



## CHAPTER lxxvi.

An Act for extending the time for completing certain works of the Caledonian Railway Company in the counties of Lanark and Stirling; for abandoning certain of their authorised Lines, and sanctioning a Line already constructed, in the county of Lanark; for enabling them to construct a drain in connexion with their Gourock Branch; for authorising Agreements respecting their bridge over the Tay at Perth; for conferring on them additional powers with respect to the Harbour of Grangemouth; for confirming an Agreement made by them with the North British Railway Company; and for other purposes.

A.D. 1886.

[25th June 1886.]

WHEREAS it is expedient to extend the period limited by the Caledonian and Callander and Oban Railways Act 1883 (herein-after called "the Act of 1883") for completing the railway authorised by and called Railway No. 1 in the Caledonian Railway (Additional Powers) Act 1876 (herein-after called "the Additional Powers Act of 1876"), in so far as that railway is not required to be abandoned by the Caledonian Railway (Additional Powers) Act 1878 (herein-after called "the Act of 1878"), and the period limited by the Act of 1883 for completing the railways authorised by and called Railway No. 1 and Railway No. 2 in the Act of 1878, and the period limited by the Caledonian Railway (Lanarkshire Lines) Act 1881 (herein-after called "the Act of 1881") for completing the several railways authorised by that Act, except the railway therein called Railway No. 6, and so much of the railways therein called Railway No. 2 and Railway No. 3 as is not herein-after required to be abandoned, and the period limited by the Caledonian Railway (Grangemouth Harbour) Act 1876 (herein-after called "the Grangemouth Act of 1876") for completing the dredging, deepening and improvement of the navigation of the River Carron authorised by that Act:

46 Vict.

c. xiv.

39 & 40 Vict.

c. lxiv.

41 & 42 Vict.

c. clxxiii.

44 & 45 Vict.

c. cxxxix.

39 & 40 Vict.

c. xlviii.

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And whereas it is expedient to provide for the abandonment of the railway authorised by the Act of 1881 and therein called Railway No. 6, and of the portions herein-after described of the railways authorised by that Act and therein called Railway No. 2 and Railway No. 3; and to sanction as part of the undertaking of the Caledonian Railway Company (herein-after called "the Company") a railway already constructed in substitution for the portion of the said Railway No. 2 so to be abandoned :

47 & 48 Vict.  
c. clxiii.

And whereas it is expedient that the Company should be authorised to make and maintain a drain for carrying off the drainage water from their Gourock Branch authorised by the Caledonian Railway (No. 2) Act 1884 (herein-after called "the Act of 1884") :

And whereas it is expedient to empower the Lord Provost, magistrates and town council of the city of Perth, who are now vested with the powers and functions of commissioners for the navigation of the River Tay, to enter into agreements with the Company with respect to the bridge by which the railway from Dundee to Perth (now forming part of the Company's undertaking) is carried across the said river :

And whereas it is expedient that the Company should be constituted the pilotage authority for the harbour of Grangemouth, which forms part of their undertaking, including the adjacent portions of the Rivers Forth and Carron, and should be authorised to exercise certain other powers in connexion with that harbour :

And whereas it is expedient to confirm an agreement entered into between the Company and the North British Railway Company with respect to certain works at and near Carlisle, Perth, and Montrose, and the traffic thereon :

And whereas a plan and section, showing the line and levels of the drain authorised by this Act, and a book of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the principal sheriff clerk for the county of Renfrew, and are herein-after respectively referred to as the deposited plan, section and book 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, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :—



1. This Act may be cited for all purposes as the Caledonian Railway Act, 1886. A.D. 1886.

Short title.

2. The Lands Clauses Consolidation (Scotland) Act, 1845, the Lands Clauses Consolidation Acts Amendment Act, 1860, and Part II. (relating to extension of time) of the Railways Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act. Incorporation of Acts.

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 herewith, as applied to this Act, the expression "the Company" means the Caledonian Railway Company, and the expression "the special Act" means this Act. Interpretation.

4. Subject to the provisions of this Act the Company may make and maintain, in the line and according to the levels shown on the deposited plan and section, a drain, and all necessary and proper works and conveniences in connexion therewith, for carrying off the drainage water from the railway authorised by and called Railway No. 1 in the Act of 1884, commencing at or near the point where that railway is authorised to be carried under Inverkip Street of Greenock, and terminating in the Firth of Clyde, at the northern side of the West Quay at Greenock, about forty yards northward from the northern corner of the West Harbour of Greenock; and may enter upon, take and use such of the lands, delineated on the said plan and described in the deposited book of reference, as may be required for that purpose. Power to make drain and relative works.

