing Central Junction :
- (H) Certain lands in the parish of Inverkeithing on the east side of the Company's railway from Inverkeithing to Burntisland between a point 60 yards or thereabouts north of Inverkeithing Central Junction and a point 340 yards or thereabouts north of the said junction :
- (I) Certain lands in the parishes of Dunfermline and Inverkeithing and partly in the royal burgh of Dunfermline on the north side of the Company's railway from Dunfermline to Burntisland viâ the Inverkeithing loop line between a point 220 yards or thereabouts north-west of Inverkeithing North Junction and a point 300 yards or thereabouts south-east of the said junction :
- (J) Certain lands in the parishes of Lunan and Craig in the county of Forfar along the north-west side of the

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Company's line from Arbroath to Montrose extending between points respectively 110 yards or thereabouts south-west and 310 yards or thereabouts north-east of the centre of the viaduct carrying the said line over Dunninald Den :

- (κ) Certain lands in the parish of Arisaig and Moidart in the county of Inverness situate on both sides of and adjoining the access to the existing pier near the mouth of the Callop river and on both sides of and adjoining the said pier.

Railway
siding accom-
modation at
Granton
Harbour.

32.—(1) The Company shall not under the powers of this Act take by compulsion any lands at Granton Harbour belonging to the Right Honourable John Charles Montague Douglas Scott Earl of Dalkeith or other the owner thereof for the time being (in this section referred to as "the owner").

(2) The Company may for the purpose of providing additional railway facilities at Granton Harbour enter upon and reclaim and fill up to a level 1·5 feet below the level of the rails of the existing harbour running line the area of land forming part of Granton West Harbour and of lands delineated on the deposited plans and described in the deposited books of reference situated in the city parish of Edinburgh and county of the city of Edinburgh and extending to 9·1 acres or thereby bounded on the north and north-east by the pitched slope in this section after-mentioned on the west by the west pier at Granton Harbour and on the south by the public road and which area is shown edged green on the plan dated the sixth day of June one thousand nine hundred and thirteen signed in duplicate by William Alexander Fraser on behalf of the Company hereinafter referred to as "the plan."

(3) The owner shall construct the pitched slope shown upon the plan in accordance with sections and specifications to be approved by the Company and in case of difference to be settled by an engineer to be agreed upon or appointed by the Dean of the Faculty of Advocates Edinburgh.

(4) The Company shall simultaneously with the construction of the said pitched slope reclaim and fill up to the level as aforesaid that part of the said area extending to 2·15 acres or thereby which is coloured red on the plan and shall lay down upon the said reclaimed area so coloured the railway sidings shown upon the plan.

(5) The Company shall immediately upon the completion of the reclamation of the said area coloured red and of the said pitched slope reclaim and fill up to the level as aforesaid that part of the said area extending to .83 of an acre or thereby which is coloured yellow on the plan and shall divert and lay thereon and double the existing harbour running line from the public road as shown upon the plan In filling up the said area coloured yellow the Company shall be entitled to use the harbour running lines and to unload therefrom.

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(6) With regard to the remaining portion of the said area extending as shown upon the plan to 6.12 acres or thereby which is coloured blue on the plan the Company shall proceed with the reclamation and filling up of the same to the level as aforesaid at such times and to such extent as may be agreed between the owner and the Company and shall from time to time lay down thereon the railway sidings shown upon the plan Provided that the Company shall be bound to proceed with the said reclamation of the said 6.12 acres or thereby and the laying down thereon of the railway sidings so as from time to time to meet the reasonable traffic requirements of the said harbour Any difference or dispute between the Company and the owner under this subsection shall be referred to the Dean of the Faculty of Advocates as sole arbiter and his decision shall be final.

(7) The Company shall maintain the said sidings in good order and shall also perform at their own cost the ordinary maintenance of the said pitched slope The owner shall perform at his own cost any extraordinary maintenance of the said pitched slope including the making good of any defects in the original construction or workmanship thereof and all repairs required in consequence of damage by storms The maintenance of the said pitched slope shall not be considered extraordinary maintenance within the meaning of this section when the cost thereof necessitated at any one time does not exceed one hundred pounds sterling The Company shall in respect of the occupation by the said sidings of the said areas of ground or any part thereof pay to the owner at Whitsunday yearly a rent of one pound sterling the first payment of said rent being due and payable at the first term of Whitsunday following the completion of the said sidings on the reclaimed land coloured red.

(8) The owner shall be entitled at any time on one year's previous notice to call upon the Company to remove the said sidings or any part or parts thereof and should the owner avail

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(9) The said sidings shall be used primarily for traffic to or from the said harbour The Company shall be entitled to use the said sidings for other traffic but only in so far as such use will not in any way or to any extent prejudice the working of the traffic to or from the said harbour.

(10) Subject to the provisions of this section and in the event of vessels at any future time being loaded or unloaded at the said pitched slope or any part of it or from any pier jetty or other work that may be constructed at or adjacent thereto or in connection therewith the Caledonian Railway Company shall be entitled to access to and from such vessels from each end of the sidings hereinbefore referred to and to the use of the said sidings for the purpose of conveying traffic of all kinds to and from such vessels but the said sidings shall not be used by the Caledonian Railway Company for storage accommodation for waggons except to such an extent as is reasonably necessary in connection with the export or import of traffic from or to such vessels the intention being that subject to the provision of this subsection traffic to and from the Caledonian Railway from and to Granton Harbour or any part thereof shall be treated as favourably in all respects as traffic to and from the North British Railway from and to said harbour or any part thereof.

(11) For so long as the option by this section conferred on the owner remains unexercised the Caledonian Railway Company shall be entitled to use (1) the southmost line of sidings upon the area coloured red upon the plan and (2) the other sidings in so far as situated upon the area coloured blue upon the plan if and when sidings are constructed upon the area coloured blue or any part thereof for mineral traffic which may be carried by the Caledonian Railway Company for export at the existing west pier but not for the storage of such mineral traffic except to such extent as is necessary in connection with the shipment of coal and the Caledonian Railway Company shall further be entitled for the purpose of so using the said sidings to run over and use so much of the railways of the Company as may be necessary to enable the Caledonian Railway Company to run full trains into the said siding upon the area coloured red and the said sidings upon the area coloured blue and in respect of the exercise of the powers conferred by this subsection the Caledonian Railway Company shall pay annually to the Company such sum as failing agreement may from time to time be determined by an arbiter to be appointed by the Board of Trade.

33. The Company may hold and may use and appropriate for the general purposes of their undertaking the following lands which have been already acquired by them (that is to say):—

Company may hold certain lands already acquired.

In the county of Cumberland—

- (1) Certain lands in the parish of Rockcliffe on the east side of and adjoining the Company's main line from Carlisle to Hawick north of Harker Station:

In the county of the city of Edinburgh—

- (2) Certain lands in the city parish of Edinburgh and city and royal burgh of Edinburgh on the south side of and adjoining the Company's main line of railway from Edinburgh to Berwick at Joppa Station:

In the county of Midlothian—

- (3) Certain lands in the parish of Cockpen on the north-west side of Waverley Terrace Bonnyrigg on which is situate the cottage and pertinents known as Glenderg Cottage:

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- (4) Certain lands in the parish of South Leith on the east side of and adjoining the storage sidings of the Company at South Leith Goods Depôt:
- (5) Certain lands in the parish of Liberton on the south side of and adjoining the Company's railway from Duddingston to Portobello partly on the east and partly on the west side of the public road from Niddrie to Portobello:

In the county of Fife—

- (6) Certain lands in the parish of Auchterderran on each side of and adjoining the Company's railway from Dunfermline to Thornton and of the Company's Glencraig Branch Railway extending eastwards and westwards from the junction of said Glencraig Branch with said railway from Dunfermline to Thornton:
- (7) Certain lands in the parish of Dunfermline on the south-west side of and adjoining the Steelend Branch Railway of the Company at the level crossing of the public road leading from Dunfermline to Saline over said railway to the west of Steelend Goods Station:
- (8) Certain lands in the parish of Dunfermline on the south side of and adjoining the West of Fife Mineral Railway of the Company extending eastwards and westwards from the public road leading from Townhill to Bowershall at Lilliehill Junction:
- (9) Certain lands in the parish of Dunfermline on each side of and adjoining the West of Fife Mineral Railway of the Company at the western junction with said railway of the siding to Kingseat No. 1 Pit:
- (10) Certain lands in the parish of Dunfermline on the south side of and adjoining the Company's railway from Dunfermline to Thornton to the east of Dunfermline Upper Station:
- (11) Certain lands in the parish of Dunfermline on the north side of and adjoining the Company's railway from Stirling to Dunfermline west of and adjoining Whitemyre Goods Station:
- (12) Certain lands in the parish of Kinghorn on the north and west sides of and adjoining the Company's station

at Kinghorn on their main line from Edinburgh to Dundee:

