



### CHAPTER cxxxi.

An Act for enabling the Caledonian Railway Company to make and maintain certain railways and other works and take lands in the counties of Lanark and Midlothian and to raise additional money for confirming certain agreements and for other purposes. [25th July 1890.]

A.D. 1890.

**W**HEREAS it is expedient that the Caledonian Railway Company (herein-after called "the Company") should be empowered to make and maintain the several railways herein-after described in the counties of Lanark and Midlothian to acquire lands for those and other purposes and to raise additional money :

And whereas it is expedient that the agreements set forth respectively in the Schedules (A) (C) and (D) to this Act should be confirmed :

And whereas plans and sections showing the lines and levels of the several railways authorised by this Act and 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 of the counties of Lanark and Midlothian 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 :—

1. This Act may be cited for all purposes as the Caledonian Railway (Additional Powers) Act 1890. Short title.

A.D. 1890.

Incorporation of  
Lands  
Railways  
and Companies  
Clauses Acts.

**2.** The Lands Clauses Acts the Railways Clauses Consolidation (Scotland) Act 1845 Part I. (relating to construction of a railway) 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 and as 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.

Interpretation.

**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 the word "schoolmasters" means session clerks and the expression "the railway" means and includes the railways and other works by this Act authorised or any part thereof.

Power to make railways and take lands for purposes thereof.

**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 with all proper stations sidings junctions approaches viaducts bridges roads tunnels covered ways subways stairs shafts lifts elevators engines pumping stations communications and other works



machinery conveniences and buildings incidental thereto or which may be advantageously or conveniently held or used in connexion with the said several railways 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. A.D. 1890.

5. The railways herein-before referred to and authorised by this Act are— Description  
of railways.

- (1) A railway ("Railway No. 1") three miles one furlong and twenty yards or thereabout in length commencing by a junction with the railway authorised by the Glasgow Central Railway Act 1888 and therein called Railway No. 1 at a point thereon at or near the junction of Landressy Street with Canning Street in the city of Glasgow and terminating by a junction with the Rutherglen and Coatbridge branch of the Caledonian Railway at a point thereon two hundred and ninety yards or thereabouts measuring in an easterly direction along that branch from the bridge which crosses it immediately to the west of Carmyle Station ;
- (2) A railway ("Railway No. 2") one mile four furlongs seven chains and eighteen yards or thereabouts in length commencing by a junction with the Rutherglen and Coatbridge branch of the Caledonian Railway at a point thereon three hundred and seventy yards or thereabouts measuring in an easterly direction along that branch from the said bridge which crosses it immediately to the west of Carmyle Station and terminating by a junction with the Company's Clydesdale Junction Railway at a point thereon three hundred and fifty yards or thereabouts measuring in a westerly direction from Newton Junction where the lines of that railway to Hamilton and Motherwell diverge ;
- (3) A railway ("Railway No. 3") five furlongs six chains and fourteen yards or thereabouts in length commencing by a junction with the Company's main line of railway from Glasgow to Carlisle at a point thereon two hundred and fifty yards or thereabouts measuring in an easterly direction along that railway from the mile-post indicating a distance of eighty-nine miles from Carlisle and terminating by a junction with the line of railway leading from Netherjohnston Pit to Motherwell Junction at a point thereon four hundred and twenty yards or thereabouts measuring in a south-easterly direction from Coursington Farm Steading ;
- (4) A railway ("Railway No. 4") two furlongs nine chains and eleven yards or thereabouts in length commencing by a

A.D. 1890.

junction with the sidings of the Caledonian Railway on the east side of the main line of railway leading from Glasgow to Carlisle near Motherwell Junction at a point thereon three hundred yards or thereabouts measuring in a south-easterly direction from the bridge by which Merry Street in Motherwell is carried over the old line of the Wishaw and Coltness Railway and terminating at a point immediately on the north side of the before-mentioned railway leading from Netherjohnston Pit to Motherwell Junction three hundred and eighty yards or thereabouts measuring in a southerly direction from Coursington Farm Steading;

- (5) A railway ("Railway No. 5") two furlongs seven chains and three yards or thereabouts in length commencing at the point herein-before described as the point of termination of railway No. 4 and terminating by a junction with the Railway No. 6 next herein-after described at a point thereon two hundred and eighty yards or thereabouts measuring in an easterly direction from Coursington Farm Steading;
- (6) A railway ("Railway No. 6") two miles one furlong six chains and thirteen yards or thereabouts in length commencing by a junction with the before-mentioned main line of railway leading from Glasgow to Carlisle at a point thereon thirty yards or thereabouts measuring in an easterly direction from the mile-post on that railway indicating a distance of eighty-eight miles from Carlisle and terminating by a junction with the old line of the Wishaw and Coltness Railway at a point one hundred and seventy yards or thereabouts measuring in a northerly direction from the northern end of the Jerviston Viaduct;
- (7) A railway ("Railway No. 7") two miles five furlongs one chain and eight yards or thereabouts in length to be called "the Barnton Railway" commencing by a junction with the Granton branch of the Caledonian Railway at a point thereon one hundred and thirty yards or thereabouts measuring in a northerly direction from the bridge carrying the Edinburgh and Queensferry Road over that branch and terminating at a point on the north side of that road and within Barnton Park eighty yards or thereabouts measuring in a northerly direction from the junction of the said road with the public road leading from the village of Cramond past the south entrance lodge of Braehead.

Height and  
span of

6. The Company may make the arches of the bridges for carrying the railways over the roads next herein-after mentioned of any



heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say) :—

A.D. 1890.  
—  
certain  
bridges.

No. on Deposited Plans.	Parish.	Description of Road.	Height.	Span.
34	Bothwell	RAILWAY No. 6. -   Public - -	15	20 feet.
32	Cramond	RAILWAY No. 7. -   Public - -	15	25 feet.

7. The Company may make the roadway over the bridge by which the following road will be carried over the railway of such width between the fences thereof as the Company think fit not being less than the width herein-after mentioned in connexion therewith (that is to say) :—

Width of a  
certain  
roadway.

RAILWAY No. 7.

No. on Deposited Plans.	Parish.	Description of Road.	Width between Fences.
20	Cramond	- - Public - -	30 feet

8. Subject to the provisions in the Railways Clauses Consolidation (Scotland) Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of Railway No. 4 by this Act authorised carry the same with a double line only across and on the level of the road numbered on the deposited plans 43 in the parish of Dalziel but the Company shall provide in connexion with such level crossing proper gates closing alternatively either the road or the railway and interlocked with signals and safety points for each line of rails and shall also provide a footbridge or subway for foot passengers.

As to cross-  
ing a certain  
road on the  
level.

9. The agreement dated the second and fifth days of May one thousand eight hundred and ninety entered into between the Company and the commissioners of police of the burgh of Motherwell as set forth in Schedule A to this Act is hereby sanctioned and confirmed.

Confirming  
agreement  
with the  
commis-  
sioners of  
police of  
Motherwell.

A.D. 1890.

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

10. Where any new portions of road authorised by the provisions of this Act or 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 except where otherwise expressly provided by this Act permanently stop up and cause to be discontinued those portions of existing roads for which such new portions of road are respectively substituted and the sites of any portions of existing roads so stopped up when and 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 (except as aforesaid) 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.

Power to acquire certain lands in the parish of Cambuslang.

11. Subject to the provisions of this Act the Company may enter upon take and use the lands in the parish of Cambuslang and county of Lanark delineated on the deposited plans and described in the deposited books of reference and extending along the north side of the Company's Clydesdale Junction Railway from the termination of Railway No. 2 to a point four hundred and ten yards or thereabouts from Newton Junction measuring in an easterly direction along the Motherwell branch of the Clydesdale Junction Railway. Provided always that the Company shall not enter upon take or interfere with the highway numbered 11 on the deposited plans in the parish of Cambuslang without the consent of the county road trustees of the county of the middle ward of Lanark.

For the protection of the county road trustees of the county of the middle ward of Lanark.

12. For the protection of the county road trustees of the county of the middle ward of Lanark (in this section referred to as "the road trustees") the following provisions shall unless otherwise agreed between the road trustees and the Company apply and have effect:—

(1) Where Railway No. 1 passes over the highway numbered 3 on the deposited plans in the parish of Old Monkland the Com-



pany shall not make the road of any inclination steeper than 1 in 30 on the north side and 1 in 40 on the south side of the bridge and the width of the roadway and the span of the bridge carrying the railway over the road shall be not less than forty feet; A.D. 1890.

