

[43 & 44 VICT.] *Caledonian Railway (Additional [Ch. clxxxviii.] Powers) Act, 1880.*



CHAPTER clxxxviii.

An Act for enabling the Caledonian Railway Company to make railways and other works, acquire lands, and abandon portions of works in the counties of Lanark, Renfrew, and Edinburgh; to maintain, work, and contribute to the Alloa Railway; to establish an Accident and Life Insurance Fund for their Servants, and to raise additional money; for extending the authorised periods for completion of certain railways in Lanarkshire, and acquisition of lands in connexion therewith, and sale of superfluous lands; and for other purposes.

A.D. 1880.

[26th August 1880.]

WHEREAS it is expedient that the Caledonian Railway Company (herein-after called "the Company") should be authorised to make the branch railways herein-after described in connexion with their London Road Branch in Glasgow and their Greenock Line, to widen a portion of their Clydesdale Junction Line, and to make a deviation near Maryhill of the canal called the Forth and Clyde Navigation, which forms part of their undertaking, and a deviation in Motherwell of the turnpike road leading from Bellshill to Wishaw, and to acquire lands for those purposes, and also certain lands adjoining the existing station on their main line at Slateford and their said proposed branch in Glasgow for the purpose of station, siding, and other accommodation:

And whereas it is expedient to extend the time limited by the Caledonian Railway (Additional Powers) Act, 1873, (herein-after called "the Act of 1873,"), and the Caledonian Railway (Additional Powers) Act, 1876, (herein-after called "the Act of 1876,"), for the completion of the railway authorised by the former of those Acts, and therein called Railway No. 5; and the time limited by those Acts, and by the Caledonian Railway (Additional Powers) Act, 1878, (herein-after called "the Act of 1878,"), for the compulsory

36 & 37 Vict.
c. clxxxv.
39 & 40 Vict.
c. lxi.

41 & 42 Vict.
c. clxxiii.

[Local.-188.]

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A.D. 1880. — purchase of lands for the purposes of that railway and relative works; and the time limited by the Act of 1873 and the Act of 1878 for the completion of the railway authorised by the former of those Acts, and therein called Railway No. 4:

And whereas it is expedient to extend the respective periods limited for the sale and disposal of lands acquired by or for behoof of the Company and the other companies whose undertakings are now vested in the Company, but which may have ceased or may cease to be required for the purposes of the Company, and to enable the Company to retain and hold such lands, or to dispose of the same:

And whereas it is expedient to provide for the abandonment of a portion of the railway authorised by and called Railway No. 14 in the Act of 1873, and for the abandonment, stopping up, appropriation, or disposal of the portions of the canal and turnpike road herein-before mentioned, which will be superseded by the proposed deviations thereof respectively:

And whereas the said canal is at present carried over the Glasgow and Garscube turnpike road, within the burgh of Maryhill, upon an archway, and two of the mains of the Glasgow Corporation Waterworks Commissioners are carried under the said canal at and near the same place; and the trustees of the said road and the magistrates and commissioners of police of the said burgh and the said waterworks commissioners are desirous that the present archway should be removed, and that the canal should be carried over the road by a substituted archway of greater height and width, and for that purpose the trustees of the said road and the said waterworks commissioners are willing to contribute towards the cost of the said canal deviation and relative works, and have entered into an agreement with the Company with respect to the construction and maintenance of the works, and the apportionment of the cost thereof, and it is expedient that the said agreement should be confirmed, and that the parties thereto should be authorised to carry the same into effect:

And whereas it is expedient that the Company should be authorised to establish an Accident and Life Insurance Fund for the benefit of their servants and workmen:

And whereas it is expedient that the Company should be authorised to close the register of their debenture stock for a limited period previously to the half-yearly payments of interest on that stock:

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And whereas by the Alloa Railway Act, 1879, (herein-after called "the Alloa Act") the Alloa Railway Company (herein-after called "the Alloa Company") were incorporated, and were authorised to make a railway (herein-after called "the Alloa Railway") from the Company's South Alloa Branch to the town of Alloa, and to raise sixty thousand pounds of share capital and twenty thousand pounds on mortgage or by debenture stock :

A.D. 1880.
42 & 43 Vict.
c. cxiv.

And whereas, during the progress through Parliament of the Bill for the Alloa Act, two agreements were entered into between the promoters of the Alloa Company and the Company, the one dated the seventh, eighth, and eleventh days of March one thousand eight hundred and seventy-nine, and the other dated the twenty-ninth and thirty-first days of July and first day of August one thousand eight hundred and seventy-nine, for the maintenance, management, and working of the Alloa Railway by the Company, and other purposes connected therewith, and for the Company contributing to and holding shares in the Alloa Company, and paying to that company certain annual percentages on the cost of the Alloa Railway, which agreements were adopted by the Alloa Company after their incorporation by minutes dated respectively the fourteenth day of October one thousand eight hundred and seventy-nine; and it is expedient that the said agreements should be confirmed, and that the Company and the Alloa Company should be authorised to carry the same into effect :

And whereas it is expedient that the Company should be authorised to raise additional share and loan capital for the several purposes aforesaid :

And whereas plans and sections showing the lines and levels of the several railways and deviations of canal and turnpike road by this Act authorised to be made, and plans showing 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 several purposes or under the powers of this Act, were duly deposited with the principal sheriff clerks for the counties of Lanark, Renfrew, and Edinburgh, and are herein-after respectively referred to as the deposited plans, sections, and books of reference :

And whereas the purposes of this Act 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,

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A.D. 1880. — and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title. 1. This Act may be cited as the Caledonian Railway (Additional Powers) Act, 1880.

Incorporation
of general Acts.
8 & 9 Vict.
c. 19.
23 & 24 Vict.
c. 106.
8 & 9 Vict.
c. 33.
26 & 27 Vict.
c. 92.
8 & 9 Vict.
c. 17.

26 & 27 Vict.
c. 118.

2. The Lands Clauses Consolidation (Scotland) Act, 1845 ; the Lands Clauses Consolidation Acts Amendment Act, 1860 ; the Railways Clauses Consolidation (Scotland) Act, 1845 ; Part I. (relating to construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act, 1863 ; the clauses and provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, with respect to the following matters ; (that is to say,) the distribution of the capital of the Company into shares, the transfer or transmission of shares, the payment of subscriptions and the means of enforcing the payment of calls, the forfeiture of shares for nonpayment of calls, the remedies of creditors of the Company against the shareholders, the borrowing of money by the Company on mortgage or bond, the conversion of the borrowed money into capital, the consolidation of the shares into stock, the general meetings of the Company and the exercise of the right of voting by the shareholders, the making of dividends, the giving of notices, and the provision to be made for affording access to the special Act by all parties interested ; and Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act ; and all the provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, which relate to stock into which shares in the capital of the Company have been converted or consolidated, shall apply to the stock which the Company are by this Act authorised to issue, and to the holders thereof.

Interpreta-
tion 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 ; and in the Acts wholly or partially incorporated with this Act, as applied to this Act, the expression "the Company" means the Caledonian Railway Company ; the expression "the special Act" means this Act ; and the expressions "the railway" and "the undertaking" mean and include respectively the railways and other works and the undertaking by this Act authorised.

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4. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways and works herein-after described, and all proper stations, sidings, approaches, and other works and conveniences in connexion therewith respectively, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes. The railways and works herein-before referred to and authorised by this Act are:—

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Power to
make rail-
ways and
other works.