- (13) Certain lands in the parish of Markinch on the west side of and adjoining the Company's main line of railway from Thornton to Dundee near and to the north of Thornton Station:
- (14) Certain lands in the parish of Markinch on the south side of and adjoining the Leven and East of Fife Railway of the Company at the level crossing on said railway known as "Tullybreck Crossing":
- (15) Certain lands in the parish of Markinch on the north side of and adjoining the Leven and East of Fife Railway of the Company at the level crossing known as "Doubledykes Crossing":
- (16) Certain lands in the parish of Markinch on the south side of and adjoining the Muiredge Branch Railway of the Company south of the bridge carrying the public road from Kirkcaldy to Kennoway over said railway east of Cameron Bridge Station:
- (17) Certain lands in the parish of Markinch on the north-east side of the public road leading from Kennoway to Kirkcaldy south-east of Cameron Bridge Station:
- (18) Certain lands in the parish of Wemyss on the north side of and adjoining the sidings of the Company at Methil Docks and on the east side of the street known as Wemyss Place Methil:

In the county of Forfar—

- (19) Certain lands in the parish of Maryton on the north-west side of and adjoining the Company's main line of railway from Arbroath to Montrose at and to the south-west of Dunninald Viaduct:

In the county of Kinross—

- (20) Certain lands in the parish of Cleish on each side of and adjoining the Company's main line of railway from Dunfermline to Perth to the north of Kelty Station:

In the county of Lanark—

- (21) Certain lands in the parish of Carluke on the south side of the road leading from Burn Road to Stewart Street Carluke on which is situate the cottage and pertinents known as Ardbeg Cottage:

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(22) Certain lands in the city parish of Glasgow on the east side of and adjoining the Company's main line from Edinburgh to Glasgow east of and adjoining Cowlairs Station :

(23) Certain lands in the parish of Shotts on the south side of and adjoining the Company's railway from Airdrie to Bathgate west of Forrestfield Station :

(24) Certain lands in the parish of Shotts on the north-west side of and adjoining the branch railway of the Company at Hartwoodhill Junction :

In the county of Linlithgow—

(25) Certain lands in the parish of Whitburn on the west side of and adjoining the East Benhar Branch Railway of the Company to the north of the junction of said branch with the Wilsontown Morningside and Coltness Branch Railway of the Company :

In the county of Northumberland—

(26) Certain lands in the parish of Corsenside on the south west side of and adjoining the Wansbeck Valley Railway of the Company east of Woodburn Station :

In the county of Roxburgh—

(27) Certain lands in the parish of Castleton on the north side of and adjoining the Company's railway from Hawick to Carlisle at and to the east of Newcastleton Station :

In the county of Stirling—

(28) Certain lands in the parish of Falkirk on the north side of the Bainsford Branch Railway of the Company 120 yards or thereabouts south-west of the bridge carrying Main Street Bainsford over said railway :

(29) Certain lands in the parish of Falkirk on the north side of and adjoining the Company's main line of railway from Edinburgh to Glasgow between Bonnybridge Station and the bridge carrying said railway over Roughcastle Burn :

(30) Certain lands in the parish of Killearn on the east side of and adjoining the Company's Strathendrick and Aberfoyle Railway at Killearn Station :

And the expenditure of money by the Company in or about the purchase of the said lands is hereby sanctioned and confirmed

but nothing in this Act shall exempt the Company from any action or other proceeding for nuisance in the event of any nuisance having been or being caused or permitted by them upon any lands acquired by them as aforesaid to which this section relates. A.D. 1913.

34. The Company may hold and may use and appropriate for the general purposes of their undertaking in connection with the working of the Forth Bridge Railway the following lands which have been already acquired by them (that is to say):—

Company may hold certain lands already acquired in connection with Forth Bridge Railway.

Certain lands in the parish of Inverkeithing in the county of Fife on the north-east side of the Forth Bridge Railway at North Queensferry Station :

And the expenditure of money by the Company in or about the purchase of the said lands is hereby sanctioned and confirmed but nothing in this Act shall exempt the Company from any action or other proceeding for nuisance in the event of any nuisance having been or being caused or permitted by them upon any lands acquired by them as aforesaid to which this section relates.

35. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act 1845 shall not exceed ten acres but nothing in that Act or in this Act shall exempt the Company from any action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Lands for extraordinary purposes.

36. The powers of the Company for the compulsory purchase of lands under the powers of this Act shall cease after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.

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

Owners may grant servitudes &c.

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

38. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the Second Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term “the owner” and the said properties are hereinafter referred to as “the scheduled properties”:
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbiters or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as “the tribunal”) shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which

the Company have compulsory powers of purchase) can be so severed: A.D. 1913.

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner:
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in

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consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation (Scotland) Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 90 of the Lands Clauses Consolidation (Scotland) Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Stopping up roads in case of diversion.

39. Where this Act authorises the diversion of a road or public footpath and the stopping up of an existing road or public footpath or any portion thereof such stopping up shall not take place until in the case of a new road the new road is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company and the road authority until the sheriff shall have certified that the new road has been completed to his satisfaction and is open for public use and in the case of a public footpath until the sheriff shall have certified that the new footpath has been completed to his satisfaction and is open for public use.

Before applying to the sheriff for his certificate in the case of a new road the Company shall give to the road authority seven days' notice in writing of their intention to apply for the same.

As from the completion of the new road to the satisfaction of the road authority or as from the date of the said certificate as the case may be all rights of way over or along the existing road or portion thereof or over or along the existing footpath or portion thereof shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road or footpath stopped up as far as the same is bounded on both sides by lands of the Company:

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way

extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

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40. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished. Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

As to private rights of way over lands taken compulsorily.

41. And whereas lands have from time to time been purchased or acquired by the Company the Forth Bridge Railway Company and by joint committees incorporated by Act of Parliament or Order on which the Company may be represented adjoining or near to railways or stations belonging to the Company or the Forth Bridge Railway Company or belonging to or worked or managed by such joint committees but such lands are not immediately required for the purposes of the undertaking of the Company or of the Forth Bridge Railway Company or of such joint committees as the case may be and it is expedient that further powers should be conferred upon the Company and the Forth Bridge Railway Company and such joint committees respectively with respect to such lands. Therefore notwithstanding anything contained in the Lands Clauses Consolidation (Scotland) Act 1845 or in any Act or Order relating to the Company or the Forth Bridge Railway Company or any such joint committees with which that Act is incorporated the Company or the Forth Bridge Railway Company or any such joint committees shall not be required to sell or dispose of any such lands or any lands acquired under the powers of this Act which may not be immediately required for such purposes but may retain hold or use or may lease or otherwise dispose of the same in consideration of such rent or on such other terms as the company or committee exercising the said powers may think fit.

Power to retain lease &c. lands.

42. The agreement made the thirty-first day of October and the first day of November one thousand nine hundred and twelve between the corporation of Edinburgh and the Company as set forth in the Fifth Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirming agreement with corporation of Edinburgh.

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Abandon-
ment of por-
tion of
Union Canal.

43.—(1) The Company may abandon discontinue the use of and close for public traffic so much of the canal or navigation authorised by the Acts 57 George III. cap. lvi. and 59 George III. cap. xxix. (known as “the Union Canal” and in this Act referred to as “the canal”) as lies either to the north of a point on the canal 72 yards or thereabouts south of the south face of the lifting bridge carrying the street in the city and royal burgh of Edinburgh known as Fountainbridge over the canal or (in the option of the Company) to the north of a point on the canal between the said first-mentioned point and the east end of Lower Gilmore Place including the two basins known as Port Hopetoun and Port Hamilton and all liabilities and obligations under the said Acts or otherwise with respect to the maintenance and use of the said portion of canal for the purposes of navigation are hereby cancelled and extinguished.

(2) Upon such abandonment discontinuance and closing for public traffic as aforesaid all rights of way liberties easements rights and privileges and all obligations of every description upon over or along the said portion of canal or incident thereto shall be and the same are hereby extinguished Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this subsection and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

(3) The Company may hold possess enjoy use and appropriate the said portion of the canal and so far as the same are now vested in them the lands and premises adjoining thereto and the wharves towing-paths yards buildings erections and works in connection therewith and the whole or any part or parts of their property between Fountainbridge Lothian Road and Morrison Street all in the city and royal burgh of Edinburgh and between the new terminus of the canal and Fountainbridge or adjacent to the canal between its new terminus and the bridge carrying Harrison Road over the canal and may fill up reclaim develop improve sell feu excamb or lease the same or any part or parts thereof or otherwise deal therewith in such manner as they think fit.

(4) The Company may on their own property at Leamington Road and between that road and the new terminus of the canal alter or strengthen the walls of the canal and may on such property construct such new basin or basins and other subsidiary

works as may be necessary or expedient for the purposes of the canal and the traffic thereon. A.D. 1913.

(5) The Company and the lord provost magistrates and council of the city and royal burgh of Edinburgh may enter into and carry into effect agreements in relation to any of the provisions of this section or otherwise with reference to the canal so far as the same is situate in the city and royal burgh of Edinburgh.

44. The Company shall before the closing and emptying of the canal north of Fountainbridge under the powers by this Act conferred at their own expense construct to the satisfaction of the Edinburgh and District Water Trustees (in this section called "the trustees") at the new termination of the canal a waste weir or weirs at the same level and of the same capacity as the weirs presently existing at the termination of the canal to be dispensed with under this Act so as to enable the trustees to take the surplus or waste water from the canal and the existing statutory rights of the trustees in the canal shall and are hereby declared to apply to the said canal as altered under the powers of this Act and the agreement between the Company and the trustees dated fourteenth and fifteenth May one thousand eight hundred and seventy-four shall continue in full force and effect and be applicable notwithstanding the alterations on the canal made under this Act.