5. If there be any omission, misstatement, or erroneous description of any lands, or of the owners, lessees or occupiers of any lands, shown on the deposited plan, or specified in the deposited book of reference, the Company may, after giving ten days notice to the owners, lessees and occupiers affected by such proposed correction, apply to the sheriff for the correction thereof; and if it appear to the sheriff that such omission, misstatement or erroneous description arose from accident or mistake, he shall certify the same accordingly, and shall in such certificate state the particulars of the omission and in what respect any such matter is misstated or erroneously described, and the decision of the sheriff in such matter shall be final. Omission or misstatement in plan or book of reference may be corrected.

6. The certificate of the sheriff shall be deposited in the office, at Greenock, of the sheriff clerk of the county of Renfrew, and a duplicate thereof shall be deposited with the session clerk of the Certificates to be deposited.

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parish in which the lands are situate in respect to which, or to the owners, lessees or occupiers whereof, the omission, misstatement or erroneous description occurred, and such certificate and duplicate shall be kept by such sheriff clerk and session clerk respectively, along with the other documents to which they relate, and thereupon the deposited plan and book of reference shall be deemed to be corrected in accordance with the certificate; and the Company may purchase, take and use for the purposes of this Act any lands in accordance with such certificate, as if such omission, misstatement or erroneous description had not been made.

Restriction  
on taking  
houses  
occupied by  
labouring  
class.

7. The Company shall not under the powers of this Act, without the consent of the Secretary for Scotland, purchase or acquire in any district within the meaning of the Public Health (Scotland) Act, 1867, ten or more houses which, after the passing of this Act have been, or on the fifteenth day of December last were, occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

For the purposes of this section, the expression "labouring class" includes mechanics, artisans, labourers and others working for wages, hawkers, costermongers, persons not working for wages but working at some trade or handicraft without employing others except members of their own family, and persons other than domestic servants, whose income does not exceed an average of thirty shillings a week, and the families of any such persons who may be residing with them.

Company  
may apply  
to purposes  
of this Act  
funds not  
required for  
other pur-  
poses.

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

Period for  
compulsory  
purchase of  
lands.

9. 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 two years from the passing of this Act.

Power to  
deviate  
from line  
and levels  
delineated  
on plan  
and section.

10. Subject to the provisions of this Act the Company may, in the construction of the drain by this Act authorised, deviate from the line thereof delineated on the deposited plan, to any extent within the limits of deviation shown on that plan, and from the levels thereof as shown on the deposited section to the extent of five feet, and, with the consent of the Board of Trade, to such further extent as may be found necessary or convenient for avoiding, accommodating, preserving or improving the drainage or sewers or other works in or under the streets, roads, lanes, footpaths and places through which the said drain will be made: Provided always



that nothing in this section contained shall authorise the Company to alter permanently the level of any such street, road, lane or footpath within the burgh of Greenock, without the consent of the board of police of Greenock: Provided also that no deviation from the line and levels shown on the deposited plan and section shall be made below high-water mark without the consent of the Board of Trade in writing.

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11. For the protection of the board of police of Greenock (herein-after called the police board), and of the water trust of Greenock (herein-after called the water trust), the following provisions shall have effect, and shall be binding on and be observed by the Company in constructing the drain by this Act authorised (herein-after called "the drain"):

For protection of board of police and water trust of Greenock.

- (1.) In constructing the drain the Company shall have all the powers and be subject to all the obligations conferred and imposed on them by sections 29 (sub-sections C, F, G, H, I, K, and M) and 30 of the Act of 1884, with respect to the railway referred to in those sections, as if the drain had been specially authorised by that Act, and comprehended within the term "Railway No. 1" used in those sections, and as if the streets under which the drain is to be formed had all been named in the said section 30;
- (2.) If any side drains, which are at present connected with the main sewer of the police board, shall be interfered with by the Company, the Company shall re-connect the same with the said main sewer;
- (3.) The Company shall maintain in good order and sufficient condition the whole surface of road, street, or tramway, and any cesspool, culvert, sewer, drain, gas or water mains or pipes or connexions, interfered with or used for the diversion of traffic, during the execution of the works, and for a period of eighteen months after completion of any of the said works respectively; also, in all time coming, the portions of streets above the drain, throughout its entire length, wherever and whenever owing to subsidence, or maintenance of the drain, repairs are required;
- (4.) The Company shall not make in Inverkip Street, opposite the Greenock Hospital or Infirmary, any shaft, vent, or manhole, which requires to be wrought with steam;
- (5.) The Company shall not at any one time, without the consent of the police board, interfere with or occupy, for the purposes of the drain, a greater extent of road or street surface than one hundred and fifty feet, nor for a longer period than one month at any one time;

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(6.) The provisions of section 29 of the Act of 1884 shall apply to the tramways of the police board, as well as to the streets and roads in that section mentioned.