- (2) Where Railway No. 1 passes under the highway numbered 9 on the deposited plans in the parish of Old Monkland the Company shall not make the road of any inclination steeper than 1 in 60 on the east side and 1 in 45 on the west side of the bridge and the Company may make the roadway of the said bridge of such width between the fences and on the roadway on the embankments thereof as they think fit not being less than forty-three feet;
- (3) Where Railway No. 1 passes under the highway numbered 18 on the deposited plans in the parish of Old Monkland the Company shall not make the road of any inclination steeper than 1 in 30;
- (4) Where Railway No. 2 passes over the highway numbered 39 on the deposited plans in the parish of Old Monkland the Company shall not make the road of any inclination steeper than 1 in 25 and they may make the arch of the bridge for carrying the railway over the road of any span not being less than twenty-eight feet;
- (5) Where Railway No. 2 passes under the highway numbered 11 on the deposited plans in the parish of Cambuslang the Company shall not make the road of any inclination steeper than 1 in 30 and they may make the roadway of the bridge of such width between the fences as they think fit not being less than thirty feet;
- (6) Where Railway No. 6 passes under the highway numbered 70 on the deposited plans in the parish of Dalziel known as Coursington Road the Company shall in carrying out the proposed alteration construct the altered road of the same width as the present road viz. thirty feet and shall not make the inclination of the said road steeper than 1 in 25 on the west side thereof and on the east side shall make the same of a uniform gradient from the crossing of the railway to a point on the existing road about 66 yards east of such crossing.

**13.** For the protection of the county road trustees of the county of the lower ward of Lanark (in this section referred to as "the road trustees") or their successors in office the following provisions shall notwithstanding anything shown on the deposited plans and

For the protection of the county road trustees of

A.D. 1890.

the county  
of the lower  
ward of  
Lanark.

sections unless otherwise agreed upon between the road trustees and the Company apply and have effect:—

- (1) Where Railway No. 1 passes under the highway numbered 5 on the deposited plans in the parish of Shettleston the Company shall not divert the road but shall carry the same over the railway and they shall make the road and the bridge to carry the road over the railway of such width between the fences and parapets as they think fit not being less than forty feet and the inclination of the road shall be as nearly as possible level on the north side and shall not be steeper than 1 in 20 on the south side of the bridge;
- (2) Where Railway No. 1 passes over the highway numbered 24 on the deposited plans in the parish of Shettleston the Company shall construct the bridge at right angles to the road The span of the bridge shall not be of a less breadth than forty feet and the bridge shall be built to give a clear headway of sixteen feet throughout above the finished surface of the road and the inclination of the road on both sides of the bridge shall not be steeper than 1 in 60;
- (3) The Company shall not take or interfere with the road metal depôt or the highway numbered respectively 4 and 19 on the deposited plans in the parish of Shettleston without the consent in writing of the road trustees;
- (4) The works of the Company in so far as they may interfere with the highways under the management of the road trustees shall be carried out to the reasonable satisfaction of those trustees and in accordance with working plans elevations and specifications to be approved by the surveyor of the road trustees or an engineer to be appointed by them and by the engineer of the Company and in the event of difference the same shall be settled by an engineer to be appointed by the Board of Trade on the application of either party.

Power to  
agree with  
road  
trustees.

14. The Company and the county road trustees of the county of the middle ward of Lanark may enter into and carry into effect agreements and arrangements with respect to the alteration or improvement of any road on adjoining or near to any lands which may be acquired by the Company under the powers of this Act.

Power to  
take servi-  
tudes by  
agreement.

15. 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.

A.D. 1890.

**16.** With respect to any lands which the Company are by this Act authorised to enter upon take and use for the purposes of Railway No. 1 and which are in or under the roadway pavement or footway of any public street road or lane shown on the deposited plans and described in the deposited books of reference the Company shall not be required wholly to take the same or any part of the surface thereof or any cellar vault or other construction therein or thereunder but the Company may appropriate and use without price or consideration the soil sub-soil and under-surface of the roadway pavement or footway of any such street road or lane and if need be they may purchase take and use and the owners of and other persons interested in any such cellar vault or other construction shall sell the same for the purposes of the said railway and no such soil sub-soil or under-surface cellar vault or other construction to be appropriated and used or purchased as aforesaid shall be deemed part of a house or other building or manufactory within the meaning of section ninety of the Lands Clauses Consolidation (Scotland) Act 1845.

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

**17.** 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 and 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 portions only without the Company being obliged or compellable to purchase the whole or any greater portion of such properties the Company

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

A.D. 1890. — always paying for the portions taken by them and making compensation for any damage sustained by the owners of such properties and other persons interested therein by severance 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.

Restrictions on displacing persons of labouring class.

18. (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 which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

(A) They shall have obtained the approval of the Secretary for Scotland to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Secretary for Scotland shall after inquiry deem necessary having regard to the number of persons on or after that date 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. A.D. 1890.

(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 of 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. Provided that the court may if it think fit reduce such penalty.

(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

A.D. 1890. 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 :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for the period of twenty-five years from the date of the scheme 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 during such period of twenty-five years be used exclusively for the purpose of such dwellings and shall be endorsed with notice of this enactment :

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



19. The Company may in the construction of Railway No. 1 deviate from the levels and gradients thereof shown on the deposited sections to such extent as may be found necessary or convenient for accommodating preserving or improving the drainage of or the sewers drains pipes or other works in or under the streets roads lanes pavements footpaths and places through which that railway will be made or for avoiding such sewers drains pipes or other works anything in the Railways Clauses Consolidation (Scotland) Act 1845 to the contrary notwithstanding Provided always that the Company shall make full satisfaction in manner by this Act provided to all parties interested for any damage sustained by them respectively by reason of any deviation under the powers of this section to a greater extent than might have been executed under the powers of that Act.

A.D. 1890.

Special power to deviate from levels on sections as respects Railway No. 1.

20. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of Railway No. 1 it may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if required by the owners and lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :—

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

- (1) At least ten days notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened ;
- (2) Each such notice if given by the Company shall be served in manner prescribed by section eighteen of the Lands Clauses Consolidation (Scotland) Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company ;
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade ;
- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding

A.D. 1890.

that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier he shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building ;

- (5) The cost of the reference shall be in the discretion of the referee ;
- (6) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment ;
- (7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made within six months from the discovery thereof ;
- (8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from liability to compensate under the Lands Clauses Consolidation (Scotland) Act 1845 or under any other Act ;
- (9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Consolidation (Scotland) Act 1845 ;
- (10) Nothing in this section shall repeal or affect the application of the ninetieth section of the Lands Clauses Consolidation (Scotland) Act 1845.

Interference  
with streets.

**21.** Subject to the provisions of this Act the Company may for the purpose of constructing Railway No. 1 (whether the same be shown on the deposited plans as to be constructed in tunnel or otherwise) temporarily cross alter break open stop up or divert any streets roads lanes pavements and footpaths shown on the deposited plans and described in the deposited books of reference and may during such construction use and appropriate any of the streets roads lanes pavements or footpaths so stopped up or diverted and



A.D. 1890.

may also during such construction from time to time break open any such streets roads lanes pavements or footpaths when necessary for the protection or repair of any sewers drains or pipes under the same Provided always that except as in this Act otherwise provided the Company shall not at any one time be entitled to inclose for the construction of Railway No. 1 and the works and operations connected therewith a greater extent of the surface of London Road than fifty feet long by seventeen feet wide with intervals of not less than two hundred yards between each such inclosure within which intervals no inclosure shall be placed (except with the consent of the lord provost magistrates and council of the city of Glasgow) but they shall in no case occupy the pavement or footpath of the streets to a greater width than three feet from the kerbstone and where practicable shall leave a space of ten feet between the inclosure and the building line of the street and no inclosure shall unless with the consent of the Corporation of Glasgow be kept up for a longer period than twelve months under the penalty mentioned in the next following section of this Act and the Company shall not be entitled to use for the display of advertisements or notices the hoardings by which portions of the streets may be so inclosed by them but the occupiers of shops opposite each inclosure and on the same side of the street therewith shall free of charge have the exclusive right subject to the regulation of the city architect to use the same for advertisements and notices in relation to their businesses and in the event of any question arising as to the allocation of such advertising spaces the same shall be disposed of in a summary manner by the city architect whose decision shall be final.

