



## CHAPTER cliv.

An Act for enabling the Caledonian Railway Company to widen and extend the lines leading into their Central Station in Glasgow, to make a Branch Railway to Midcalder, to open their Kinbuck Tunnel, to acquire lands there and at Aberdeen, and to raise additional money; for extending the time for completing a Railway in the parish of Rutherglen; for making further provision regarding their lands at Blythswoodholm; for making certain alterations on their Officers and Servants Provident Fund; for carrying out certain arrangements between them and the Montrose Harbour Trustees; and for other purposes.

A.D. 1887.

[8th August 1887.]

WHEREAS it is expedient that the Caledonian Railway Company (herein-after called "the Company") should be empowered to widen and extend certain of the lines of railway leading into their station in Glasgow, called the Central or Gordon Street Station, which were authorised by the Caledonian Railway (Gordon Street, Glasgow, Station) Act, 1873 (herein-after called "the Act of 1873"), and by the Caledonian Railway (Gordon Street Station Connecting Lines) Act, 1875 (herein-after called "the Act of 1875"):

36 & 37 Vict.  
c. clxxxviii.38 & 39 Vict.  
c. cxxxiii.

And whereas it is expedient that the Company should be empowered to make and maintain a branch railway to the village of Midcalder; to substitute open cutting for their Kinbuck Tunnel; and to acquire lands above and adjoining that tunnel, and at Aberdeen:

And whereas it is expedient to empower the Company to raise additional money for the purposes aforesaid, and for paying off the proportion of the mortgages of the Portpatrick Railway Company, and of the Wigtonshire Railway Company, for which the Company are liable under the provisions of the Portpatrick and Wigtonshire Railways (Sale and Transfer) Act, 1885; and to levy tolls, rates,

48 & 49 Vict.  
c. clxxxiv.

A.D. 1887. — and charges for and in connexion with the several works by this Act authorised :

45 Vict.  
c. liii.

And whereas it is expedient to extend the time limited by the Caledonian Railway (Further Powers) Act, 1882 (herein-after called "the Act of 1882"), for completing and opening for public traffic the railway authorised by that Act, and therein called Railway No. 4, which connects the Company's Clydesdale Junction Line with their Dalmarnock Branch :

47 & 48 Vict.  
c. clxiii.

And whereas, by section fifty-four of the Caledonian Railway (No. 2) Act, 1884 (herein-after called "the Act of 1884"), the time for selling superfluous lands of the Company in the parishes enumerated in the Schedule (B.) to that Act annexed was extended for ten years from the passing of that Act, but their lands at Blythswoodholm in the city of Glasgow, though situate in one of those parishes, were not specially named in that section, although specially named in section forty-four of the Caledonian Railway (Additional Powers) Act, 1878 (herein-after called "the Act of 1878"), and it is expedient to declare that section fifty-four of the Act of 1884 applies to those lands, as if they had been specially mentioned therein :

41 & 42 Vict.  
c. clxxiii.

And whereas it is expedient to alter in certain respects the existing arrangements regarding the provident fund, established under the provisions of the Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866 (herein-after called "the Act of 1866"), for the benefit of the Company's officers and servants, and the widows and children of such officers and servants :

29 & 30 Vict.  
c. ccexlii.

And whereas it is expedient to make provision for carrying out, so far as not already done, certain arrangements made on behalf of the Company with the Trustees of the Harbour of Montrose :

And whereas plans and sections, showing the lines and levels of the several railways authorised by this Act, and plans showing the lands which may be taken for the several purposes of this Act, and books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the said lands, were duly deposited with the principal sheriff clerks for the counties of Lanark, Midlothian, Perth, and Aberdeen, 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, and

Commons, in this present Parliament assembled, and by the authority of the same, as follows :— A.D. 1887.

1. This Act may be cited for all purposes as the *Caledonian Railway Act, 1887.* Short title.

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 non-payment 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, and the giving of notices; 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, as amended by the Railway Companies (Scotland) Act, 1867, 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, so incorporated with this Act, 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. Incorporation of Lands, Railways, and Companies Clauses 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 this Act, and the Acts wholly or partially incorporated herewith as applied to this Act, the expression "the Company" means the Caledonian Railway Company; the expression "the special Act" means this Act; and the expression "the railway" means and includes the railways and other works by this Act authorised, or any part thereof. Interpretation.

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 herein-after described, and Power to make railways and take lands

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—  
for purposes  
thereof.

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 herein-before referred to and authorised by this Act are:—

- (1.) A railway (in this Act called "Railway No. 1"), four furlongs and seventy-two yards or thereabouts in length, (being a widening upon the site and on the eastern side of the railway constructed under the powers of the Act of 1873, and therein called Railway No. 1, and of the deviation of that railway, constructed under the powers of the Act of 1875, and therein called Line No. 1); which Railway No. 1 by this Act authorised will commence at a point on the railway called Railway No. 1 in the Act of 1873, near to and on the north side of the bridge by which that railway is carried under Victoria Street and Salkeld Street, and will terminate at a point on the railway called Line No. 1 in the Act of 1875, near to and on the south side of the River Clyde:
- (2.) A railway (in this Act called "Railway No. 2"), one furlong and one hundred and thirty yards or thereabouts in length, (being a widening upon the site and on both sides of the railway called Line No. 1 in the Act of 1875, and of the railway called Railway No. 1 in the Act of 1873), commencing at a point on the said Line No. 1, near to and on the north side of the bridge by which that line is carried over the street called Broomielaw, and terminating near the centre of the station constructed under the powers of the Act of 1873, and known as the Gordon Street or Glasgow Central Station, at a point about one hundred and fifteen yards northward from the north side of Argyle Street:
- (3.) A railway (in this Act called "Railway No. 3"), one hundred and twelve yards or thereabouts in length, (being an extension of the railway constructed under the powers of the Act of 1873, and therein called Railway No. 2), commencing at a point on the said railway called Railway No. 2 in that Act, about fifty-five yards southward from the centre of the bridge by which the railway called in that Act Railway No. 1 is carried under the railway of the City of Glasgow Union Railway Company, and terminating at a point on Railway No. 1 by this Act authorised, about sixty yards northward from the centre of the said bridge:
- (4.) A railway (in this Act called "Railway No. 4"), two miles and eighty-three yards or thereabouts in length, commencing

by a junction with the main line of the Caledonian Railway leading from Carlisle to Edinburgh, at a point about four hundred yards eastward from the level crossing by that railway of the public road on the west side of the station on the said railway, called Midcalder or Kirknewton Station, and terminating on the eastern side of the village of Midcalder, at a point about four hundred yards north-westward from the Mansion House of Calder Hall.

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5. The Company may substitute open cutting for the tunnel, known as the Kinbuck or Mill-of-Ash Tunnel, in the parish of Dunblane, and county of Perth, through which that part of their undertaking, formerly called the main line of the Scottish Central Railway, is carried; and for that purpose and in connexion therewith they may, subject to the provisions of this Act, enter upon, take and use the lands above and adjoining to the said tunnel, which are delineated on the deposited plans and described in the deposited books of reference, or such part thereof as they may find necessary; and may exercise all or some of the powers contained in the clauses and provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, with respect to the temporary occupation of lands near the railway during the construction thereof; the expression "the centre of the railway as delineated on the plans," used in those clauses and provisions as applied to this Act, meaning the centre of the railway where passing through the said lands; and the expression "the period by the special Act limited for the completion of the railway," used in those clauses and provisions as applied to this Act, meaning the period limited by this Act for substituting open cutting for the said tunnel.

Power to substitute open cutting for Kinbuck Tunnel, and to take lands in connexion therewith.

6. Subject to the provisions of this Act, and of the minute of agreement set forth in Schedule (A.) to this Act, the Company may enter upon, take and use the lands in the city of Aberdeen, on the eastern side of the Company's railway, formerly known as the Scottish North-eastern Railway, which are delineated on the deposited plans and described in the deposited books of reference, and specified in the said minute of agreement as to be sold and conveyed to the Company.

Power to take lands at Aberdeen.