For protection of trustees of the port and harbours of Greenock.

**12.** For the protection of the trustees of the port and harbours of Greenock (herein-after called "the trustees"), the following provisions shall have effect, and be binding on and be observed by the Company:—

- (1.) In constructing the drain the Company shall have all the powers and be subject to all the obligations conferred and imposed on them by sections 29 (sub-sections C, F, G, H, I, K, and M) and 30 of the Act of 1884, with respect to the railway referred to in those sections, as if the drain had been specially authorised by that Act, and comprehended within the term "Railway No. 1" used in those sections, and also as if the trustees had been named in the said section 29 in lieu of the board of police of Greenock, where the drain is to be formed under any quay or street under the management of the trustees, and as if the quay or street under which the drain is to be formed had been named in the said section 30;
- (2.) The Company shall not, without the previous consent in writing of the trustees, make the outfall of the drain into the West Harbour of Greenock;
- (3.) The portion of the drain formed under the West Quay shall be made of such strength and durability as shall be sufficient to allow the passage of any locomotive or railway waggons upon the West Quay;
- (4.) The Company shall be bound to complete the said portion of the drain within a period of two months from the date of their opening up the West Quay;
- (5.) Any silting which may be caused by the drainage from the Company's railway shall be removed by the trustees at the expense of the Company.

Company and police board and water trust may enter into agreements for effecting connexions between the drain and the sewers and West Burn of Greenock.

**13.** Notwithstanding anything in this Act contained, the Company on the one hand, and the police board on the other hand, may from time to time enter into and carry into effect agreements, for effecting and maintaining a connexion or connexions for carrying the water of the drain into any of the sewers belonging to the police board; and the Company on the one hand, and the police board and the water trust on the other hand, may from time to time enter into and carry into effect agreements, for effecting and maintaining a connexion or connexions between the drain and the West Burn of Greenock.

Interference with streets.

**14.** Subject to the provisions of this Act the Company may, for the purpose of constructing the works by this Act authorised,



appropriate and use the subsoil of the public streets, roads, lanes, footpaths and places, shown on the deposited plan and described in the deposited book of reference, and break up, remove, alter or interfere with all drains or sewers, and all water, gas, and other pipes therein or thereunder, subject to the provisions of the Electric Lighting Act, 1882, and of any license or provisional order heretofore granted under that Act; and the Company may, during the construction of the said works, cross, alter, stop up or divert the said public streets, roads, lanes, footpaths and places, or any of them, and make use of any of them so stopped up: Provided always that nothing in this Act shall enable the Company to remove, alter, or in any way interfere with the telegraphs of the Postmaster-General, except in accordance with and subject to the provisions of the Telegraph Act, 1878.

15. And whereas in order to avoid, in the execution and maintenance of any works authorised by this Act, injury to the houses and buildings and quay walls within one hundred feet of the said works, it may be necessary to underpin or otherwise strengthen the same; therefore the Company at their own costs and charges may, and if required by the owners and lessees of any such house or building shall, subject as herein-after provided, underpin or otherwise strengthen the same; and the following provisions shall have effect (that is to say):—

Company empowered or may be required to underpin or otherwise strengthen houses near drain.

- (1.) At least ten days notice shall, unless in case of emergency, be given to the owners, lessees and occupiers, or by the owners and lessees, of the house or building so intended or so required to be underpinned or otherwise strengthened:
- (2.) Each such notice, if given by the Company, shall be left on the premises to be underpinned or strengthened, and if given by the owners and lessees thereof shall be sent to the principal office of the Company:
- (3.) If any owner, lessee or occupier of any such house or building, or the Company, as the case may require, shall, within seven days after the giving of such notice, give a counter notice, in writing, that he or they, as the case may be, disputes the necessity of such underpinning or strengthening, the question of the necessity shall be referred to an engineer to be agreed upon, or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade:
- (4.) Such referee shall forthwith, upon the application of either party, proceed to inspect such house or building, and determine the matter referred to him; and in the event of his deciding that such underpinning or strengthening is necessary he may,



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and, if so required by such owner, lessee or occupier shall, prescribe the mode in which the same shall be executed, and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :

(5.) The cost of the reference shall be in the discretion of the referee :

(6.) The Company shall be liable to compensate the owners, lessees and occupiers of every such house or building, for any inconvenience, loss or damage which may result to them by reason of the exercise of the powers granted by this enactment :

(7.) If, in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company, such underpinning or strengthening shall prove inadequate for the support or protection of the house or building, against further injury arising from the execution or use of the works of the Company, then, and in every such case, unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee, the Company shall make compensation to the owners, lessees and occupiers of such house or building for such injury, provided the claim for compensation in respect thereof be made within six months from the discovery thereof :

(8.) Nothing in this enactment contained, nor any dealing with any property in pursuance of this enactment, shall relieve the Company from the liability to compensation under the Lands Clauses Consolidation (Scotland) Act, 1845, or under any other Act :

(9.) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Consolidation (Scotland) Act, 1845 :

(10.) Nothing in this section shall repeal or affect the application of the ninetieth section of the Lands Clauses Consolidation (Scotland) Act, 1845.