**22.** The Company shall restore the portions of the carriageway and footway of any street road lane pavement or footpath which may be from time to time stopped up by them for traffic for the purposes of the works (other than inclosures made under the provisions of the last preceding section of this Act) within three months from the day upon which such portions shall respectively be so stopped up and they shall be liable to a penalty not exceeding ten pounds for every day after the expiration of the said period during which such portions respectively shall not be so restored and such penalty shall be recoverable with costs in the court of the sheriff of the county of Lanark at Glasgow on summary application by all or any of the proprietors or tenants in that part of the street which is opposite or in the immediate vicinity of the respective portions which shall not be so restored.

For restoration of streets.

A.D. 1890.

For protection of the Corporation of Glasgow and the tramway company.

**23.** For the further protection of the lord provost magistrates and council of the city of Glasgow as a municipal corporation and as trustees or commissioners acting in execution of the several public and local and personal Acts by which any powers jurisdiction or authorities are conferred on them (in this section called "the corporation") and for the protection of the Glasgow Tramway and Omnibus Company Limited and the lessees or workers for the time being of the tramways of the corporation (herein-after referred to as "the tramway company") the following provisions shall as respects Railway No. 1 have effect and be binding on the Company (that is to say) :—

- (A) At least fourteen days before the Company commence any works the execution of which would in any way interfere with or affect any of the roads streets lanes footpaths or public places in the city and royal burgh of Glasgow or which would interfere with or affect the sewers or drains belonging to the corporation or which they have the right of using the Company shall give to the corporation notice thereof in writing accompanied by the necessary plans sections working drawings and specifications showing the manner in which the railway and works are to be executed and also the means to be employed for protecting the said roads streets lanes footpaths public places sewers and drains during the operations of the Company and also the means to be employed for making good any injury or damage to or interference with the said roads streets lanes footpaths public places sewers and drains which plans sections working drawings and specifications shall be subject to the approval of the corporation previously to the works of the Company affecting the said roads streets lanes footpaths public places sewers and drains being commenced Provided always that if the corporation do not within fourteen days after service of such notice on them intimate to the Company their approval or disapproval of the said plans sections working drawings and specifications the Company may thereupon proceed to execute their said works ;
- (B) The Company shall not except as after mentioned without the consent of the corporation open or in any way interfere with the surface of London Road or the pavements or footpaths thereof for the purpose of the construction of Railway No. 1 unless and until they shall to the reasonable satisfaction of the corporation provide for the free passage of the traffic thereon by a temporary carriageway and footpath equal in



A.D. 1890.

extent to the portion of surface so interfered with but for the purpose of providing such temporary carriageway they may open the surface of the said road and the pavements and footpaths thereof between the hours of nine p.m. and seven a.m. of the next lawful day except as herein-after provided with reference to the portions thereof occupied by tramways ;

(c) In every case in which the Company interfere with any street road lane pavement footpath or tramway the Company shall to the satisfaction of the Corporation—

(1) Restore the street road lane pavement footpath or tramway so interfered with by the said works or by subsidence occasioned thereby to its original level ;

(2) Cause the street road lane pavement or footpath to be maintained till properly consolidated ;

(3) Make good the paving and metalling of the street road lane pavement or footpath and wherever necessary cause the street road lane pavement or footpath to be re-paved or re-metalled over their entire width ;

(4) Provide and maintain all requisite communications and accesses for foot passengers to and from the houses and other buildings in the streets roads lanes pavements footpaths or tramways so interfered with and also a portion sufficient for vehicular traffic of the carriageway of London Road ;

(d) Where any part of the Company's property to be acquired under the powers of this Act is situate adjoining to or fronting any footpath the Company shall after the acquisition thereof at all times maintain the portion of any such footpath in so far as the same is adjoining to or fronting any such property or is formed across or under any bridge constructed under the powers of this Act except where the maintenance of such footpath has been or shall hereafter be taken over by the corporation ;

(E) Wherever the railway or works cross pass under or otherwise interfere with any of the lines of the tramways of the corporation whether within or without the municipal boundary of the city of Glasgow or those lines or any of them are interfered with by the operations of the Company the construction of the railway and works so crossing passing under or interfering with any lines of the said tramways shall be conducted under the supervision and with the approval of the corporation and temporary works shall be made for the safe and convenient passage of horses and carriages along and across the streets and



A.D. 1890.

of passengers to and from the foot pavements and carriages and the Company shall from time to time conditionally on their receiving notice of the occurrence as soon as possible after it takes place indemnify the corporation and the tramway company according to their respective rights and interests for any loss damage detention diversion injury loss of traffic or other interference sustained by them respectively by reason of the interruption to or interference with their traffic in consequence of the construction of the railway and works or of the operations of the Company or otherwise including any compensation to passengers servants and others and any damages to plant which the corporation or the tramway company may become liable for or incur in connexion with any accident or injury arising from or in any way attributable to the operations of the Company excepting where such damage or injury shall have been occasioned by the default or neglect of the corporation or the tramway company or of their officers workmen or servants and upon any claim for such compensation or damage being intimated to the Company the Company shall be bound to relieve the corporation or the tramway company of such claim and of all costs and expenses of and incident thereto excepting as aforesaid and except with consent of the corporation and the tramway company any operation of the Company which would cause such interruption or interference shall be conducted between the hours of twelve p.m. and six a.m. of the next lawful day ;

- (F) Wherever the railway or works cross pass under or otherwise interfere with any of the lines of the tramways of the corporation the Company shall during the space of one year from the restoration of the roadway maintain and repair the portion of the tramway lines of the corporation and of the roadway between and within the rails and extending eighteen inches outside of the rails so crossed passed under or otherwise interfered with and the Company shall thereafter bear any additional expense in maintaining or renewing the said lines and roadway occasioned by the construction of the railway ;
- (G) At least two months before the Company commence the construction of any station within the city and royal burgh of Glasgow the Company shall submit to the corporation plans sections and elevations of the booking offices and other buildings and works above ground of the said stations for approval ;
- (H) The Company shall from time to time make all necessary provisions for the ventilation of the railway to the satisfaction



of the corporation and the Company shall not make in any road street or lane or in any public place in which the corporation have interest as aforesaid or in the pavements or footways of any such road street or lane any openings shafts or vents for the purpose of ventilating the railway or for the admission of fresh air except with the consent of the corporation which consent the corporation may at any time recall Except with such consent all openings shafts or vents to be constructed for the purpose of ventilating the railway shall be so constructed as not to discharge between the building lines on the sides of the roads or streets and so as not to hinder or obstruct the traffic of the roads or streets and at such elevation and in such manner as not to occasion a nuisance to the public or to the owners or occupiers of houses or other buildings in any road or street At least two months before the Company commence any ventilating works in the city of Glasgow they shall from time to time give to the corporation notice thereof in writing accompanied by plans sections working drawings and specifications showing the manner in which such ventilating works are proposed to be executed which plans sections working drawings and specifications shall be subject to the approval of the corporation previously to the Company commencing any such ventilating works and if at any time after such plans sections working drawings and specifications have been so approved of or if at any time after any such ventilating works have been made the corporation require alterations to be made therein or new ventilating works to be made the Company shall from time to time make such alterations or new ventilating works and shall previously submit new plans sections working drawings and specifications to the corporation and such altered or new ventilating works shall be made only in accordance with plans sections working drawings and specifications to be subject to the approval of the corporation Provided always that the corporation shall not underlie any obligation whatever in respect of any ventilating works which may be prescribed or approved of by them ;

- (1) Nothing in this Act contained shall prevent the corporation at any future time from carrying out any public improvement or any alterations developments or extensions of the existing or contemplated works in connexion with any department including tramways administered by them either above or below the level of the railway and wherever the same are or but for the construction of the railway might have been carried

A.D. 1890.

across the railway the Company shall pay to the corporation any additional expense which the corporation may reasonably incur or be put to in the carrying out of the same by reason of the making or maintaining of the railway and works or by any of the operations of the Company nor shall anything in this Act entitle the Company to any compensation for any damage occasioned by such operations of the corporation unless such damage shall have been occasioned by the default or neglect of the corporation ;

(J) Where any of the works to be executed under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the corporation or shall or may in any way affect the sewerage or drainage of the district under their control the Company shall make good any damage which may be done by their operations to any of the sewers and shall clean out the same should they get silted up in consequence of any of the operations of the Company during or after the construction of the Company's works and shall provide by new altered or substituted works including outfall sewers in such manner as the corporation may deem necessary (and for the construction of which they shall be bound to afford all reasonable facilities and communicate their powers so far as necessary) for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the said intended works or any part thereof and shall save harmless the corporation against all and every the expense to be occasioned thereby and all such works may be done by or under the direction superintendence and control of the corporation at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses thereby occasioned shall be paid by the Company on demand and if any dispute shall arise as to the amount of such costs charges and expenses the same shall be settled as herein-after provided and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges and expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the corporation as any sewers or works now or hereafter may be ;

(K) The Company shall pay to the corporation the costs and expenses which they may reasonably incur or be put to in



superintending the works authorised by this Act or with reference to any of the matters aforesaid ; A.D. 1890.