7. The Company may, subject to the provisions of Part II. of the Companies Clauses Act, 1863, as amended by the Railway Companies (Scotland) Act, 1867, raise any additional capital not exceeding in nominal amount two hundred and eighty-seven thousand five hundred pounds, by the issue 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

Power to raise additional capital.

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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 ;

**8.** 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 capital of Company.

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

Dividends on new shares or stock.

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

Votes in respect of new shares or stock.

**11.** 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 new shares or stock to which a preferential dividend shall be assigned.

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

**12.** 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. A.D. 1887.

**13.** The Company may, in respect of the additional capital of two hundred and eighty-seven thousand five hundred pounds which they are by this Act authorised to raise, from time to time borrow, on mortgage of their undertaking, any sums not exceeding in the whole ninety-five thousand eight hundred and thirty-three pounds; but no part thereof shall be borrowed until shares, or stock, or shares and stock, for the whole of the said additional capital are issued and accepted, and one half of such capital is paid up, and the Company have proved to the sheriff, who is to certify under the forty-second section of the Companies Clauses Consolidation (Scotland) Act, 1845, before he so certifies, that shares, or stock, or shares and stock, for the whole of such capital have been issued and accepted, and that one half of such capital has been paid up, and that not less than one-fifth part of the amount of each separate share, in such portion of the said capital as is to be raised by means of shares, has been paid on account thereof, before or at the time of the issue or acceptance thereof, and that such shares, or stock, or shares and stock, as the case may be, were issued and accepted and such one half of the said capital was paid up bonâ fide, and that such shares, or stock, or shares and stock, as the case may be, are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assignees, and also, in so far as the said additional 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.

Power to borrow for purposes of this Act.

**14.** The Company may also from time to time borrow, on mortgage of their undertaking, any sums not exceeding in the whole forty-seven thousand pounds, for the purpose of paying off and discharging the proportion of the mortgages of the Portpatrick Railway Company and of the Wigtownshire Railway Company, for which the Company are liable under the provisions of the Portpatrick and Wigtownshire Railways (Sale and Transfer) Act, 1885, or of replacing moneys already applied by the Company to that purpose: Provided always, that all sums borrowed under the powers conferred by this section shall be applied to those purposes only.

Power to borrow for paying off Company's share of mortgages of Portpatrick and Wigtownshire Railway Companies.

**15.** The mortgagees of the Company under this or any previous Act may enforce payment of arrears of interest, or principal, or

Arrears may be enforced by the

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 appointment  
 of a judicial  
 factor.

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 be not less than ten thousand pounds in the whole.

Power to  
 create  
 debenture  
 stock.

**16.** 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.

Existing  
 mortgages  
 to have  
 priority.

**17.** All mortgages, 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 subject to the provisions of the Acts under which such mortgages 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.

Application  
 of moneys.

**18.** All moneys raised under this Act, whether by shares, or stock, or debenture stock, or borrowing, shall be applied only to those purposes of this Act to which capital is properly applicable.

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

**19.** The Company may apply, towards the purposes authorised by this Act, or any of them, 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.

Lands for  
 extra-  
 ordinary  
 purposes.

**20.** 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, in connexion with the railways authorised by this Act, shall not exceed three 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.

Period for  
 compulsory  
 purchase of  
 lands.

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

Power to  
 widen and  
 alter certain  
 bridges.

**22.** The Company may, for the purposes of Railway No. 1 and Railway No. 2 by this Act authorised, widen the bridges by which



the railway, called in the Act of 1875 Line No. 1, is carried over Cook Street, Wallace Street, Nelson Street, and King Street, and by which the railway called in the Act of 1873 Railway No. 1 is carried over Argyle Street, and alter the bridge by which the last-mentioned railway is carried under the City of Glasgow Union Railway.

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**23.** The widenings by this Act authorised of the aforesaid bridges over Cook Street, Wallace Street, Nelson Street, King Street, and Argyle Street, shall be of one span from the building line on the one side to the building line on the other side of each of those streets, and shall have a clear headway throughout of not less than sixteen feet in the case of Cook Street and Wallace Street, and eighteen feet in the case of Nelson Street, King Street, and Argyle Street, measuring in each case from the centre line of the carriageway. The said widenings shall not be of greater width than thirty feet in the case of Cook Street, fifty feet in the case of Wallace Street, Nelson Street, and King Street, nor in the case of Argyle Street of a greater width than seventy feet on the west side and forty feet on the east side, measured along the north building line of that street, and seventy-seven feet in the whole, measured along the south building line thereof: Provided always that, with the previous consent in writing of the Lord Provost, magistrates and council of the city of Glasgow (in this Act called the corporation of Glasgow), the said widening on the west side in the case of Argyle Street may be of any width not greater than eighty feet.

Dimensions of widenings of bridges :

**24.** The Company shall make and maintain the said widenings of bridges water-tight, and so as to prevent, as far as possible, noise from the passing of trains over the same; and the design and structure thereof shall be such as shall be agreed upon by the engineer of the Company and the architect of the city of Glasgow (herein-after called "the city architect"): Provided always that the abutments of the widening of the bridge over Argyle Street may be constructed so as to form the front walls of shops; and that the Company shall not commence any of the said widenings until they shall have given to the city architect twenty-one days notice in writing of their intention to commence the same, by leaving such notice at his office, with plans, elevations, sections, and other necessary particulars of the said widenings, nor until he shall have signified his approval thereof, unless he fail to signify such approval or disapproval within twenty-one days after service of the said notice and delivery of the said plans, elevations, sections, and other particulars as aforesaid: Provided also that no superstructure above the level of the parapets shall be erected on the said bridge over Argyle Street without the consent in writing of the corporation of Glasgow.

Design and structure thereof.

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Lighting &c.  
of certain  
bridges.

**25.** The Company shall face, and for ever thereafter maintain, the walls forming the abutments of the bridges over Wallace Street, Nelson Street, King Street, and Argyle Street, with white enamelled bricks or tiles; and shall at all times, by day as well as by night, keep the streets under the said bridges mentioned in this section lighted by electric or gas light, in such manner as shall be agreed upon by the engineer of the Company and the city architect, and shall keep the sides and superstructure of the said bridges free from placards, advertisements, names, bills, and announcements.

Ashlar stone  
wall and  
buildings to  
be erected by  
the Com-  
pany.

**26.** The Company shall remove the rubble stone wall enclosing their property on the west side of Eglinton Street, erected under the powers of the Act of 1873, so far as lying to the south side of William Street, and north side of Crawford Street, and shall substitute therefor an ashlar stone wall of suitable architectural character; and in the event of their removing any of the present buildings fronting the west side of Eglinton Street, they shall erect thereon, where there is sufficient width for that purpose, new buildings of such a class as to maintain the present character of that street. All such buildings, and any other buildings which the Company may erect fronting or abutting upon any of the public streets of Glasgow, shall be of such elevation designs as shall be agreed upon by the engineer of the Company and the city architect.

Differences  
to be settled  
by arbitra-  
tion.

**27.** If the engineer of the Company and the city architect should differ with respect to any of the plans, elevations, sections, or other particulars which are to be delivered by the Company to him as aforesaid, or as to the mode of carrying out the same, or as to any of the matters referred to in the three next preceding sections of this Act, every such difference shall, on the application of the Company, or of the corporation of Glasgow, be referred to the determination of an arbiter to be named by those bodies, or (if they do not agree in such nomination) to be appointed by the sheriff of the county of Lanark; and such arbiter shall have power to determine by whom and in what manner the costs of and incident to the reference shall be paid.

Penalty for  
failure by  
Company.

**28.** If the Company fail, after ten days notice in writing, to comply with the provisions of this Act with reference to the lighting, or making and maintaining water-tight, of the bridges and widenings of bridges in this Act mentioned, they shall for each offence, and in the case of a continuing offence for every day during which the offence continues, be liable to a penalty not exceeding five pounds, which penalty shall be recovered and applied in the same manner as

penalties imposed by the Railways Clauses Consolidation (Scotland) Act, 1845. A.D. 1887.