Company  
may acquire  
easements  
only under  
streets or  
roads, and  
may purchase  
cellars &c.

**16.** With respect to any lands which the Company are by this Act authorised to enter upon, take and use for the purposes of the works thereby authorised, and which are in or under any public street, road, lane, footpath or place, shown on the deposited plan and described in the deposited book of reference, the Company shall not be required wholly to take those lands, or any part of the surface thereof, or any cellar, vault or other construction therein or thereunder, held or connected with any house abutting on or near to any such street, road, lane, footpath or place ; but the Company may



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appropriate and use the subsoil and under-surface of any such street, road, lane, footpath or place, and, if need be, they may purchase, take and use, and the owners of and other persons interested in any such cellar, vault, or other construction, shall sell the same for the purposes of the said works; and any such subsoil and under-surface, or any such cellar, vault or other construction, to be appropriated and used or purchased as aforesaid, shall not be deemed part of a house or other building or manufactory, within the meaning of section 90 of the Lands Clauses Consolidation (Scotland) Act, 1845.

**17.** 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, under, through 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 purchase easements.

**18.** If the drain by this Act authorised to be made shall not be completed within three 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 drain, 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 works.

**19.** The powers granted and the period limited by the Act of 1883, for the completion and opening for public traffic of the railway authorised by the Additional Powers Act of 1876 and therein called Railway No. 1, in so far as that railway is not required to be abandoned by the Act of 1878, are hereby continued and extended for three years after the expiration of the said period, that is to say until the twenty-seventh day of June one thousand eight hundred and eighty-nine; and the powers granted and the period limited by the Act of 1883, for the completion and opening for public traffic of the railways authorised by the Act of 1878 and therein called respectively Railway No. 1 and Railway No. 2, are hereby continued and extended for three years after the expiration of the last-mentioned period, that is to say until the twenty-second day of July one thousand eight hundred and eighty-nine; and the powers granted and the period limited by the Act of 1881, for the completion and opening for public traffic of the several railways authorised by that Act, except the railway therein called Railway No. 6, and so much of the railways therein called respectively Railway No. 2 and Railway No. 3 as is not herein-after required to be abandoned, are

Extending time for completing certain railways and other works.



A.D. 1886. hereby continued and extended for three years after the expiration of the last-mentioned period, that is to say until the eighteenth day of July one thousand eight hundred and eighty-nine; and the powers granted and the period limited by the Grangemouth Act of 1876, for the completion of the dredging deepening and improvement of the navigation of the River Carron authorised by that Act, are hereby continued and extended for five years after the expiration of the last-mentioned period, that is to say until the twenty-seventh day of June one thousand eight hundred and ninety-one; and the said respective powers may be exercised by the Company at any time previously to the said respective days; and sections 38, 39 and 40 of the Additional Powers Act of 1876, section 22 of the Grangemouth Act of 1876, sections 40, 41 and 42 of the Act of 1878, section 4 of the Caledonian Railway Act 1879, sections 38, 39 and 40 of the Act of 1881, and section 27 of the Act of 1883, so far as the same relate to the railways and works referred to in this section, shall be read and construed as if the respective periods referred to in those sections for the completion and opening for public traffic of the said railways and works respectively did not expire until the expiration of the extended periods hereby granted in the case of those respective railways and works.

Company to  
abandon  
certain  
railways.

**20.** The Company shall abandon the construction of the railway authorised by the Act of 1881 and therein called Railway No. 6, and of so much of the railway authorised by that Act and therein called Railway No. 2 as would have been situate between its authorised points of junction with the railways therein called respectively Railway No. 1 and Railway No. 4, and of so much of the railway authorised by that Act and therein called Railway No. 3 as would have been situate between a point distant about one mile three furlongs and one hundred and fifty yards from the authorised commencement of that railway and the authorised termination thereof, and of the subsidiary works connected with the said Railway No. 6, and with the portions above described of the said Railways No. 2 and No. 3.

Compensa-  
tion for  
damage to  
land by  
entry, &c.,  
for purposes  
of railways  
abandoned.

**21.** The abandonment by the Company, under the authority of this Act, of any portion of any 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 the Act of 1881.

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**22.** 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 portions of railways 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 amount and application of compensation paid for lands taken under the provisions thereof.

Compensation to be made in respect of railways abandoned.