- (1.) A railway, in the parish of Calton and county of Lanark (in this Act called "Railway No. 1"), six furlongs eight chains and thirteen yards or thereabouts in length, commencing by a junction with the Company's London Road Branch near to and on the north-eastern side of Baltic Street in Glasgow, and terminating near to and on the southern side of the street called the Great Eastern Road :
- (2.) A railway, in the parish of Greenock and county of Renfrew (in this Act called "Railway No. 2"), one furlong five chains and twenty yards or thereabouts in length, commencing by a junction with the railway authorised by and called Railway No. 14 in the Act of 1873, near a point on the Company's Greenock Line about two hundred and sixty yards westward from the bridge carrying the road leading from the turnpike road between Port Glasgow and Greenock to Gibshill Quarry over the said Greenock Line, and terminating near to and on the northern side of the said turnpike road about one hundred and forty yards eastward from Cappielow toll-house :
- (3.) A railway, in the parishes of Rutherglen and Cambuslang and county of Lanark (in this Act called "Railway No. 5"), six furlongs one chain and fifteen yards or thereabouts in length, being a widening of the Company's Clydesdale Junction Line, from its junction with their Rutherglen and Coatbridge Branch to a point about four hundred and thirty yards north-westward from the bridge by which the turnpike road from Glasgow to Cambuslang is carried over the said line :
- (4.) A deviation, in the parish of Maryhill and county of Lanark, of the canal called the Forth and Clyde Navigation (in this Act called "the canal deviation"), commencing about fifty yards westward from the aqueduct by which the said canal is carried over the Glasgow and Garscube turnpike road near Maryhill, and terminating about one hundred and fifty yards eastward from that aqueduct :

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(5.) A deviation, forty feet in width, in the burgh of Motherwell and county of Lanark, of that part of the turnpike road leading from Bellshill by Motherwell to Wishaw called Muir Street (in this Act called "the turnpike road deviation"), commencing about seventy yards northward from the junction of the said road or street with Merry Street, and terminating at or near its junction with Milton Street:

Provided always, that the Company shall not, for the purposes of Railway No. 2, enter upon, take, or use any part of the property of the trustees of the port and harbours of Greenock, lying to the northward of the turnpike road leading from Renfrew to Greenock, without the previous consent in writing of the said trustees, except so much of the said property as may be required for the pier or abutment of the bridge by which Railway No. 2 is to be carried over the said road.

Canal deviation to form part of Forth and Clyde Navigation, and corresponding portion of existing canal may be abandoned. 30 & 31 Vict. c. cvi.

5. When the canal deviation is completed and opened to the public it shall, for the purposes of tolls, rates, and charges, and for all other purposes, be deemed a part of the Forth and Clyde Navigation, and shall, together with the revenues arising therefrom, be subject to the real lien and security conferred by the Caledonian Railway and Forth and Clyde Navigation Companies Act, 1867, upon the Forth and Clyde Navigation Guaranteed Company for payment of the fixed annuity provided by that Act; and the Company may abandon the portion of the existing canal lying between the points of commencement and termination of the said deviation, and the subsidiary works connected therewith, and may apply the same to such uses as they think fit, or may sell, feu out, or otherwise dispose of the same and the site thereof in such manner as they may find expedient.

Company may stop up portions of existing roads where deviations substituted.

6. When the turnpike road deviation is completed and opened to the public, the Company may permanently stop up the portion of the existing road for which such deviation is substituted, and which lies between the points of commencement and termination of such deviation; and the site of the said portion of existing road, so far as the same shall be bounded on both sides by property of the Company, shall belong to and be vested in the Company, and may be used or sold, feued out or disposed of by them as they think fit; and when any other new portions of road authorised by the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, as incorporated with this Act, to be formed in lieu of existing roads altered or diverted, are respectively completed and opened,

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the Company may permanently stop up those portions of existing roads for which such new portions of road are respectively substituted; and the sites of the said portions of existing roads so stopped up, so far as the same shall be bounded on both sides by property of the Company, shall belong to and be vested in the Company, and may be used or sold, feued out or disposed of by them as they think fit: Provided always, that where the turnpike road deviation, or any such new portion of road, is formed through or along lands belonging wholly or partly to any person, through or along whose lands the superseded portion of existing road for which such deviation or new portion of road is substituted passes, the value of the site of so much of the said superseded portion of road as passes through or along the lands of such owner, and is given up to him, shall be taken into account in estimating the compensation payable to him for the land taken from him for such deviation or new portion of road.

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7. The turnpike road deviation shall, as respects management, maintenance, and tolls, and in all other respects, be held as part of and be subject to the same provisions as the existing road for part of which the same is substituted as aforesaid; and all other new portions of road authorised by the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, as incorporated with this Act, to be formed in lieu of roads altered or diverted, shall, as respects management, maintenance, and tolls (where tolls are exigible), and in all other respects, be held as parts of and be subject to the same provisions as the existing roads so altered or diverted respectively.

New portions of road to be subject to same provisions as existing roads.

8. Subject to the provisions of this Act, the Company may enter upon, take, hold, and use, for the purposes of additional station, siding, and other accommodation, the lands herein-after described, which are delineated on the deposited plans and described in the deposited books of reference, or such parts thereof as they may find necessary; (that is to say,)

Power to take lands for additional station and siding accommodation.

- (1.) Certain lands in the parish of St. Cuthbert and county of Edinburgh, extending eastward for about seven hundred and fifty yards along both sides of the Company's main line between Carstairs and Edinburgh, from a point about fifty yards eastward from the eastern end of the Slateford Passenger Station on that line, and bounded on the northern side by the turnpike road between Edinburgh and Lanark, and on the southern side by the Edinburgh and Glasgow Union Canal;

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(2.) Certain lands in the parish of Calton and county of Lanark, extending along both sides of Railway No. 1 from London Road to the termination of that railway;

and upon the acquisition by the Company of any of such lands any rights of way over or affecting the lands so acquired shall be extinguished: Provided always, that the powers by this Act granted with respect to the said lands in the parish of St. Cuthbert shall be subject to the powers granted by the Edinburgh Suburban and Southside Junction Railway Act, 1880, to the Edinburgh Suburban and Southside Junction Railway Company with respect to a portion of those lands.

43 & 44 Vict.
c. xciv.

Power to
raise addi-
tional capi-
tal.

9. Subject to the provisions of Part II. of the Companies Clauses Act, 1863, the Company may, for the purpose of constructing the works and acquiring the lands by this Act authorised to be constructed and acquired, raise any additional capital not exceeding in nominal amount one hundred and eighty thousand pounds, and may, for the purpose of acquiring shares or stock in the Alloa Company as herein-after provided, raise any additional capital not exceeding in nominal amount forty thousand pounds, by the issue in each case, at their option, of new ordinary shares or stock, or new preference shares or stock, or wholly or partially by any one or more of those modes respectively, but the Company shall not issue any share of less nominal value than ten pounds, nor shall any share vest in the person or corporation 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: Provided that if in any year ending on the thirty-first day of January there are not profits available for the payment of the full amount of preferential dividend or interest for that year on any such new preference shares or stock, no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Except as
otherwise
provided,
new shares
or stock to
be subject to
the same
incidents as
other shares
or stock.

10. 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 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.

And to form
part of capi-
tal of Com-
pany.

11. The capital in new shares or stock so created shall form part of the capital of the Company.

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12. Every person who becomes entitled to such 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 and paid on such new shares or to the whole amount of such stock, as the case may be.

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Dividends on new shares or stock.

13. Each holder of new shares or stock in the capital by this Act authorised to be raised shall be entitled to the same number of votes in respect thereof which the possession of an equal nominal amount of the existing capital stock of the Company would have conferred upon him: Provided always, that, except as otherwise expressly provided by the resolution creating the same, no person shall be entitled to vote in respect of any such new shares or stock to which a preferential dividend shall be assigned.

Right of voting in respect thereof.

14. Subject to the provisions of any Act already passed, by which the Company are authorised to raise capital by new shares or stock, and to the provisions of this Act, and of any other Act passed 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 Acts and this Act respectively authorised to raise by the creation and issue of new shares or stock.

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

15. The Company may, in respect of the additional capital of one hundred and eighty thousand pounds which they are by this Act authorised to raise for the purpose of constructing works and acquiring lands, borrow on mortgage from time to time any sums not exceeding in the whole sixty thousand pounds, but no part thereof shall be borrowed until the whole of the capital in respect of which such sum is hereby authorised to be borrowed is issued and accepted, and one half thereof is paid up, and the Company have proved to the sheriff who is to certify under the forty-second section of the Companies Clauses Consolidation (Scotland) Act, 1845, before he so certifies, that the whole of such capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share (forming part of such capital so issued) 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

Power to borrow on mortgage.

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A.D. 1880. the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assignees, and also, in so far as the said capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or assignees, 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.

Appoint-
ment of a
judicial fac-
tor.