**29.** Sections 34, 35, 36, 37, 38, 39 and 40 of the Act of 1873, and all the provisions therein contained for the protection of the mains and pipes of the Commissioners acting under the Glasgow Corporation Waterworks Act, 1855, and of the mains and pipes of the Lord Provost, magistrates and council of the city of Glasgow acting under the Glasgow Corporation Gas Act, 1869, shall extend and apply to Railway No. 1, Railway No. 2, and Railway No. 3 and relative works authorised by this Act, in the same manner as to the railways and other works authorised by the Act of 1873 and the Act of 1875, and as fully as if those sections and provisions had been repeated in this Act with reference to the said railways and works authorised by this Act.

Provisions of Act of 1873 for protection of water and gas pipes to apply to this Act.

**30.** The Company shall not, under the powers of this Act, take or interfere with any part of Victoria Street, Eglinton Street, Bridge Street, Clyde Place, Broomielaw Street, or Ann Street, nor, except to the extent and in the manner by this Act provided, any part of any of the other public streets of the city of Glasgow.

Company not to take any part of certain streets.

**31.** Whereas Railway No. 1, Railway No. 2, and Railway No. 3, or some or one of them, by this Act authorised, will cross over by bridges certain streets or roads on which the Glasgow Corporation Tramways are laid, the Company shall not, in the construction of the railways and relative works, interfere with or obstruct the working of the tramways in any way; and the Company shall indemnify the lessees, or others for the time being working or using the tramways, for any loss, detention or injury sustained by them by reason of interruption to or interference with the traffic on the tramways, in consequence of the construction of the railways and relative works, or in consequence of anything arising from their subsequent maintenance or repair, or in consequence of the operations of the Company relating thereto.

For protection of Glasgow Corporation Tramways.

**32.** In constructing Railways Nos. 1 and 3, where the same are intended to pass through or under, or where they in any manner interfere with, the railways, lands and works of the City of Glasgow Union Railway Company (herein-after called "the Union Company"), the following provisions shall apply and have effect (that is to say):—

For the protection of the City of Glasgow Union Railway Company.

(1.) The Company shall construct the said railways, and all other works both temporary and permanent, necessary and incidental to the construction thereof, or affecting the railways, property or works of the Union Company, in accordance with the provisions of this section, and according to such plans, sections and

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specifications, and of such quality and strength of materials and in every other respect in such manner, as shall be previously submitted to and approved in writing by the engineer of the Union Company for the time being; and the Company shall not commence the construction of the said railways or works, or enter upon or interfere with any land, works or property belonging to or used by the Union Company, until such plans, sections and specifications have been so submitted and approved: Provided always that if the said engineer shall for the period of one month neglect or refuse to approve such plans, sections or specifications, or shall disapprove the same, then the said railways or works shall be constructed according to plans, sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon by the Company and the Union Company, or in default of agreement to be appointed, at the request of either the Company or the Union Company, by the sheriff of the county of Lanark:

- (2.) All the works and operations of the Company shall be carried on so as in no way to obstruct, impede or interfere with the free and uninterrupted and safe use of the railways of the Union Company or with the traffic thereon; and if any such obstruction or interference shall be caused or take place, the Company shall pay to the Union Company, or any other companies or persons working or using the said railways, full compensation in respect thereof, to be recovered with full costs in any court of competent jurisdiction:
- (3.) All the said works of the Company shall be executed in a substantial and workmanlike manner, and shall be maintained in a good and substantial condition; and if any loss or damage shall be sustained by the Union Company, or any other companies or persons working or using the said railways, by reason of the failure of any of the works, the Company shall pay to the Union Company, or other companies or persons as aforesaid, full compensation in respect thereof, to be recovered as aforesaid:
- (4.) The Company shall not (except with the previous consent of the Union Company under their common seal) acquire any absolute property in any lands or works of the Union Company, but only the right, servitude or privilege of making, maintaining and using a double line of railway, on the east side of the existing line of railway, and relative cross-over roads, in the respective lines shown on the deposited plans, subject to the provisions of this Act:

(5.) All the aforesaid works of the Company shall be executed and thereafter maintained by, and in all things at the expense of the Company :

(6.) If the Union Company shall at any time widen their railway, at the points where Railways Nos. 1 and 3 are intended to be carried through or under their railways, lands and works, the Company shall not be entitled to object to such widening, but the same shall be made at the sight and to the approval of the engineer of the Company for the time being, in the same manner and subject to the same conditions as in this section provided with respect to the formation of Railways Nos. 1 and 3 through or under the railways, lands and works of the Union Company :

(7.) If any difference shall arise between the Company and the Union Company, or their respective engineers, as to anything to be done or not to be done under the provisions of this section, the same shall be referred to and determined by an engineer to be agreed upon between the parties, or, if they cannot agree, to be appointed, on the application of either of the parties in difference, by the sheriff of the county of Lanark ; and the award of the engineer so appointed shall be final and binding on both parties, and the costs of the arbitration shall be in the discretion of the arbitrator.

**33.** The railways and works by this Act authorised, so far as passing through, crossing, or in any manner interfering with any lands, railways or works at Bridge Street Station, numbered on the deposited plans 96, in the parish of Govan, belonging jointly to the Company and the Glasgow and South-western Railway Company (herein-after called "the two companies"), shall be constructed so as to cause as little injury and inconvenience as may be to the two companies and to their traffic, and shall be executed to the reasonable satisfaction of the engineer for the time being of the two companies, and according to plans and specifications, describing the works and the mode in which the construction thereof is to be carried on, which shall be submitted to such engineer at least one month before the commencement of the works ; and the Company shall not acquire in absolute property any part of the said lands, railways or works belonging jointly to the two companies, but only the right, servitude or privilege of making, maintaining and using Railway No. 1 and relative works, as by this Act provided, in and through so much of the said property numbered 96 as is not situate nearer to the west building line of Bridge Street than a line commencing at a point on the south boundary of the said property numbered 96, sixty-five feet from such west building line, and

Regulating interference with lands and works of the Glasgow and Paisley Joint Line.

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terminating on the west boundary of the property numbered on the deposited plans 98 in the parish of Govan, at a point on the north boundary of the said property numbered 96, seventy-seven feet from such west building line.

Communica-  
tions between  
Bridge Street  
and passen-  
ger station  
there not  
to be inter-  
rupted.

**34.** During the construction of Railway No. 1 the Company shall at all times preserve free and uninterrupted the communications between Bridge Street and the joint line passenger station there and appurtenances connected therewith; and if, by reason of the execution of any of the said works, or of the failure of any of those works, any injury or interruption shall be occasioned to the traffic of the two companies, or of the Glasgow and South-western Railway Company, the Company shall pay to the two companies, or to the Glasgow and South-western Railway Company, as the case may be, all costs, damages and expenses to which they may be put thereby, as well as full compensation for the loss and inconvenience sustained by them by reason of any such injury or interruption; such costs, damages, expenses and compensation to be recoverable with full costs from the Company in any court of competent jurisdiction.

Differences  
to be settled  
by arbitra-  
tion.

**35.** If any difference shall arise between the Company and the two companies, or between their engineers, with respect to any of the matters referred to in either of the two next preceding sections of this Act, such difference shall, on the application either of the Company or of the two companies, be determined by the sheriff of the county of Lanark, whose decision shall be final and conclusive, and who shall have power to determine by whom and in what manner the costs of and incident to the reference shall be paid.

Power to  
stop up a  
certain por-  
tion of street.

**36.** Notwithstanding the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, the Company may permanently stop up and appropriate the site of that portion of the street in the city of Glasgow called William Street, which has not been already stopped up under the powers of the Act of 1875, so far and so soon as they shall have acquired the lands on both sides of the said portion of street, without substituting any street or road for the portion of street so stopped up.

Confirming  
agreement  
with Aber-  
deen  
Harbour  
Commis-  
sioners.]