**23.** The railway constructed by the Company, in substitution for the portion of Railway No. 2 authorised by the Act of 1881 and herein-before required to be abandoned, which railway so constructed is situate in the parish of New Monkland and county of Lanark, and commences by a junction with the railway authorised by the said Act and therein called Railway No. 1, at a point about two miles and two furlongs from the authorised commencement of the said Railway No. 1, and terminates by a junction with the railway authorised by that Act and therein called Railway No. 4 at a point about one furlong and one hundred and thirty yards from the authorised commencement of the said Railway No. 4, shall for all purposes be held to be a part of the undertaking of the Company; and the Company shall in respect thereof and of the traffic thereon be entitled to all the powers, including the power of levying tolls rates and charges, conferred on them by the Act of 1881 in respect of the railways authorised by that Act and the traffic thereon; and the application of the funds which the Company have expended and may hereafter expend for the purposes of the railway so constructed is hereby sanctioned.

Sanctioning railway already constructed as part of the Company's undertaking

**24.** Notwithstanding the provisions of sections 5 and 8 of the Dundee and Perth Railway (Alteration and Extension) Act, 1847, reserved in force by the Dundee and Perth and Aberdeen Railway Junction (Consolidation) Act, 1855, the Company and the Lord Provost magistrates and town council of the city of Perth may enter into and carry into effect agreements with respect to the

Company and town council of Perth may enter into agreements with respect to bridge



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across Tay  
at Perth.

opening and closing of the arch of the bridge across the River Tay, referred to in the said sections, and also with respect to the reconstruction, maintenance and use of the said bridge, and of the foot-path belonging to the Company formed along the north side thereof; and any such agreement, if approved by the Board of Trade, shall be as effectual for all purposes as if the said sections had been amended in manner provided by such agreement.

Company to  
be pilotage  
authority  
for harbour  
of Grange-  
mouth.

**25.** The Company shall be the pilotage authority for the harbour of Grangemouth, including the adjacent portions of the Rivers Forth and Carron, and the docks, basins, cuts and other works of the Company connected therewith (all which are comprehended under the expression "the harbour" as herein-after used), within the limits set forth in the Schedule (A.) to this Act (herein-after called "the pilotage limits"); and the following provisions shall have effect with reference to the Company as such pilotage authority: Provided always that nothing in this Act, or in any byelaws made or which may be made by the Company, shall render it compulsory on any shipmaster or other person to employ a pilot within the said limits.

Company  
may grant  
licenses to  
pilots.

**26.** The Company may examine and inquire into the skill, ability and experience of any person, who shall offer himself to be admitted as a pilot for the harbour and within the pilotage limits, in such manner as to them shall seem proper; and if upon such inquiry the person so offering himself as a pilot shall be approved of by the Company, the Company may grant a license or warrant, certifying that such person is duly qualified to act as pilot to conduct vessels within the pilotage limits, which license or warrant shall be subscribed by the secretary and general manager of the Company, and thenceforth such person shall be deemed qualified to exercise the occupation of pilot for the harbour and within the pilotage limits: Provided always that nothing herein contained shall be deemed to exempt the harbour from the provisions of any general Act relating to pilots now in force or which may hereafter pass during the present or any future session of Parliament.

Sum to be  
paid for  
license.

**27.** Every person, who shall upon his first admission as a pilot receive such license or warrant, shall for his first license or warrant pay to the Company the sum of two shillings and sixpence, and for every subsequent license or warrant the sum of one shilling and sixpence, and shall be subject to the several provisions of this Act, and to such orders, rules and byelaws as shall be made in pursuance hereof; and every such license or warrant shall continue in force during the period stated therein or until recalled by the Company as herein-after mentioned.

Pilot's license  
to be with-  
drawn in

**28.** In case any pilot who shall receive such license or warrant shall refuse to take the charge or conduct of any vessel, upon



a proper signal being made, or a gun fired by any vessel inward bound, or upon the application of the master, commander, owner, agent or consignee of any vessel outward bound, or of the harbour master of the harbour or his assistant, or shall refuse to assist any vessel in distress, or in case it shall appear to the Company that such pilot has improperly conducted himself in the conduct of any vessel, or in the execution of any part of his duty as a pilot, or if any such pilot shall refuse to obey such order as the Company may make, or shall in anywise offend against the provisions of this Act, the Company may, upon examination and proof thereof, suspend the license or warrant granted to such pilot for such time as they shall deem proper, or recal such license or warrant, and declare the same to be thenceforth utterly void.

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case of misconduct.

**29.** All pilots licensed by the Company may take rates of pilotage not exceeding the rates specified in the Schedule (B.) to this Act.

Rates of pilotage.