For protection of Edinburgh and District Water Trust Rights in canal water.

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

Power to Company to raise additional capital by shares or stock.

46. Except as by this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in

Except as otherwise provided new shares or stock to be subject to same incidents as pre-

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sent shares
or stock.

all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital.

The capital in new shares or stock so created shall form part of the capital of the Company and if created as preference stock shall together with any preference stock which may be created under the powers conferred on the Company by the North British Railway Order 1908 be deemed to be part of and shall rank *pari passu* with and shall confer the like privileges and shall bear the same dividend and be subject to the like restrictions as the existing North British Railway four per centum preference stock 1908.

Dividends on
new shares
or stock.

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

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

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

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

49. Subject to the provisions of any Act or Order already passed or confirmed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act or Order passed or confirmed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act or Order and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Calls.

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

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

A.D. 1913.
Power to
borrow.

52. The provisions of the North British Railway Order 1908 authorising the appointment of a receiver or judicial factor for principal or interest moneys due upon any mortgage 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.

Provisions
of North
British Rail-
way Order
1908 as to
appointment
of a receiver
or judicial
factor re-
pealed.

53. 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 judicial factor In order to authorise the appointment of a judicial factor in respect of arrears of principal the amount owing to the mortgagees by

For appoint-
ment of a
judicial
factor.

A.D 1913. whom the application for a judicial factor is made shall not be less than ten thousand pounds in the whole.

Existing mortgages to have priority.

54. All mortgages granted by the Company in pursuance of the powers of any Act or Order before the passing of this Act and subsisting at the passing thereof 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 or Orders 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.

Company may create and issue debenture stock.

55. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 The interest of all debenture stock of the Company at any time after the passing of this Act issued or 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.

Debenture stock in respect of capitalised value of feu duties.

56. As and from the date of the passing of this Act there shall be created by virtue of this Act and without any further or other authority debenture stock to the amount of seven hundred and thirty thousand pounds being the capitalised value of the perpetual feu duties and ground annuals in consideration of which the Company have from time to time purchased lands and the Company may issue the said stock subject to the provisions of Part III. of the Companies Clauses Act 1863.

Application of moneys raised under Act.

57. All moneys raised by the Company under this Act whether by shares or stock or debenture stock or by borrowing shall be applied only to the purposes of this Act and to the general purposes of the undertaking of the Company being in each case purposes to which capital is properly applicable.

Company may apply corporate funds.

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

59. The Company may with respect to the whole or any portion of fully paid up stock or share capital or debenture stock created or to be created by them and subject to such regulations as may from time to time be made by the Company issue under their common seal warrants and certificates (hereinafter severally referred to as a "stock warrant to bearer" and a "debenture stock certificate to bearer") stating that the bearer of the warrant or certificate is entitled to the stock or shares or the debenture stock (as the case may be) therein specified and may provide by coupons whether attached to the warrant or certificate or not for the payment of dividends or interest (as the case may be) on the stock or shares or debenture stock specified in the warrant or certificate:

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Power to issue stock warrants and debenture stock certificates to bearer.

Provided always that nothing in this Act contained shall require the holder of any stock shares or debenture stock issued prior to the passing of this Act to accept a stock warrant to bearer or a debenture stock certificate to bearer (as the case may be) for such stock shares or debenture stock or any part thereof.

60. A stock warrant to bearer or debenture stock certificate to bearer shall entitle the bearer thereof to the stock or shares or debenture stock therein specified and such stock shares or debenture stock may be transferred by delivery of the warrant or certificate but not otherwise.

Effect of stock warrant and debenture stock certificate to bearer.

61. On the issue of a stock warrant to bearer or a debenture stock certificate to bearer in respect of any portion of stock or share capital or debenture stock the Company instead of making in the register of shareholders or shareholders' address book or in the register of debenture stockholders with reference to such portion of stock or share capital or debenture stock the entries provided for by the Companies Clauses Consolidation (Scotland) Act 1845 or by any other Act or any Order relating to the Company shall strike out of such register of shareholders shareholders' address book or register of debenture stockholders (as the case may be) the name of the person (if any) then entered therein as holding such stock shares or debenture stock (as the case may be) and the other particulars with reference to such stock shares or debenture stock contained in such register or address book and shall enter in the register the following particulars:--

Entries in register on issue of stock warrants or debenture stock certificates to bearer.

- (1) The fact of the issue of the stock warrant to bearer or debenture stock certificate to bearer:

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(2) A statement of the amount of the portion of stock or share capital or debenture stock (as the case may be) specified in the warrant or certificate:

(3) The date of the issue of the warrant or certificate.

The provisions of the Companies Clauses Consolidation (Scotland) Act 1845 and of any other Act or any Order relating to the Company as to the register of holders of shares as to certificates of shares and transfer and transmission of shares and as to certificates and registration of debenture stock shall not apply in the case of a stock warrant to bearer or a debenture stock certificate to bearer respectively.

Registration of holders of stock shares or debenture stock on surrender of warrant or certificate.

62. The bearer of a stock warrant to bearer or a debenture stock certificate to bearer shall on—

(A) Surrendering for cancellation the warrant or certificate with all coupons issued in respect thereof and for the time being outstanding;

(B) Complying with such regulations as may from time to time be made by the Company for the purpose of enabling the Company to ascertain the name address and description of the bearer and for obtaining a specimen of his signature;

(C) Paying to the Company all stamp or other Government duties (if any) which may be payable by the Company in consequence of the surrender; and

(D) Paying to the Company such fee not exceeding five shillings as the Company may prescribe;

be entitled to have his name entered in the register of stockholders or shareholders or in the register of debenture stockholders (as the case may be).

As to rights of holders of stock warrants to bearer.

63. The bearer of a stock warrant to bearer shall subject to the provisions of this Act be deemed to be a stockholder or shareholder of the Company for all purposes. Provided that the stock or shares specified in a stock warrant to bearer shall not be taken into account in determining the qualification of the bearer of such warrant to be a director of the Company.

Voting certificates.

64.—(1) Any bearer of a stock warrant to bearer desiring—

(A) To attend or vote (whether personally or by proxy) or exercise any of the rights of a stockholder or shareholder at any meeting of the Company; or

(B) To make or be a party to making a requisition for an extraordinary meeting of the Company;

in respect of the stock or shares specified in such warrant shall three days at least before the date appointed for the meeting in the first case and before the requisition is lodged at the office of the Company in the second case deposit such stock warrant at the office of the Company together with a statement in writing of his name and address. A.D. 1913.

(2) Upon such deposit as aforesaid being made the Company shall issue to the person making the same a certificate (hereinafter referred to as a "voting certificate") stating the name and address of the bearer of the stock warrant to bearer so deposited or (at his option) of some person (being a stockholder or shareholder of the Company) to be nominated by him as his proxy and the amount of stock or the number of shares specified in such warrant.

(3) A voting certificate shall entitle the person named therein—

(A) To attend and vote and exercise any of the rights of a stockholder or shareholder at any meeting of the Company held while such voting certificate shall be outstanding; and

(B) To make or be a party to making a requisition for an extraordinary meeting of the Company or (in the event of the directors failing upon any such requisition being made to call an extraordinary meeting within the period prescribed by the Companies Clauses Consolidation (Scotland) Act 1845) to call or to be a party to calling an extraordinary meeting of the Company;

in like manner in all respects as if such person were the registered holder of the stock or shares specified in the voting certificate but no such rights as aforesaid shall be exercised in respect of the stock or shares specified in a stock warrant to bearer otherwise than in accordance with the provisions of this section or except—

(i) While the voting certificate issued upon the deposit of such stock warrant shall be outstanding; and

(ii) Upon production of such voting certificate whenever so required by a director or officer of the Company.

(4) Upon the surrender to the Company at any time of a voting certificate the Company shall deliver up to the person

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(5) Except as expressly provided by this section a voting certificate shall not confer any rights upon the person named therein or other the holder thereof or be deemed to constitute any evidence as to the ownership of the stock or shares specified therein.

(6) The Company shall not be responsible for ascertaining that the holder of a stock warrant to bearer or of a voting certificate is lawfully entitled to the stock or shares specified in such warrant or to such voting certificate or be liable to make good any loss incurred by any person by reason or in consequence of any such voting certificate being issued to the holder of any such warrant or of any such warrant being delivered up to the holder of any such voting certificate.

Stock warrants to be produced.

65. No person shall as bearer of any stock warrant to bearer be entitled to exercise any of the rights of a stockholder or shareholder of the Company (save as hereinbefore expressly provided in respect of meetings) without producing the warrant and stating his name and address.

As to notices to bearers of stock warrants.

66. Any notice or intimation required to be given to stockholders or shareholders of the Company under the provisions of the Companies Clauses Consolidation (Scotland) Act 1845 or any Act amending the same or any other Act or any Order relating to the Company may in the case of the bearers of stock warrants to bearer be given by advertising the notice once in two newspapers published in Edinburgh such advertisements to be inserted within the period (if any) prescribed for the giving of such notice.