- (L) The Company shall so far as practicable and consistent with the proper carrying out of their undertaking use coke only for any steam or other engine used by them in the construction of the railway or other works under public streets within the city and royal burgh of Glasgow and otherwise the Company shall be bound to use such engines so as not to be offensive or to cause a nuisance to the neighbourhood ;
- (M) The special provisions herein contained for the protection of the corporation shall not be deemed to supersede or dispense with the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 but these except in so far as they may be inconsistent with any of the special provisions herein contained shall be and remain in full force and effect ;
- (N) If the corporation and the Company shall differ upon or with reference to any plans elevations sections or other particulars which under the provisions herein-before contained are to be delivered by the Company to the corporation or as to the mode of carrying out the same or as to any other matter or thing arising out of the said plans elevations sections or particulars or any of the provisions of this and the two next preceding sections of this Act every such difference shall on the application of the Company or of the corporation be referred to the determination of an arbitrator to be mutually agreed upon by the corporation and the Company before the construction of the railway and works are commenced and failing such agreement as may be appointed on the requisition of either of them by the Board of Trade and such arbitrator shall have power to determine the matter in difference and the costs of and incidental to the reference shall be paid by the Company In the event of the death incapacity or failure to act of the arbitrator so appointed and the corporation and the Company failing to agree as to another arbitrator the Board of Trade shall as often as occasion requires appoint another arbitrator in room and place of the arbitrator previously appointed as aforesaid.

24. Whereas the mains and pipes of the Commissioners acting under the Glasgow Corporation Waterworks Act 1855 (in this Act called " the water commissioners ") and the mains and pipes of the lord provost magistrates and council of the city of Glasgow acting under the Glasgow Corporation Gas Act 1869 (in this section called " the corporation ") are laid along and across various roads and

Protecting  
Glasgow  
water and  
gas pipes.

A.D. 1890. streets in which Railway No. 1 by this Act authorised will be constructed and it may be necessary for the purposes of this Act to interfere with and alter or divert the said mains and pipes or to substitute others therefor And whereas the inhabitants of the city of Glasgow are supplied with water by the water commissioners by means of certain of the said mains and pipes and with gas by the corporation by means of other of the said mains and pipes And whereas it is expedient that provision be made for preventing any interruption of the supply of water by the water commissioners and of the supply of gas by the corporation to the inhabitants of the said city Therefore the following provisions in that behalf shall be binding on the Company and have full effect (that is to say):—

(A) At least fourteen days before the Company commence any works the execution of which would in any way interfere with or affect any of the said mains or pipes they shall give to the water commissioners or to the corporation as the case may be notice thereof in writing accompanied by plans and sections working drawings and specifications showing the manner in which the railway or works are to be executed at the points of crossing respectively which shall include all beams girders troughs culverts and masonry which may be necessary for conveying supporting and protecting the existing mains or pipes of the water commissioners or of the corporation and any additional mains or pipes which may have been laid by the water commissioners or by the corporation under the powers of their existing Acts together with all scour pipes air valves and stop valves which may be rendered necessary by the operations of the Company and also the means where any are required of supporting diverting or protecting the mains or pipes during the operations of the Company which plans and sections shall be approved of by the engineers of the water commissioners and of the corporation respectively previously to the works of the Company affecting such mains or pipes being commenced or in the event of any difference of opinion between the said engineers and the engineer of the Company such difference shall be settled by the arbitrator to be appointed in the manner provided in the immediately preceding section of this Act and subject to the provisions as to costs therein contained ;

(B) Before any mains or pipes are in any way interfered with to the effect of interrupting the supply of water or gas through the then existing mains or pipes there shall be laid down mains or pipes of dimensions not less than the mains or pipes which



are to be so interfered with and having junctions at each end thereof with the then existing mains or pipes so as to provide for the uninterrupted supply of water or gas for all purposes during the execution of the works as fully and freely as if the then existing mains and pipes were not interfered with. Provided always that the Company may permanently alter or divert the said mains or pipes or provide new or substituted mains or pipes therefor in such manner as the water commissioners or the corporation as the case may be may reasonably direct (and for the construction of which they shall be bound to afford all reasonable facilities and communicate their powers so far as necessary) for the proper protection of and for preventing injury or impediment to the said mains or pipes by or by reason of the said intended works or any part thereof and when any new altered diverted or substituted mains or pipes as aforesaid shall be completed under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the water commissioners or the corporation as the case may be as any mains or pipes now or hereafter may be and nothing in this Act shall except as herein-before provided extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the water commissioners or the corporation as the case may be but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed ;

A.D. 1890.

- (c) When the mains and pipes so interfered with are replaced and the roadways over the same are made good any temporary mains or pipes which may have been inserted shall be disconnected from the then existing mains or pipes and when the full and free flow of water or gas for all purposes through the mains or pipes so replaced shall be restored such temporary mains and pipes may be removed ;
- (d) The works approved of by the engineers of the water commissioners and of the corporation or such arbitrator so far as necessary for conveying supporting diverting or protecting during the operations of the Company any of the works or water supply of the water commissioners or of the works or gas supply of the corporation shall be executed by the water commissioners or the corporation and all permanent alterations or diversions of the said mains or pipes and new or substituted mains or pipes as the case may be or by such persons as they respectively shall think fit and under the sole direction of their engineers respectively and during the progress of those works



A.D. 1890.

the said engineers may if they think fit execute any incidental works which they deem requisite for the protection of the water commissioners or of the corporation in accordance with this section ;

(E) If the water commissioners or the corporation for ten days next after the day named in the notice served by the Company for the commencement of the works interfering with or affecting the said mains or pipes or any of them or for ten days after such later day as the Company by notice in writing to the water commissioners or to the corporation may have named for commencing the works fail to commence or at any time thereafter fail to proceed with reasonable despatch in the execution of the works the Company at their own expense may remove alter divert or otherwise interfere with the said mains or pipes or any of them either permanently or temporarily or provide new or substituted mains or pipes as aforesaid in such manner and to such extent as they deem necessary (and for the construction of which the water commissioners or the corporation as the case may be shall be bound to afford all reasonable facilities and communicate their powers as aforesaid) and may execute all such other works as they deem requisite for preventing any interruption to the supply of water by the water commissioners or to the supply of gas by the corporation ;

(F) The Company shall pay to the water commissioners and to the corporation respectively the amount of all reasonable costs charges and expenses incurred by the water commissioners or by the corporation in or about or in any way relating to the works so executed by them including a reasonable sum as remuneration to their respective engineers for their services in that behalf but under deduction of the value of the pipes connexions and valves superseded by the said works and the Company shall indemnify the water commissioners and the corporation and save them harmless from and against the consequences of any damage or injury done by the leakage or bursting or injuring of the said mains or pipes or any of them occasioned by the construction of the railway or otherwise by the works of the Company ;

(G) The water commissioners or the corporation shall not be liable for any damage or injury done to the works of the Company or to any of the roads or streets crossed by the railway or otherwise howsoever by reason of any of the works executed by them under this section or consequent on the



execution thereof excepting where such damage or injury shall have been occasioned by the default or neglect of the water commissioners or of the corporation or of their respective agents officers workmen or servants and the Company shall indemnify the water commissioners and the corporation and save them harmless from and against the consequences of all such damages or injury excepting as aforesaid ;

A.D. 1890.