16. The mortgagees of the Company under this or any previous Act 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 whom the application for a judicial factor is made shall not be less than ten thousand pounds in the whole.

Existing
securities to
have priority.

17. All mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall, during the continuance of such mortgages and bonds, and subject to the provisions of the Acts under which the same were respectively granted, have priority over any mortgages 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.

Power to
create de-
benture
stock.
30 & 31 Vict.
c. 126.

18. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863, as amended by the Railway Companies (Scotland) Act, 1867; but, notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application
of moneys.

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

Company
may apply
funds not
required for
other pur-
poses.

20. The Company may apply towards the purposes authorised by this Act any capital or funds belonging to or authorised to be raised by them which may not be required for the purposes for which the same were authorised to be raised or directed to be applied.

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21. The quantity of land to be acquired by agreement by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act, 1845, shall not exceed five acres, in addition to the lands which they are authorised by this Act to take compulsorily, and by any other Acts to take compulsorily or acquire by agreement.

A.D. 1880.

Lands for extraordinary purposes.

22. 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 compulsory purchase of lands.

23. Persons empowered by the Lands Clauses Consolidation (Scotland) Act, 1845, to sell and convey lands, may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege, not being an easement of water, 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 easements, rights, and privileges as aforesaid respectively.

Power to take easements, &c. by agreement.

24. And whereas it may happen that portions only of the lands, buildings, and manufactories shown on the deposited plans as subject to be taken by the Company for certain of the purposes of this Act will be sufficient for those purposes, and that such portions may be severed from the remainder of the said properties without material detriment thereto: Therefore, notwithstanding section ninety of the Lands Clauses Consolidation (Scotland) Act, 1845, the owners of and other persons interested in the lands, buildings, and manufactories described in the Schedule (A.) to this Act, and whereof portions only are required for the purposes of this Act, may, if such portions can, in the judgment of the jury, arbiter, or other authority assessing or determining the compensation under that Act, be severed from the remainder of the said properties without material detriment thereto, be required to sell and convey to the Company such portions only, without the Company being required to purchase the whole or any greater portions of such properties; the Company always paying for the portions taken by them, and making compensation for any damage sustained by the owners thereof or other persons interested therein by severance or otherwise: Provided always, that the owners of and other persons interested in the lands described in the said schedule, and therein numbered 8 in the parish

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

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A.D. 1880. of Maryhill, shall not be required to sell and convey to the Company a greater portion of those lands than is necessary for the construction of the canal deviation and relative works in the manner herein-after prescribed.

Notice to be given of taking houses of labouring classes.

25. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and they shall not take any such houses until they have obtained the certificate of the sheriff that it has been proved to his satisfaction that they have so made known their intention.

Accommodation to be procured for persons of the labouring classes to be displaced.

26. Before displacing any person or persons belonging to the labouring classes who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to take, the Company shall (unless they and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons: Provided always, that if any question shall arise as to the sufficiency of such accommodation, such question shall be determined by the sheriff; and the Company may, for the purpose of procuring such accommodation, appropriate any lands for the time being belonging to them or which they have power to acquire, and may purchase by agreement such further lands as may be necessary for such purpose, and may on such lands erect labouring-class dwellings, and may apply for the purposes of this section, or any of them, any moneys which they may have already raised or are authorised to raise.

Powers of lateral and vertical deviation.

27. The Company may deviate from the lines of Railway No. 1 and Railway No. 2, and of the canal deviation and the turnpike road deviation by this Act authorised, as delineated on the deposited plans, to any extent within the limits of deviation shown on those plans, and may deviate from the levels of the said turnpike road deviation as delineated on the deposited sections to any extent not exceeding five feet; but nothing in this section contained shall authorise the Company to increase the rates of inclination respectively prescribed by sections forty-two and forty-three of the Railways Clauses Consolidation (Scotland) Act, 1845, except that the alteration of the turnpike road numbered 4 in the parish of Maryhill may be made of any inclination not steeper than one in twenty-two.

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28. The Company shall not construct the canal deviation and relative works so as to be nearer to the building of the church belonging or reputed to belong to the Congregation of the United Presbyterian Church at Maryhill than the lines of those works as shown on the deposited plans, and the outside of the wing wall of the aqueduct for carrying the canal deviation over the Glasgow and Garscube turnpike road shall not, at the ground level, be nearer to the said building, exclusive of the buttresses of that building, than forty-four feet.

A.D. 1880.
Protection of United Presbyterian Church at Maryhill.

29. The Company may permanently stop up and appropriate the sites of the private roads numbered on the deposited plans 7 in the parish of St. Cuthbert and 44 in the parish of Calton, so far as the same are bounded on both sides by lands acquired by the Company under the powers of this Act, without substituting other roads therefor.

Company may stop up certain private roads without substituting others therefor.

30. The Company may make the arch of the bridge for carrying the canal deviation over the road next herein-after specified of any height and span not less than the height and span herein-after mentioned in connexion with such road ; (that is to say,)

Height and span of a certain bridge.

No. on deposited Plans.	Parish.	Description of Road.	Height.	Span.
CANAL DEVIATION.				
4	Maryhill	- Turnpike road -	Feet. 16	Feet. 30

31. Notwithstanding anything contained in this Act or in the deposited plans and sections, the Company shall not take any part of the road numbered on the deposited plans 18 in the parish of Calton, nor shall they enter upon or interfere with the said road, except for the purpose of making and maintaining a bridge not less than sixty feet in span, and having a clear headway throughout of not less than seventeen feet, for carrying Railway No. 1 over the road, and all operations connected with the said bridge shall be executed to the reasonable satisfaction of the surveyor of the trustees of the said road, or of their successors in the management thereof.

Regulation as to London Road, Glasgow.

32. Notwithstanding anything in this Act or in the deposited plans and sections, the Company shall not enter upon, take, or interfere with any part of the road in the parish of Calton called the Great Eastern Road, or of the road numbered on the deposited

Certain roads not to be interfered with.

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A.D. 1880. — plans 103 in the parish of Calton, or of the road numbered on those plans 64 in the parish of Dalziel and 37 in the parish of Hamilton, without the previous consent in writing of the trustees of the said roads or of their successors in the management thereof respectively.

Penalty imposed unless railways are opened within period limited.

17 & 18 Vict.
c. 31.

33. If the Company fail within the period limited by this Act to complete the several railways authorised to be made by this Act, 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 said railways are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railways not so completed, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in the third section of the Railway and Canal Traffic Act, 1854, and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened, in the name and with the privity of the Queen's Remembrancer of the Court of Exchequer in Scotland, in the bank and to the credit specified in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company were prevented from completing or opening such railways respectively by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

34. Every sum of money recovered by way of penalty as aforesaid shall be applicable, and after due notice in the Edinburgh Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the 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

[43 & 44 VICT.] *Caledonian Railway (Additional [Ch. clxxxviii.] Powers) Act, 1880.*

payable, or if a portion of the sum or sums of money recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and be paid or transferred accordingly to or for the account of Her Majesty's Exchequer in such manner as the said Court thinks fit to order, on the application of the Solicitor of Her Majesty's Treasury, and be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the said Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

A.D. 1880.

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

Period for completion of railways and works.

36. For all purposes of tolls, rates, and charges, Railway No. 1 shall be deemed a part of the Company's Dalrnock and London Road Branch; Railway No. 2 shall be deemed a part of the railway authorised by and called Railway No. 14 in the Act of 1873; and Railway No. 5 shall be deemed a part of the Company's Clydesdale Junction Line; and the Company may demand and take in respect of the use of the said several railways by this Act authorised to be made or any part thereof, and of carriages and engines thereon, and in respect of accommodation and services provided by the Company in connexion therewith, any tolls, rates, and charges not exceeding those which the Company are authorised to demand and take in respect of the use of the railways and branches of which the railways by this Act authorised are respectively to be deemed parts as aforesaid, and of carriages and engines thereon, and in respect of accommodation and services provided by the Company in connexion therewith: Provided that the said railways by this Act authorised to be made shall, as respect tolls, rates, and charges, be considered in all respects part of the undertaking of the Company, and that only one short-distance charge shall be made for the con-

Tolls.

[Ch. clxxxviii.] *Caledonian Railway (Additional [43 & 44 VICT.] Powers) Act, 1880.*

A.D. 1880. — veyance of any traffic partly thereon or on any part thereof, and partly on any other railways of the Company.