Loss or destruction of warrant certificate coupon or voting certificate.

67. If a stock warrant to bearer or debenture stock certificate to bearer or coupon or voting certificate is lost or destroyed then upon—

(A) Proof to the satisfaction of the directors of the ownership of such lost or destroyed warrant or debenture stock certificate or coupon or voting certificate and of the loss or destruction thereof;

- (B) The giving of such indemnity to the Company and the directors as the directors deem adequate ; A.D. 1913.
- (C) Payment of all stamp and other Government duties (if any) payable in respect of the new warrant or certificate or coupon ; and
- (D) Payment to the Company of a fee of five shillings ;

a new stock warrant to bearer or debenture stock certificate to bearer or coupon or voting certificate as the case may be in lieu of the warrant debenture stock certificate coupon or voting certificate so lost or destroyed shall be issued by the Company and in the case of the issue of a new stock warrant to bearer or debenture stock certificate to bearer or coupon an entry of such issue shall be made by the secretary in the register of shareholders or register of debenture stockholders.

68. If several persons be or claim to be jointly entitled to the stock or shares specified in a stock warrant to bearer then as between the Company on the one hand and such persons on the other hand— As to joint stockholders or shareholders.

- (A) One only of such persons shall be deemed the sole proprietor of such stock or shares ; and
- (B) In case of any dispute between such persons such one of them as shall be the actual holder of the stock warrant to bearer shall be deemed such sole proprietor.

69. A trustee unless authorised by the terms of his trust shall not apply for or hold a stock warrant to bearer or debenture stock certificate to bearer issued under the authority of this Act but nothing in this section shall impose upon the Company any obligation to enquire whether the person applying for a stock warrant to bearer or debenture stock certificate to bearer is or is not a trustee or being a trustee is or is not so authorised as aforesaid or subject them to any liability in the event of their issuing to a trustee a stock warrant to bearer or debenture stock certificate to bearer. Trustees unless expressly authorised not empowered to hold bearer securities.

70. The Burntisland Commissioners may from time to time in addition to the money already borrowed or authorised to be borrowed by them for the purposes of their harbour undertaking borrow on mortgage or on cash credit or otherwise as may be deemed expedient such money as may be required for carrying into effect the purposes of the Burntisland Harbour Acts not Power to Burntisland Commissioners to borrow additional money.

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exceeding in the whole the sum of ten thousand pounds on the security of their harbour revenues and the rates authorised by the Burntisland Harbour Acts and shall apply any moneys so borrowed in the first place in payment of their outstanding expenditure on capital account at thirtieth September one thousand nine hundred and twelve amounting to one thousand eight hundred and twenty-five pounds six shillings.

Extending certain provisions of Burntisland Harbour Act 1881 to money borrowed under Act.

71. The provisions contained in sections 66 67 and 68 of the Burntisland Harbour Act 1881 shall extend and apply to the money by this Act authorised to be borrowed by the Burntisland Commissioners as if such money had formed part of the money authorised to be borrowed by the Burntisland Commissioners under the powers contained in the said Act of 1881.

Saving existing securities.

72. Nothing in this Act contained shall be held or construed to alter affect or diminish any mortgage or assignment or other security granted for money borrowed under the Burntisland Harbour Acts and which shall be subsisting at the passing of this Act and all such mortgages or assignments or other securities shall remain as valid and sufficient in favour of the holders thereof as if this Act had not been passed.

Power to Company to lend additional money to Burntisland Commissioners.

73. The Company may from time to time on an application made to them by the Burntisland Commissioners in writing under the hand of their clerk and delivered to the secretary of the Company lend to the Burntisland Commissioners on mortgage on the security of the rates dues and duties leviabie by them and of the other revenues of the Burntisland Commissioners and on the like terms and conditions as the money heretofore borrowed by the provost magistrates and councillors of the royal burgh of Burntisland and the Burntisland Commissioners has been lent by the Company any sums of money in addition to the money already authorised to be lent by the Company to the provost magistrates and councillors of the royal burgh of Burntisland and the Burntisland Commissioners under the Burntisland Harbour Acts such sums of money not exceeding in the whole ten thousand pounds as the Burntisland Commissioners may require for carrying into effect the purposes of the Burntisland Harbour Acts and any other general purposes of the harbour.

Company may apply existing or authorised funds for

74. Instead of raising the sum of ten thousand pounds by this Act authorised to be advanced on loan to the Burntisland Commissioners by the creation under this Act of shares or stock the Company may if they think fit apply for the purposes of

any such loan any of their existing or authorised funds or may raise the said sum or any part thereof by assigning the mortgages received by the Company from the Burntisland Commissioners or by granting mortgages or bonds on or over the harbour and dock revenues payable to the Company under the fifth article of the agreement referred to in the Burntisland Harbour Act 1881 and the Burntisland Harbour Act 1896 as "the agreement of 1872" and under those Acts and this Act in like manner as they are by the North British Railway Act 1873 the North British Railway Act 1875 the North British Railway (Additional Works and Powers) Act 1877 the Burntisland Harbour Act 1881 the Burntisland Harbour Act 1896 the North British Railway (General Powers) Act 1900 and the North British Railway (General Powers) Act 1905 collectively authorised to raise the sum of six hundred and sixty thousand pounds and as if the total amount by those Acts authorised to be raised were six hundred and seventy thousand pounds instead of six hundred and sixty thousand pounds.

A.D. 1913.
—
purposes of
loan to
Burntisland
Commis-
sioners.

75. Notwithstanding anything contained in the Burntisland Harbour Act 1896 the Burntisland Commissioners shall go out of office and new Commissioners shall be nominated and appointed on the second Tuesday in the month of November in each year and the half-yearly meetings of the Burntisland Commissioners may be held in the months of May and November in each year at such date time and place as the Burntisland Commissioners may from time to time determine :

As to half-
yearly
meetings of
Burntisland
Commis-
sioners.

Provided that if required by the Burntisland Harbour Commissioners who are appointed by the town council of Burntisland or a majority of them one meeting of the Burntisland Commissioners in each year shall be held at Burntisland.

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

Interest not
to be paid
out of capi-
tal.

77. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any general order for the regulation of proceedings under the Private

Deposits for
future Orders
or Bills not
to be paid

A.D. 1913.
out of capi-
tal.

Legislation Procedure (Scotland) Act 1899 or 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 the Secretary for Scotland for a Provisional Order or 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.

Provision as
to general
Railway
Acts.

78. Nothing in this Act contained shall exempt the Company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the date of the passing of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Crown
rights.

79. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises 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 land heritages subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent the said Commissioners and Board are hereby respectively authorised to give).

Compensa-
tion for da-
mage to
salmon
fishings.

80. The Company shall make compensation for the damage or injury (if any) which may be sustained by His Majesty or His tenants in respect of His right of salmon fishing through the exercise of the powers of this Act and in case the amount of such compensation shall not be agreed upon the same shall be ascertained and fixed by the decision and decree arbitral of two arbiters to be appointed the one by the Commissioners of Woods and the other by the Company or of an oversman to be named by the said arbiters to act in the event of their differing in opinion and the Arbitration (Scotland) Act 1894 shall apply to any arbitration under this section.

Costs of Act.

81. 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.

The SCHEDULES referred to in the foregoing Act. A.D. 1913

THE FIRST SCHEDULE.

PIER RATES.

I.—*Rates on Steam Vessels.*

		<i>s. d.</i>
For every vessel using the pier under 50 tons - per registered ton	0	4
For every vessel of 50 tons and under 100 tons per registered ton	0	6
For every vessel of 100 tons and upwards - per registered ton	0	7

II.—*Rates on Passengers and Passengers' Luggage.*

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

III.—*Rates for Animals.*

For every horse	-	-	-	-	-	-	-	-	-	2	0
For every bull cow or ox	-	-	-	-	-	-	-	-	-	1	6
For every other animal	-	-	-	-	-	-	-	-	-	0	6

IV.—*Rates for Merchandise.*

For merchandise goods and other articles	-	-	-	per cwt.	0	4
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THE SECOND SCHEDULE.

DESCRIBING LANDS BUILDINGS AND MANUFACTORIES OF WHICH PORTIONS MAY BE TAKEN WITHOUT TAKING THE WHOLE.

No. of Railway.	Parish.	Numbers on deposited Plans.
1	Leith - - - - -	3 9 10 11 12 13 14 15 16.
3	Leith - - - - -	31 32 33 34.
7 and 8	City parish of Edinburgh	132 133.
15	Whitburn - - - - -	9 14 15 26.

A.D. 1913.

THE THIRD SCHEDULE.

Stamp.



AGREEMENT BETWEEN THE CALEDONIAN RAILWAY COMPANY
AND THE NORTH BRITISH RAILWAY COMPANY.

The Caledonian Railway Company and the North British Railway Company have agreed and hereby agree as follows:—

Running
powers to
North Bri-
tish Com-
pany.