- (H) If at any time any accident shall occur to the mains and pipes belonging to the water commissioners or to the corporation at or near any of the said points where the same are interfered with by the Company and in respect of which accident it may be necessary to interfere with any of the works of the Company it shall be lawful for the water commissioners or the corporation immediately to repair the said mains or pipes in such manner as to occasion as little delay and inconvenience as may be to the traffic of the railways of the Company Provided always that the water commissioners or the corporation shall either before or as soon as practicable after the commencement of such repair give notice thereof to the Company Provided also that it shall be lawful for the Company on the occurrence of any such accident to repair any damage that may be thereby caused to the railway so far as the same can be repaired without interrupting the repair of the said mains or pipes ;
- (I) The water commissioners or the corporation shall not be liable for any loss or damage which may happen to the railway or works connected therewith or to the rolling stock used or to the passengers or goods conveyed upon the railway by reason of any accident which may at any time happen to the said mains or pipes at or near any of the said points of crossing nor for any loss or damage to the Company arising from the stoppage or loss of traffic on the railway during the repair of the said mains or pipes which may be necessary in consequence of such accident but the Company shall indemnify and save them harmless from and against the consequences of such damage stoppage or loss ;
- (J) Nothing in this Act shall prevent the water commissioners or the corporation from laying from time to time as they think proper additional pipes for the purposes of the said water or gas supply along or across and within the area of the said streets and roads where the same are occupied by the railway and the water commissioners or the corporation shall not be liable for any damage to the railway or works connected there-

A.D. 1890.

with or for any stoppage of the railway or loss of traffic thereon that may be caused by the laying of such additional pipes at or near the said points of crossing but the Company shall indemnify them and save them harmless from and against the consequences of such damage stoppage or loss and the water commissioners or the corporation shall give to the Company twenty-one days notice in writing accompanied by plans sections and specifications showing the manner in which such additional pipes are to be laid before commencing the laying of such additional pipes and shall complete the same with all reasonable despatch. Provided always that the Company shall be entitled to execute such works as they may think necessary to secure the railway from injury and prevent interruption to the traffic thereon during the laying of such additional pipes but so that such works shall not interrupt the laying of those pipes. Provided also that the works necessary for laying such additional pipes by the water commissioners or the corporation along or across the works of the Company and the works necessary to secure the railway and the traffic thereon from damage or interruption as aforesaid shall be made and completed according to a plan to be approved of previously to the commencement of any such works by the engineers for the time being of the water commissioners or the corporation and of the Company respectively or in case of difference between them then according to a plan to be so approved of by the arbitrator to be appointed in the manner provided in the immediately preceding section of this Act and under the provisions thereof as aforesaid ;

(K) Should it be necessary for the Company to interfere with or alter any road or street in which any main or pipe of the water commissioners or of the corporation is or may be laid or to interfere with any of the said mains or pipes the Company shall be bound to leave not less than three feet of covering from the surface of the road over every main or pipe so altered or interfered with or to provide special protection for the said mains or pipes to the reasonable satisfaction of the engineers of the water commissioners or the corporation ;

(L) Whereas the water commissioners in connexion with the extension of their works authorised by the Glasgow Corporation Waterworks Act 1885 propose to lay a 36-inch main in that portion of London Road extending from Dalmarnock Street westwards to Mordaunt Street under which road the railway is intended to be formed the Company shall be bound to lower



the rails of the railway as shown on the deposited plans and sections to such an extent as will admit of the said 36-inch main being laid in the said portion of London Road and that in such a manner as will leave not less than three feet of covering over the main from the surface of said street; A.D. 1890.

(M) Whereas the Company propose to form the railway at such a level that there may be difficulty occasioned to the water commissioners carrying branch mains or pipes across the railway the Company shall if and so often as such difficulty may arise be bound to afford the water commissioners every facility in carrying such branch mains or pipes across the railway either through the arches or between the girders to be constructed in connexion with the railway;

(N) The special provisions herein contained for the protection of the water commissioners and the corporation shall not be deemed to supersede or dispense with the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 sections eighteen to twenty-three both inclusive but those provisions respectively except in so far as they may be inconsistent with any of the special provisions herein contained shall be and remain in full force and effect.

25. Subject to the provisions of this Act and upon lands belonging to the Company or which they may have obtained right to use for that purpose the Company may make and shall for ever after maintain all requisite openings shafts or vents for the purpose of ventilating Railway No. 1 and may provide and work ventilating fans in connexion therewith and in connexion with any openings shafts or vents that may be or may have been constructed for the purpose of ventilating the railways authorised by the Glasgow Central Railway Act 1888 and may for the purposes of such openings shafts or vents or for other purposes in the construction of the railway break up alter interfere with and divert all sewers drains pipes and other works and also subject to the provisions of the Telegraph Act 1878 any telegraph wires and works connected therewith which may impede the construction or use of the railway or of the said openings shafts or vents Provided that in the exercise of the powers conferred by this section the Company shall do as little damage as possible and shall in all cases provide sufficient substitutes for any sewers drains or pipes so interfered with Provided further that nothing in this section shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electric Lighting Acts 1882 and 1888 to which the provisions of section fifteen of the former Act apply

Providing  
for ventila-  
tion of  
railways.



A.D. 1890. — except in accordance with and subject to the provisions of that section.

Power to enter into agreements for widening streets.

**26.** Where any lands which the Company may require to purchase for the purposes of the undertaking but which will not remain necessary parts thereof can be advantageously used for widening improving or extending any streets the Company and the local authorities or other persons having the charge or management of such streets may enter into agreements for such widening improvement or extension and the Company and the persons from whom such lands may be acquired may enter into agreements for affording to such persons access to and the right to use such streets.

Company not bound to carry manure.

**27.** Nothing contained in this Act shall make it compulsory on the Company to carry or shall authorise any other Company or person to carry on the railways any nightsoil dung or other offensive matter.

Lands for extra-ordinary purposes.

**28.** 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 five acres in addition to the lands which they are authorised by this Act to take compulsorily and by any other Acts to take compulsorily or acquire by agreement but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land taken by them under the powers of this section.

Period for compulsory purchase of lands.

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

Confirming agreement with the Highland Railway Company.

**30.** The agreement dated the second and tenth days of October one thousand eight hundred and eighty-nine entered into between the Company and the Highland Railway Company with respect to certain lands lying along the west side of the main line of the Scottish North-eastern Railway between the Glasgow Road and the Dovecotland Bridges and conveyed by the Scottish North-eastern Railway Company to the predecessors of the Highland Railway Company in pursuance of an agreement dated the twenty-second twenty-fifth and twenty-eighth days of February and eighth day of March one thousand eight hundred and sixty-one as set forth in Schedule (C) to this Act is hereby sanctioned and confirmed and shall be binding upon the said companies respectively.



**31.** The agreement as set forth in Schedule (D) to this Act between the Company and the Solway Junction Railway Company (herein-after called "the Solway Company") extending and varying certain heads of agreement dated the twenty-second day of March one thousand eight hundred and sixty-seven scheduled to and confirmed by the Caledonian Railway (Abandonment &c.) Act 1869 is hereby sanctioned and confirmed and shall be binding upon the said companies respectively. Provided always that in the event of the Solway Company exercising the option contained in sub-section (2) of article fifth of the said agreement the Company shall surrender the sixty thousand pounds of preference shares of the Solway Company now held by them and shall receive from the Solway Company in lieu thereof ordinary shares or stock of the like amount and the certificate for such preference shares shall be delivered up to the Solway Company and shall be cancelled by them and certificates for the ordinary shares or stock substituted therefor shall in exchange be issued to the Company by the Solway Company.

A.D. 1890.

Confirming agreement with the Solway Junction Railway Company.

**32.** The Company may from time to time 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 three hundred thousand 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 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.

Power to raise additional capital.

**33.** 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.

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



A.D. 1890.

And to  
form part  
of capital  
of Company.  
Dividends  
on new  
shares or  
stock.

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

**35.** 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.

**36.** 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.

**37.** 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.

Power to  
borrow for  
purposes of  
this Act.

