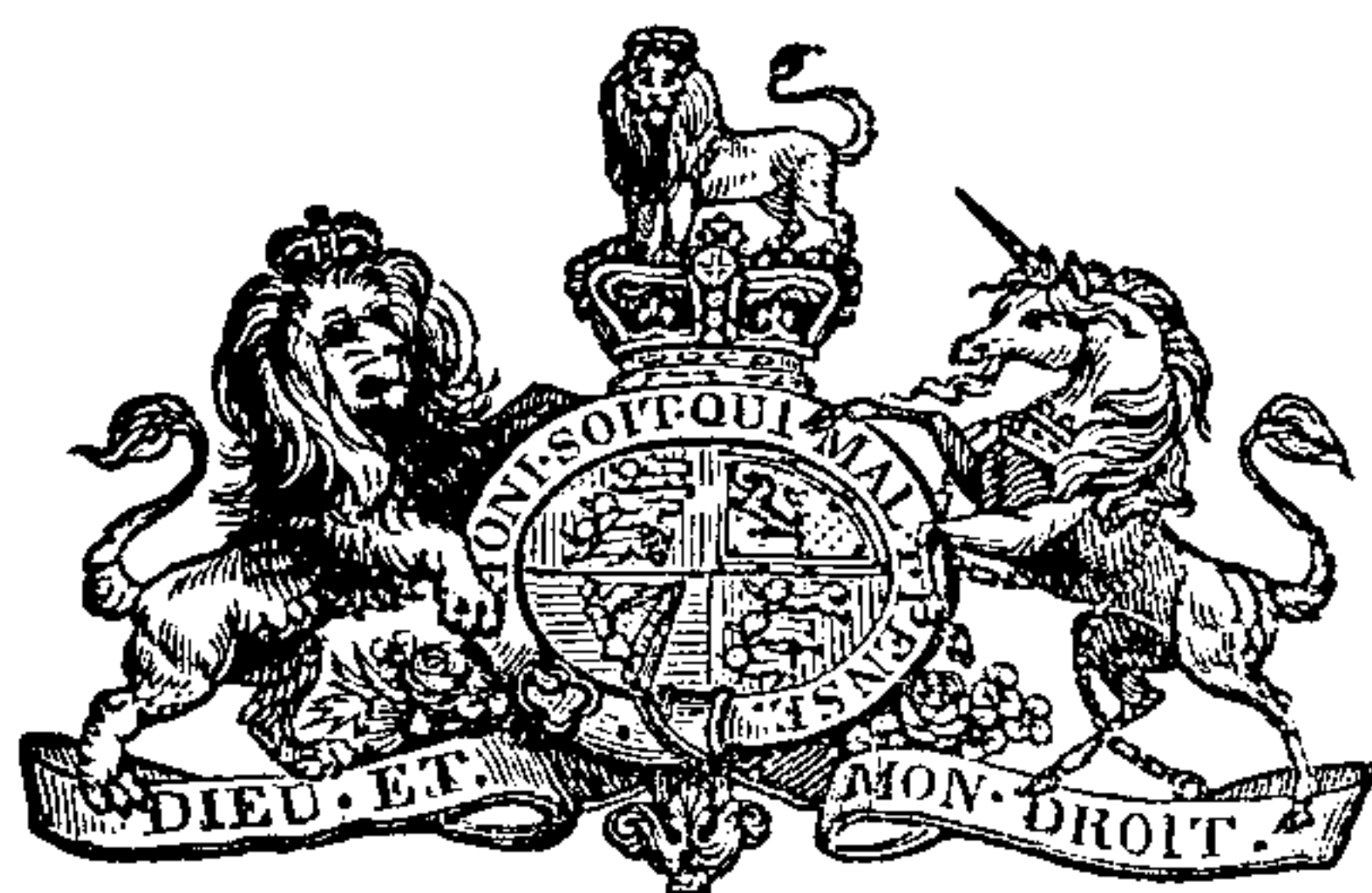




CHAP. cxxiii.

An Act to authorise the Construction of the North British, A.D. 1871.
Arbroath, and Montrose Railway. [13th July 1871.]

WHEREAS by “The Caledonian and Scottish North-eastern 29 & 30 Vict.
Railways Amalgamation Act, 1866,” (section one hundred c. cccl.
and forty,) it was enacted, that “in the event of the North British
“ Railway Company applying to Parliament in any one or more of
“ the next five ensuing sessions for a Bill or Bills for the exten-
“ sion or completion by that Company of a line or lines of railway
“ from the railway of the Company at Arbroath to Aberdeen viâ
“ Montrose, Bervie, and Stonehaven, with running powers and
“ facilities in favour of the Company (meaning thereby the Cale-
“ donian Railway Company) over the line or lines of railway so to
“ be extended or completed, equally extensive and advantageous
“ with those conferred by this Act upon the North British Railway
“ Company over the Scottish North-eastern lines, it shall not be
“ lawful for the Company (meaning thereby the Caledonian Rail-
“ way Company) to oppose, directly or indirectly, any such appli-
“ cation for such Bill or Bills for the extension or completion of
“ such line or lines of railway, excepting for the purpose of securing
“ the insertion therein of proper provisions in respect to the junc-
“ tion or junctions with their railway, and with respect to the
“ said running powers and facilities :”

And whereas the North British Railway Company is not in a
position to advance the money for the construction of such railway
out of their own funds, but are willing and anxious to manage,
maintain, and work the same, and thereby to promote the con-
struction thereof :

And whereas the construction of such lines of railway as by this
Act authorised would be of local and public advantage :

And whereas the persons herein-after named, with others, desire

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Montrose Railway Act, 1871.

A.D. 1871. — to be incorporated into a company for making the said railway, and the North British Railway Company have agreed to manage, work, and maintain the same, when constructed, in perpetuity, in terms of the agreement contained in the schedule to this Act annexed, and it is expedient that the said agreement should be confirmed :

And whereas plans and sections showing the lines and levels of the railways, together with books of reference to such plans containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of the lands and property required or which may be taken for the purposes of the undertaking, have been deposited for public inspection in the offices of the principal sheriff clerk of the county of Forfar, and those plans, sections, and books of reference are herein-after referred to as the deposited plans, sections, and books of reference :

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

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

Short title. 1. This Act may be cited for all purposes as "The North British, Arbroath, and Montrose Railway Act, 1871."

Provisions of general Acts herein named incorporated. 2. "The Companies Clauses Consolidation (Scotland) Act, 1845," Parts I. and III. of "The Companies Clauses Act, 1863," (relating respectively to the cancellation and surrender of shares and to debenture stock,) "The Lands Clauses Consolidation (Scotland) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (Scotland) Act, 1845," and Parts I. and III. of "The Railways Clauses Act, 1863," (relating respectively to construction of a railway and to working arrangements,) are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms. 3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction ; "the Company" means the Company incorporated by this Act ; the expression "the railways" or "the undertaking" means the railways or undertaking by this Act authorised, or any part thereof ; the expression "the undertakers" or "the promoters of the undertaking" means the Company.