First The North British Company shall have right in perpetuity to run over and use for the purposes of merchandise traffic of every description the branch railway of the Caledonian Company forming part of the Caledonian Company's Leith lines so far as the said branch railway extends between the junction therewith of the spur line to be constructed by the North British Company as hereinafter mentioned and the termination of the said branch railway at the boundary of the Caledonian Company's property on the south-east side of Albert Road Leith and any part or parts of the said branch railway so far as aforesaid and also the areas of ground and the depôt coloured pink and grey respectively on the map or plan annexed and subscribed as relative hereto and all sidings belonging to the Caledonian Company connected with the said branch railway so far as aforesaid presently existing or which may hereafter be constructed on the said areas of ground coloured pink and grey on the said map or plan The said branch railway to which the running powers hereby conferred apply is shown by a double red line and as extending between the points "A" and "B" on the said map or plan and the whole subjects to which the said running powers apply are hereinafter referred to as "the branch railway" The said map or plan is hereinafter referred to as "the plan."

Tolls.

Second In respect of the exercise of the said running powers the North British Company shall pay to the Caledonian Company a fixed toll of one penny per ton for minerals of every description carried by the North British Company over the branch railway or any part thereof and a fixed toll of twopence per ton for merchandise other than minerals carried as aforesaid If the amount of the said fixed tolls payable to the Caledonian Company in any year ending 31st December is less than three thousand eight hundred pounds sterling the North British Company shall pay to the Caledonian Company such sum as may be necessary to make up the amount of the said fixed tolls to the said sum of three thousand eight hundred pounds sterling for the year "Minerals" shall mean and include all traffic specified in classes A and B of the General Railway Clearing House Classification for the time being The North British Company shall furnish to the Caledonian Company each month statements giving particulars of the tonnage calculated as after-mentioned of all traffic using the branch railway or any

Minimum
payment.

Definition of
minerals.

part thereof during the preceding month in virtue of the powers conferred on the North British Company by this agreement and shall afford to the Caledonian Company access to all books and documents and all information that may be required to enable the Caledonian Company to check such statements and the North British Company shall keep all statements and books necessary for the full and accurate ascertainment of all such traffic For the purpose of ascertaining the tonnages upon which the foresaid tolls will fall to be calculated the following commuted tonnages shall be taken instead of the actual tonnages namely—in respect of minerals as aforesaid 8 tons per waggon and in respect of merchandise other than minerals 3 tons 5 cwts. per waggon The said commuted tonnages shall be subject to revision from time to time by arbitration failing agreement.

A.D. 1913.

Commuted
tonnages.

Third The Caledonian Company shall maintain the branch railway in good order and repair and shall construct work and maintain a signal box with the necessary signals and apparatus to work the junction of the branch railway with the line leading therefrom to the Caledonian Company's South Leith Goods Station and to work the points at or near the point marked "X" in the area coloured pink on the plan and the extra cost involved in building and equipping the signal box elsewhere than at the foresaid junction shall be borne by the North British Company The Caledonian Company shall sufficiently light the lines and sidings upon the area coloured pink on the plan The Caledonian Company shall keep open the branch railway at all hours on all working days for the trains and purposes of the North British Company and on special occasions on Sundays also Provided that notice shall be given by 10 a.m. on the preceding Saturday by the North British Company to the Caledonian Company's district superintendent at Edinburgh of their intention to work on Sunday.

Signals &c.

Fourth The powers by this agreement conferred upon the North British Company shall entitle them to equal facilities and advantages for the purposes of traffic on the branch railway with the Caledonian Company and the Caledonian Company shall not give any preference priority or advantage over the trains or traffic of the North British Company to their own trains or traffic or to any other trains or traffic The Caledonian Company shall provide at and upon the area coloured pink upon the plan such accommodation for the servants of the North British Company as failing agreement may be determined by arbitration and the costs of providing and maintaining the same shall be borne by the North British Company The North British Company shall have the right to employ at and upon the branch railway agents clerks porters and all other usual and necessary staff The North British Company shall be entitled to run on the branch railway as many trains as they may think fit consistently with the use of the same by the Caledonian Company and the hours of arrival and

Facilities
and accom-
modation.

[Ch. lxxxix.] *North British Railway Act, 1913.* [3 & 4 GEO. 5.]

A.D. 1913. — departure of the trains shall in case of difference be fixed by arbitration.

Use of railway by empty waggons.

Fifth The North British Company shall in respect of the said fixed tolls and minimum as aforesaid be entitled to run over and use the branch railway with and for empty waggons including not only waggons which have been run over the branch railway or part of it with traffic but also waggons which when loaded or partly loaded have reached South Leith by the North British Company's own railways and such use with and for empty waggons shall include such storage of empty waggons as is reasonably incidental to the working of the traffic The North British Company shall also be entitled to use free of any toll charge or other payment the lines upon the areas coloured pink and grey upon the plan for waggons with locomotive coal or other locomotive stores carried by the North British Company to or from the locomotive depôt after-mentioned.

Locomotive coal and stores.

Use of locomotive depôt.

Sixth The use to which the North British Company shall by this agreement be entitled of the locomotive depôt including shed coaling stage and other accommodation and conveniences connected therewith and the necessary access lines thereto all situated on the ground coloured grey on the plan shall be exclusive except in the case of the turntable of which the Caledonian Company shall have joint use with the North British Company In respect of such use conferred upon the North British Company by this article the North British Company shall pay to the Caledonian Company the sum or rent of two hundred pounds sterling per annum as at 31st December in each year for the year preceding over and above the payments provided for in article second hereof The Caledonian Company shall be responsible for the said locomotive depôt being maintained in good condition and properly equipped and maintained in the matter of arrangements for getting in a supply of water and shall also be responsible for the provision and maintenance of all gas and water piping and lamps and other necessary or reasonable requirements being provided for the lighting of the rails and sidings present or future upon the area coloured pink The water columns on and connected with the branch railway shall be allocated between the companies as may be agreed or determined by arbitration and each company shall pay for its own water supply The North British Company shall pay the cost of lighting the subjects in respect of which the annual rent of £200 above mentioned is payable.

Rent.

Additional sidings.

Seventh The North British Company shall be entitled at any future time and from time to time to call upon the Caledonian Company to lay down additional sidings upon the ground coloured pink upon the plan where such ground is not at present occupied by sidings and in that event the foresaid minimum payment of three thousand eight hundred pounds sterling per annum by the North

British Company may be increased by such sum as failing agreement shall be settled by arbitration Declaring that the arbiter shall not take into account the value of the land but shall take into account the benefit if any to be derived by the Caledonian Company from the said new sidings.

A.D. 1913.

Eighth The North British Company shall not be entitled to lift and deliver traffic at any intermediate point or points on the branch railway.

Intermediate traffic.

Ninth The North British Company shall be entitled at any future time to construct at their own expense the railway shown upon the plan by a grey notched line to connect the North British Company's South Leith Branch with the sidings leading to the locomotive depôt and to call upon the Caledonian Company to construct at the expense of the North British Company the overcrossings shown by black crosses upon the plan between the said sidings leading to the locomotive depôt and the lines of the Caledonian Company to the west thereof and such other overcrossings as may be reasonable in number and situation The North British Company shall also be entitled at any future time to call upon the Caledonian Company to construct at the expense of the North British Company such connections as may be reasonable in number and situation between any lines or sidings which the North British Company may hereafter construct upon the ground hereinafter mentioned coloured green on the plan and the lines or sidings of the Caledonian Company lying immediately to the east thereof No charge shall be made by the Caledonian Company for or in respect of the land required for the said railway or the said overcrossings or the said connections The said railway and the said connections shall be maintained by the North British Company The said overcrossings shall be maintained by the Caledonian Company.

Access to locomotive depôt.

Tenth The Caledonian Company shall not grant to any other railway company running powers over or upon the branch railway or any part of it without the consent of the North British Company and if at any future time any other railway company shall obtain running powers over the branch railway or any part of it applicable to coal for shipment from the Lothian coalfield or if the Caledonian Company shall themselves carry upon the branch railway or any part of it coal for shipment from the Lothian coalfield or if by the construction of any new railway there should be any change of circumstances not attributable to the North British Company rendering the amount of the foresaid minimum payment inequitable the North British Company shall be entitled to claim a revision of the said payment and said claim shall failing agreement be settled by arbitration If at any time after any revision of the said minimum payment there shall be any further change of circumstances the Caledonian Company shall be entitled to claim a restoration in whole or in part of the said minimum

Revision of minimum payment.

[Ch. lxxxix.] *North British Railway Act, 1913.* [3 & 4 GEO. 5.]

A.D. 1913.

payment and said claim shall failing agreement be settled by arbitration Further if at any future time any other railway company shall obtain the right to use the said locomotive depôt along with the North British Company the North British Company shall be entitled to a reduction of the foresaid rent of two hundred pounds sterling per annum by such sum as failing agreement shall be settled by arbitration.

Connection of branch railway with North British Railway.

Eleventh The North British Company shall for the purpose of connecting their Leith Central Branch with the branch railway construct the spur line at Lochend shown by double brown notched lines upon the plan and shall be responsible to the Caledonian Company for the cost of the construction maintenance and working of the junction and of the necessary signal-box and signals in connection therewith the Caledonian Company being freed by the North British Company of all expense involved in the construction maintenance and working of the junction The necessary statutory powers shall be obtained by the North British Company in the session of Parliament next after the completion of this agreement and the payments hereinbefore provided to be made to the Caledonian Company shall begin to accrue six months after such powers shall have been obtained or on the opening of the said spur line whichever date is the earlier and shall continue in perpetuity thereafter.