**30.** The Company may, when and so often and for such periods of time as they may see proper, reduce all or any of the rates of pilotage, and again advance or increase the same, according to what may appear to them to be for the interests of the trade and shipping of the harbour: Provided always that any such advance or increase shall not cause the said rates at any time to exceed those specified in the said Schedule (B.).

Power to alter rates of pilotage.

**31.** The Company shall not be liable or responsible for any accident loss or damage which may arise to any vessel, or to the cargo, or to the persons on board thereof, or to their property, in consequence of the employment of any pilot licensed by the Company, but the pilot so employed shall be answerable for any wilful or culpable neglect or mismanagement.

Responsibility of Company and pilots.

**32.** For the purposes of this Act the Company shall be deemed a pilotage authority within the meaning of the Merchant Shipping Acts 1854 to 1882; and all the powers by those Acts conferred on pilotage authorities shall be vested in the Company as the pilotage authority for the harbour.

Application of certain provisions of Merchant Shipping Acts.

**33.** Provided always that the provisions of this Act with respect to pilotage shall only apply to vessels passing up or down the River or Firth of Forth to or from the harbour.

Limitation of pilotage authority.

**34.** The Company may undertake the trimming or stowing of coals in vessels in the harbour, and for that purpose may provide and maintain a sufficient staff of men, and may make reasonable charges therefor, and may make byelaws and regulations with reference thereto.

Trimming and stowing of coals.

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Wasting of  
vessels.

Byelaws for  
harbour.

**35.** The Company shall have and may exercise exclusive control over the supplying of ballast to and removal of ballast from vessels at the harbour, and shall from time to time appoint suitable persons for supplying and removing the same, at such reasonable rates of charge as the Company may from time to time determine, having regard to the cost of labour and other expenses connected therewith for the time being, and may make regulations or byelaws with reference thereto.

**36.** In addition to the powers of making byelaws, contained in the Harbours Docks and Piers Clauses Act 1847, the Company may, subject to the provisions of that Act, from time to time make, alter and repeal such byelaws as they shall think fit for all or any of the following purposes (that is to say):—

- (1.) For preventing and removing obstructions or impediments in or on any part of the harbour.
- (2.) For berthing or removing vessels lying in any part of the harbour.
- (3.) For regulating the conduct and behaviour of stevedores, lumpers, porters, carters and others resorting to the harbour.
- (4.) For regulating the laying down or storing of goods at or on the piers or quays or in the sheds of the harbour.
- (5.) For regulating the conveyance, landing, laying down, discharge or removal of timber, logs, floats or rafts of timber, and all other goods within the harbour.
- (6.) For regulating the shipment of coal traffic in the harbour.
- (7.) For regulating the emission of smoke or steam from steam vessels and locomotives in the harbour.

And the Company may by such byelaws impose such reasonable penalties as they shall think fit, not exceeding five pounds for each breach thereof: Provided always that such byelaws shall not come into operation unless and until the same be confirmed by the sheriff depute of Stirling, Dumbarton and Clackmannan; but it shall not be necessary that any byelaws relating to the harbour be confirmed by any other authority, anything in the Grangemouth Act of 1876, or in this or any other Act relating to the harbour or to the Company, to the contrary notwithstanding.

Application  
of penalties.

**37.** All penalties imposed by any such byelaw shall, when levied, be paid to the Company, and shall be applied by them towards maintaining, dredging, cleansing and managing the harbour, and defraying the other necessary expenses of the harbour chargeable to revenue.

Reserving  
operation of  
Merchant  
Shipping  
and general

**38.** Nothing in this Act contained shall exempt the harbour or the Company from the provisions of the Merchant Shipping Act 1854, or any general Acts relating to harbours or docks, or dues on



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shipping or on goods carried in ships, now in force, or which shall be passed during the present or any future session of Parliament.

harbour  
Acts.

**39.** The agreement dated the third and eleventh days of July one thousand eight hundred and eighty-four, entered into between the Company and the North British Railway Company, as set forth in the Schedule (C.) to this Act annexed, is hereby sanctioned and confirmed, and shall be obligatory upon the said companies respectively.

Confirming  
agreement  
with North  
British  
Railway  
Company.

**40.** Nothing contained in this Act, or to be done under the authority thereof shall in any manner affect the title to any of the subjects, or any rights, powers or authorities mentioned in or reserved by sections 21 and 22 of the Crown Lands Act, 1866, and belonging to or exerciseable on behalf of Her Majesty, Her heirs or successors.

Saving  
rights of  
Crown under  
Crown Lands  
Act, 1866.

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

Saving  
rights of the  
Crown in  
the fore-  
shore.