4. James Middleton Paton, Thomas Bell Paton, Robert Cooke, A.D. 1871.
David Lackie, David Smith, and John Gouk, and all other persons Company in-
and corporations who have already subscribed or shall hereafter corporated.
subscribe to the undertaking, and their executors, administrators,
successors, and assigns respectively, shall be united into a com-
pany for the purpose of making and maintaining the railways, and
for the other purposes of this Act, and for those purposes shall be
incorporated by the name of "The North British, Arbroath, and
Montrose Railway Company," and by that name shall be a body
corporate, with perpetual succession and a common seal, and with
power to purchase, take, hold, and dispose of lands and other
property for the purposes of this Act.

5. Subject to the provisions of this Act, the Company may make Power to
and maintain in the lines and according to the levels shown on the make rail-
deposited plans and sections the railways herein-after described, with ways accord-
all proper stations, approaches, works, and conveniences connected ing to depo-
therewith, and may enter upon, take, and use such of the lands sited plans.
delineated on the deposited plans and described in the deposited
books of reference as may be required for that purpose. The rail-
ways herein-before referred to and authorised by this Act are,—

(First.) A railway (herein-after referred to as "railway No. 1")
fifteen miles five furlongs and 9·42 chains in length, com-
mencing in the parish of Saint Vigeans and county of Forfar
by a junction with the Caledonian (late Scottish North-eastern
Railway) at a point thereon five hundred yards or thereabouts
northward from the north parapet of the bridge at Stobcross, in
Arbroath, carrying the Arbroath and Forfar turnpike road over
the said Caledonian (late Scottish North-eastern) Railway, and
terminating in the parish of Montrose and county of Forfar
by a junction with the Caledonian (late Scottish North-eastern)
Railway at a point thereon four hundred and six yards or
thereabouts north-westward from the north parapet of the
bridge at Sunnyside farm carrying the occupation road leading
from the Montrose and Laurencekirk turnpike road to the farm
of Upper Mills of Kinnaber over the said Caledonian (late
Scottish North-eastern) Railway, and one hundred and twenty-
six yards or thereabouts northward from the north-east corner
of the Kinnaber waterworks reservoir, which intended railway
will pass from, through, or into, or be situate within all or some
of the parishes of Saint Vigeans, Inverkeillor, Lunan, Maryton,
Craig, Dun, Montrose, the royal burgh of Montrose, and the
bed or soil of the river or estuary of the river South Esk in or

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A.D. 1871.

adjoining the said parishes of Craig, Dun, and Montrose, or one of them, all in the county of Forfar :

(Second.) A railway (herein-after referred to as "railway No. 2") four furlongs 5·50 chains in length, commencing in the parish of Montrose and county of Forfar by a junction with railway No. 1 at a point thereon three hundred and eighty-six yards or thereabouts, measuring in a south-easterly direction along the road leading from the farm of Borrowfield to Montrose, from the south gable of the southmost cottage or cottar's house at the steading of the said farm of Borrowfield, and terminating in the parish of Montrose and county of Forfar by a junction with the Caledonian (Montrose Branch) Railway at a point thereon one hundred and thirty-three yards or thereabouts south-eastward from the centre of the bridge under the said Caledonian (Montrose Branch) Railway at or near Dryley's Brick work, which intended railway will pass from, through, or into, or be situate within the parish of Montrose and county of Forfar.

To apply in next session for Act to construct junction line with Montrose and Bervie Railway.

6. The Company shall apply to Parliament in the next session thereof for, and shall use their best endeavours to obtain, an Act to enable them to make and maintain a branch railway to connect the railway No. 1 hereby authorised with the Montrose and Bervie Railway near to the Broomfield station on that railway; and they shall construct the said branch and open the same for traffic within four years from the passing of such Act.

Capital, number, and amount of shares.

7. The capital of the Company shall be one hundred and seventy thousand five hundred and eighty pounds, divided into seventeen thousand and fifty-eight shares of ten pounds each.

Shares not to issue until one fifth paid up.

8. The Company shall not issue any share created under the authority of this Act, 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.

Calls.

9. One fifth of the amount of a share shall be the greatest amount of a call, and two months at least shall be the interval between successive calls, and four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Burgh of Montrose to contribute to and hold

10. And whereas it is expedient that the provost, magistrates, and town council of the burgh of Montrose (herein-after in this section referred to as "the Corporation") should be empowered to

contribute to and hold shares in the Company: Therefore the Corporation may from time to time contribute towards the capital of the Company any sums they think fit, not exceeding two thousand pounds, and hold shares in the capital of the Company accordingly. A.D. 1871.
shares in
Company.

11. The Company may from time to time borrow on mortgage any sum or sums of money not exceeding in the whole fifty-six thousand eight hundred and sixty pounds, but no part thereof shall be borrowed until the whole capital of one hundred and seventy thousand five hundred and eighty pounds is subscribed for, issued, and accepted, and one half thereof is paid up, and the Company have proved to the sheriff who is to certify under the forty-second section of "The Companies Clauses Consolidation (Scotland) Act, 1845," before he so certifies, that the whole of such capital has been subscribed for, issued, and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the subscribers or their assigns, and that such subscribers or their 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 shall be sufficient evidence thereof. Power to
borrow on
mortgage.

12. The mortgagees of the Company may enforce payment of the arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a judicial factor, and in order to authorise the appointment of a judicial factor in respect of the principal, or principal and interest, the amount owing to the mortgagees by whom the application for a judicial factor shall be made shall not be less than one thousand pounds in the whole. Arrears may
be enforced
by appoint-
ment of a
judicial
factor.

13. The Company may create and issue debenture stock. Debenture
stock.

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

15 The first ordinary meeting of the Company shall be held within three months after the passing of this Act, and the subsequent ordinary meetings of the Company shall be held twice in every year, in the months of January or February and July or August respectively, as the directors may appoint. First ordi-
nary meet-
ing.

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A.D. 1871.

Number of
directors.

Qualification
of directors.

Quorum.

First
directors.

16. The number of directors shall be seven, but it shall be lawful for the Company from time to time to reduce the number, provided that the number be not less than five.

17. The qualification of a director shall be the possession in his own right of not less than fifty shares.

18. The quorum of a meeting of directors shall be three.

19. Hercules Scott, Francis Aberdein, William Mitchell, James Cox, George Robertson, George Harrison, and John Ronald shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting the shareholders present, in person or by proxy, may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election, and may appoint additional directors; and at the first ordinary meeting to be held in every year after the first ordinary meeting, the shareholders present, in person or by proxy, shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the place of the directors then retiring from office agreeably to the provisions in "The Companies Clauses Consolidation (Scotland) Act, 1845," contained; and the several persons elected at any such meeting, being neither removed nor disqualified nor having resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for
extraordi-
nary pur-
poses.

20. 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.

Powers for
compulsory
purchases
limited.

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

Period for
completion
of works.

22. The Railways shall be completed within five years from the passing of this Act, and if the railways shall not be completed within that period, then on the expiration thereof the powers by this Act granted to the Company for making and completing the railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Power to
alter levels
of certain
roads.