Commencement of payments.

Commencement of running powers.

Twelfth The exercise of the powers by this agreement conferred on the North British Company shall commence upon the completion and opening of the said spur line.

Purchase of area by North British Company.

Thirteenth The Caledonian Company agree subject to the right of pre-emption of the Leith Dock Commissioners to sell to the North British Company for the sum of twenty thousand pounds sterling the ground extending to 5.85 acres or thereby at Seafeld Leith coloured green upon the plan together with the strip adjacent thereto coloured yellow upon the plan The North British Company's entry to the said pieces of ground shall be at the term of Whitsunday 1912 and the said price of twenty thousand pounds shall be payable at said term The North British Company shall free and relieve the Caledonian Company of the proportion of feu-duty applicable to the ground to be conveyed to the North British Company as aforesaid.

Caledonian Company's consent to purchase of area by North British Company.

Fourteenth The Caledonian Company shall if and when required by the North British Company consent for any interest they may have to the acquisition by the North British Company from the Leith Dock Commissioners of the ground coloured blue upon the plan lying between the North British Company's South Leith Branch and the property of the Caledonian Company or of any part or parts of said ground subject always to any rights of wayleave or user enjoyed by the Caledonian Company in respect of the viaduct carrying the branch railway across the said ground.

Fifteenth This agreement shall be scheduled to a Provisional Order to be promoted by the North British Company in November 1912 and shall be subject to such alterations as Parliament may see fit to make thereon both parties hereby undertaking to use their best endeavours to obtain parliamentary sanction hereto and if any alteration is made on this agreement by Parliament which in the opinion of Sir Alfred Cripps K.C. M.P. is material either of the parties may withdraw therefrom.

A.D. 1913.
Agreement
to be con-
firmed.

Sixteenth In the event of the railways or any of them powers to construct which are asked in the Lothian Railways Bill presently being promoted being sanctioned by Parliament this agreement except articles thirteenth and fourteenth shall be null and void.

Nullity of
agreement in
certain event.

Seventeenth All questions or disputes by this agreement referred to arbitration or which may arise between the parties in relation to this agreement or to the scope intent or meaning thereof or to the carrying out of the same shall be referred to the decision of a single arbiter to be appointed if not agreed on by the parties by the Board of Trade on the application of either of the parties.

Arbitration.

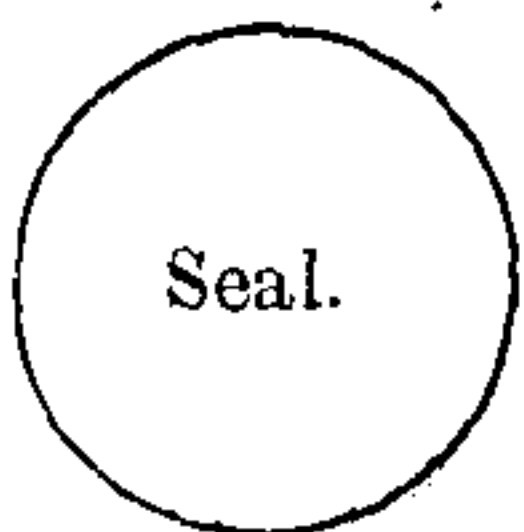
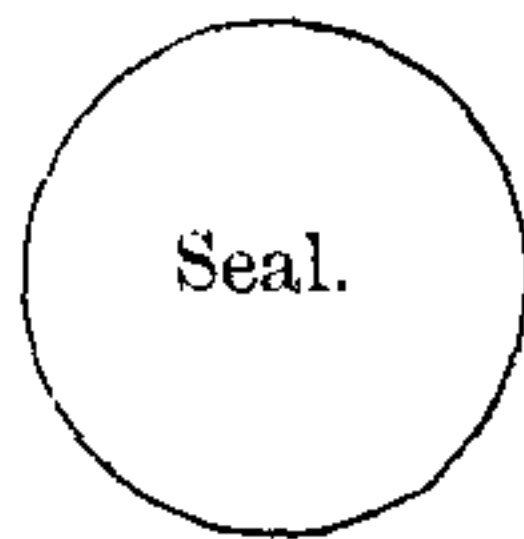
In witness whereof these presents consisting of this and the six preceding pages are together with the plan executed in duplicate on the twelfth day of April in the year nineteen hundred and twelve as follows They are sealed with the common seal of the Caledonian Company and subscribed by Sir Charles Bine Renshaw Bart. and Henry Erskine Gordon two of the directors and by John Blackburn the secretary all of said last-mentioned Company before these witnesses Donald Alexander Matheson general manager and Hugh Reid Buchanan solicitor both of the said last-mentioned company and they are sealed with the common seal of the said North British Company and subscribed by Henry Grierson and John Inglis two of the directors and by John Cathles the secretary all of the said last-mentioned Company before these witnesses Francis M'Bain Robertson and Alexander Watson both clerks in the secretary's office of said last-mentioned company.

DONALD A. MATHESON
Witness.

HUGH R. BUCHANAN
Witness.

F. M. ROBERTSON
Witness.

ALEXR. WATSON
Witness.



C. BINE RENSHAW Director.
H. E. GORDON Dr.
J. BLACKBURN
Secy. Caledonian Rlwy. Co.

HENRY GRIERSON Director
JOHN INGLIS Director.
JNO. CATHLES
Secy. N.B. Rly. Co.

A.D. 1913. SUPPLEMENTARY AGREEMENT BETWEEN THE CALEDONIAN RAILWAY COMPANY AND THE NORTH BRITISH RAILWAY COMPANY.

Stamp.

Twelve
Pounds ten
shillings.

WHEREAS by agreement between the parties dated 12th April 1912 (hereinafter referred to as the recited agreement) inter alia the Caledonian Company gave to the North British Company certain running powers over parts of the Caledonian Company's Leith lines and over certain areas of ground depôt and sidings all referred to in the recited agreement as the branch railway on payment of certain tolls and rent and subject to the other terms and conditions set forth in the recited agreement:

And whereas the North British Company are promoting a Bill in the present session of Parliament inter alia for confirmation of the recited agreement and for powers to construct Railway No. 3 described in the Bill being a railway 5 furlongs 4 chains or thereby in length commencing in the burgh of Leith by a junction with the Caledonian Company's Leith lines and terminating in the city and royal burgh of Edinburgh by a junction with the North British Company's South Leith Branch said Railway No. 3 being shown by a green line on the plan annexed and subscribed as relative hereto:

And whereas the Caledonian Company are opposing the said Bill:

And whereas the parties have made certain additional arrangements under which the opposition of the Caledonian Company so far as relating to said Railway No. 3 will be dropped and which arrangements it is desirable should be set forth in a supplementary agreement:

Therefore parties have agreed and do hereby agree as follows:—

Consent to
Railway
No. 3.

First The Caledonian Company consent to the North British Company connecting their South Leith Branch with the Caledonian Company's Leith lines by the construction of the said Railway No. 3.

Cost of junction &c.

Second The North British Company shall be responsible to the Caledonian Company for the cost of the construction maintenance and working of the junction of the said Railway No. 3 with the Caledonian Company's Leith lines and for the cost of working the junction with the said Leith lines of the line leading to the Caledonian Company's South Leith Goods Station and the points at or near the point marked "X" referred to in the third article of the recited agreement and of the necessary signal-box or boxes and signals in connection therewith.

As to certain
signalling.

Third The Caledonian Company shall be freed from the obligations imposed on them by the recited agreement in regard to the signal-box signalling and the working of the points at or near the said point marked "X" referred to in the third article of the recited agreement.

Empty
waggon.

Fourth The powers conferred upon the North British Company by article fifth of the recited agreement with regard to empty

[3 & 4 GEO. 5.] *North British Railway Act, 1913.* [Ch. lxxxix.]

waggons shall extend and apply to waggons which when loaded or partly loaded have reached South Leith by the said Railway No. 3. A.D. 1913.

Fifth The North British Company shall not be bound to construct the spur line at Lochend referred to in article eleventh of the recited agreement unless and until the North British Company shall see fit but, until said spur line shall have been constructed and opened for traffic the North British Company shall not be entitled to run over or use any part of the said Leith lines south-west of the said junction of Railway No. 3 therewith. Deferring construction of spur line.

Sixth In addition to the payment to be made by the North British Company to the Caledonian Company under article second of the recited agreement the North British Company shall pay the Caledonian Company the sum of £500 per annum which sum as well as the payments referred to in article eleventh of the recited agreement provided to be made to the Caledonian Company shall begin to accrue six months after the necessary statutory powers shall be obtained by the North British Company for the construction of the said Railway No. 3 or of the said spur line or on the opening of the said Railway No. 3 or of the said spur line whichever date is the earliest and shall continue in perpetuity thereafter The provisions of article ten of the recited agreement as to revision of the minimum payment shall not apply to the said payment of £500 per annum. Minimum payment.