**37.** The minute of agreement entered into between the Aberdeen Harbour Commissioners on the one part, and the Company on the other part, dated the fifteenth and twenty-second days of March, one thousand eight hundred and eighty-seven, of which a copy is contained in Schedule (A.) to this Act (and of the plan referred to wherein a copy is signed by William Woodall, Esquire, the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred, and is deposited in the Private Bill Office of

that House), is hereby sanctioned and confirmed, and shall be carried into effect by the said parties thereto respectively; and the Company may, at the time provided by and subject to the other provisions of the said minute of agreement, permanently stop up and appropriate the site of that portion of the intended street, numbered on the deposited plans 9, in the parish of Saint Nicholas in Aberdeen, and in the division thereof called Saint Clement's parish, which is included within the lands to be sold and conveyed to the Company under the provisions of the said minute of agreement, and also the site of the road in the city of Aberdeen called Palmerston Road, so far as extending from the bridge by which the Company's railway is carried over that road to Market Street in the said city, except the small portion at the south-western end thereof, which is to form part of the road to be substituted for the road to be so stopped up, called in the said minute of agreement the diverted road; and the Company may extend the said bridge eastward, in its present lines, over so much of the existing site of Palmerston Road as lies between that bridge and the line shown on the said plan as the north-western boundary of the proposed diversion of Palmerston Road: Provided always that the Company shall not, without the previous consent of the Great North of Scotland Railway Company under their common seal, stop up the portion of Palmerston Road lying between the west building line of Market Street and a point one hundred and fifteen yards westward from that building line, measuring along the north side of the said road: Provided also that, within three months after the time fixed by the said minute of agreement for the completion of the sale therein contemplated, the Company shall produce to the Commissioners of Inland Revenue a deed of conveyance duly stamped; and in default of production the ad valorem stamp duty, together with interest at the rate of five pounds per centum per annum from the time fixed as aforesaid to the date of payment of the said stamp duty, shall be recoverable from the Company, together with full costs of suit, and all costs and charges attending the same.

**38.** The Great North of Scotland Railway Company (hereinafter called "the Great North Company") may, within the period of three months after the passing of this Act, intimate to the Company that they desire to acquire that portion of the lands specified in the minute of agreement referred to in the immediately preceding section of this Act, and of the portion of Palmerston Road adjoining thereto, measuring one and a quarter acres, which is shown and coloured blue on the signed copy plan referred to in that section; and, upon the Great North Company intimating such desire, the price of the said portion of land and road shall, failing agreement between the said companies, be fixed by

Great North of Scotland Railway Company may acquire part of the land acquired from those Commissioners.

A.D. 1887.

William Mackintosh, Dean of the Faculty of Advocates, whom failing by the dean of the said faculty for the time being, as sole arbiter, who shall have power to settle all questions of the expenses of the arbitration; and, on payment of the price to be so agreed upon or fixed, the Company shall execute and deliver to the Great North Company a duly stamped conveyance of the said portion of land and road, as the same are then vested in the Company, and the Great North Company shall be held as having consented, under their common seal, to the Company stopping up the portion of Palmerston Road for which such consent is required by this Act, as well as the remaining portion thereof as by this Act authorised to be stopped up and appropriated, excepting such portion as intervenes between Market Street and the ground coloured blue on the said signed plan, which portion of the said road shall not be stopped up or appropriated: Provided always that the said portion of land and road shall be conveyed to and held and used by the Great North Company, subject to all the restrictions, if any, which now affect the Great North Company in respect of their present Deeside Goods Station; and the Great North Company shall have the same right of access to the enlarged goods station, and subject to the same restrictions if any, as they have to their present Deeside Goods Station: Provided also that if any question shall arise with regard to such right of access or to the manner in which such access shall be affected, it shall be referred to the decision of the Railway Commissioners, which shall be final.

Reserving rights and liabilities of Company and Great North of Scotland Railway Company.

**39.** Except as by this Act otherwise expressly provided, nothing in this Act contained, or to be done under the provisions hereof, shall prejudice, vary, enlarge, restrict, or in any way affect the rights, obligations or liabilities of the Company, or of the Great North Company.

Alteration of certain roads.

**40.** The Company may make the roads numbered on the deposited plans 3 and 14 in the parish of Kirknewton, as altered under the powers of this Act, of such width between the fences thereof as the Company think fit, not being less than twenty-five feet; and with inclinations not steeper than one in twenty-one; and the spans of the bridges, by which Railway No. 4 and the main line of the Caledonian Railway leading from Carlisle to Edinburgh are carried over the said roads, shall be not less than thirty feet.

Power to stop up portions of existing roads where deviations substituted.

**41.** Where any 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, 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, subject to the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, with respect to mines lying under or near the railway, belong to and be vested in the Company; and all such new portions of road shall, as respects management and maintenance and in all other respects, be held as parts of, and be subject to the same provisions as, the existing roads for portions of which the same are respectively substituted: Provided always, that where 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 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 new portion of road.

**42.** 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 servitude, right, or privilege, not being a servitude 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 servitudes, rights, and privileges as aforesaid respectively.

Power to take servitudes by agreement.

**43.** And whereas, in the exercise of the powers of this Act, it may happen that portions only of the lands, buildings or manufactories shown on the deposited plans may be sufficient for the purposes of this Act, 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, or manufactories described in the Schedule (B.) to this Act annexed, whereof portions only are required for the purposes of this Act, may (if such portions can, in the opinion of the jury, arbiters, or other authority to whom the question of disputed compensation shall be submitted, be severed from the remainder of such properties without material detriment thereto), be required to sell and convey to the Company such

Owners may be required to sell parts only of certain properties.

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portions only, without the Company being obliged or compellable to purchase the whole or any greater portion of such properties; the Company always paying for the portions taken by them, and making compensation for any injury or damage of whatever kind sustained by the owners of such properties, and other persons interested therein, by severance or by reason of the remaining portions thereof being injuriously affected or otherwise: Provided always that if in any case, in the opinion of the jury, arbiters, or other authority as aforesaid, any such portion cannot be severed from the remainder of such property without material detriment thereto, the Company may, at any time within one month after the date of the final decision of such jury, arbiters or other authority, withdraw their notice to treat for the portion required by them; and thereupon they shall pay to the owner of, and other persons interested in, the property in respect of which, or of any portion of which, they have given notice to treat, all loss and damage sustained, and all costs, charges and expenses (as the same shall be taxed as between solicitor and client) reasonably incurred by them in consequence of such notice: Provided also that nothing in this section contained shall be held as determining whether the properties described in the said schedule are or are not subject to the provisions of section ninety of the Lands Clauses Consolidation (Scotland) Act, 1845.

Restriction  
on displacing  
persons of  
labouring  
class.

44. (1.) The Company shall not, under the powers of this Act, purchase or acquire, in any district within the meaning of the Public Health (Scotland) Act, 1867, ten or more houses occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers, unless and until—

(a.) They shall have obtained the approval of the Secretary for Scotland to a scheme for providing new dwellings for the persons residing in such houses, or for such number or proportion of those persons as the Secretary for Scotland shall after inquiry deem necessary, having regard to the number of persons residing in such houses, and working within one mile therefrom, and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses, or to the place of employment of such persons, and to all the other circumstances of the case; and

(b.) They shall have given security to the satisfaction of the Secretary for Scotland for the carrying out of the scheme.

(2.) The approval of the Secretary for Scotland to any scheme under this section may be given either absolutely or conditionally; and after the Secretary for Scotland has approved of any such scheme, he may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out, and shall require the new dwellings proposed to be provided under the scheme to be completed, fit for occupation, before the persons residing in the houses in respect of which the scheme is made are displaced :

Provided that the Secretary for Scotland may dispense with the last-mentioned requirement, subject to such conditions (if any) as he may see fit.

(4.) Any provisions of any scheme under this section, or any conditions subject to which the Secretary for Scotland may have approved of any such scheme, or of any modifications of any such scheme, or subject to which he may have dispensed with the above-mentioned requirement, shall be enforceable by an order of the Court of Session, to be obtained by the Secretary for Scotland.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions, or displace or cause to be displaced the persons residing in any house or houses, in contravention of the requirements of the scheme, they shall be liable to a penalty not exceeding five hundred pounds in respect of every such house, which penalty shall be recoverable by the Secretary for Scotland by action in the Court of Session, and shall be carried to and form part of the Consolidated Fund of the United Kingdom.

(6.) For the purpose of carrying out any scheme under this section, the Company may appropriate any lands for the time being belonging to them, or which they have power to acquire, and may purchase such further lands as they may require ; and for the purpose of any such purchase section ninety of the Public Health (Scotland) Act, 1867, shall be incorporated with this Act, and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section, in the same manner in all respects as if the Company were a local authority within the meaning of that Act, and the scheme were one of the purposes of that Act.