23. In altering for the purposes of this Act the roads next hereinafter mentioned, the Company may make the same of any inclina-

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tions not steeper than the inclinations herein-after mentioned in A.D. 1871.
connexion therewith respectively ; (that is to say,)

No. on deposited plan.	Parish.	Description of road.	Intended inclination.
103	Saint Vigean	Road	1 in 15 on one side.
15	Inverkeilor	Turnpike	1 in 24 on one side.
7	Lunan	Road	1 in 9 on one side.
$\frac{8}{1}$	Lunan	Road	1 in 9.
12	Lunan	Road	1 in 14 on one side.
20	Lunan	Statute labour	1 in 11 on one side, 1 in 16 on the other.
4	Craig	Road	1 in 12 on one side and level on the other.
13	Craig	Public road	1 in 11 on one side, 1 in 16 on the other.
34	Craig	Statute labour	1 in 16 and 1 in 13·8 on one side.
36	Craig	Statute labour	1 in 15 on one side.

24. The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion with those roads respectively ; (that is to say,) Height and span of bridges.

No. on deposited plan.	Parish.	Description of road.	Height and span.	
			Feet high.	Feet span.
15	Inverkeilor	Turnpike	15	35
$\frac{8}{1}$	Lunan	Road	15	15
12	Lunan	Road	15	15
13	Craig	Public road	14	15
51	Craig	Road	14	14

25. Notwithstanding anything contained in this Act or in the deposited plans, the width of the spans of the viaduct across the low-water channel of the northern outlet of the river South Esk, at Montrose, shall be not less than forty-five feet, when measured on the square, that is, at right angles to the general course of the tidal stream. Provisions as to viaduct over river South Esk.

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Montrose Railway Act, 1871.

A.D. 1871.

Deposit
money not
to be repaid
until line
opened, or
half the
capital paid
up and
expended.

26. Whereas pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth and tenth years of Her present Majesty, chapter twenty, a sum of nine thousand pounds, being five per centum upon one hundred and eighty thousand pounds, the amount of the estimate in respect of the railways authorised by this Act, and upon nine thousand four hundred and twenty-one pounds, the estimated expense of another railway included in this Act, as introduced into Parliament, and therein called "railway No. 3," but omitted from this Act in its progress through Parliament, has been deposited with the Court of Exchequer of Scotland in respect of application to Parliament for this Act: Be it enacted, that notwithstanding anything contained in the said recited Act, the sum of eight thousand five hundred and twenty-six pounds, part of the said sum of nine thousand pounds so deposited as aforesaid in respect of the application for this Act, shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, unless the Company shall, previously to the expiration of the period limited by this Act for completion of the railways hereby authorised to be made, either open the said railways for traffic, or prove to the satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up one half of the amount of the capital by this Act authorised to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one half of the said capital; and if the said period shall expire before the Company shall either have opened the said railways for traffic, or have given such proof as aforesaid to the satisfaction of the Lords of the said Committee, the said sum of eight thousand five hundred and twenty-six pounds shall be applied in the manner herein-after specified; and the certificate of the Lords of the said Committee that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding.

Application
of deposit.

27. The said sum of eight thousand five hundred and twenty-six pounds shall be applicable, and after due notice in the Edinburgh Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railways or any portion thereof; or who

may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit; and if no such compensation shall be payable, or if a portion of the said sum of eight thousand five hundred and twenty-six pounds shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum of eight thousand five hundred and twenty-six pounds, or such portion thereof as may not be required as aforesaid, shall be paid to or on the application of the person or persons, or the majority of the persons, named in such warrant or order as aforesaid, or the survivors or survivor of them: Provided that until the said sum of eight thousand five hundred and twenty-six pounds shall have been repaid to the depositors, or shall have become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the person or persons, or the majority of the persons, named in such warrant or order as aforesaid, or the survivors or survivor of them. A.D. 1871.

28. On the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said recited Act of the ninth and tenth Victoria, chapter twenty, or the survivors or survivor of them, to the Court of Exchequer in Scotland, that court may and shall order that the sum of four hundred and seventy-four pounds, the balance of the said sum of nine thousand pounds, after deducting therefrom the said sum of eight thousand five hundred and twenty-six pounds, be paid to the parties or party so applying, or to any other person or persons whom they or he may appoint in that behalf. Release of portion of deposit money.

29. The Company may demand and take in respect of the railways by this Act authorised such tolls and charges as they think fit, not exceeding the rates of tolls and charges authorised to be taken by the North British Railway Company on the Border Union line of the North British Railway, under "The Border Union (North British) Railways Act, 1859," as modified by the second and third sections of the Schedule (B.) to "The North British and Edinburgh and Glasgow Railway Companies Amalgamation Act, 1865." Tolls.

30. The Caledonian Railway Company shall exercise, possess, and enjoy running powers and facilities over the railways by this Act authorised to the same extent and of the same nature and Running powers and facilities in favour of

[Ch. cxxiii.] *The North British, Arbroath, and* [34 & 35 VICT.]
Montrose Railway Act, 1871.

A.D. 1871. **Caledonian Railway Company.** equally extensive and advantageous with those conferred upon the North British Railway Company over the lines of the Scottish North-eastern section of the Caledonian Railway, under and in virtue of "The Caledonian and Scottish North-eastern Railways Amalgamation Act, 1866."

Company's agreement with North British Railway Company. **31.** The agreement set forth in the first schedule to this Act annexed is by this Act, and subject to the provisions thereof, confirmed and made binding on the Company and the North British Railway Company.

Tolls on traffic conveyed partly on the railways and partly on the railways of North British Railway Company. **32.** During the continuance of any agreement to be entered into under the provisions of this Act for the use of the railways by the North British Railway Company, the railways of the Company and of the North British Railway Company shall for the purposes of tolls and charges, and as regards the use, working, and management thereof, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways and partly on the railway of the North British Railway Company for a less distance than four miles, tolls and charges may only be charged as for four miles; and in respect of passengers, for every mile or fraction of a mile beyond four miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond four miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railways and partly on the railway of the North British Railway Company.

Saving east coast traffic. **33.** Whereas by the North British and Edinburgh and Glasgow Railway Companies Amalgamation Act, 1865, the facilities, powers, privileges, and provisions by that Act granted, secured, and provided, as regards the traffic therein described as "east coast traffic," excepting as therein mentioned, are extended and applied to any railway in extension of or connected with the railways in that Act described as "the North British lines," which shall belong or be leased to the North British Railway Company, either solely or jointly with any other company, in all respects as if such railway had been part of the North British lines: Be it enacted, that the North-eastern Railway Company and the Great Northern Railway Company shall be entitled to exercise and enjoy over and with relation to the railways by this Act authorised the same facilities, powers, and privileges as are by the said Act provided in relation to east coast traffic over and with relation to the North British lines, excepting always that the running powers by that Act conferred on

the said companies shall not extend to the railways by this Act authorised. A.D. 1871.

34. The North British Railway Company shall not, in connexion with the railways by this Act authorised, interfere with or carry any traffic arising and terminating at stations south of Stonehaven and north of Perth on that portion of the Scottish North-eastern main line which extends from Aberdeen viâ Forfar to Perth (including the Blairgowrie, Alyth, Newtyle, Kirriemuir, Forfar, Brechin, and Montrose branches and stations on the Arbroath branch between the point of its junction with the railway hereby authorised near Arbroath and Guthrie Junction), or any traffic to or from the stations aforesaid from or to stations on the lines by this Act authorised; and the North British Railway Company shall not interfere with or carry traffic arising or terminating at stations between Stonehaven and Aberdeen, inclusive, on the one hand, and terminating or arising at any of the stations aforesaid on the said portion of main line and the said branches on the other hand, viâ the railways by this Act authorised, nor shall they carry or interfere with any goods or mineral traffic from or to Montrose to or from stations on the Scottish North-eastern lines to the northward of Drumlithie.