Seventh The exercise of the powers by the recited agreement and hereby conferred on the North British Company shall subject to the provisions of this agreement commence upon the completion and opening of the said spur line or of the said Railway No. 3 whichever date is the earlier. Commencement of powers.

Eighth Save in so far as the recited agreement is inconsistent with this supplementary agreement the recited agreement shall remain in full force and effect. Saving recited agreement.

Ninth The provisions of the fifteenth and seventeenth articles of the recited agreement shall apply to this supplementary agreement. Application of certain articles of recited agreement.

Lastly In the event of the said Railway No. 3 not being sanctioned by Parliament this supplementary agreement shall be null and void.

In witness whereof these presents consisting of this and the two preceding pages are together with the relative plan executed in duplicate as follows They are sealed with the common seal of the North British Company and subscribed by William Whitelaw and Harry George Younger two of their directors and John Cathles their secretary all at Edinburgh on the seventh day of May nineteen hundred and thirteen before these witnesses Thomas Henry Short and John Paul both clerks in the head office Edinburgh of the North British Company and they are sealed with the common seal of the Caledonian Company and subscribed by Henry Erskine Gordon and Henry Allan

A.D. 1913. two of their directors and John Blackburn their secretary all at Glasgow on the twelfth day of the month and year last mentioned before these witnesses John Smeaton and John Richmond both clerks in the office of the secretary of the Caledonian Company in Glasgow.

J. SMEATON Witness.
JOHN RICHMOND Witness.



H. E. GORDON Dr.
HENRY ALLAN Dr.
J. BLACKBURN Secy.

THOS. H. SHORT Witness.
JNO. PAUL Witness.



WILLIAM WHITELAW
Director.
HARRY GEO. YOUNGER
Director.
JNO. CATHLES
Secy. N. B. Rly. Coy.

THE FOURTH SCHEDULE.

Stamp.



AGREEMENT between THE NORTH BRITISH RAILWAY COMPANY incorporated by Act of Parliament (hereinafter called "the Company") of the first part and the Right Honourable MORTON GRAY STUART EARL OF MORAY heir of entail in possession of the entailed lands and barony of Restalrig and others in the county of Edinburgh (hereinafter called "the second party") of the second part.

WHEREAS the Company are promoting in the present session of Parliament a Provisional Order to authorise them to construct inter alia a railway 1 furlong 6·50 chains in length wholly situate in the burgh of Leith commencing by a junction with the Newhaven and Leith lines of the Caledonian Railway Company at a point 150 yards or thereabouts north-east of the bridge carrying Lochend Road over the said lines and terminating by a junction with the Company's Leith Central Branch at a point 180 yards or thereabouts south of the bridge which carries the said lines over the said branch for the construction of which railway the Company require to enter upon and acquire lands forming part of the said entailed lands and barony:

And whereas the Company have subject to the said Order being obtained so far as regards the said railway and to the Company deciding to make the said railway entered into an arrangement with

the second party as to the acquisition of the land required for the said railway and also of the land which will be thereby cut off from the remaining lands belonging to the second party and the said parties have resolved to enter into the agreement following:—

A.D. 1913.

Therefore the parties have subject as aforesaid agreed and do hereby agree as follows videlicet:—

First The second party shall sell to the Company the land within the limits of deviation shown upon their deposited plans and shown coloured red upon the plan annexed and signed as relative hereto The price of the land based on the feuing value thereof shall be at the rate of one thousand eight hundred pounds per acre which shall include compensation for all permanent damage or injury to the remaining lands of the second party If after obtaining the said Order so far as regards the said railway the Company shall take possession of the land they shall pay interest at five per centum per annum on the price of the land from the date of their taking possession thereof until the price is consigned in bank In respect that the second party holds the land under the fetters of an entail the Company and the second party shall execute a nomination of valuers in terms of the Lands Clauses Consolidation (Scotland) Act 1845 prior to a conveyance being granted by the second party which conveyance shall be granted in the form as nearly as may be of Schedule "A" annexed to the said Act and the provisions of the Railways Clauses Act so far as applicable shall apply thereto which conveyance shall contain a reservation to the second party of the sittings in the parish church of South Leith effeiring to the said lands and barony of Restalrig The second party shall exhibit titles to the extent of a prescriptive progress only and no writs other than the said conveyance nor any search of incumbrances shall be delivered to the Company and any deeds disburdening the land of bonds annuities or other heritable securities or other burdens affecting the same shall be obtained by the second party at the sole expense of the Company.

Second Instead of constructing at the point after-mentioned the bridge which in the agreement between the Company and the late Right Honourable George Philip Stuart Earl of Moray dated the ninth and tenth days of March eighteen hundred and ninety-one and scheduled to the Company's Act of eighteen hundred and ninety-one (54 & 55 Vic. cap. cxcii.) they have agreed to construct at the point marked "B" on the plan signed as relative to the said agreement the Company shall construct the said bridge at the junction of the said railway with the Company's Leith Central Branch and the said bridge shall be so constructed that all pipes sewers water pipes gas pipes and electric mains necessary to provide for the feuing of the lands of the second party may be carried across the railway on the said bridge Declaring however that the Company shall not be bound in their construction to provide for any such pipe sewer or main

[Ch. lxxxix.] *North British Railway Act, 1913.* [3 & 4 GEO. 5.]

A.D. 1913. — exceeding eighteen inches in diameter The said agreement of eighteen hundred and ninety-one shall be held to be provisionally altered to the extent set forth in this article but to no other or further extent.

Third The Company shall fence the land with stone and lime walls five feet six inches in height and the land shall be used for through railway lines only and not for sidings or manure or mineral or other depôts No erections other than a signal cabin and signals and telegraphs shall be put on the land or railway nor hoardings for advertisements after the railway has been constructed.

Fourth The Company shall make their own arrangements with the second party's tenants for obtaining possession of the land after the said conveyance is granted and they shall settle and so free and relieve the second party of all claims of any kind whatever competent to the said tenants in respect of the land except any claim for abatement of rent.

Fifth The said parties have further agreed and do hereby agree that the Company shall have for a period of two years after the date of the Royal Assent to the special Act of Parliament confirming the said Order so far as the said railway is concerned the option of terminating this agreement should they decide not to proceed with the construction of the said railway and upon written intimation to that effect being made to the second party or his agents this agreement shall fall but should the Company fail to give such intimation within the said period then they shall be bound forthwith to acquire the land and to complete the purchase thereof and the price shall bear interest at the rate of five per cent. per annum from the expiry of the said period of two years until consigned in terms of the statute.

Lastly This agreement shall be subject to such alterations as Parliament may see fit to make thereon and shall be scheduled to the said Order and confirmed by Parliament and if the Company do not obtain the said Order so confirmed so far as regards the said railway this agreement shall be null and void.

In witness whereof these presents consisting of this and the two preceding pages are executed in duplicate as follows They are sealed with the common seal of the North British Railway Company aforesaid and subscribed by Alexander Reith Gray and Sir John Maxwell Stirling Maxwell Baronet two of their directors and by John Cathles their secretary all at Edinburgh on the twentieth day of March nineteen hundred and thirteen before these witnesses Thomas Henry Short and John Paul both clerks in their head office Edinburgh and they are subscribed by the said Earl of Moray also at Edinburgh on the twenty-seventh day of the same month and year before these witnesses Henry Edward Richardson writer to the Signet Edinburgh and

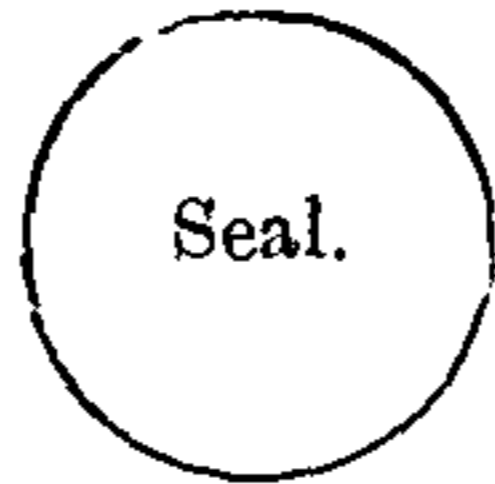
William Yeaman clerk to Messieurs Gillespie and Paterson writers to the Signet Edinburgh. A.D. 1913.

H. E. RICHARDSON Witness.

WM. YEAMAN Witness.

THOS. H SHORT Witness.

JNO. PAUL Witness.



MORAY.

A. R. GRAY Director.

JOHN STIRLING MAXWELL
Director.

JNO. CATHLES Secy. N. B.
Rly. Co.

THE FIFTH SCHEDULE.

AGREEMENT between THE CORPORATION OF EDINBURGH (hereinafter called "the corporation") and THE NORTH BRITISH RAILWAY COMPANY (hereinafter called "the Company") regarding the Union Canal and its basins belonging to the Company in the city of Edinburgh.

Stamp.