(7.) The Company may, on any lands belonging to them or purchased or acquired under this section, or under any provisional order issued in pursuance of this section, erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section, and may sell, demise, let, or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid, and may apply for the purposes of this section to which capital is properly applicable, or any of such purposes, any moneys which they may be authorised to raise or apply for the purposes of their undertaking :

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Provided that, so long as any lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section are held by the Company, they shall be appropriated solely for the purpose of such dwellings; and every conveyance, demise or lease of such lands and buildings by the Company shall contain proper covenants for securing that the buildings on such lands shall be used exclusively for the purpose of such dwellings :

Provided also that the Secretary for Scotland may at any time dispense with all or any of the requirements of this sub-section, subject to such conditions (if any) as he may see fit.

(8.) The Secretary for Scotland may direct any inquiries to be held which he may deem necessary in relation to any scheme under this section, and for giving effect to any of the provisions of this section; and he and any person appointed by him to hold inquiry shall have and may exercise, for any purpose in connexion with any scheme under this section, all or any of the powers vested in them respectively under the Public Health (Scotland) Act, 1867, in the same manner in every respect as if the preparation and carrying into effect of such scheme were one of the general purposes of that Act.

(9.) The Company shall pay to the Secretary for Scotland a sum, to be fixed by him, in respect of the preparation and issue of any provisional order in pursuance of this section, and any expenses incurred by him in relation to any inquiries under this section, including the expenses of any witnesses summoned by the person appointed to hold any such inquiry, and a sum to be fixed by the Secretary for Scotland, not exceeding three guineas a day, for the services of the person so appointed.

(10.) For the purpose 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.

Penalty imposed unless Railways Nos. 3 and 4 opened within time limited.

**45.** If the Company fail, within the period limited by this Act, to complete Railway No. 3 or Railway No. 4 by this Act authorised to be made, 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 such railway is completed and opened for public traffic, or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of such railway 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 to 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 railway 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.

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**46.** 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 railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit; and if no such compensation shall be payable, or if a portion of the 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 to 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.

Application  
of penalties.

A.D. 1887.

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Period for  
completion  
of railways,  
&c.

47. If the railways, and the substitution of open cutting for tunnel, 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 works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Tolls.

48. The Company may demand and take, in respect of the use of the railways by this Act authorised to be made, or any of them, 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 the tolls, rates and charges which the Company are by the Act of 1866 authorised to demand and take, in respect of the use of the railways by that Act authorised to be made, 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 respects tolls, rates and charges, be considered part of the undertaking of the Company, and that only one short-distance charge shall be made for the conveyance of any traffic partly thereon or on any part thereof, and partly on any other railways of the Company.

Classification  
table to be  
open for  
inspection.  
Copies to be  
sold.

49. The book, tables, or other document in use for the time being, containing the general classification of goods carried by goods or merchandise train on the railway shall, during all reasonable hours, be open to the inspection of any person, without the payment of any fee, at every station at which goods or merchandise are received for transmission; and such book, tables, or other document, as annually revised, shall be kept on sale at the principal office of the Company, at a price not exceeding one shilling.

Terminal  
charges, if  
any, to be  
specified on  
application.

The Company shall, within one week after application in writing made to the secretary of the Company, by any person interested in the carriage of any goods which have been or are intended to be carried over the railway, render an account to the person so applying, in which the charge made or claimed by the Company for the carriage of such goods shall be divided, and the charge for conveyance over the railway shall be distinguished from the terminal charges (if any); and if any terminal charge is included in such account, the nature and detail of the terminal expenses in respect of which it is made shall be specified.

Penalty.

If the Company fail to comply with the provisions of this section, they shall for each offence, and in the case of a continuing offence

for every day during which the offence continues, be liable to a penalty not exceeding five pounds, which penalty shall be recovered and applied in the same manner as penalties imposed by the Regulation of Railways Act, 1873, section fourteen. A.D. 1887.

**50.** The powers granted and the period limited by the Act of 1882, for the completion and opening for public traffic of the railway authorised by that Act and therein called Railway No. 4, are hereby continued and extended for three years after the expiration of the said period, that is to say, until the nineteenth day of June, one thousand eight hundred and ninety, and the said powers may be exercised by the Company at any time previously to that day; and sections thirty-six, thirty-seven and thirty-eight of the Act of 1882, so far as the same relate to that railway, shall be read and construed as if the period referred to in those sections for the completion and opening for traffic of that railway did not expire until the expiration of the extended period hereby granted. Extending time for completing a certain railway.

**51.** The lands at Blythwoodholm in the city of Glasgow, referred to in section forty-four of the Act of 1878, so far as still belonging to the Company, shall be held to be included in section fifty-four of the Act of 1884 as if they had been specially mentioned therein; and the Company may retain and hold the said lands for the period prescribed by the last-mentioned section, and may, within that period, sell or feu out the said lands or any part thereof by public sale or private bargain, or grant leases of the same, and may sell in like manner the feu duties which they may obtain therefor. Disposal of lands at Blythwoodholm.

**52.** Any lands or buildings which the Company may acquire for the purposes of Railway No. 1, Railway No. 2, or Railway No. 3, or of the works and conveniences connected therewith, so far as the same may not require to be occupied or used for those purposes, shall not be deemed superfluous lands within the meaning of the Lands Clauses Consolidation (Scotland) Act, 1845; and the Company may retain and hold the said lands and buildings, or sell or feu out the same by public sale or private bargain, at such times as they think fit, and in consideration of such prices, feu duties, or ground annuals as they can obtain, or may grant leases thereof for such periods as they think proper, and may sell such feu duties or ground annuals in manner aforesaid. Lands acquired by Company for Railways Nos. 1, 2 and 3, so far as not required for those railways, not to be deemed superfluous lands.

**53.** The Committee acting in the management and direction of the provident fund, established under the provisions of the Act of 1866 for the benefit of the Company's officers and servants, and of the widows and children of such persons, may, if they think fit, admit to the benefits of the said fund the officers and servants Officers and servants employed by the Company and any other company

A.D. 1887.

jointly may  
be admitted  
to benefits of  
provident  
fund.

employed upon any railway belonging jointly to the Company and to any other company, or otherwise employed by the Company and any other company jointly, and their widows and children, in the same manner and upon the same terms and conditions as if such officers and servants had been officers and servants of the Company exclusively, or in such other manner and upon such other terms and conditions as may be determined by the said committee; provided that such other terms and conditions shall in no respect be more favourable to such officers and servants or their widows or children, than if such officers and servants had been officers and servants of the Company exclusively; and the companies owning jointly any such railway, or employing jointly any such officers or servants, or any joint committee of such companies, may make such contributions to the said fund as may be necessary in consequence of such admission: Provided always that the committee acting in the management and direction of the said fund shall not admit to the benefits thereof any officers or servants employed by the Company and any other company jointly, or by any joint committee of such companies, or their widows or children, without the consent of the Company and of such other company under their respective common seals.

Confirming  
agreement  
with  
Montrose  
Harbour  
Trustees.