Restricting the conveyance of certain traffic.

35. The North British Railway Company shall not use any station to be constructed at or near Arbroath for the purpose of carrying or interfering with any traffic arising at Dundee and terminating at Arbroath, or vice versâ, or arising at any station intermediate between those places, and terminating at Dundee or Arbroath, or vice versâ: Provided always, that nothing herein contained shall extend to prejudice or affect the right of the North British Railway Company to run the passenger trains provided for in section one hundred and eight of the Caledonian and Scottish North-eastern Railways Amalgamation Act, 1866, nor, except as herein otherwise expressly provided, any of the other rights, powers, and privileges conferred on the North British Railway Company or on the Caledonian Railway Company under the said Act, or any other existing Act, nor shall it prevent the North British Railway Company from applying to Parliament in a future session to acquire a joint interest in the railway of the Caledonian Railway Company between Dundee and Arbroath: Provided nevertheless, that the Caledonian Railway Company shall not be precluded from opposing such application.

As to traffic between Dundee and Arbroath.

36. Nothing in this Act contained, or in the agreement set forth in the first schedule hereto, shall affect the meaning of the words "North British Railway" in any existing Acts.

Meaning of expression "North-British Railway."

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A.D. 1871.

Agreement
with the late
Harry Gordon's
trustees and
others con-
firmed.

Saving
rights of the
Crown in
the foreshore.

Saving of
rights as
to future
accretions.

Any land
reclaimed by
the works
not to be
taken with-
out the
consent of
the Board of
Trade.

37. The agreement set forth in the second schedule to this Act annexed is hereby confirmed and made binding on the Company and the parties thereto respectively.

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

39. If any land to the seaward of the lands by this Act authorised to be embanked or reclaimed shall at any time after the execution of any works under the authority of this Act become raised in height or reclaimed, whether gradually or imperceptibly or otherwise, so as to be above, instead of being, as all land to the seaward of the lands by this Act authorised to be reclaimed now is, below the line of ordinary high-water mark, the said Company shall not, by virtue of the ownership of any lands which they are by this Act empowered to reclaim, have any estate, right, or interest in or to the lands so raised in height or reclaimed, by reason that such raising or reclamation has been gradual or imperceptible, or has been either wholly or partially caused by the works by this Act authorised, or otherwise; but the right and title to the soil and freehold of such land, when so raised or reclaimed, shall continue vested in the Queen's Majesty, or such other corporation or person or persons as is or are at the time of the passing of this Act entitled to the same, and as if the same had continued as the same now is, subject to the flow and reflow of the ordinary tides.

40. If in the course or by means of the execution of any of the works by this Act authorised any part of the shores or bed of the said Montrose basin, or of the sea beyond the mouth thereof, belonging to Her Majesty, shall be inned, gained, or reclaimed from the water, the said Company shall not have or exercise any right upon the same or in respect thereof, and shall not enter upon, take, use, or interfere with the land so inned, gained, or reclaimed, for any purpose whatsoever, without the consent in writing of the Board of Trade on behalf of Her Majesty, but such innings, gaining, or recla-

mation shall enure absolutely for the benefit of the Queen's Majesty, A.D. 1871.
her heirs and successors.

41. And whereas under and by virtue of an Act of Parliament passed in the thirty-second year of the reign of His late Majesty King George the Third, intituled "An Act for building a bridge
" over the river South Esk at or near the town of Montrose in the
" county of Forfar, and for making suitable approaches thereto," the persons therein named or described and their successors were constituted and appointed commissioners for designing and erecting a bridge or bridges so as to complete the communication across the river South Esk, at or near the town of Montrose aforesaid, with necessary and convenient ramparts and other works for the support and preservation thereof, and it was thereby, inter alia, enacted that as soon as the said bridge should be passable and open for the use of the public the existing ferry of Ferryden should cease to be worked, and that no person should work or use any ferry for the carriage of any person, cattle, or carriage whatsoever for hire across the said river within three miles above or two miles below the said bridge, and that under the penalties therein mentioned: And whereas the said Commissioners erected the said bridge, and compensated the proprietor of the said ferry, and acquired right to the same: And whereas by another Act passed in the fiftieth year of the reign of His said Majesty King George the Third, intituled "An
" Act to amend an Act passed in the thirty-second year of His
" present Majesty for building a bridge over the river South Esk at
" or near Montrose," certain additional powers were conferred on the said Commissioners as therein set forth: And whereas by another Act passed in the sixth year of the reign of His late Majesty King George the Fourth, intituled "An Act to amend two Acts for build-
" ing a bridge over the river South Esk at or near the town of
" Montrose in the county of Forfar," the said Commissioners were authorised and empowered to remove or cause to be removed the then existing bridge, or such parts thereof as they should think proper, and to erect, construct, and make of such materials as they should think fit a bridge or bridges across the said river South Esk as therein set forth; by which last-recited Act the said Commissioners were authorised to borrow from the Exchequer Bills Loan Commissioners any sum or sums of money not exceeding on the whole the sum of twenty-five thousand pounds upon the security of an assignment or assignments of the rates and duties authorised to be levied by the said two first-recited Acts: And whereas the said Commissioners in virtue of the powers conferred by the last-recited Act have erected and constructed a bridge across the river South

Compensation to be made to the Commissioners of Montrose Bridge.
32 G. 3.
c. 38.

50 G. 3.
c. 1.

6 G. 4.
c. cxxvi.

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Esk, consisting partly of stone and partly of iron and other materials, and have also borrowed from the said Exchequer Bills Loan Commissioners (now called "the Public Works Loan Commissioners") a sum of money which has been applied towards the purposes of the said last-recited Act, and on security of which advance and sum so borrowed the said Commissioners of Montrose Bridge granted an assignment of the tolls and duties authorised to be levied by the said two first-recited Acts, and the principal sum of seventeen thousand five hundred and seventy-five pounds now remains unpaid, with a proportionate part of the current year's interest thereon, for the satisfaction of which and the maintenance of the said bridge or bridges the tolls leviable under the said Acts are at present applicable: And whereas the railway authorised to be constructed by this Act is intended to cross the said river South Esk within the limits mentioned in the said first-recited Act, and the revenue arising from the tolls and rates leviable at the said bridge or bridges may by reason thereof be considerably reduced, and the said Commissioners of Montrose Bridge, or their successors, and the said Public Works Loan Commissioners as mortgagees over the said bridge, may thereby sustain considerable loss and injury, and that it is expedient that indemnification against, or compensation for, such loss be provided for: Be it therefore enacted, that, subject to any arrangement or agreement now pending, and which may hereafter with the consent of the Commissioners of Her Majesty's Treasury be completed, or to any arrangement or agreement to be hereafter with such consent as last aforesaid made, with reference to the composition, redemption, or liquidation of the aforesaid debt, the Company shall from and after the date of the railway being opened for the use of the public, pay to the Commissioners appointed by and acting under the said recited Acts, and their successors, yearly and for every year thereafter, so long as the said Commissioners shall maintain the said bridge or bridges and accesses thereto in good order and repair, so much money as shall be the difference or deficiency between the sum which shall be annually received by them under and by virtue of the said recited Acts and the sum of nine hundred and eighty-three pounds six shillings sterling, being about the average of the revenue of tolls and duties actually received at the said bridge for the last ten years, such difference or deficiency to be paid on the 1st day of June in every year, the first payment to be made on the 1st day June next after the railway shall have been opened for the space of twelve months for the use of the public: Provided always, that if for the space of ten years after the railway shall be opened