**38.** The Company may in respect of the additional capital of three hundred thousand pounds which they are herein-before authorised to raise from time to time borrow on mortgage of their undertaking any sums not exceeding in the whole one hundred thousand 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 and the whole amount of the stock in the said capital 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.

A.D. 1890.

**39.** The mortgagees of the Company under this or any previous Act may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a judicial factor In order to authorise the appointment of a judicial factor in respect of arrears of principal the amount owing to the mortgagees by whom the application for a judicial factor is made shall be not less than ten thousand pounds in the whole.

Arrears may be enforced by the appointment of a judicial factor.

**40.** 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.

Power to create debenture stock.

**41.** 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.

Existing mortgages to have priority.

**42.** 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.

Application of moneys.

**43.** The Company may apply towards the purposes authorised by this Act or any of them to which capital is properly applicable

Company may apply to purposes



A.D. 1890.

of this Act  
funds not  
required  
for other  
purposes.

Period for  
completion  
of railways.

Penalty  
imposed  
unless the  
railways are  
opened  
within the  
time limited.

Application  
of penalties.

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.

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

**45.** If the Company fail within the period limited by this Act to complete any of the railways 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 the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per cent. 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 the Treasury and in the same manner as the penalty provided in section three 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 of the Queen's and Lord Treasurer's Remembrancer on behalf 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.

**46.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "Edinburgh Gazette" shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the said railways respectively 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 so 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 the Treasury and be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

A.D. 1890.

47. The Company may demand and take in respect of the use of the railways by this Act authorised to be made (excepting Railway No. 1) or any of them or any part thereof and of carriages and engines thereon and of accommodation and services provided by the Company in connexion therewith any tolls rates and charges not exceeding the tolls rates and charges (as the same may be modified under the provisions of the Railway and Canal Traffic Act 1888) which the Company are by the Caledonian Railway (Lanarkshire and Midlothian Branches) Act 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 of accommodation and services provided by the Company in connexion therewith and in respect of Railway No. 1 or any part thereof and of carriages and engines thereon and of accommodation and services provided by the Company in connexion therewith any tolls rates and charges not exceeding the tolls rates and charges authorised by the Glasgow Central Railway Act 1888 (as the same may be modified as aforesaid) in respect of the use of the railways thereby authorised to be made and of carriages and engines thereon and of accommodation and services in connexion therewith Provided that all 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.

Tolls.

A.D. 1890.

Interest not  
to be paid  
on calls  
paid up.

**48.** 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.

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

Provision as  
to general  
Railway  
Acts.

**50.** 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.

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



**SCHEDULES** referred to in the preceding Act.

---

A.D. 1890.

**SCHEDULE (A).**

---

MINUTE OF AGREEMENT between the CALEDONIAN RAILWAY COMPANY (herein-after called "the Company") of the first part and the COMMISSIONERS OF POLICE of the BURGH OF MOTHERWELL in the county of Lanark (herein-after called "the Commissioners") of the second part.

WHEREAS the Company have this session introduced a Bill into Parliament intituled "A Bill for enabling the Caledonian Railway Company to make " and maintain certain Railways and other works and take lands in the " Counties of Lanark and Midlothian and to raise additional money for " confirming certain agreements and for other purposes" by which Bill it is proposed to authorise the Company to make and maintain inter alia the Railways Nos. 4 5 and 6 described in clause fifth of the said Bill And whereas it is proposed to take power in said Bill for Railway No. 4 of said Bill crossing Park Street in the burgh of Motherwell on the level and for Railway No. 6 of said Bill passing across the public park belonging to the Commissioners And whereas the Commissioners petitioned against the said Bill but the objections stated by them to the said railways have been obviated by an arrangement come to between the parties Therefore the parties hereto agree as follows videlicet:—

First The Company shall when required by the Commissioners erect a footbridge over Railway No. 4 of said Bill where it crosses Park Street in said burgh The Commissioners shall provide whatever ground may be required for the site of the said bridge the Company paying to the Commissioners in respect thereof a sum not exceeding one hundred pounds sterling In respect of the obligation contained herein the Commissioners consent to the said railway crossing Park Street on the level Said bridge shall be maintained by the Company.

Second The Company shall also erect and maintain at a point to the south of the said level crossing a footbridge over their main line of railway so as to connect Park Street and Brandon Street in said burgh and towards the cost thereof the Commissioners shall contribute to the Company the sum of three hundred and fifty pounds sterling on said bridge being erected.

Third The Company in constructing Railway No. 6 of said Bill shall carry the same so far as it passes across the public park belonging to the Com-

A.D. 1890. missioners on a viaduct as shown on the plans deposited in Parliament in connexion with said Bill.

Fourth In respect of this agreement the Commissioners agree to withdraw their petition against the Bill.

Fifth This agreement is made subject to the sanction of Parliament and to such alterations as Parliament may think fit to make thereon but if any such alteration be made on this agreement which in the opinion of Herbert Clifford Saunders Esquire Q.C. whom failing of Richard Burdon Haldane Esquire Q.C. M.P. is material either of the parties may withdraw therefrom In witness whereof these presents written on this and the preceding page of stamped paper by Alexander James Mackenzie clerk to the said Caledonian Railway Company in their solicitor's office in Glasgow are executed in duplicate as follows viz. :—They are subscribed by John Colville iron and steel manufacturer Motherwell chief magistrate of the burgh of Motherwell and James Burns solicitor Motherwell clerk to the said Commissioners as authorised by and on behalf of said Commissioners both at Motherwell on the second day of May eighteen hundred and ninety before these witnesses Thomas Wyse secretary Lanarkshire Christian Union Motherwell and David Cameron apprentice to said James Burns and they are also sealed with the Common Seal of the said Caledonian Railway Company and subscribed for and on behalf of that Company by Sir James King and John Cowan two of the directors and by Archibald Gibson their secretary all at Glasgow on the fifth day of said month of May and year last mentioned before these witnesses John Johnstone Haining and John Tully Clarke both clerks to the said Caledonian Railway Company in their secretary's office in Glasgow.

J. J. HAINING Witness.  
J. TULLY CLARKE Witness.

T. WYSE Witness.  
D. CAMERON Witness.



JAMES KING Dr.  
JOHN COWAN Dr.  
ARCH. GIBSON Sec.

JOHN COLVILLE Chief  
Magistrate.  
JAMES BURNS Clerk to said  
Commissioners.



A.D. 1890.

Lands buildings and manufactories of which portions may be taken without taking the whole.

## RAILWAY No. 1.

Parishes.	Nos. on Deposited Plans.
Calton - - - - -	38, 39, 40, 41, 42, 43, 44, 45, 66.
Shettleston - - - - -	2.
Old Monkland - - - - -	15, 16.

**SCHEDULE (C).**

MINUTE OF AGREEMENT between the CALEDONIAN RAILWAY COMPANY  
incorporated by Act of Parliament of the first part and the  
HIGHLAND RAILWAY COMPANY incorporated by Act of Parliament  
of the second part.

WHEREAS by an agreement dated twenty-second twenty-fifth and twenty-eighth February and eighth March eighteen hundred and sixty-one entered into between the Scottish North-eastern Railway Company (in whose right the first party hereto now stand) on the first part and the Honourable Thomas Charles Bruce Number three Saint James Street London and others three of and as authorised by the Provisional Committee of the Inverness and Perth Junction Railway Company for themselves and on behalf of the said company (in whose right the second party hereto now stand) on the second part it was (among others) by article sixth covenanted contracted and agreed that the said Scottish North-eastern Railway Company should give over and convey to the Inverness and Perth Junction Railway Company and the latter company should accept thereof on the (the) terms therein-after mentioned the ground belonging to the Scottish North-eastern Company lying along the west side of the Scottish North-eastern main line of railway between the Glasgow Road and the Dovecotland Bridges with the exception of a stripe of the breadth of fifteen feet which was to be retained lying along

A.D. 1890. the down line of the Scottish North-eastern Railway north of the engine shed as such ground is shown on a plan annexed to said agreement and signed as part of the same the area of the ground shown on said plan being two acres and twenty-six poles and the Scottish North-eastern Railway Company was also to give to the Inverness and Perth Junction Railway Company all the works which might then be on the said ground to be given over and conveyed to them at the time when possession was given together with the Scottish North-eastern Railway Company's rights in two arches of the Glasgow Road Bridge (shown on the said signed plan) and all this was to be done on the terms in said article sixth of said agreement narrated and set forth and more particularly that the said Inverness and Perth Junction Railway Company were to pay for the said ground so to be given over and conveyed to them a yearly feu-duty of one hundred pounds sterling payable half-yearly beginning the first term's payment at Martinmas eighteen hundred and sixty-four as the said agreement which contains sundry other clauses and provisions and to which reference is here particularly made in itself more fully bears :