Extension of period for compulsory purchase of lands for a certain railway.

37. The powers granted and the period limited by the Act of 1873 for the compulsory purchase of lands for the purposes of the railway authorised by that Act, and therein called railway No. 5, as extended by the Act of 1876 and the Act of 1878, are hereby continued and extended until the twenty-first day of July one thousand eight hundred and eighty-two, being two years after the expiration of the period limited by the Act of 1878, and the said powers may be exercised by the Company at any time previously to the expiration of the said extended period.

Extension of periods for completion of certain railways.

38. The powers granted and the periods limited by the Act of 1873 for the completion and opening for traffic of the railways authorised by that Act, and therein called respectively Railway No. 4 and Railway No. 5, as extended with respect to the former of those railways by the Act of 1878, and with respect to the latter of those railways by the Act of 1876, are hereby respectively continued and extended for three years after the expiration of the said respective periods; that is to say, until the twenty-first day of July one thousand eight hundred and eighty-three as respects the said Railway No. 5, and until the twenty-first day of July one thousand eight hundred and eighty-four as respects the said Railway No. 4, and the said respective powers may be exercised by the Company at any time previously to the said respective days; and sections thirty-three, thirty-four, and thirty-five of the Act of 1873, section forty-three of the Act of 1876, and sections thirty-nine, forty, and forty-one of the Act of 1878, so far as the same relate to the railways mentioned in this section, shall be read and construed as if the respective periods referred to in those sections for the completion and opening for traffic of those railways respectively did not expire until the expiration of the extended periods hereby granted in the case of the said respective railways.

Extension of time for sale of certain superfluous lands.

39. The Company may, notwithstanding anything to the contrary in the Lands Clauses Consolidation (Scotland) Act, 1845, or in any Act relating to the Company or their undertaking with which that Act is incorporated, retain and hold any lands belonging to them in the parishes enumerated in the Schedule (B.) to this Act, and which have not yet been applied to the purposes of the Company, for the period of five years from the passing of this Act; but the Company shall, at or before the expiration of that period, sell or feu out and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then

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required for the purposes of their undertaking: Provided always, that nothing in this section contained shall be held as requiring the Company to sell or dispose of any lands which they are not required by some existing Act to sell or dispose of, nor as requiring the Company to sell or dispose of any lands sooner than they are required to sell or dispose of the same by some existing Act. A.D. 1880.

40. The Company shall abandon so much of the railway authorised by the Act of 1873, and therein called Railway No. 14, as lies to the northward of the southern side of the turnpike road between Port Glasgow and Greenock, and the subsidiary works connected with the said portion of railway; and section thirty-three of the Act of 1873, and sections thirty-nine and forty of the Act of 1878, so far as they respectively relate to the portion of railway herein-before required to be abandoned, are hereby repealed. Company to abandon a certain portion of authorised railway.

41. The abandonment by the Company, under the authority of this Act, of any portion of railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of railway; and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise, as regards such land, of any of the powers contained in the Railways Clauses Consolidation (Scotland) Act, 1845, or in the Act of 1873. Compensation for damage to land by entry, &c. for purposes of portion of railway abandoned.

42. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of railway or works authorised to be abandoned by this Act, the Company shall be released from all liability to purchase or to complete the purchase of any such lands; but, notwithstanding, full compensation shall be made by the Company to the owners and occupiers of or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice; and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation (Scotland) Act, 1845, as amended by any subsequent Act, for determining the Compensation to be made in respect of portion of railway abandoned.

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A.D. 1880. — amount and application of compensation paid for lands taken under the provisions thereof.

Confirmation of agreement with Garscube Road Trustees and Glasgow Waterworks Commissioners.

43. The agreement between the trustees of the Glasgow and Garscube turnpike road, the Glasgow Corporation Waterworks Commissioners, and the Company, set forth in the Schedule (C.) to this Act, is hereby sanctioned and confirmed, and the parties thereto are hereby respectively empowered and required to fulfil the obligations therein undertaken by them respectively, in like manner in all respects as if the provisions thereof were set forth in and enacted by this Act.

Power to establish an Accident and Life Insurance Fund.

44. The directors of the Company may, if they think fit, establish and maintain an Accident and Life Insurance Fund, for the payment of temporary or permanent periodical allowances, or gross sums, to such of the Company's servants and workmen as may be temporarily or permanently disabled by accidents occurring in the service of the Company, and of sums to the widows, children, or other representatives of servants and workmen of the Company dying, whether from such accidents or otherwise; and may make, alter, and enforce rules for the constitution, regulation, management, and application of the said fund; and may from time to time, out of the revenues of the Company, make such contributions towards the said fund as they may deem expedient.

Power to close register of debenture stock.

45. The directors of the Company may close the register of the Company's debenture stock for a period not exceeding fourteen days previously to each fifteenth day of May and eleventh day of November, or other days in each year upon which the half-yearly interest on such stock may at the time be payable, and may fix the days for closing the said register, of which seven days notice shall be given by advertisement in some newspaper published in Glasgow; and any transfer of any part of such stock delivered to the Company for registration during the period when such register is so closed shall, as between the Company and the party claiming under the same, but not otherwise, be considered as made subsequently to such half-yearly days.

Confirmation of agreements with Alloa Railway Company.

46. The agreement between the promoters of the Alloa Company and the Company dated the seventh, eighth, and eleventh days of March one thousand eight hundred and seventy-nine, in so far as the same is not altered by the agreement between the same parties dated the twenty-ninth and thirty-first days of July and first day of August one thousand eight hundred and seventy-nine, and the said last-mentioned agreement, which agreements were adopted

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by the Alloa Company by minutes dated respectively the fourteenth day of October one thousand eight hundred and seventy-nine, and are together with the said minutes set forth in the Schedule (D.) to this Act, are hereby sanctioned and confirmed; and the Alloa Company shall in manner therein mentioned construct the Alloa Railway and relative works; and the Company shall in perpetuity maintain the same, and work, manage, and regulate the traffic thereon (whether local or through traffic), and may fix, levy, and retain the tolls, rates, and charges (including terminals) and other revenues arising in respect of such traffic, and in respect of those matters shall have and may exercise all the powers of the Alloa Company; and in consideration thereof shall pay in perpetuity the several sums specified in article third of the last-mentioned agreement, and fulfil the other pecuniary obligations undertaken by them in article fourth thereof.

A.D. 1880.

47. The Company may and they are hereby required to take shares or stock in the Alloa Company to the extent of forty thousand pounds; and they shall in respect of such shares or stock have all the powers, rights, and privileges, and be subject to all the obligations and liabilities, of proprietors of shares or stock in the Alloa Company.

Company to take shares or stock in Alloa Company.

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

Interest not to be paid on calls paid up.

49. 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.

50. Nothing in this Act contained shall exempt the Company, or the railways by this Act authorised to be made, from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in

Provision as to general Railway Acts.

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A.D. 1880. — force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by this Act.

Expenses of
Act.

51. 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.

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SCHEDULE (A.)

A.D. 1880

Lands, Buildings, and Manufactories whereof part may be taken under the powers of this Act without taking the whole.

FOR RAILWAY NO. 5.

No. on deposited Plans.	Parish.	Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
17	Rutherglen	Colliery ground, arable land, refuse bings, road and slopes, and dungstead.	Graham Somervell James Dunlop and Company. James Dunlop.	James Dunlop and Company. James Dunlop John Young.	James Dunlop and Company. James Dunlop. John Young.
18	Rutherglen	Siding and ground	Graham Somervell. James Dunlop and Company. James Dunlop.	James Dunlop and Company. James Dunlop.	James Dunlop and Company. James Dunlop.
22	Rutherglen	Colliery ground and ditch.	James Ross Gray Buchanan.	- - -	James Ross Gray Buchanan.
23	Rutherglen	Engine houses, engines, pit head frame, boiler seats and boilers, shed and ground.	James Ross Gray Buchanan.	- - -	James Ross Gray Buchanan.
24	Rutherglen	Pond - -	James Ross Gray Buchanan.	- - -	James Ross Gray Buchanan.

FOR DEVIATION OF CANAL.