for the use of the public, there shall be no difference or deficiency as aforesaid in the amount of tolls received at the said bridge, or no application shall be made by the said Commissioners of Montrose Bridge, or the Public Works Loan Commissioners, or other person or persons being just and lawful creditors, and holding valid assignment or assignments to the rates and duties authorised to be levied by the said recited Acts, or any one or more of them, to the Company within the time aforesaid for the payment of the same, then and in such case the power and authority hereby given to the parties foresaid to demand and recover compensation from the Company shall cease and be void to all intents and purposes whatsoever :

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42. Provided always, and be it enacted, that it shall not be lawful for the Commissioners, except with the consent of the Commissioners of Her Majesty's Treasury and of the said Company, to reduce the rates of tolls for the time leviabie at the said bridge, so long as the Company shall be liable to make good any deficiency in the said tolls : Provided also, that if the said Company shall desire that the said tolls payable to the Commissioners of said bridge or bridges should from time to time be let by public auction or bidding, then it shall be lawful for the said Company from time to time, by notice in writing, to be left with the clerk of the said Commissioners one month before the expiration of any current year, to require the said Commissioners to put up such tolls for the next year to public auction or bidding, and then in such case it shall not be lawful to or for the said Commissioners to let the said tolls so payable to them for the next ensuing year otherwise than by public auction or bidding, without the consent in writing of the said Company, to be signified by notice signed by their clerk, first obtained for that purpose :

Tolls of bridge not to be reduced while Company make good deficiency.
 Tolls of bridge to be let by public auction.

43. And be it enacted, that the said compensation, recompense, or allowance to be made and paid to the Commissioners of Montrose Bridge or others, as herein-before mentioned, shall be paid and payable by the treasurer of the Company, and in case of default of such payment for the space of twenty-one days by the said treasurer next after demand in writing made or given to him by the clerk to the Commissioners of the said bridge, or any person duly authorised by the said Public Works Loan Commissioners, or other creditor or creditors of the said bridge holding valid assignment or assignments as aforesaid, the said Commissioners or others foresaid shall or may bring or cause to be brought any action in the Court of Session against such treasurer for recovery of any such compensation, recom-

Commissioners may bring action on default of payment of compensation.

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A.D. 1871. — pense, or allowance so in arrear, in the name of such clerk, and shall recover the same with full costs of suit.

Protecting
works and
lands of
Caledonian
Railway
Company.

44. Nothing contained in this Act shall authorise the Company, in the construction or maintenance of the railways by this Act authorised, to use, enter upon, or interfere with any of the lands or works of the Caledonian Railway Company, except so far as may be necessary for the purpose of effecting the junctions with the railways of that Company by this Act authorised, and that only in the manner and subject to the provisions of sections 9, 10, 11, and 12 of "The Railways Clauses Act, 1863," incorporated as aforesaid with this Act, and except also so far as may be necessary for the purpose of carrying railway No. 1 over the Caledonian Railway Company's Montrose Branch by a bridge in manner following; (that is to say,)

- (1.) The bridge shall have a span of not less than twenty-eight feet, and it shall have a clear headway throughout of not less than fourteen feet above the level of the rails of the said Montrose Branch at the point of crossing, and it shall be so placed as to admit of the formation in the most convenient manner of a double line of rails on that branch :
- (2.) The bridge and works connected therewith shall be constructed and, when necessary, repaired under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Caledonian Railway Company, and according to plans and specifications which previously to the commencement of the bridge and works connected therewith shall be submitted to such engineer and approved by him, or, in the event of difference, by an engineer to be appointed by the Board of Trade :
- (3.) The Company shall not, in the construction or maintenance of the said bridge and works connected therewith, enter upon, take, or use any of the works of the Caledonian Railway Company, nor any of the lands of that Company, except such of the said lands as shall be necessary for the bridge and works connected therewith.

Interest not
to be paid
on calls paid
up.

45. The Company shall not, out of any money by this Act authorised to be raised by calls or by borrowing, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him : Provided always, that this Act shall not 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." A.D. 1871.

46. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway, or to execute any other work or undertaking.

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

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

Railway
not exempt
from pro-
visions of
present and
future gene-
ral Acts.

48. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

Expenses of
Act.

A.D. 1871.

SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

AGREEMENT between the promoters of the North British, Arbroath, and Montrose Railway of the first part, and the North British Railway Company of the second part.

WHEREAS the first parties have applied to Parliament for an Act to incorporate a company under the name or title of "The North British, Arbroath, and Montrose Railway Company," herein-after called the Company, for making a railway from the Caledonian Railway near Arbroath in the county of Forfar, to the Caledonian Railway near Hillside, in the same county, and branch therefrom, and all proper works, approaches, stations, and conveniences in connexion therewith, and for other purposes: And whereas, in contemplation of the said Act being passed, and the said railways and works thereby proposed to be authorised being made, the parties bind and oblige themselves to each other in manner after written; (that is to say), viz.:

First. The proposed railways and works, consisting of a single line of railway, with land and overbridges for a double line, shall be constructed at the expense of the first parties, under the direction and control of the joint committee of management after mentioned, as soon as conveniently may be after the passing of the said Act, and when so constructed and approved of by the government inspector the second parties shall enter upon and use the said railways for through as well as local traffic, to the like effect as if the proposed railways had formed part of the proper undertaking of the North British Railway Company; and the second parties shall thereafter work and manage the traffic upon and maintain the said railways and works aforesaid in perpetuity, and shall provide the rolling stock and plant of every kind necessary for effectually working the traffic of the said railways.

Second. In the event of any additions to or extensions of stations, sidings, offsets, or other works or conveniences of the said railways, in consequence of increased traffic or otherwise, being found at any time after the opening of the line by the joint committee of management, after mentioned, to be necessary or expedient for the proper working of the traffic of the said railways, such additions and extensions shall be provided by the said joint committee at the expense of the Company.

Third. The second parties shall have the power of selecting and appointing all

officers, agents, book-keepers, booking and other clerks, servants, porters, carters, surface-men, and others employed or connected with the said railways, or required for keeping in the offices of that Company in Edinburgh the accounts connected with the traffic of the said railways, or employed in superintending and directing, or actually engaged in conducting the said traffic, and the said servants shall be paid by the said second parties and shall be exclusively under their control ; and the Company shall in the same manner have the appointment and control of, and shall pay, the secretary, treasurer, and other officers and servants required by them in the management of the capital, financial, and directorial departments of their undertaking. A.D. 1871.