**54.** The minute of agreement entered into by or on behalf of the Company on the one part, and the trustees of the harbour of Montrose (herein-after called "the harbour trustees") on the other part, dated the fifteenth and seventeenth days of October, one thousand eight hundred and eighty-three, together with the memorandum of proceedings at a meeting between representatives of those parties respectively, held on the seventeenth day of July in the same year, which is referred to in the said minute of agreement, of which minute of agreement and memorandum of proceedings a copy is contained in Schedule (C.) to this Act, are hereby sanctioned and confirmed, and shall be carried into effect by the said parties thereto respectively, subject to the following modification and explanation, viz.—

(1.) That this confirmation of the said minute of agreement and memorandum of proceedings shall be deemed fulfilment by the Company and the said trustees of their respective obligations therein contained, to enter into and subscribe the formal agreement contemplated in articles thirteen and fifteen thereof; and

(2.) That the Company have already paid the sum of two thousand pounds mentioned in the second article of the said memorandum of proceedings, and one half of the cost of laying the rails on the quay, platform or roadway between the



points specified in the third article thereof, and the whole cost of laying the rails referred to in the fourth article thereof, and the portion of the cost of the dock rails referred to in the sixth article thereof, and interest thereon, which the Company by that article agreed to repay to the said trustees. A.D. 1887.  
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**55.** Notwithstanding anything in this Act contained, the obligation by the harbour trustees in favour of James Johnston and William Douglas Johnston, fish curers, Montrose, sole partners of the firm of Messieurs Joseph Johnston and Sons, fish curers there, infest in certain heritable subjects at the waterside of Montrose, as trustees for behoof of the said firm, and of their successors in the aforesaid premises, with reference to the opening up of certain launching slips when required for the launching of ships from the aforesaid premises, dated the seventh day of January, eighteen hundred and eighty-four, and with warrant of registration thereon recorded in the particular register of sasines for the royal burgh of Montrose, and also in the burgh court books of Montrose, both on the twenty-third day of May, eighteen hundred and eighty-four, shall remain as valid and effectual as if this Act had not passed; and neither the harbour trustees nor their successors in office, nor the Company, nor any other person or incorporation, shall be entitled to plead or found upon anything in this Act contained, or done under the authority of this Act, as a ground for not implementing and fulfilling the said obligation in all the tenor and terms thereof; power being hereby reserved to the harbour trustees as against the Company and all concerned to open the aforesaid launching slips in terms of the aforesaid obligation, and for that purpose to do, execute and construct, in and upon the piers and quay the site or near to the site of the said launching slips, the works necessary to enable the harbour trustees to implement the said obligation. Reserving obligation of Montrose Harbour Trustees in favour of Messrs. Johnston with reference to certain launching slips.

**56.** Nothing in this Act contained shall prejudice or affect sections twenty-five and twenty-six of the North British Railway Act, 1885. Reserving in force certain sections of North British Railway Act, 1885.

**57.** Nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any portion of the River Clyde, 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 Saving rights of the Crown in the foreshore.

A.D. 1887. — estates, rights, privileges, powers, or authorities vested in, or enjoyed or exerciseable by the Queen's Majesty, Her heirs or successors.

Interest not to be paid on calls paid up.

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

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

**59.** 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.

Provision as to general railway Acts.

**60.** Nothing in this Act contained shall exempt the Company or the railway 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.

**61.** 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 referred to in the foregoing Act.

A.D. 1887.

SCHEDULE (A).

MINUTE OF AGREEMENT between THE ABERDEEN HARBOUR COMMISSIONERS (herein-after called "the Commissioners") on the one part, and THE CALEDONIAN RAILWAY COMPANY (herein-after called "the Company") on the other part.

The said parties hereby agree as follows, namely:—

1. The Commissioners shall sell to the Company, and the Company shall purchase from them, the following portions of ground within the burgh of Aberdeen and county of Aberdeen, namely:—First, the two portions of ground—the one, being the principal portion, lying east and south of and along Palmerston Road, and the other, being a small triangular piece of ground, lying immediately south of the south end of the said road and along the east side of the said railway—measuring, the said two portions, 4·6752 acres or thereabouts, as the same are delineated on a plan hereto annexed, and signed of even date herewith by the said parties as relative hereto, on which plan the boundary lines thereof are tinted red, which two portions are herein-after called "the first-mentioned ground"; and second, the two portions of ground—the one measuring 0·559 acre or thereabouts, lying in part east of and along the said principal portion of the first-mentioned ground and in part east of and along the said road, and the other, measuring 0·0158 acre or thereabouts, lying on the south side of and along Poynerook Road,—as the same are delineated on the said plan, on which plan the boundary lines thereof are tinted yellow, which last-mentioned two portions are herein-after called "the second-mentioned ground."

2. The first-mentioned ground shall, subject to the provisions herein-after written, be used solely for railway purposes, and no part thereof shall at any time hereafter be used for any other purpose, unless with the written consent of the Commissioners; and this condition shall, in the conveyance to be granted by the Commissioners to the Company, and in all future title deeds of the premises, be declared a real burden affecting the ground: Providing always that during the first seven years after the term of entry herein-after mentioned, the ground may, without the said consent (and after the expiry of the said seven years with the said consent) be used or let for temporary purposes, not being of a noxious or offensive nature.

3. The Commissioners shall convey to the Company the solum and right to use the same of Palmerston Road, authorised to be constructed by the Aberdeen Railway Act, 1853, east of the railway bridge over the said road, so far as they have any right to or interest in the same.

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4. The Company shall, at their own expense, apply for powers to acquire the various portions of ground above mentioned, and to shut up and use the solum of Palmerston Road, eastward of the said railway bridge, in a Bill to be promoted by the Company in Parliament in the session of 1887; and the Commissioners shall, when required by the Company, at the expense of the Company, give every assistance, by evidence and otherwise, in the promotion of the said Bill.

5. For the purpose of an access between the said railway bridge and Market Street, in lieu of Palmerston Road when shut up as aforesaid, the second-mentioned ground shall be appropriated and used for the construction of a public road, fifty feet wide, leading from the said bridge northward to its junction with the site of the road or intended road at present called "Road No. 4," which terminates at its east end in Market Street, all as shown on the said plan, which public road, fifty feet wide, and the continuation thereof to Market Street, marked on the said plan "Road No. 4," is herein-after called "the diverted road."

6. The Commissioners shall, with all convenient speed after the passing of the said Bill into an Act, and within eighteen months after the date of such passing, and in so far as not already done on the said Road No. 4, form and macadamise the carriageway and footpaths of the diverted road with kerb and channel, and open the same throughout for traffic; and the Company shall not shut up Palmerston Road until the diverted road be so opened, or until the expiry of the said period of eighteen months, whichever event shall first happen.

7. The diverted road shall be subject in all respects to the provisions relating to streets or roads of the Local Police Acts applicable to the city of Aberdeen, and be subject to the rights, powers and authorities vested in or exercisable by the town council of the said city, under or in virtue of the same: Provided always that the Commissioners shall be bound to free and relieve the Company of and from all or any claims, under the said provisions of the said Acts, that may be made against the Company as owners of lands or heritages abutting on, or bounding, or adjoining the diverted road, or any portion thereof, so far as on the second-mentioned ground, previous to the passing of any resolution by the said town council that the diverted road, or any portion thereof, so far as aforesaid, shall be causewayed or paved.

8. The Company shall pay to the Commissioners, at the first term of Martinmas or Whitsunday after the passing of the said Act—First, the sum of fifteen thousand seven hundred and fifty pounds as the agreed on price of the first-mentioned ground and of the second-mentioned ground, including the solum of Palmerston Road so far as the Commissioners have any right to or interest in the same as aforesaid; and second, the sum of two hundred and seventy-five pounds ten shillings for the construction by the Commissioners of that part of the diverted road which is to be formed on the second-mentioned ground. The said sums shall bear interest at the rate of five per cent. per annum from and after the said date of payment during the non-payment.

9. Entry to the first-mentioned ground to be given by the Commissioners at the said first term of Martinmas or Whitsunday after the passing of the said Act.

10. The Commissioners shall not be bound to make any delivery or exhibition of writs, and the Company shall not be entitled to require the Commissioners to make up any new or additional title or titles to any part of the premises.

11. In the conveyance to be granted by the Commissioners to the Company, the Commissioners shall, in their corporate capacity, grant absolute warrandice, but subject to the existing rights, if any, of the public over that part of the first-mentioned ground which forms, or partly forms, for ninety feet or thereby in length, the site of the continuation of the east end of Palmerston Road authorised as aforesaid.

12. The Company shall, within one year after stopping up, appropriating, and enclosing (under the powers of the Act for which they are promoting a Bill in the present session of Parliament and of this agreement) that portion of Palmerston Road abutting on Market Street, erect, and in all time thereafter maintain, along the front to Market Street of the first-mentioned ground, except in so far as the said frontage shall be used as an access from that street to the first-mentioned ground, either an enclosing wall, at least ten feet high, of regularly coursed and square, close-jointed, hammer-blocked granite stones, with granite coping, or a building having front walls of the like description, and covered with slates, glass, or metal, and the elevation of which shall be previously submitted to the Commissioners for their approval; which front walls shall have blocking courses, one foot in height, above the cornice of said walls, with gutters behind, and sufficient pipes, wholly sunk in the said walls, for carrying off the roof water to the street; and the said enclosing wall or building, as the case may be, shall be built in the true line of the west side of Market Street. The obligation contained in this article shall be inserted as a real burden in the disposition by the Commissioners to the Company.