And whereas the plan signed as relative to the said agreement was inaccurate inasmuch as the said plan contained about twenty-four poles of ground which did not then belong to the Scottish North-eastern Company and the said company had before that time also agreed to give the Earl of Kinnoull a right of way across a piece of the said ground thirty feet in width adjoining the Glasgow Road and extending to thirty poles or thereby to enable him to reach the said Glasgow Road from his other lands and vice versa :

And whereas the Highland Railway Company or their predecessors did not make any use of the foresaid two pieces of ground extending to twenty-four poles and thirty poles respectively for a number of years but in the year eighteen hundred and seventy-five the mistake made by the Scottish North-eastern Railway Company and the promoters of the Inverness and Perth Junction Railway Company with regard to the ownership thereof was discovered and a correspondence thereupon took place between the officers of the Highland Railway Company and the officers of the Caledonian Railway Company on the subject :

And whereas a settlement with regard to the matters above set forth was come to between the Caledonian Railway Company and the Highland Railway Company which is contained in a letter dated eighth January eighteen hundred and seventy-six addressed by Andrew Dougall secretary of the latter company to the now deceased James Kerr the solicitor of the former company and another letter dated seventeenth February eighteen hundred and seventy-six addressed by the said James Kerr to the said Andrew Dougall by which letters the said Highland Railway Company agreed to give back to the said Caledonian Railway Company said twenty-four poles of ground and to allow to the Earl of Kinnoull without challenge from them a right of way across the foresaid stripe of ground to enable him to reach the Glasgow Road from his other lands and on the other hand the said Caledonian Railway Company agreed to reduce in the future the annual feu-duty above mentioned from one hundred pounds to ninety pounds per



annum the terms of which agreement were carried out by the parties till the year eighteen hundred and eighty-six when the said Andrew Dougall on behalf of the Highland Railway Company made certain other claims against the said Caledonian Railway Company for alleged over payments of feu-duties made by the former to the latter their liability for which the Caledonian Company disputed and George Graham the chief engineer of the Caledonian Railway Company made a claim against the Highland Railway Company for the rent of a portion of siding ground belonging to the Caledonian Company and used by the Highland Company as an access to their engine sheds since Martinmas eighteen hundred and sixty-four their liability for which to the amount claimed was disputed by the said Highland Railway Company and all which portions of ground above referred to are delineated and shown on the plan which is signed (in duplicate) by the parties as relative hereto :

A.D. 1890.  
—

And whereas in order to have the whole of the above-mentioned questions and differences between the Caledonian Railway Company and the Highland Company finally disposed of and amicably settled the parties have now agreed with each other as under written :

Therefore the said Caledonian Railway Company and the said Highland Railway Company do hereby agree and bind themselves to and with each other as follows :—

First—For and in respect of (first) the land extending to twenty-four poles above mentioned agreed to be conveyed by the Scottish North-eastern Railway Company as aforesaid to the Inverness and Perth Junction Railway Company the second party now renounce in favour of the first party hereto all right and claim thereto and therein (second) the right of way agreed to be given by the second party hereto to the Earl of Kinnoull across the foresaid stripe of ground of thirty feet in width and extending to thirty poles running along the north side of the Glasgow Road so far as the second party to the present agreement have right and interest therein the first party now agree to allow a permanent deduction from the foresaid yearly feu-duty of one hundred pounds payable to them and that to the extent of thirty pounds per annum the said deduction to commence as from the term of Whitsunday eighteen hundred and eighty-six making the amount of the yearly feu-duty payable as from that term seventy pounds yearly in all time thereafter This deduction of thirty pounds per annum from said feu-duty of one hundred pounds yearly is made and accepted in full satisfaction of all claims and demands of every kind competent to the second party hereto in the whole premises.

Second—The second party hereto shall give to the Earl of Kinnoull and his successors in so far as the same affects their ground and that in perpetuity the foresaid right of way across the foresaid stripe of ground of thirty feet in width running along the north side of the Glasgow Road.

Third—The first party hereto hereby pass from and waive all their claims for rent for and in respect of the foresaid portion of siding ground belonging to them and used by the second party as an access to their engine sheds as for the period from Martinmas eighteen hundred and sixty-four to Whitsunday eighteen hundred and eighty-nine.



A.D. 1890.

Fourth—Both parties to this agreement agree to execute and deliver to and in favour of each other or to or in favour of the Earl of Kinnoull or his successors all (all) discharges conveyances and deeds of servitude and others requisite and necessary for carrying this agreement into effect.

Lastly—The said Caledonian Railway Company and the said Highland Railway Company bind and oblige themselves respectively to implement and fulfil their respective parts of the premises the one party to the other under the penalty of one hundred pounds sterling to be paid by the party failing to the party observing or willing to observe their part of the same over and above performance.

In witness whereof these presents (whereof a duplicate has been duly executed by the parties hereto) written on this and the four preceding pages of stamped paper by William Mackay Sutherland clerk to the said Caledonian Railway Company in their solicitor's office in Glasgow (the word "eighth" occurring in the forty-first line of page second and the words "seventeenth February" occurring in the second line of page third are partly written on erasures) are along with the said annexed relative plan sealed with the common seal of the said Highland Railway Company and subscribed for and on behalf of that company by George Kynoch and Alexander Henderson two of the directors and Andrew Dougall the secretary of said company all at Inverness on the second day of October eighteen hundred and eighty-nine before these witnesses William Gowenlock assistant secretary and accountant and John Martin clerk both to said Highland Railway Company in their head offices in Inverness and these presents and the said annexed relative plan are sealed with the common seal of the said Caledonian Railway Company and subscribed for and on behalf of that company by Hugh Brown and John Cowan two of the directors and Archibald Gibson secretary all of said company at Glasgow on the tenth day of said month of October and year last mentioned before these witnesses John Johnstone Haining and John Tully Clarke both clerks to the said Caledonian Railway Company in their secretary's office in Glasgow.

Seal of the  
Caledonian  
Railway  
Company.

HUGH BROWN Dr.  
JOHN COWAN Dr.  
ARCH. GIBSON Sec.

J. J. HAINING Witness.

J. TULLY CLARKE Witness.

Seal of the  
Highland  
Railway  
Company.

GEORGE KYNOCH Dr.  
ALEX. HENDERSON Director.  
AND. DOUGALL Secretary.

WM. GOWENLOCK Witness.

JNO. MARTIN Witness.



SCHEDULE (D).

---

A.D. 1890.

---

THIS AGREEMENT entered into and executed by and between the CALEDONIAN RAILWAY COMPANY incorporated by the Caledonian Railway Act 1845 (herein-after called "the Caledonian Company") of the first part and the SOLWAY JUNCTION RAILWAY COMPANY incorporated by the Solway Junction Railway Act 1864 (herein-after called "the Solway Company") of the second part.