8	Maryhill -	Ground and foot-path.	The Congregation of the United Presbyterian Church at Maryhill. Reverend James Moir Rae. Robert McCowat. Alexander Henderson. James Fleming. John Brown. Matthew Clark Allison. Alexander Petrie. Thomas Sandilands. Henry Leask. Archibald Watson. Alexander H. Miller. Thomas Ogilvie Niven. Alexander Brown. John Goodfellow. William Bain.	- - -	The Congregation of the United Presbyterian Church at Maryhill. Reverend James Moir Rae. Robert McCowat. Alexander Henderson. James Fleming. John Brown. Matthew Clark Allison. Alexander Petrie. Thomas Sandilands. Henry Leask. Archibald Watson. Alexander H. Miller. Thomas Ogilvie Niven. Alexander Brown. John Goodfellow. William Bain.
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A.D. 1880.

SCHEDULE (B.)

LIST OF COUNTIES AND PARISHES in which are situate the Lands belonging to but not yet applied to the purposes of the Company, the time for selling which is extended by this Act.

COUNTIES.	PARISHES.
Lanark.	Govan. Gorbals.
Renfrew.	East Parish of Greenock. West Parish of Greenock. Innerkip.
Forfar.	Mains and Strathmartine. Dundee.
Aberdeen.	Old Machar. St. Nicholas (South Division).
Perth.	Perth.

SCHEDULE (C.)

This agreement entered into by and between the trustees acting under and in execution of the Act eleventh George Fourth, chapter one hundred and twenty-eight, intituled "An Act for maintaining and repairing the road leading from the City of Glasgow through Cowcaddens to the north end of the bridge over that part of the River of Kelvin called the Milnford of Garscube, and for making, repairing, and maintaining the road leading from Blackquarry Toll Bar by Possil to the bridge across the River Allander at Langbank, in the counties of Lanark and Stirling" (herein-after called "the road trustees"), of the first part; the magistrates and council of the city of Glasgow, commissioners acting under the Glasgow Corporation Waterworks Act, 1855, and subsequent Acts (herein-after called "the water commissioners"), of the second part; and the Caledonian Railway Company, incorporated by Act of Parliament (herein-after called "the Company"), of the third part; witnesseth that whereas the Company are promoting in the present session of Parliament a Bill intituled "A Bill for enabling the Caledonian Railway Company to make railways and other works, acquire lands, and abandon portions of works in the counties of Lanark, Renfrew, Forfar, Stirling, and Edinburgh; to maintain, work, and contribute to the Alloa Railway; to establish an Accident and Life Insurance Fund for their Servants; and to raise additional money; for extending the authorised periods for completion of certain railways in Lanarkshire, and acquisition of lands in connexion therewith, and sale of superfluous lands; for making better provision with respect to the use of the Stirlingshire Midland Junction Railway and the Grangemouth Branch Railway; and for other purposes"; the preamble of which Bill bears, inter alia, that the canal called the Forth and Clyde Navigation (which forms part of the Company's undertaking) is at present carried over the Glasgow and Garscube turnpike road, within

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A.D. 1880

“ the Burgh of Maryhill, upon an archway, and two of the mains of the Glasgow Corporation Waterworks Commissioners are carried under the said canal at “ and near the same place”; and that the road trustees, and the magistrates and commissioners of police of the said burgh, and the water commissioners “ are desirous that the present archway should be removed, and that the canal “ should be carried over the road by a substituted archway of greater height and “ width,” and that for that purpose the road trustees and the water commissioners are willing to contribute towards the cost of the said canal deviation and relative works: And whereas it is proposed to be enacted by the said Bill, inter alia, that the Company may make a deviation, in the parish of Maryhill and county of Lanark, of the said canal, “commencing about fifty yards westward from the aqueduct by which the said canal is carried over the Glasgow “ and Garscube turnpike road near Maryhill, and terminating about one hundred and fifty yards eastward from that aqueduct”: And whereas in the deposited parliamentary section referred to in the said Bill the height of the arch for carrying the canal deviation over the said turnpike road is stated as sixteen feet: And whereas it has been arranged that the said archway shall afford a width of roadway of thirty feet, the bridge not to be less than twelve feet at the springing, nor less than seventeen feet at the crown, clear headway above the road; in consideration of which new and improved archway the road trustees have agreed to contribute towards the cost of construction as after mentioned: And whereas two main pipes from Mugdock Reservoir, belonging to the water commissioners, pass under that part of the canal which is proposed to be deviated, and are lying in a tunnel constructed for that purpose some years ago: And whereas it has been agreed upon between the water commissioners and the road trustees that the water commissioners should have the right of laying the existing mains, and also any additional mains they may hereafter find it necessary to construct, in the roadway under the said new archway, at the usual depth from the surface of the ground, where they will at all times be accessible to the water commissioners; in consideration of which right the water commissioners have agreed to contribute towards the cost of construction as after mentioned, and have also agreed to convey, as they hereby bind themselves to convey, to the Company the piece of ground belonging to them, situated on the south side of the said canal bridge, required by the Company in the construction of the new works connected with the said bridge authorised by the said Bill; And now seeing that the terms of the proposed arrangements have been settled between the parties hereto, and that it is proper the same should be reduced to writing; therefore the said parties hereto have covenanted and agreed and do hereby covenant and agree, and bind and oblige themselves to each other as follows; vizt.:

First.—The Company shall, so soon as the sum of eight thousand pounds is deposited in bank, as provided by article seventh hereof, proceed to execute the proposed deviation of the said canal, according to the plan and section signed with reference hereto, and shall complete the same before the term of Whitsunday eighteen hundred and eighty-two, and the archway of the bridge or aqueduct by which the said canal shall be carried over the said road shall be constructed so as to afford a clear width of roadway of thirty feet, a clear height of arch in the centre of seventeen feet, and a clear height at the springing of the arch of twelve feet, and that the abutments of said archway and works for

[Ch. clxxxviii.] *Caledonian Railway (Additional [43 & 44 VICT.] Powers) Act, 1880.*

A.D. 1880. — the protection of the pipes of the water commissioners shall be executed in such manner as shall be agreed on between the engineer of the Company and the engineer of the water commissioners, or failing agreement as shall be settled by the arbiter after named.

Second.—On the completion of the proposed deviation of the canal and new aqueduct bridge the Company shall be bound to take down and remove the existing aqueduct bridge, and to widen out the turnpike road where it is crossed by the existing aqueduct bridge to the width of forty feet.

Third.—The Company shall be bound to restore the whole portions of the turnpike road interfered with, and to keep and maintain the same and the portion of the road to be widened out as aforesaid in proper order and condition for twelve months after the archway is open to the public, all at the sight and to the satisfaction of the road trustees or their successors, or their surveyor, which portions of road shall then be taken over by the said road trustees or their successors, and kept and maintained by them in proper order and repair in all time coming.

Fourth.—The Company shall, at their own costs and charges, be bound to maintain the archway of the new bridge or aqueduct and also the deviation of the canal in proper order and repair in all time coming.

Fifth.—The whole works to be executed by the Company as aforesaid shall be executed in such a manner as to cause the least possible interference with or interruption to the traffic on the road, and the Company shall during the execution of the said works be bound to take all proper means to provide for the protection and free passage of the public using the road.

Sixth.—As soon as the deviation of the canal shall be completed the water commissioners shall, at their own expense, have right to divert their existing mains, and lay and thereafter maintain the same in the roadway under the said new archway of the aqueduct by which the said canal is carried over the said turnpike road; and shall also have right to lay and thereafter maintain in the said roadway any additional lines of pipes which they may find it necessary to construct in connexion with their undertaking.