Fourth. The second parties shall collect and receive all revenues due and payable for and in respect of the traffic and the working of the said proposed railways, and shall, on or before the fifteenth day of every month, make up a statement of the gross earnings during the preceding month, and the share thereof due and payable to the Company shall thereupon be paid over to the directors for the time being of the Company, or to their treasurer or secretary, or such banker or other person as they shall direct and appoint, and out of the share so accruing to them the Company shall pay the expenses of directors and the salaries of servants appointed by them under article third, office expenses, passenger duty, rates and taxes, feu duties, and interest of loans, if any, on mortgage or bond ; all other charges whatsoever being defrayed by the second parties.

Fifth. The local traffic on the said proposed railways, and the fixing of the tolls, rates, and charges to be levied or taken in respect of said traffic, shall be managed and regulated by a joint committee consisting of four persons, two of whom shall be named by the board of directors of the second parties and two by the directors of the Company, and the second parties shall have the appointment of the chairman of the said joint committee, but he shall have no casting vote ; and in the event of the committee being equally divided in opinion, the difference shall be referred to arbitration in terms of the provisions of " The Railway Companies Arbitration Act, 1859."

Sixth. The second parties shall have the right to fix the tolls, rates, and charges to be levied or taken in respect of the conveyance of through traffic, and the receipts arising from through traffic carried over the proposed railways and the North British Railway, or any parts or part thereof respectively, including terminals, shall be divided between the Company and the North British Railway Company according to mileage.

Seventh. The revenues arising from the traffic of the proposed railways and from the increased traffic upon the North British Railway resulting from the construction of the said proposed railways shall be divided as follows :

- (1.) Out of the gross revenues of the Company derived from the proposed railways, there shall be paid the actual expenses of the North British Company, cartage at the stations of the Company of such local traffic as may be carried at rates including cartage, and fifty per cent. of the

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—

residue of such revenues for working and maintaining the line; and the remaining fifty per cent. shall be paid to the Company in terms of the fourth article of this agreement, and be applicable to the payment of dividends to the shareholders of the Company :

(2.) Seventy-five per cent of the gross revenues which shall accrue upon the North British Railway in respect of additional traffic developed upon that railway through the formation of the proposed railways shall be retained by the said second parties, and the remaining twenty-five per cent. thereof shall be applicable to the payment of dividends to the shareholders of the Company :

(3.) When and so long as the shareholders of the Company receive five and one half per centum per annum of dividend out of those portions of the proper revenues of the Company, and of the revenues derived from the aforesaid additional traffic applicable to dividends as aforesaid, or from either of those sources, the whole residue and remainder of such revenues respectively, after deducting the payments to be made by the Company as aforesaid, shall be paid over to or retained by the said second parties, as the case may be.

Eighth. The amount of revenue derived from additional traffic on the North British Railway arising from the construction of the proposed railways, the division of which is provided for in the preceding article, shall for the purposes of this agreement be held to be the excess of the gross annual revenue derived by the second parties after the opening of the proposed railways, from traffic between the North British Railway and all places in the north-east of Scotland beyond Arbroath, over the amount of the gross revenue which shall accrue to the second parties from such traffic during the year preceding the opening of the proposed railways.

Ninth. One half of the share capital of the Company shall be reserved for and offered to the holders of stock and shares in the North British Railway Company in proportion to their respective holdings in that company at par ; but unless the shares so offered shall be accepted by the said holders within one month the right of any proprietors or proprietor neglecting to accept the same shall lapse.

Tenth. The said second parties shall cause to be kept regular books of accounts of all receipts, payments of money, and other transactions of or in relation to the traffic of the proposed railways, and shall permit the secretary of the Company for the time being, or any other party duly authorised by the directors of the Company, to have free access to and to inspect such books of accounts and all other documents relating to the traffic of the said railway at all reasonable times.

Eleventh. The Bill shall contain provision enabling the Caledonian Railway Company to exercise, possess, and enjoy running powers and facilities over the proposed railways to the same extent and of the same nature, and equally extensive and advantageous, with those conferred upon the North British Railway Company over the lines of the Scottish North-eastern section of the Caledonian

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Railway, under and in virtue of "The Caledonian and Scottish North-eastern Railways Amalgamation Act, 1866." A.D. 1871.

Twelfth. This agreement shall be contingent upon the sanction of Parliament being obtained thereto.

Thirteenth. All differences between the parties hereto in relation to this agreement, or as to the import and meaning thereof, shall be referred to arbitration under and in terms of "The Railway Companies Arbitration Act, 1859." The parties hereto consent to registration hereof for preservation and execution.

In witness whereof these presents, written on stamped paper by John McPherson, apprentice to Thomas Jarron Gordon, writer to the signet, Edinburgh, are subscribed by Hercules Scott, Esquire, of Brotherton; Francis Aberdein, manufacturer, Montrose; William Mitchell, merchant, Montrose; James Cox, merchant, Dundee; George Robertson, writer to the signet, Edinburgh; George Harrison, merchant, Edinburgh; and John Ronald, solicitor, Supreme Courts, Edinburgh, for themselves, and as promoters, and as representing the provisional committee of the promoters of the said North British, Arbroath, and Montrose Railway, as follows; viz., by the said George Robertson, at Edinburgh, upon the eighteenth day of April eighteen hundred and seventy-one, before these witnesses, the said John McPherson and Robert Douglas, clerk to the said George Robertson; by the said John Ronald, at Edinburgh, day, month, and year last mentioned, before these witnesses, Oliver Gilmour Isles, apprentice to Messrs. Ronald and Ritchie, solicitors, Supreme Courts, Edinburgh, and the said John McPherson; by the said George Harrison, at Edinburgh, day, month, and year last mentioned, before these witnesses, James Morrison Molle, clerk in the head office at Edinburgh of the North British Railway Company, and the said John McPherson; by the said Hercules Scott, at Brotherton aforesaid, upon the twentieth of said month and year last mentioned, before these witnesses, William Falconer, station agent, Johnshaven, and Alexander Gamley, butler to the said Hercules Scott; by the said Francis Aberdein, at Montrose, upon the twenty-first day of said month and year last mentioned, before these witnesses, James Renwick Findlay and Laurence Small Smith, both clerks to Messrs. Burness and Dickson, solicitors, Montrose; by the said William Mitchell, at Montrose, the twenty-second day of said month and year last mentioned, before these witnesses, the said James Renwick Findlay and Laurence Small Smith; and by the said James Cox, at Dundee, upon the twenty-fourth day of said month and year last mentioned, before these witnesses, Robert Cocks Brown and Thomas Williamson, both clerks to Messieurs Cox, Brothers, manufacturers, Dundee; and these presents are also sealed with the common or corporate seal of the said North British Railway Company, at Edinburgh, upon the twenty-fifth day of said month and year last mentioned, and are further subscribed by John Stirling, Esquire, of Kippendavie, and Alexander Harvie, two of the directors, and by John Walker, the secretary of and on behalf of the said North British Railway Company, all at Westminster, the twenty-eighth day of said month and year last mentioned, before these witnesses, Thomas Balfour, clerk to Adam Johnstone, solicitor, in Edinburgh, of the said North British Railway Company, and Andrew Watson Turnbull, clerk

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A.D. 1871. in the general manager's office at Edinburgh of the said North British Railway company.