13. This agreement, which is made subject to such alterations as Parliament may see fit to make thereon, shall be scheduled to and confirmed by the said Bill. If any such alterations are made on this agreement as in the opinion of Samuel Pope, Esquire, Q.C., whom failing, Ralph Daniel Makinson Littler, Esquire, Q.C., are material, it shall be competent for either of the parties to withdraw therefrom.

14. Failing the said Bill confirming this agreement being passed into an Act in session 1887, this agreement shall fall.

15. Both parties consent to the registration hereof for preservation and execution.

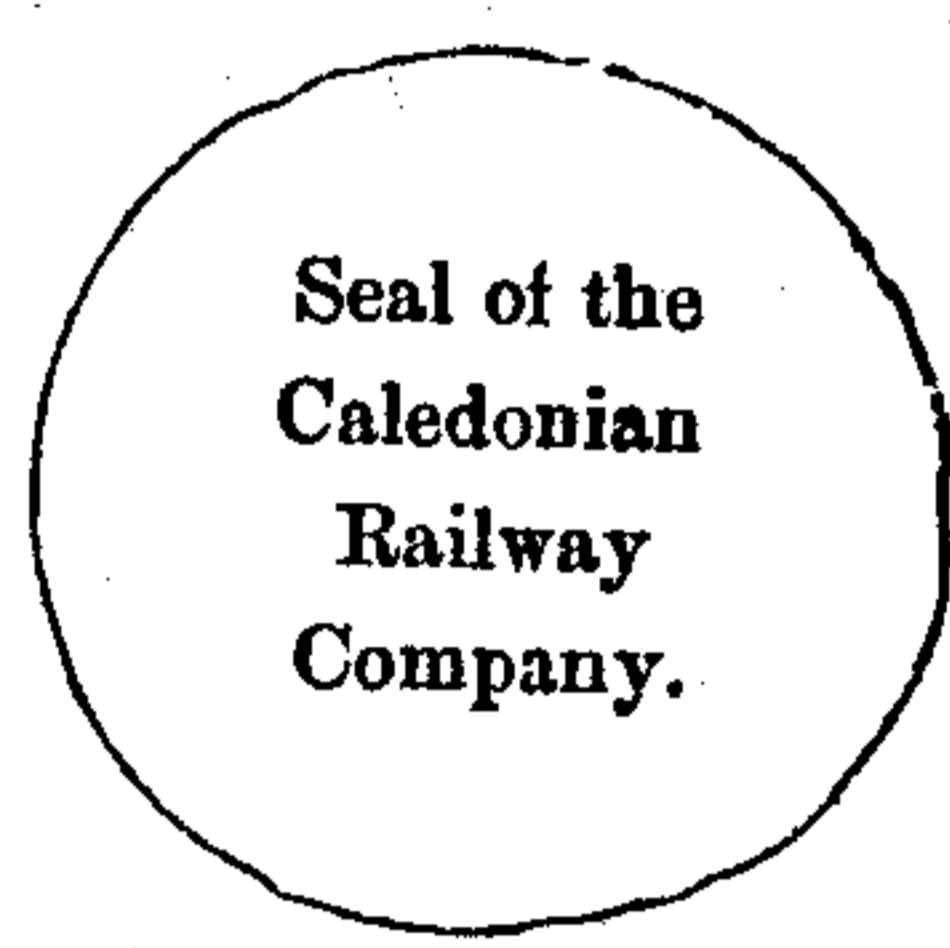
In witness whereof these presents (written on this and the three preceding pages of stamped paper by John Henry Cowie, clerk to Messrs. Milne & Walker, Advocates in Aberdeen—the word “stopping” being the eighth word in article twelve on page third hereof, having been written on an erasure before signing), are subscribed and sealed as follows, namely:—Are subscribed by Daniel Mearns, shipping agent, and James Aiken, junior, ship and insurance broker, both in Aberdeen, being two of the Commissioners acting by their direction and on their behalf, and are sealed with the common seal of the Commissioners, all at Aberdeen on the fifteenth day of March, eighteen hundred and eighty-seven, before witnesses John Munro and Charles Diack, both clerks to the said Milne & Walker; and are sealed with the common seal of the Company, and

A.D. 1887. subscribed by the Most Honourable Gavin, Marquis of Breadalbane, and James Badenach Nicolson, Esquire, of Glenbervie, two of the directors of the Company, before witnesses George Jackson, solicitor to the Company in Glasgow, and William Patrick, clerk to the Company in their general manager's office in Glasgow, all at Westminster on the twenty-second day of the month and year both last mentioned.



D. MEARNS.  
JAMES AIKEN, JR.

JOHN MUNRO, Witness.  
CHARLES DIACK, Witness.



J. BADENACH NICOLSON, Dr.  
BREADALBANE, Dr.

GEORGE JACKSON, Witness.  
W. PATRICK, Witness.

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SCHEDULE (B.)

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

Parishes.	Nos. on deposited Plans.
Govan - - - -	96.
City parish of Glasgow - -	10, 11, 12, 14, 15, 16, 31.

A.D. 1887. — of that portion of the tramway, with sidings, rails, turntables, and relative appliances to be at any time constructed or laid down by the trustees, or with their consent and authority, and on their property, as the North British Railway Company are to be allowed.

6. The trustees are to allow, free of cost or charge, to the North British Railway Company, in respect of the grant in the immediately preceding article, the like free access to and use of the present rails, turntables and relative appliances (called hereafter dock rails) round and near the wet dock, on the trustees property, as well as access to and use of any additional rails (also included in the name dock rails) that may be laid down hereafter, round and near the wet dock, either by the trustees themselves, or by the Caledonian Railway Company with the permission and approval of the trustees: And in respect that the cost of these dock rails (the free use of which is proposed to be here reckoned or assumed as an equivalent or an approximate equivalent for the free use of the rails from B to C) was partly paid by the trustees, the Caledonian Railway Company's representatives propose that that Company shall repay to the trustees the part of the above cost so paid by them, with interest at four and a half per cent., from the dates when the trustees made the payment or payments of said part of such cost till repayment: Provided that the trustees shall lodge their claim for repayment with the Caledonian Railway Company within six months from the last date of the formal agreement referred to in clause 13 of this minute, or from the last date of this minute. In the above cost shall be included the cost of the horse track between the rails, and of the granite or other causewaying for the space of 18 inches outside each rail.

7. The Caledonian Railway Company's representatives propose, at the Company's own expense, to keep up and maintain the whole of the dock rails round and near the wet dock, and to keep them in proper order for traffic, to the satisfaction of the trustees; it being understood that the trustees as at present will do the "scavenging" work on the "macadam," and the granite causewaying at the dock, and that the Company as at present will keep the dock rails, rail tracks, and turntables clear and free from obstruction. Keeping up and maintaining the dock rails shall include keeping up and maintaining the granite or other sufficient horse track between the rails and the granite causeway for a space of 1 foot 6 inches outside each rail, and also the keeping up and maintaining of the chairs, sleepers, and platform, or bed on which rest said sleepers, chairs and rails; but shall not include the keeping up and maintaining of the dock walls or quays, or the substructure behind the same, on which substructure rest the roadway surrounding the dock, and the bed or platform just mentioned. In respect that the obligation imposed on the trustees by statute or otherwise to maintain the docks, quays, harbour, roadway, and access situated on their property, may lead, as it has already led, to claims being made against the trustees for injury to horses, alleged to have been caused by the defective or dangerous or improper state of the dock rails, or for other injuries and damage connected with the state of said rails, the Caledonian Railway Company are to relieve the trustees of all such claims, and of all expenses, legal or other, either incurred by the trustees in reference to such claims, or for which the trustees might be found liable to the persons making such claims.

SCHEDULE (C.)