Seventh.—The road trustees, in consideration of said new and improved archway, oblige themselves to pay, out of the trust funds under their control, to the Company the sum of six thousand five hundred pounds as their contribution towards the cost of said proposed deviation and new aqueduct and other works; and the water commissioners, in consideration of their said right, bind and oblige themselves to pay, out of the funds under their control, to the Company the sum of one thousand five hundred pounds as their contribution towards the cost of said proposed works; said sums to be paid by instalments from time to time as the works proceed, as the amount of such instalments shall be determined by the certificate of the Company's engineer; and for this purpose the road trustees and water commissioners respectively shall be obliged, within one month after the said Bill has received the Royal Assent, to deposit in a chartered bank in Maryhill or Glasgow, in the names of the road trustees, the water commissioners, and the Company—and to be uplifted in terms of this agreement by the cheques of the Company, on production of their engineer's certificate for the amount of each cheque—the road trustees their said contribution of six thousand five hundred pounds, and the water commissioners their said contribution of one thousand five hundred pounds, making together the

[43 & 44 VICT.] *Caledonian Railway (Additional [Ch. clxxxviii.] Powers) Act, 1880.*

sum of eight thousand pounds. Farther, the water commissioners bind and oblige themselves, at their own expense, to convey to the Company the foresaid piece of ground belonging to them for the construction of the said works. A.D. 1880.

Eighth.—The water commissioners shall have liberty to remove their said existing pipes and valves, and the works for the deviation of the canal shall be as far as possible constructed so that the said mains may be conveniently removed, and that access may be easily obtained to them for the purpose of executing repairs, during the time the works are in progress and until the diverted mains are laid. The Company shall also, during the execution of the works for the deviation of the canal, provide for the proper protection of the existing mains and other works of the water commissioners.

Ninth.—Before the works are proceeded with the drawings shall be submitted to and approved of by the road trustees and the water commissioners; and the works themselves, so far as affecting their respective interests, shall be executed to their reasonable satisfaction.

Tenth.—The Company agree to insert in the said Bill now promoted by them clauses empowering the carrying out of this agreement, the clauses to be adjusted by the solicitors of the respective parties hereto, or to set forth this agreement in a schedule to the said Act now being applied for by them, and to insert in the said Act a clause confirming the said agreement, and enacting that the same shall have full effect, and that the Act and agreement shall be carried into execution in like manner in all respects as if the agreement were set forth in the body of the Act, and were thereby in terms enacted.

Eleventh.—The road trustees shall, as trustees and vested with powers under the General Turnpike Act, communicate to the Company these powers whenever necessary to carry out this agreement.

Twelfth.—Upon the completion of the whole works those portions of the solum of the existing canal, towing-paths, and adjoining lands belonging to the Company, the use of which will be superseded by or not required for the said works, shall remain vested in and be the sole property of the Railway Company, who may retain the same for their own purposes, or may sell, feu, or let the same or otherwise dispose thereof as they may think proper; and such portions of the lands to be purchased or acquired as may not be required for the purposes of the undertaking shall be sold or taken over by the Company, in their option, at a valuation to be made by the arbiter herein-after appointed; and the price to be obtained therefor, as well as any rents that may be obtained therefrom, or any balance that may remain after paying thereout to the Railway Company the cost of the said works in excess of the said eight thousand pounds, shall belong to and be paid over to the road trustees and water commissioners in proportion to the amount of their foresaid respective contributions specified in article seventh hereof.

Thirteenth.—If any dispute or difference shall arise between the parties hereto with respect to the true intent and meaning of these presents, or of the clauses to be prepared as before provided, or of the said Bill when it shall become an Act of Parliament, so far as it relates to the subject matter of this agreement, or as to the execution of any part of the said works, or as regards the implement or carrying into effect of the provisions herein contained, or in any way with respect to or arising out of this agreement, or incidental thereto, such dispute or difference shall be submitted and referred, and the parties hereby submit and refer the same, to the amicable decision, final sentence, and

[Ch. clxxxviii.] *Caledonian Railway (Additional [43 & 44 VICT.] Powers) Act, 1880.*

A.D. 1880. — decree arbitral of George Robertson, civil engineer, Edinburgh, whom failing of William Crouch, civil engineer, Glasgow and London, as sole arbiter, and bind and oblige themselves and their respective successors to abide by and fulfil whatever he shall determine in the premises, in whole or in part, by decree arbitral, whether interim or final, to be pronounced by him.

Fourteenth.—This agreement is made subject to such alterations as Parliament may think fit to make thereon ; but if the Committee on the Bill by which it is proposed that this agreement shall be confirmed shall make any material alteration thereon, it shall be competent for any of the parties to withdraw from the same.

Lastly.—The said parties hereto bind and oblige themselves respectively as aforesaid to implement and perform each to the other their respective parts of the premises, and the award of the said arbiter, under a penalty of five hundred pounds sterling to be paid by the parties or party failing to the parties or party performing or willing to perform attour performance ; and all parties consent to the registration hereof, and of any decree or decrees arbitral, interim or final, that may be pronounced by the said arbiter, for preservation and execution. In witness whereof these presents, written upon this and the three preceding pages of stamped paper by John Butt Maclachlan, clerk to Hill, Davidson, and Hoggan, writers in Glasgow, are executed in duplicate by the parties hereto as follows, videlicet :—They are subscribed by James Buchanan Mirrlees, Lord Dean of Guild of the city of Glasgow, William James Davidson, of Ruchill, and Allan Kirkwood, factor for the Reverend John Erskine Campbell Colquhoun, of Killermont, and for the trustees of the late Sir George Campbell, of Garscube, Baronet, being a quorum of the road trustees duly authorised to subscribe the same, all at Glasgow, upon the nineteenth day of May in the year eighteen hundred and eighty, before these witnesses, William Hamilton Harvie, also clerk to the said Hill, Davidson, and Hoggan, and the said John Butt Maclachlan ; they are subscribed by Edward John Scott, bailie, and James Torrens, councillor, both of the city of Glasgow, two of and acting by the direction and on behalf of the water commissioners, both at Glasgow, upon the said nineteenth day of said month of May and year last above mentioned, before these witnesses, John Bowers, writer in Glasgow, and James Cunningham, clerk in the office of the town clerk, Glasgow ; and they are sealed with the common or corporate seal of the Company, and subscribed by James King and Hugh Brown, two of the directors, and by Archibald Gibson, secretary, all of the Company, for and on behalf of the Company, all at Glasgow, upon the twenty-fourth day of said month of May and year last mentioned, before these witnesses, James Little Maclean and Robert Gibb, both clerks to the Company in their secretary's office in Glasgow.

W. H. HARVIE, Witness.
JOHN B. MACLACHLAN, Witness.
JOHN BOWERS, Witness.
JAS. CUNNINGHAM, Witness.
J. L. MACLEAN, Witness.
ROBERT GIBB, Witness.

Seal of the
Caledonian Railway
Company.

J. B. MIRRLEES, D.G.
WM. JAMES DAVIDSON.
ALLAN KIRKWOOD.
E. J. SCOTT.
JAMES TORRENS.
JAMES KING, Director.
HUGH BROWN, Director.
ARCH. GIBSON, Secy.

SCHEDULE (D.)

A.D. 1880.

AGREEMENT between the Promoters of the Alloa Railway Company, herein-after called "the first party," of the first part, and the Caledonian Railway Company, herein-after called "the second party," of the second part.

WHEREAS the first party have made application to Parliament in the present session for an Act to incorporate a company, under the name of "The Alloa Railway Company," for making a railway from the South Alloa Branch of the Caledonian Railway, crossing the River Forth by a bridge, to the town of Alloa, with all proper stations, sidings, approaches, works, and conveniences connected therewith, herein-after called "the railway," and for other purposes; and whereas since the deposit of the Bill, and in contemplation of the passing of the said Act and the railway being made, the parties hereto have agreed, and hereby agree, and bind and oblige themselves with and to each other, in manner after written; that is to say, namely,

First.—The railway shall, if sanctioned by Parliament, be constructed for a single line of rails, at the expense of the first party, to the reasonable satisfaction of the second party, and so as to be approved by the inspecting officer of the Board of Trade, as soon as conveniently may be after the passing of the said Act.

Second.—The second party shall, subject to the sanction of Parliament, in perpetuity work and manage the traffic upon and maintain the railway, and shall provide the locomotive power, rolling stock, and plant of every kind necessary for effectually working the traffic of the same, but that always on the terms herein-after mentioned.