John McPherson, witness,	}	GEO. ROBERTSON, Director,	} Of the North British, Arbroath, and Montrose Railway Company.
Rob. Douglas, witness,			
Oliver G. Isles, witness,	}	JOHN RONALD, Director,	
John McPherson, witness,			
J. M. Molle, witness,	}	GEORGE HARRISON, Director,	
John McPherson, witness,			
William Falconer, witness,	}	HERCULES SCOTT, Director,	
Alex. Gamley, witness,			
James R. Findlay, witness,	}	W. ABERDEIN, Director,	
L. S. Smith, witness,			
James R. Findlay, witness,	}	WILLM. MITCHELL, Director,	
L. S. Smith, witness,			
Robert C. Brown, witness,	}	JAMES COX, Director,	
Thos. Williamson, witness,			



Thos. Balfour, witness,	JOHN STIRLING,	} Directors,	} Of the North British Rail- way Company.
Andrew W. Turnbull, witness.	ALEX. HARVIE,		
	J. WALKER, Secretary,		

THE SECOND SCHEDULE.

THE parties following, videlicet, Francis Brown Douglas, Advocate in Edinburgh; the Reverend George Gordon, of Birnie, in the county of Moray; and James Forman, Advocate in Edinburgh, trustees acting under the last will and testament of Harry Gordon, of Liverpool in the county of Lancaster, deceased, dated thirty-first December eighteen hundred and forty-two; and Mrs. Janet More Gordon, of Charleton in the county of Forfar, and George More Gordon, her husband, being the parties beneficially interested in the estate of Charleton, of the first part, and which parties are herein-after called the first party; and Hercules Scott, Esquire, of Brotherton; Francis Aberdein, manufacturer, Montrose; William Mitchell, merchant, Montrose; James Cox, merchant, Dundee; George Robertson, writer to the signet, Edinburgh; George Harrison, merchant, Edinburgh; and John Ronald, solicitor before the Supreme Courts of Scotland, Edinburgh, for themselves and as promoters and as representing the provisional committee of the promoters of a Bill at present depending in Parliament, entitled

“ A Bill to authorise the construction of the North British, Arbroath, and Montrose Railway,” of the second part, and which parties are herein-after called the second party : Considering that by the said Bill powers are sought for the formation of three lines of railway therein set forth, which are respectively designated in said Bill as railway number one, railway number two, and railway number three, and that it was proposed by the said Bill that the railways numbers one and three therein set forth should pass in several places through the estate of Charleton, and power was proposed to be taken in the said Bill compulsorily to take lands forming portions of the said estate for the purpose of constructing the said railways, in so far as the same passed through the said estate, and for the necessary works connected therewith; that the said first party presented a petition against the said Bill, stating the grounds of their opposition thereto, as regards the said railways numbers one and three, and praying that the said Bill might not pass into a law as it then stood, and that the said first party might be heard by themselves, their counsel, agents, and witnesses against the preamble of the Bill, and such of the clauses and provisions thereof, and might have such relief in the premises as to the Parliament might seem meet; that after presenting the said petition communings took place between the parties to this agreement and those acting for or representing them in said matter, and it has been agreed between them that the said first party shall withdraw their petition against and opposition to the said Bill on the terms and conditions herein-after expressed : Therefore the said two parties have agreed and do hereby agree as follows, viz. :

The said first party hereby agree to withdraw their petition against and opposition to the said Bill, and to give to the said second party the portion of land herein-after described, delineated on a plan signed as relative hereto, at the price and on the conditions after mentioned.

And in respect thereof, and as the consideration therefor, the said second party hereby agree :—

First. That the railway specified and set forth in the said Bill as railway number three shall be wholly withdrawn from the said Bill, and the application therefor abandoned, and in relation thereto the said second party hereby undertake that they or any of them will not renew an application for authority to form the said line in so far as it may pass through the lands of Charleton now belonging to the said first party, in any future session of Parliament, and that no powers will be sought from Parliament for the formation of a railway between the Montrose and Bervie Railway and any portion of the railway sought to be authorised under this Bill passing through the said lands of the said first party.

Second. That the only land to be acquired by the said second party from the said first party under the said Bill shall be that triangular portion of land delineated on the plan signed as relative hereto, and which forms part of enclosures referenced on the parliamentary plan numbers eighty-seven, ninety, and ninety-one, it being expressly understood and conditioned that the said second party, in acquiring the said portion of land, shall only use the same for the construction of an embankment for a double line of railway, with a formation not exceeding thirty feet in width, and with side slopes not flatter than one and a half hori-

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Third. The said second party hereby undertake not to cut down or injure in any way more trees growing on the said portion of land to be acquired by them as above mentioned than shall be necessary in the formation of the said embankment, or for the safe conducting of the traffic on the railway to be constructed on the same ; and the said first party shall have at all times right to plant dwarf shrubs from time to time on the side slopes of the embankment to be formed on the said portion of land, but always in such a way and to such an extent as shall not endanger the stability of the said embankment, or the safe conducting of the traffic of the railway to be formed thereon ; but the said second party shall not be responsible for any injury caused by fire to such trees or shrubs.

Fourth. The said second party it is hereby agreed shall have no power to raise the levels of the rails of any railway to be formed through the said portion of land above that shown on the parliamentary section lodged with reference to the said Bill.

Fifth. Whereas it is stated by the said first party that they have it in contemplation, at some future time, to make an avenue or approach from the Mansion House of Charleton to enclosure number ninety-one, the said second party hereby undertake, on the said avenue or approach being actually in course of formation by the said first party, and upon their being then called upon by the said first party in writing so to do, immediately to erect and complete a stone bridge under their line of railway, on the site of and on the line of number ninety-one, with a clear span of not less than twenty feet and with a clear height of not less than fourteen feet, and according to the drawing of elevation of bridge signed as relative hereto, such height being obtained by lowering the level of the approach at the point of its passing under the line.

Sixth. That on the said avenue or approach being in course of formation as aforesaid, the said second party shall be bound, on their being called on so to do by the said first party, in writing, to convey to the said first party, free of all charge, the access or stripe of land referenced number ninety-one, retaining only the right to use so much of the said stripe of land for the purpose of executing the repairs which may from time to time be necessary on the bridge to be constructed by them for carrying the said railway over the said access or stripe of land ; and they shall also be bound to convey to the said first party, free of all charge, a suitable site for a lodge on the triangular portion of land to be acquired from the said first party as above mentioned and adjacent to access number ninety-one.

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Seventh. The said second party shall further be bound, on the said first party making the said approach or avenue, to make and execute all drainage works that may be necessary for making a dry and suitable road under the bridge to be constructed by them over access number ninety-one; and they shall also be bound to make and execute all excavations that may be necessary between the said bridge and the turnpike road number sixty-three to the width of access number ninety-one to the west of the line of railway, so as to form a good and convenient access or approach between number sixty-three and the said bridge under the railway.

Eighth. It is agreed that the fence to be erected by the second party for the purpose of separating the remaining lands of Charleton from the land to be acquired from the second party shall be a stone and lime wall similar in height and construction to the park wall that now forms the enclosure of two sides of the triangular portion of land to be acquired by the second party as before mentioned.