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MEMORANDUM OR MINUTE OF PROCEEDINGS at Meeting at Montrose, A.D. 1887.  
on Tuesday, 17th July, 1883, between Mr. NICOLSON, Director,  
and Mr. THOMPSON, General Manager, of the Caledonian Railway  
Company, representing that Company; and Mr. WATT and  
Mr. MEARNES, two Trustees, and J. ROSS, Clerk to the Trustees,  
of the Harbour of Montrose, representing the said Trustees.

1. Reference being made to the recent correspondence between the Company and the trustees regarding the application by the former to the latter for equally free access with the North British Railway Company to the tramway about to be constructed between the protection wall of the wet dock and Bridge Street, near the suspension bridge. The meeting inspected the tracings of the main parts of the work, one marked A-B, showing the new quay and river wall, with timber platform in front, extending from the protection wall to the east end of the east quay, and the other marked B-C, extending from said east end of the east quay at B to a point near Bridge Street, marked C. The meeting also inspected the quays and site shown on the tracings, and the proposed crossing of Bridge Street, westward to the North British Railway Company's Montrose Station. It was understood by the meeting that implement by the Caledonian Railway Company of the arrangement embodied in this memorandum should be accepted by the trustees, in so far as they could competently do so, as in lieu of implement of any obligation on the Caledonian Railway Company, or their predecessors, to construct a branch railway for horse haulage to the old harbour of Montrose.

2. With regard to the cost of construction of the portion of the work from A to B, exclusive of the rails to be laid thereon, the Company's representatives proposed to offer to the trustees to pay them the sum of two thousand pounds as a contribution to the cost of that portion of the work, the North British Railway Company having agreed to make a contribution of the same amount, and the work being executed at a cost of about seven thousand pounds.

3. With regard to the cost of laying the rails on the quay, platform or roadway between A and B, the Company's representatives proposed to offer to the trustees to pay them one half of the cost thereof, upon the footing or understanding that the North British Railway Company shall agree with the trustees to pay the other half of that cost.

4. With regard to the cost of laying the rails which the trustees may require to be laid between the wet dock and the rails on the space between A and B, the Company's representatives propose to offer to the trustees to be at the whole cost thereof.

5. With regard to the portion of the tramway between B and C, which at first or in the meantime is to be constructed—as indicated on one of the tracings—at the sole expense of the North British Railway Company, the Caledonian Railway Company's representatives propose that the trustees shall allow that Company, free of cost or charge, the same free access to and use



8. The trustees reserve their rights undiminished as owners of the site of all the rails, sidings, turntables, and relative appliances existing, as well as to be constructed in future, on their property, including power to remove the same, or to cause them to be removed at pleasure. They reserve power as regards the Caledonian Railway Company and the dock rails, to purchase at any time the dock rails and materials belonging to the Company at their value, without including in or adding to that value any part of the value of the ground, site, or quays, or of the access to or use of such ground, site or quays, now, or at any time allowed to the Company gratuitously by the trustees. The price to be agreed upon by the Company and the trustees, and failing agreement to be settled by arbitration. In regard to the removal of the rails, the trustees make this declaration, that if they should remove, or cause to be removed, the dock rails at present laid down, or to be in future laid down with the trustees permission, they will immediately, and so as to cause the least possible interruption or obstruction to the traffic, lay down other rails, sidings, turntables, and appliances, not less suitable and convenient for the traffic than those removed; giving to the Caledonian Railway Company, and to all other railway companies and persons, access to these rails and power to use them, upon payment of such rates, equal to all railway companies, according to the goods each company may carry upon such rails, as the trustees may fix, and equal also in the sense that no preference, priority or advantage is to be given by the trustees to any one or more companies over any other one or more companies, or to any person or persons over any other person or persons. This declaration shall also apply to the ninth clause hereof.

9. The trustees reserve the like power with regard to both of the above railway companies, and to the rails, sidings, turntables, appliances and materials to be constructed on the quay between A and B, with the same limitation as to what is to be included in the value, and a similar reference, in case of not agreeing, to an arbitrator as in the preceding article.

10. The trustees having reserved, with regard to the North British Railway Company and the rails and works between B and C, power at any time to take over and purchase from that company said rails and materials at the fair value thereof, including the cost of construction, under deduction of the value of the fair tear and wear of such rails and works between the date when such construction is completed, or when the line is opened for traffic, and the date when they may be taken over and purchased by the trustees, the Caledonian Railway Company's representatives propose, if and when the trustees shall exercise that reserved power, to enter into a new agreement with the trustees for the access to and use of the said rails and works as thus taken over by the trustees, and also for the access to and the use of the dock rails by the Company, or by any railway or other company or person having the trustees permission and authority; such agreement to be made on the basis that the Caledonian Railway Company, obtaining the access to and the use of the rails and works from B to C, with permission of the trustees, shall pay to the trustees the fair value of that access and use, and in like manner, with regard both to the rails between A and B and to the dock rails, that after these shall have been taken over from the Company or companies, at the value to be fixed as before set forth, the Company or companies having, with the trustees permission, access

A.D. 1887.

to and use of such rails, shall have and enjoy such permission, subject to payment to the trustees of the fair price and value thereof, as the same may be fixed by the trustees, or, failing agreement between them and the Company or companies, by arbitration.

11. The access to and use of the whole rails and others herein referred to or specified, and the working of the traffic by the Caledonian Railway Company and the North British Railway Company, and any other railway company or other company or person whom the trustees may allow to use the said rails and others thereon, shall, subject to the trustees Acts of Parliament and byelaws, be absolutely controlled and regulated by the trustees or their harbour master, or his assistants and servants having his or the trustees authority.

12. In regard to the principal subject-matter of this agreement, the trustees shall not grant or allow, now or at any future time, any preference, priority, or advantage to the two companies above named, or to the one over the other, or to any other railway company or other company or person; and they reserve power to admit any other railway company, or other company or person, to the use and benefit of the privileges and advantages conferred on the said Caledonian Railway Company by this agreement, on such terms as the trustees may fix; these terms to be fixed, as far as may be, so as that no such preference, priority, or advantage shall be given by the trustees to the company or person thus admitted now or at any future time.

13. The companies representatives are to recommend the directors, and the trustees representatives are to recommend the trustees to adopt and confirm this memorandum and to subscribe a formal agreement embodying it, and containing such detailed provisions as may be required to secure and enforce implement of it.

(Written at Mr. Thompson's suggestion, and sent to him for revisal, by J. Ross, harbour clerk, 17th July, 1883.)

#### SUPPLEMENTARY ARTICLES.

14. The two thousand pounds specified in article 2 shall be payable by the Company to the trustees, one half on the last date of these presents, and the other half on the new quay and tramway being completed.

15. Both parties bind themselves to enter into an agreement to the same effect as this minute, containing such provisions as may be required to secure and enforce implement of it, all in proper and legal form; and any difference between them, as to what may be required for the proper and equitable carrying into effect hereof, shall be settled by an arbitrator appointed by the Board of Trade on the application of the trustees and the Company, or of either of them, and the award of such arbitrator shall be binding on the parties respectively.

THESE PRESENTS, written as regards this duplicate on this and the five preceding pages by Robert Ross, solicitor in Montrose, are, under the declaration that the words "as materials" occurring at the end of the thirty-fourth and beginning of the thirty-fifth line counting from the top of the third page hereof were deleted before subscription, subscribed in duplicate, along with copies in duplicate of the said tracings, as follows,

vizt. :—By William Ross, now clerk and treasurer to the said trustees, on their behalf and as specially authorised by them, at Montrose, the fifteenth day of October, in the year eighteen hundred and eighty-three, before these witnesses, the said Robert Ross, and John Stewart, clerk to William and Robert Ross, solicitors in Montrose; and by James Badenach Nicolson, Esquire of Glenbervie, and John Sharp, Esquire of Dalmuir, two of the directors of, and on behalf of the Caledonian Railway Company, at Glasgow, on the seventeenth day of the month and year last mentioned, before these witnesses, Archibald Gibson, secretary, and George Jackson, solicitor, both to the said Caledonian Railway Company.

A.D. 1887.

WM. ROSS.

ROBERT ROSS, Witness.

JOHN STEWART, Witness.

J. BADENACH NICOLSON.

JOHN SHARP.

ARCH. GIBSON, Witness.

G. JACKSON, Witness

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