Third.—The second party shall have the power (save as herein-after mentioned in this article) of selecting, appointing, suspending, and dismissing all officers, agents, book-keepers, booking and other clerks, servants, porters, carters, surfacemen, and others employed on or connected with the railway, or required for keeping in their general offices the accounts connected with the traffic of the same, or employed in superintending or directing, or actually engaged in conducting the said traffic; and the said officers, agents, servants, and others above mentioned shall be paid by the said second party, and shall be exclusively under their control; and the first party shall have the selection, appointment, and control of, and shall pay the secretary or other officers required by them in the management of the capital, financial, and directorial departments of their undertaking.

Fourth.—The second party shall collect and receive all revenues due and payable for and in respect of the whole traffic using or passing over the said railway, or any part thereof, and the working of the same as aforesaid, and shall, subject to payment to the first party as herein-after mentioned, retain the said revenues for their own use and behoof.

Fifth.—In respect of the raising by the first party of the capital, and of their constructing the railway and works as herein-before provided, the second party shall pay to the first party, half yearly, on the first day of March and first day of September in each year, a sum equal to four pounds per centum per annum

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A.D. 1880. — on the cost of the said railway and works, including in the said cost the moneys paid on account of land settlements and expenses connected therewith, and the value of any feu duties, ground annuals, or other permanent annual payments in respect of land, capitalized at twenty-five years purchase thereof, and the whole expenses of and incident to the applying for and obtaining their Act of Parliament, and the first party's expenses of and incident to the application for confirmation of this agreement under article ninth hereof, but the total amount of cost on which the second party shall pay a per-centage as aforesaid shall not exceed the sum of eighty thousand pounds sterling, beginning the first payment as on the first day of March or first day of September immediately succeeding the completion of the railway and works, in terms of article first hereof, for the period between the date of said completion and the said succeeding first day of March or first day of September, and continuing the said payment thereafter. The second party shall also pay the passenger duty and all other rates and taxes, except income tax.

Sixth.—The first party shall, out of the payment accruing to them under article fifth hereof, pay the expenses of directors, and the salaries and expenses of the secretary or other officers required by them in the management of the capital, financial, and directorial departments of their undertaking. They shall also pay all interest upon their debenture and other debt, and all feu duties or ground annuals or other permanent annual payments in respect of land, as also any annual payments to tenants for compensation for land taken.

Seventh.—The local traffic, that is to say, traffic both arising and terminating on the railway, and the fixing of the tolls, rates, and charges to be levied or taken in respect of such traffic, shall be managed and regulated by the second party exclusively. The second party shall also have the exclusive right to fix the tolls, rates, and charges, including terminals, to be levied or taken in respect of the conveyance of all through traffic, that is to say, traffic passing partly over the railway, or any part thereof, and partly over any portion of the Caledonian Railway or other railways.

Eighth.—The second party may, if they see fit, at any time within three years from the completion and opening for traffic of the railway, and upon obtaining the necessary powers from Parliament, to which the first party shall be bound to consent and which they shall take all necessary steps to enable the second party to obtain, acquire the whole undertaking of the first party, on payment of the cost of the railway and works, as the same shall be ascertained for the purposes of article fifth hereof, and that whether the said cost shall or shall not exceed the said sum of eighty thousand pounds. From the said cost there shall for the purposes of this article be deducted the capitalized value at twenty-five years purchase of any feu duties, ground annuals, or other permanent annual payments in respect of land for which the second party shall become liable in acquiring the undertaking of the first party.

Ninth.—The foregoing agreement is made subject to the sanction of Parliament and to such alterations as Parliament may see fit to make thereon, but declaring that if any material alterations are made thereon by Parliament it shall be in the power of either party to withdraw from this agreement. Should it not be found practicable to obtain the sanction of Parliament to the foregoing agreement in

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the present Bill, both parties bind and oblige themselves, in the event of the Bill being obtained, to make application to Parliament in the next or following sessions, if deemed necessary, for the confirmation of the foregoing agreement, and to use their best endeavours to obtain such confirmation. And the parties hereto consent to the registration hereof for preservation and execution.

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In witness whereof these presents, written upon this and the two preceding pages of paper (to be duly stamped) by Thomas Kerr Nicoll, clerk to the said the Caledonian Railway Company, in their solicitor's office in Glasgow, are executed in duplicate by the Right Honourable Walter Henry Erskine, Earl of Mar and Kellie; Alexander Hugh Bruce, Baron Balfour of Burleigh; John Thomson Paton, Esquire, manufacturer in Alloa; Archibald Arrol, Esquire, brewer in Alloa; William Bailey, Esquire, potter in Alloa; and George Younger, Esquire, brewer in Alloa, being the said promoters of the Alloa Railway Company; and by the said the Caledonian Railway Company, as follows, viz.:—They are subscribed by the said Archibald Arrol, at Glasgow, upon the seventh day of March eighteen hundred and seventy-nine, before these witnesses—Benjamin Bruce King and John Strang, both clerks to Archibald Arrol and Company, brewers, Dixon Street, Glasgow; by the said the Right Honourable Walter Henry Erskine, Earl of Mar and Kellie, John Thomson Paton, William Bailey, and George Younger, all at Alloa, upon the eighth day of the said month of March and year last mentioned, before these witnesses—Andrew Allice and James Eadie, both clerks to George Younger and Son, brewers, Alloa; by the said Alexander Hugh Bruce, Baron Balfour of Burleigh, at Kennet House, Alloa, upon the said eighth day of March and year last mentioned, before these witnesses—George Buchanan, butler, and John Rankin, footman, both to the said Alexander Hugh Bruce, Baron Balfour of Burleigh; and by Joseph Cheney Bolton and Hugh Brown, Esquires, two of the directors, and by Archibald Gibson, secretary, all of the said Caledonian Railway Company, for and on behalf of that Company, and sealed with the common or corporate seal of said Company, all at Glasgow, upon the eleventh day of the said month of March and year last mentioned, before these witnesses—Robert Gibb and Francis Shearer, both clerks to the said the Caledonian Railway Company, in their secretary's office in Glasgow, declaring that this testing clause from and after the words "In witness whereof" is written and inserted by Hugh Stewart, also clerk to the said Caledonian Railway Company, in their said solicitor's office in Glasgow.

ANDREW ALLICE, Witness.

JAMES EADIE, Witness.

BEN. B. KING, Witness.

JOHN STRANG, Witness.

GEORGE BUCHANAN, Witness.

JOHN RANKIN, Witness.

ROBT. GIBB, Witness.

FRANCIS SHEARER, Witness.

MAR & KELLIE.

BALFOUR OF BURLEIGH.

ARCHD. ARROL.

J. THOMSON PATON.

WILLIAM BAILEY.

GEO. YOUNGER.

J. C. BOLTON, Director.

HUGH BROWN, Director.

ARCH. GIBSON, Secretary.

Seal of the
Caledonian
Railway
Company.

Seal of the
Alloa
Railway
Company.

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We, the Alloa Railway Company, incorporated by Act of Parliament, do hereby ratify, approve of, confirm, and adopt the foregoing agreement, in the whole heads, articles, and clauses thereof, and we agree and declare that the same is and shall be legally binding on our said Company as now incorporated as aforesaid. In witness whereof these presents, written by Allan Waddell, clerk to McGrigor, Donald, and Company, writers in Glasgow, are executed by us in duplicate as follows, viz.:—They are subscribed by William Bailey and George Younger, two of the directors of, and by Robert Buchanan, writer in Alloa, secretary to us the said Alloa Railway Company, for and on behalf of us the said Company, and the same are sealed with the common seal of us the said Company, all at Alloa, on the fourteenth day of October in the year eighteen hundred and seventy-nine, before these witnesses, John Archibald McLachlan, clerk, and William Robertson, apprentice, both to the said Robert Buchanan.

JOHN A. McLACHLAN, Witness.
WM. ROBERTSON, Witness.

WILLIAM BAILEY.
GEO. YOUNGER.
ROBERT BUCHANAN, Secretary.



MINUTE OF AGREEMENT between the Right Honourable Walter Henry Erskine, Earl of Mar and Kellie; Alexander Hugh Bruce, Baron Balfour of Burleigh; John Thomson Paton, manufacturer in Alloa; Archibald Arrol, brewer in Alloa; William Bailey, potter in Alloa; and George Younger, brewer in Alloa (herein-after called "the promoters"), of the first part, and the Caledonian Railway Company of the second part.