Ninth. The said second party hereby agree and undertake to make payment to the said first party of the sum of one thousand five hundred pounds sterling as the value and compensation to be paid to the said first party for the said triangular portion of land, and in full of all claim for damages or otherwise connected with the said portion of land being taken and used by the said second party for the formation of the embankment and railway before described, and which sum of one thousand five hundred pounds it is hereby agreed shall be payable by the said second party to the said first party immediately on notice being given by the said second party of the said portion of land being required for the purposes of the said railway; and it is hereby agreed that the said second party shall not be entitled, on any ground or pretext whatever, to enter on or take possession of any portions of the land to be acquired from the said first party as above mentioned, until the said agreed-on sum of one thousand five hundred pounds shall have been paid by the said second party to the said first party.

Tenth. That on making payment of the said sum of one thousand five hundred pounds the said second party shall deposit the same with the bank of the British Linen Company, at their office in Edinburgh, on a deposit receipt, in the manner provided by "The Lands Clauses Consolidation (Scotland) Act, 1845," for the deposit of compensation money payable or awarded to persons under disability, to the end and in order that the said sum may be uplifted and applied in the manner and for the purposes directed and appointed by the provisions of the said Act, or of any other Act having regard to money so deposited; and it is hereby agreed that the whole costs and expenses in connexion with the uplifting and applying of the said money shall be borne by the said second party in terms of said Lands Clauses Act.

Eleventh. It is hereby agreed that the work stipulated under this agreement to be executed by the said second party (except the portion of avenue to be excavated by them) shall be maintained by them in all time coming in good order and repair.

Twelfth. Within two months after the passing of the Act of Parliament proceeding on the said Bill a formal agreement shall, if required by the said first party, be entered into with the Company incorporated under the said Act,

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A.D. 1871. — and which agreement shall be given under the seal of the said Company, and shall contain all the stipulations and covenants contained in the before written agreement, or so much thereof as the said first party shall deem necessary or advisable.

Thirteenth. The said second party agree and bind and oblige themselves on delivery of this agreement to make payment to the said first party of the sum of two hundred pounds in respect and in payment of all expenses incurred or to be incurred by the said first party in opposing the said Bill, or connected therewith, or with the preparation of this agreement, and which sum it is hereby agreed shall be accepted by the said first party as in full of all claim for expenses incurred, or to be incurred by them as above mentioned.

Fourteenth. It is hereby agreed and declared that so often as in this agreement the "second party" is mentioned or referred to, the same shall mean and express the promoters of the said Bill before the passing of the Act of Parliament to follow thereon, and the Company incorporated by the said Act after the passing of the said Act of Parliament.

Fifteenth. Any questions or differences which may arise between the parties in reference to this agreement, or the terms of the formal agreement which may be executed as herein-before provided after the said Bill receives the Royal Assent, shall be and are hereby referred to the determination of Andrew Rutherford Clark, Her Majesty's Solicitor General for Scotland, whom failing, of William Watson, Esquire, advocate, Edinburgh, as sole arbiter, whose decision shall be final and binding on the said parties, and shall be carried into effect by them respectively.

And both the said parties bind and oblige themselves and the parties whom they respectively represent to implement and fulfil this agreement the one towards the other in the whole heads and articles thereof, and that under the penalty of the sum of five hundred pounds to be paid by the party failing to the party observing or willing to observe the agreement over and above performance.

In witness whereof, these presents written on this and the four preceding pages by Charles Hamilton, clerk to Messieurs Mackenzie and Kermack, writers to the signet, Edinburgh, are, along with a duplicate hereof, written by George Ferguson, also clerk to the said Mackenzie and Kermack, subscribed by the said Francis Brown Douglas and James Forman, two and a quorum of the said trustees of the said Harry Gordon, and by the whole parties hereto as follows; viz., by the said George Robertson, at Edinburgh, on the twenty-fifth day of April in the year eighteen hundred and seventy-one, before these witnesses, William Traill Philp, his clerk, and John McPherson, apprentice to Thomas Jarron Gordon, writer to the signet, Edinburgh; by the said John Ronald, also at Edinburgh, on the said twenty-fifth day of April and year last mentioned, before these witnesses, William Cargill, clerk to Messieurs Ronald and Ritchie, solicitors before the Supreme Courts of Scotland, Edinburgh, and the said John McPherson; by the said George Harrison, also at Edinburgh, on the twenty-sixth day of the said month of April and year last mentioned, before these witnesses, Archibald Kennedy, apprentice, and John Harrison, clerk, both to Messieurs Harrison and Company, woollen drapers and hatters in Edinburgh; by the said James Cox, at Dundee, on the twenty-seventh day of the said

month of April and year last mentioned, before these witnesses, William Smith and Robert Cocks Brown, both clerks to Messieurs Cox, Brothers, merchants in Dundee; by the said Hercules Scott, at Brotherton, near Montrose, on the twenty-ninth day of the said month of April and year last mentioned, before these witnesses, Robert McCrow, his gardener, and John Fullarton, his footman; by the said William Mitchell, at London, on the third day of May and year last mentioned, before these witnesses, John Hope Finlay, writer to the signet, Edinburgh, and the said Thomas Jarron Gordon; by the said Francis Brown Douglas, at Edinburgh, on the fifth day of the said month of May and year last mentioned, before these witnesses, John Kermack, apprentice to William Ramsay Kermack, writer to the signet, Edinburgh, and James Speid, apprentice to John Ord Mackenzie, William Ramsay Kermack, and George Mackenzie, writers to the signet, Edinburgh; by the said Mrs. Janet More Gordon and George More Gordon, at Saint Andrews, on the sixth day of the said month of May and year last mentioned, before these witnesses, John Eddie Tullis and James Berwick Forgan, both clerks to Stuart Grace, town clerk of Saint Andrews; by the said James Forman, at London, on the eighth day of the said month of May and year last mentioned, before these witnesses, Robert Mather and Hugh Brown, both clerks to Messieurs Loch and Maclaurin, parliamentary agents, London; and by the said Francis Aberdein, also at London, on the ninth day of the said month of May and year last mentioned, before these witnesses, the said Thomas Jarron Gordon and Thomas Barker Simson, parliamentary agent, in London.

A.D. 1871.

John Kermack, witness.
 James Speid, witness.
 Robert Mather, witness.
 Hugh Brown, witness.
 John E. Tullis, witness.
 Jas. B. Forgan, witness.
 J. Hope Finlay, witness.
 T. J. Gordon, witness.
 Wm. T. Philp, witness.
 John McPherson, witness.
 Wm. Cargill, witness,
 John McPherson, witness.
 Archibald Kennedy, witness.
 John Harrison, witness.
 William Smith, witness.
 Robert C. Brown, witness.
 Robert McCrow.
 John Fullarton.
 T. J. Gordon, witness.
 T. B. Simson, witness.

F. BROWN DOUGLAS.
 JAMES FORMAN.
 JANET MORE GORDON.
 G. MORE GORDON.
 GEO. ROBERTSON, Director.
 JOHN RONALD, Director.
 GEORGE HARRISON, Director.
 JAMES COX, Director.
 HERCULES SCOTT, Director.
 WILLM. MITCHELL.
 FR. ABERDEIN, Director.