1. Subject to the authority of Parliament the Company shall as soon as conveniently may be and not later than five years after parliamentary sanction has been obtained (A) close the canal north of the Fountainbridge crossing and also south of the Fountainbridge crossing as far as the point marked T on the plan annexed and signed as relative hereto or in the option of the Company as far as any other point between the said point T and the east end of Lower Gilmore Place and fill up the two basins known as Port Hopetoun and Port Hamilton and terminate the canal at the said point T or other point as aforesaid and any new basin or terminal works which the Company may construct shall be constructed in such a way as to permit of their being emptied and the water changed from time to time and the Company shall take all reasonable steps with a view to maintaining the water in any new basin in a pure condition (B) surrender to the corporation for the purpose of highway formation widening and improvement (subject to the rights of the present lessees and tenants) those strips of land coloured and hatched red on the said plan A to B A to C D to E F to G and H to J When the Company proceed to develop the frontages to Lothian Road and Morrison Street the new building line to these main thoroughfares will be along the lines indicated upon the said plan and marked thereon K to L to M and the Company will then surrender to the corporation for the purpose of widening Lothian Road and Morrison Street the strips of land coloured red on the said plan B to X and X to C The Company or their successors shall be entitled to extend the basement of any buildings fronting the streets as so widened or formed (Morrison

A.D. 1913. Street Lothian Road Fountainbridge Semple Street and the said new street F to G) under the widenings for a distance not exceeding 10 feet beyond the front building line and to put pavement lights therein not exceeding 3 feet in width to the satisfaction and under the supervision of the corporation. The top of any basement which may be so extended shall leave sufficient room between it and the surface of the road or pavement (not being less than two feet without the consent of the corporation nor more than two feet without the consent of the Company) to allow the corporation to lay therein such wires pipes and drains as the corporation may from time to time desire but so as not to interfere with any pavement light. The cost of all the said street formations and widenings (not including the pavement lights or any structural work underneath) and the formation and renewal of the footpaths or pavements thereon shall be borne by the corporation. In the widening or improvement of Fountainbridge between the said points D and E the levels shall be such as will secure a satisfactory and workable gradient for the access to the new canal terminus and relative works and shall not without the consent of the Company be more than four feet below the existing lands. The Company shall be entitled to connect an outlet from the canal at the point T or other point as aforesaid with the sewers of the corporation in Fountainbridge but the use of such outlet shall be subject to such reasonable regulation and control as the corporation may from time to time prescribe or exercise and to the reasonable directions of the burgh engineer.

2. The corporation shall grant way-leave to the Company to lay down and maintain a conduit or conduits or lines of pipes from the point T on the said plan (or other terminus as aforesaid) to join the existing pipes laid from Port Hamilton and Port Hopetoun in connection with water supplies from the canal through such of the streets as may be necessary or desirable at the sight of the corporation and the levels of Fountainbridge shall be such as will permit the said conduit or conduits or lines of pipes to pass under it in a satisfactory way.

3. The corporation for any interest they may have shall consent to the Company if and when they may consider it necessary or expedient so to do acquiring under compulsory powers or by agreement such portions of ground adjacent to the canal at any point or points between the south side of Fountainbridge and the bridge carrying Harrison Road over the canal as may be required for the formation of any works for the accommodation of the Company's business connected with the canal provided that this shall not apply to any interference with streets without the special consent of the corporation.

4. The corporation shall as soon as conveniently may be after the passing of an Act authorising the Company to close the foresaid portions of the canal and confirming this agreement and at latest before the Company has made the termination of the canal at the point T (or

other point) as aforesaid and closed Port Hopetoun and Port Hamilton form at their own expense a new road between Fountainbridge and Gardner's Crescent (connecting through Gardner's Crescent with Morrison Street) and a widening of Semple Street (A to C on the said plan) subject to the convenience of the Company so long as the ground affected may be required by them before the said ultimate date of removal. For the purpose of the said street formations and widenings and improvements of levels the Company will afford reasonable facilities.

5. The corporation shall be entitled in their option within the period of six years after the passing of an Act authorising the Company to close the portions of the canal as aforesaid and confirming this agreement (but not until the Company have closed the portion of the canal north of Fountainbridge crossing) to form a new street not exceeding sixty feet in width extending from Morrison Street to Fountainbridge as shown by dotted black lines on the said plan or in such other convenient line or lines west thereof as may be agreed upon between the corporation and the Company and the Company shall surrender to the corporation for the formation of said new street the land in the line thereof now belonging to them. The provisions in article 1 hereof as to basement extensions pavement lights and the cost of formation and pavements being borne by the corporation shall apply to the said new street if made.

6. The Company shall on the closing of the canal north of Fountainbridge crossing as aforesaid remove the drawbridge and footbridge at present there and re-erect the same at the expense of the corporation and at the sight and to the satisfaction of the corporation's engineer in place of the bridge at present at Leamington Road and in connection therewith shall widen the canal and strengthen extend or reconstruct the canal walls and other works and in so far as these are necessary for the purpose of erecting and supporting the bridge the expense thereof shall be borne by the corporation and upon such re-erection the obligations at present upon the Company with regard to the maintenance and working of the said bridges at Fountainbridge shall be transferred and apply to the maintenance and working of such re-erected bridges. The said bridges shall be erected in such position and manner as to permit of access by carts to the drawbridge from the property of the Company on both sides of the canal and east and west of the said re-erected bridges.

7. The corporation shall after the passing of an Act authorising the Company to close the portions of the canal as aforesaid and confirming this agreement (and subject to the proviso after written) pay to the Company in respect of the foresaid areas of ground to be surrendered by the Company for the street formations and widenings and as a contribution to the loss to be sustained by the Company

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through being deprived of the said canal basins and towards meeting the costs and expenses of the removal and filling up of the present basins and the formation of new terminal accommodation the following sums in manner after-written viz. £10,000 six months after the passing of the said Act £10,000 two years after the passing of the said Act and (subject to the contingency after-mentioned) £5,000 six years after the passing of the said Act provided that the said sum of £5,000 shall not be payable unless in the event of the corporation having then availed themselves of the option to form the through road from Fountainbridge to Morrison Street mentioned in article fifth hereof If the corporation have not then availed themselves of the last-mentioned option the said instalment of £5,000 shall not be payable and the option of the corporation shall lapse.

8. The Company shall in a Provisional Order to be promoted by them in November 1912 apply to Parliament for confirmation of this agreement and for powers—

- (A) To close the canal north of the Fountainbridge crossing and also south of the Fountainbridge crossing as aforesaid and fill up the said two basins known as Port Hopetoun and Port Hamilton and terminate the canal at the point marked T on the said plan or other point as aforesaid;
- (B) To hold possess and enjoy the whole or any part or parts of their property between Fountainbridge Lothian Road and Morrison Street and to develop and improve the said property or any part or parts thereof and to expend money for such purposes; and
- (C) To sell feu excamb or lease as they may think fit the whole or any part or parts of their said property;
- (D) To hold possess and enjoy the whole or any part of their property between the said new terminus of the canal and Fountainbridge or adjacent to the canal between its terminus and the bridge carrying Harrison Road over the canal for any purpose of the Company's business connected with the canal and at Leamington Road and between that road and the terminus of the canal to alter the line of the canal to alter or strengthen the walls of the canal and to construct such new basin or basins and other works on the property of the Company as they may think fit for the accommodation of the Company's canal business.

9. All questions and disputes which may arise between the parties hereto in relation to this agreement or to the scope intent or meaning thereof or to the carrying out of the same shall be referred to Sir Alfred Cripps K.C. whom failing to the Dean of the Faculty of Advocates Edinburgh for the time being as sole arbiter and his decision shall be final.

10. This agreement is subject to such alterations as Parliament may think fit to make thereon and shall be scheduled to the foresaid Provisional Order to be promoted by the Company and both parties undertake to use their best endeavours to obtain the granting of the said Provisional Order so far as applicable to the subject of this agreement and parliamentary confirmation hereto Declaring that in the event of Parliament making any alteration hereon or on the terms of the Provisional Order to be promoted by the Company in so far as relating to the canal which in the opinion of the said Sir Alfred Cripps whom failing of the said Dean of Faculty is material either party shall be entitled to resile from this agreement and the Company shall be entitled not to proceed with the Provisional Order.

A.D. 1913.

In witness whereof these presents consisting of this and the five preceding pages are together with the relative plan executed in duplicate as follows viz. They are signed by the Right Honourable Sir William Slater Brown Lord Provost and Sir Thomas Hunter Writer to the Signet Town Clerk both of Edinburgh in name and by authority of the corporation present in Council at Edinburgh on the thirty-first day of October nineteen hundred and twelve before these witnesses William Gray Miller and Robert Linton both clerks to the said Sir Thomas Hunter and they are signed by Alexander Bruce Gilroy and Harry George Younger two of the directors and by John Cathles the secretary of the Company at Edinburgh on the first day of November and year last mentioned before these witnesses Thomas Henry Short and John Paul both clerks in the head office Edinburgh of the Company and are sealed with the common seal of the Company at Edinburgh on the day month and year last mentioned in presence of the said Thomas Henry Short and John Paul.

WM. G. MILLER Witness.

W. S. BROWN

Lord Provost.

ROBERT LINTON Witness.

THOMAS HUNTER

Town Clerk.

THOS. H. SHORT Witness.

Seal of
N. B. Ry.
Co.

A. B. GILROY Director.

HARRY GEO. YOUNGER

Director.

JNO. PAUL Witness.

JNO. CATHLES

Secy. N. B. Rly. Co.

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