WHEREAS a Bill has been promoted by the first parties (as promoters of the Alloa Railway Company) in the present session of Parliament for an Act to incorporate a company, under the name of "The Alloa Railway Company," for making a railway from the South Alloa Branch of the Caledonian Railway, crossing the River Forth by a bridge, to the town of Alloa, with all proper stations, sidings, approaches, works, and conveniences connected therewith (herein-after called "the railway"), and for other purposes: And whereas in reference to such Bill an agreement was entered into between the parties hereto, of date 7th, 8th, and 11th March 1879: And whereas the said Bill has passed through Committee in both Houses of Parliament, and is now waiting the Royal Assent: And whereas by section 37th of the said Bill it is provided that the company to be formed under the provisions of the same and the Caledonian Railway Company may from time to time enter into agreements with respect, inter alia, to the maintenance and management by the Caledonian Railway Company of the railway, the use or working of the railway, and the payments and allowances to be made, and the conditions to be performed with respect to such maintenance and management and use and working: And whereas the

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parties hereto have agreed, and hereby agree and bind and oblige themselves with and to each other in manner after written: Therefore it is hereby provided and agreed as follows, viz.:

First.—The Royal Assent shall forthwith be taken to the said Bill; and so soon as it is obtained, and the Bill has been passed into an Act, the promoters, being the parties nominated by section 20 as the first directors of the company to be formed under the provisions of the latter, herein-after referred to as “the company,” shall take all necessary steps under the powers of the Act for creating the prescribed capital of £60,000 in six thousand shares of £10 each, of which 2,000 shall be offered to the public, 4,000 being reserved for the subscription of the Caledonian Railway Company in manner herein-after written. The capital of the company shall not be increased beyond £60,000 in shares and £20,000 by borrowing without the consent of the second parties.

Second.—The second parties shall, in the next session of Parliament, apply for powers to subscribe the sum of £40,000 to the company, and, failing their obtaining the sanction of Parliament thereto in that session, shall make a similar application to Parliament in the next or following session until obtained, and shall, as soon as such power is obtained, take up the remaining 4,000 shares in the capital of the company.

Third.—Instead of the payments prescribed by the 5th article of the aforesaid agreement of date 7th, 8th, and 11th March 1879, the second parties shall pay to the company in equal moieties, on the 1st day of March and 1st day of September in each year, a sum equal to £4 10s. per centum per annum on the cost of the said railway and works, in so far as the said cost is paid out of the share capital of the company, and a sum equal to £4 per centum per annum on the said cost in so far as the same may be paid out of moneys borrowed by the company, including in the said cost the moneys paid on account of land settlements and expenses connected therewith, and the value of any feu duties, ground annuals, or other permanent annual payments in respect of land purchased for the railway and works, capitalized at 25 years purchase thereof, and the whole expenses of and incident to the applying for and obtaining the said Act of Parliament, beginning the first payments of the said £4 per centum per annum from the time the money is borrowed, and of the said £4 10s. per centum per annum as on the 1st day of March or 1st day of September immediately succeeding the completion and opening of the railway and works to an extent proportionate to the period between the date of such completion and opening and the said succeeding 1st day of March or 1st day of September, and continuing the said payments in equal parts as aforesaid in perpetuity thereafter; they shall also pay the passenger duty and all other rates and taxes, except income tax, as also the salaries and expenses of the management of the capital, financial, and directorial departments of their undertaking, but not exceeding £50 per annum.

Fourth.—The second parties shall, on application being made to them by the directors of the company, after the Royal Assent has been obtained, and as part of the payments and allowances to be made and the conditions to be performed with respect to the maintenance and management and use and working of the Alloa Railway, free and relieve the promoters of all liability in respect to the

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A.D. 1880. deposit of £2,750 made in respect of the said Bill in terms of the standing orders of Parliament, as also in respect to the sum of £1,500 provided to be paid under an agreement between the first parties and the Commissioners of the Forth Navigation and provost, magistrates, and town council of Stirling, of date 13th, 15th, 17th, and 18th March 1879, as also in respect of all obligations presently binding or which may become binding upon them for guarantee or payment of the costs and expenses of promoting and obtaining the said Act, except in so far and to such extent as such obligations may become binding upon them or any of them as subscribers and along with the other subscribers to the capital of the company; but any moneys paid by the second parties under the provisions of this article shall be held to be a debt of the company to the second parties, and shall be repaid as soon as they are in possession of funds to do so.

Fifth.—So soon as the share capital of £20,000 allotted to the public has been subscribed, and the power to the second parties to subscribe is obtained, the first parties shall, if required by the second parties, immediately proceed with the construction of the railway and works, the second parties being consulted on and their consent being obtained to all steps relative thereto and being parties to the contract or contracts therefor.

Sixth.—Except in so far as varied or modified by this agreement, the aforesaid agreement between the parties hereto of date 7th, 8th, and 11th March 1879 shall remain binding.

Seventh.—Immediately on the passing of the said Act a formal agreement shall be entered into between the company and the Caledonian Railway Company, under the seal of each company, embodying the terms and conditions of this agreement, and of the said agreement of date 7th, 8th, and 11th March 1879, as varied or modified by this agreement, and in case of difference the adjustment of such formal agreement shall be left to the award and arbitration of the Dean of Faculty of the Procurators of Glasgow for the time being. In witness whereof these presents, written on this and the three preceding pages by Enoch Buchanan, clerk to McGrigor, Donald, & Co., writers in Glasgow, are (under the declaration that the word "Act" in the twelfth line of page first is written partly on erasure, and that the word "share" is interlined to be read between the words "the" and "capital" in the twentieth line of page second) executed in duplicate as follows, viz.: They are signed by Thomas Hill and Alexander Crum, two of the directors of the said Caledonian Railway Company, and by Archibald Gibson, secretary to the said Company, and they are sealed with the common seal of said Company, all at Glasgow, on the 29th day of July in the year eighteen hundred and seventy-nine, before these witnesses, James Little Maclean and Francis Shearer, both clerks to the said Caledonian Railway Company, in their secretary's office in Glasgow, and they are signed by the said Right Honourable Walter Henry Erskine, Earl of Mar and Kellie; Alexander Hugh Bruce, Baron Balfour of Burleigh; John Thomson Paton; William Bailey; and George Younger, all at Alloa, on the 31st day of July in the year last mentioned, before these witnesses, Andrew Alice, accountant, Alloa, and Robert Buchanan, writer there; and by the said Archibald Arrol,

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at Glasgow, on the first day of August and year last mentioned, before these witnesses, Benjamin Bruce King and Hugh Smith, both clerks to Archibald Arrol and Sons, brewers in Glasgow. A.D. 1880.

ANDREW ALLICE, Witness.
ROBERT BUCHANAN, Witness.
BEN. B. KING, Witness.
HUGH SMITH, Witness.
J. L. MACLEAN, Witness.
FRANCIS SHEARER, Witness.

MAR & KELLIE.
BALFOUR OF BURLEIGH.
GEO. YOUNGER.
J. THOMSON PATON.
WILLIAM BAILEY.
ARCHD. ARROL.
THO. HILL, Director.
ALEXANDER CRUM, Director.
ARCH. GIBSON, Sec.



We, the Alloa Railway Company, incorporated by Act of Parliament, do hereby ratify, approve of, confirm, and adopt the foregoing agreement in the whole heads, articles, and clauses thereof, and we agree and declare that the same is and shall be legally binding on our said company as now incorporated as aforesaid. In witness whereof these presents, written by James Williamson, clerk to McGrigor, Donald, and Company, writers in Glasgow, are executed by us in duplicate, as follows, viz.: They are subscribed by William Bailey and George Younger, two of the directors of, and by Robert Buchanan, writer in Alloa, secretary to us the said Alloa Railway Company, for and on behalf of us the said company, and the same are sealed with the common seal of us the said company, all at Alloa, on the fourteenth day of October in the year eighteen hundred and seventy-nine, before these witnesses—John Archibald McLachlan, clerk, and William Robertson, apprentice, both to the said Robert Buchanan.

JOHN A. McLACHLAN, Witness.
WM. ROBERTSON, Witness.



WILLIAM BAILEY.
GEO. YOUNGER.
ROBERT BUCHANAN,
Secretary.

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