**42.** The Company shall not construct on the shore of the sea, or of any creek, bay, arm of the sea, or navigable river communicating therewith, where and so far up the same as the tide flows and re-flows, any work without the previous consent of the Board of Trade, to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade, and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of, such approval being signified as last aforesaid; and when any such work may have been constructed, the Company shall not at any time alter or extend the same without obtaining, previously to making any such alteration or extension, the like consents or approvals. If any such work be commenced or completed contrary to the provisions of this Act, the Board of Trade may abate and remove the same and restore the site thereof to its former condition, at the cost and charge of the Company, and the amount of such costs and charges shall be a debt due from the Company to the Crown, and shall be recoverable accordingly, with costs.

Company,  
not to con-  
struct works  
affecting  
tidal lands  
without  
consent of  
Board of  
Trade.

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Survey of  
works by  
Board of  
Trade.

**43.** If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Company on, in, over, through, or across tidal lands or tidal water, or of the intended site of any such work, the Company shall defray the expense of the survey and examination, and the amount thereof shall be a debt due from the Company to the Crown, and be recoverable accordingly with costs, or the same may be recovered with costs as a penalty is recoverable from the Company.

Abatement  
of work  
abandoned  
or decayed.

**44.** If a work constructed by the Company, on, in, over, through, or across tidal lands or a tidal water, is abandoned or suffered to fall into decay, the Board of Trade may abate and remove the work or any part of it, and restore the site thereof to its former condition, at the expense of the Company, and the amount of such expense shall be a debt due from the Company to the Crown, and be recoverable accordingly, with costs, or the same may be recovered, with costs, as a penalty is recoverable from the Company.

Provision as  
to general  
railway  
Acts.

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

Costs of Act.

**46.** 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.



## SCHEDULES to the preceding Act.

A.D. 1886.

### SCHEDULE (A.)

#### PILOTAGE LIMITS OF THE HARBOUR OF GRANGEMOUTH.

The harbour of Grangemouth and the pilotage limits for which the Caledonian Railway Company are constituted the pilotage authority by the preceding Act, shall include all the docks, basins, locks, cuts, entrances, quays and other works belonging to and authorised to be constructed by that Company at Grangemouth, together with the portion of the River Carron specified in the Caledonian Railway (Grangemouth Harbour) Act 1876 and the banks thereof, and the portion of the River Forth opposite the junction of the River Carron therewith, and extending for a distance of half a mile westward and two miles eastward from such junction.

### SCHEDULE (B.)

#### PILOTAGE RATES.

The rates of pilotage for every vessel piloted into or out of the harbour of Grangemouth shall be as follows:—

				Per foot of the draught of water of the vessel at the time of entering or leaving the harbour.	
				s.	d.
For all vessels under 100 tons register	-	-	-	1	0
„ of 100 tons and under 200 tons register	-	-	-	1	3
„ of 200 „ „ 300 „	-	-	-	1	6
„ of 300 „ and upwards	-	-	-	2	0

### SCHEDULE (C.)

THIS AGREEMENT entered into between the CALEDONIAN RAILWAY COMPANY, herein-after called the first party, and the NORTH BRITISH RAILWAY COMPANY, herein-after called the second party.

WITNESSETH, that whereas the first and second parties railways communicate with each other in the vicinity of Carlisle, that the sidings of the second party communicate with the first party's railway near Perth, and that under the North British Arbroath and Montrose Railway Act, 1872, powers were acquired by the North British Arbroath and Montrose Railway Company (whose undertaking and statutory powers were amalgamated with and vested, in the second party by the North British Railway (Amalgamation, &c.) Act 1880) to execute certain works in connexion with the first party's Montrose branch, and that it has been agreed, for the mutual advantage of the parties, to enter into this agreement, to alter or vary certain of the rights and privileges of each other: Therefore,

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## FIRST, AS REGARDS CARLISLE:

Whereas by agreement dated twenty-sixth April, one thousand eight hundred and sixty, entered into between the Port-Carlisle Dock and Railway Company of the first part, the Caledonian Railway Company of the second part, and the North British Railway Company of the third part, inter alia certain arrangements were made in regard to the junction lines of the said companies near the Eden Vale Varnish Works sidings, as the same are shown on a plan signed with reference thereto :

And whereas the second party hereto now represent the said Port-Carlisle Dock and Railway Company :

And whereas the sidings referred to in said agreement were executed, and the works completed, as referred to therein ; but it has now been agreed to alter the sidings as follows :

First.—The siding leading from the manure works and joining the North British Railway opposite the signal box at the point B, as shown on the plan number one signed with reference to this agreement, shall be taken out and altered from the point A, as shown in red, to join the siding leading to the Caledonian Railway at the point C on said plan.

Second.—The Caledonian siding which crosses the North British main line of railway leading from the point C to the points D and E shall be removed, and the two Caledonian sidings situated on the north side of the Port-Carlisle Railway shall be joined to the North British Company's railway at the point F, as shown in red on said plan number one signed with reference to this agreement. The said sidings belonging to the Caledonian Company on the north side of Port-Carlisle Railway, which will be shortened by the said operations, shall be lengthened westwards as much as they are shortened, as the said lengthening is shown in red and marked "siding extension" on the said plan.

Third.—A new cross-over road, to enable the sidings to be worked, shall be put in on the Caledonian Port-Carlisle Branch, as marked G H on the said plan number one signed with reference to this agreement.

Fourth.—The whole of the said works mentioned in articles first, second, and third of this agreement, and the whole signalling thereof, shall be executed by and at the expense of the second party.

Fifth.—It is further agreed that each Company shall have power to use the other Company's line, free of charge, so far as is necessary for the purpose of communicating with the said sidings,—that is to say, the first party shall communicate with the sidings to the west of the junction by passing along the North British Railway, and the second party shall communicate with the manure works siding by passing along the Caledonian Railway and siding.

## SECOND, AS REGARDS PERTH :

Sixth.—Whereas by the Edinburgh Perth and Dundee Railway Act, 1861 the Edinburgh Perth and Dundee Railway Company, which is now represented by the second party, were authorised to put in a siding and connexion with the Scottish Central Railway, now vested in the first party, marked A and B on a plan referred to in section twenty of said Act, and on plan numbered two signed as relative hereto, and which siding and connexion were put in accordingly, but have never been fully used by the second party, who



have adopted and use another railway access to their goods lines and station; A.D. 1886  
It is hereby agreed that the first party shall have power to remove the said siding and connexion between the points marked A H and coloured red on the said plan number two signed as relative hereto; and the second party do hereby give up and renounce all their rights under section twenty of the said Edinburgh Perth and Dundee Railway Act, 1861, in connexion with the disused portion of railway between the points A and H on the plan.

## THIRD, AS REGARDS THE ARBROATH AND MONTROSE RAILWAY

Seventh.—Whereas by the North British Arbroath and Montrose Railway Act, 1872, power was acquired to make three railways:—Railway Number 2 of which Act was to cross over the Caledonian Railway Montrose Branch to join the Montrose and Bervie Railway, and Railway Number 3 to join the said Montrose Branch of the Caledonian Railway; It is hereby agreed that the construction of the said Railway Number 2 shall be abandoned, and that the second party shall have power to communicate with the Montrose and Bervie Railway, also now belonging to the second party, by passing over the short distance of the said Caledonian Railway Montrose Branch which intervenes between the point where Railway Number 3 joins the said Caledonian Railway Montrose Branch and the commencement of the Montrose and Bervie Line, the second party being at the expense of the junctions, signals, and other works, and paying the maintenance and working thereof to the first party in the usual way, together with a toll of one mile for all traffic passing between the Montrose and Bervie Railway and the Arbroath and Montrose Railway, said toll being subject to deduction of twenty-five per cent. thereof for working expenses.

Lastly.—This agreement shall, if desired by either party, be confirmed by Parliament, or be given effect to by clauses in a Bill of either the first or second parties.

In witness whereof these presents, written on this and the two preceding pages of stamped paper by Angus MacMillan, clerk to the first party in their solicitor's office in Glasgow, (under the declaration that the word "the" occurring on the thirty-ninth line, and the word "the" occurring on the forty-fifth line, both of page first, are delete before subscription) are, along with annexed relative plans marked or docquetted respectively Number 1 and Number 2, executed in duplicate as follows, viz.:—They are signed by George Robertson, and Henry John Trotter, Esquires, two of the directors, and by George Bradley Wieland, secretary, all of the said North British Railway Company, for and on behalf of that company, and sealed with the common seal of said company, all at Edinburgh on the third day of July, one thousand eight hundred and eighty-four, before these witnesses, John Martin and Robert Paton, both clerks to the said North British Railway Company in their head office in Edinburgh; and they are also signed by James Clark Buntin and John Cowan, 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 seal of said last-mentioned Company, all at Glasgow, on the eleventh day of the last-mentioned month and year, before these witnesses, Robert Gibb and John Johnstone Haining both clerks

[Ch. lxxvi.]

*Caledonian Railway Act, 1886.*

[49 & 50 Vict.]

A.D. 1886.  
—

to the said Caledonian Railway Company in their secretary's office in  
Glasgow.



GEO. ROBERTSON, Director.

H. J. TROTTER.

G. B. WIELAND, Secy., N. B. Ry. Coy.

JN. MARTIN, Witness.

ROBT PATON, Witness.



JAMES C. BUNTEN, Director.

JOHN COWAN, Dr.

ARCH. GIBSON, Sec., Caled. Ry. Co.

ROBERT GIBB, Witness.

JOHN J HAINING, Witness.

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LONDON: Printed by EYRE and SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1886.