WITNESSETH that whereas by heads of agreement dated the twenty-second day of March one thousand eight hundred and sixty seven entered into by the parties hereto it was inter alia agreed that the Caledonian Company should subscribe and pay towards the capital of the Solway Company the sum of sixty thousand pounds sterling (which sum was subscribed and paid by the said company) and should receive therefor shares or stock of the Solway Company bearing a preferential dividend of five per cent. per annum (which dividend was by and subject to the provisions of the Solway Junction Railway Act 1873 reduced to four per cent. per annum) and the Caledonian Company should work the railways of the Solway Company for the period and on the terms and conditions therein specified :

And whereas the Caledonian Company have under the powers given them by the Solway Junction Railway Act 1882 accepted in lieu of a further thirty thousand pounds of shares in the capital of the Solway Company an equal amount of First Debenture Stock created under the said Act of 1882 :

And whereas the said heads of agreement were scheduled to and confirmed by the Caledonian Railway (Abandonment &c.) Act 1869 and it was provided thereby that the said heads should be thereafter embodied in a more formal agreement to be executed by the parties which has not hitherto been done :

And whereas by the Solway Junction Railway Act 1867 running powers were conferred on the Solway Company and all other companies lawfully using the railway of the Solway Company over a portion of the Carlisle and Silloth Bay Railway of the North British Railway Company which running powers are exercised by the Caledonian Company in working the railways of the Solway Company :

And whereas the parties hereto have by memorandum of agreement dated the twenty-first May one thousand eight hundred and eighty-nine made certain variations on and alterations of the said heads of agreement and have agreed now to enter into a formal agreement in the terms after written  
Therefore—

First The Caledonian Company shall during the currency of this agreement work and maintain the railways of the Solway Company between Brayton and Annan including the Shawhill branch for fifty per cent. of the

Working and  
maintenance. }



A.D. 1890. — gross traffic receipts effeiring to the Solway Company (cartages and expenses of collection and delivery of goods and parcels and passenger duty and rent of Brayton Station being first deducted) and the Caledonian Company shall appoint and pay all necessary staff and provide a sufficient quantity of rolling stock of a quality equal to what they use in working the traffic upon their own main line and shall run such a number of passenger and other trains over the lines of the Solway Company as may be agreed upon between the two companies and failing agreement as shall be settled by arbitration as herein-after mentioned but it shall be in the power of the Solway Company to call upon the Caledonian Company at any time to run an additional train or trains which the Caledonian Company shall do leaving it to be settled by arbitration in case of difference whether such additional train or trains are necessary or required for the proper conduct and development of the traffic of the Solway Company and if not found by the arbitrator to be so necessary or required the Solway Company shall be bound to pay to the Caledonian Company the expense of running such train or trains as the same may be agreed upon or failing agreement as the arbitrator may decide.

Joint committee.

Second (1) There shall be a joint working committee consisting of two members from each board which shall manage the traffic on the Solway lines and subject to the provisions of subsection two of this article shall fix—

- (A) The local rates and fares between stations and places on the Solway lines ;
- (B) The through rates and fares between stations and places on the two companies lines ;
- (C) The through rates and fares between stations and places on the Solway lines and the lines of other companies.

(2) The Caledonian Company shall have the right to fix the through rates for all goods and mineral traffic passing over the whole Solway main line between Brayton and Annan viâ Kirtlebridge to or from stations and places on or beyond the Caledonian Railway (including lines owned leased or worked by the Caledonian Company) from or to Brayton or beyond but shall not fix through rates to or from stations or places on the Glasgow and South-western Railway or on the North British Railway to or from which the Caledonian Company cannot conveniently carry traffic.

(3) The chairman of the Joint Working Committee shall in each year be a director of one of the two companies alternately and shall have only a deliberative vote and not a casting vote and in the case of equality of votes any dispute shall be settled by arbitration as herein-after provided.

Division of rates and fares.

Third (1) In the division of through rates and fares terminals shall first be deducted and (except where the proportions are fixed by agreement) the residue divided by mileage an extra mileage proportion equal to two miles being allowed to the Solway Company in respect of all traffic passing over the Solway viaduct and monthly settlements of traffic and working expenses shall be made between the two companies within one week after the Clearing House accounts are received by the Caledonian Company The terminal charges shall be those which are from time to time allowed by the Railway Clearing House and the terminals on coal lime iron ore and other articles



[53 & 54 VICT.]      *Caledonian Railway (Additional*      [Ch. cxxxi.]  
*Powers) Act, 1890.*

which are not regulated by the Railway Clearing House shall be such as may be agreed on or in case of difference as shall be fixed by arbitration. A.D. 1890.

(2) When the mileage or fixed proportion applicable to the Solway line of any through rate in respect of goods or mineral traffic which has been fixed in accordance with this agreement by the Caledonian Company before deduction of fifty per cent. in terms of article first hereof amounts to a sum less than one shilling and fourpence per ton the Caledonian Company shall allow the Solway Company a rebate sufficient to make up the said sum of one shilling and fourpence per ton and such rebate shall not be subject to any deduction on account of working and maintenance expenses.

Fourth If at any time during this agreement additional accommodation of any kind at stations or sidings shall be required for carrying on additional traffic the same shall be made and provided by and at the expense of the Solway Company Any difference under this clause shall be determined by the standing arbitrator. Additional accommodation.

Fifth (1) The Solway Company shall not without the written consent of the Caledonian Company seek power to create any other or further preference shares or stock or loans to take precedence of or to rank *pari passu* with the sum of sixty thousand pounds preference shares herein-before recited to have been subscribed by the Caledonian Company. Provisions affecting the Caledonian subscriptions of sixty thousand pounds and thirty thousand pounds.

(2) The Solway Company may at any time within three months after the passing of the Act confirming this agreement require the Caledonian Company to accept and the Caledonian Company shall if so required accept or the Caledonian Company may at any time thereafter agree to accept in lieu of the said sixty thousand pounds of preference shares ninety thousand pounds of the ordinary shares or stock of the Solway Company and in respect of such ordinary shares or stock the Caledonian Company shall have all the rights and privileges of ordinary shareholders.

(3) From and after the twenty-fifth day of June one thousand eight hundred and eighty-nine the thirty thousand pounds First Debenture Stock taken by the Caledonian Company in the capital of the Solway Company under the provisions of section twenty-four of the Solway Junction Railway Act 1882 shall bear interest at the rate of three and a half per cent. per annum.

Sixth The Solway Company shall not during the continuance of this agreement accept of any subscription of money in stock shares loans or otherwise or any rebate from or enter into an agreement with any other railway company than the Caledonian Company to take effect during the continuance of this agreement without the consent thereto given under the common seal of the Caledonian Company. The Solway Company to accept no subscription or rebate from any other Company without consent.

Seventh The Solway Company shall pay their own directorial and secretarial expenses feu duties or ground annuals debenture interests and all other expenses not connected with the working or maintenance of the railway and also when other companies stations are used the Solway Company shall Expenses to be paid by Solway Company.

[Ch. cxxxi.]     *Caledonian Railway (Additional*     [53 & 54 Vict.]  
*Powers) Act, 1890.*

A.D. 1890.     subject to the provisions of article first hereof as to Brayton Station pay rent therefor out of their share of the receipts.

Arbitration.     Eighth All disputes arising under this agreement shall be settled by arbitration for which purpose the two companies shall appoint in the month of January in each year a standing arbitrator and failing their making such appointment the Attorney-General of England shall thereafter make the appointment of standing arbitrator on the application of either party for the remainder of that or any year Whenever a vacancy in the office of standing arbitrator occurs during a current year a successor to him shall be appointed in like manner but substituting for the words "in the month of January in each year" the words "within one month after vacancy in the office."

Duration of agreement.     Ninth This agreement shall continue in force until the expiration of forty years from the eighth day of August one thousand eight hundred and seventy—the date of the opening throughout of the Solway railway that is to say until the eighth day of August one thousand nine hundred and ten and either company shall at any time and from time to time have the right to schedule this agreement to any Bill to be promoted by either of them or to have the provisions thereof carried out by clauses in any such Bill without opposition from the other company In the event of any alteration being made by Parliament on this agreement which in the opinion of either company is material such company may at any time require the withdrawal of this agreement from the Bill without prejudice to the companies or either of them (subject to the provisions of this article) scheduling the agreement to any future Bill.

Extension of agreement if Solway Company acquire running powers over portion of Maryport and Carlisle Railway.     Tenth In the event of the Solway Company at any time during the currency of this agreement acquiring running powers over that portion of the Maryport and Carlisle Railway between Brayton and Maryport the Caledonian Company shall if and when called upon by the Solway Company exercise those powers Any questions between the two companies in connexion with such running powers shall be settled by the standing arbitrator.

Nomination of three directors on Solway Board by Caledonian Company and election of other directors.     Eleventh (1) The Caledonian Company may from time to time nominate and appoint three persons to serve as directors on the Board of the Solway Company but such directors shall have no right of voting at the election of the chairman of the said board The shareholders of the Solway Company other than the Caledonian Company shall have the election or appointment of the remaining directors on the board of the Solway Company and such remaining directors shall subject to the provisions of the statutes relative thereto have the right of filling up occasional vacancies in their number.

(2) The chairman of the said board shall be elected by the directors appointed by the Solway shareholders and shall have a casting vote as well as a deliberative vote when the board is equally divided.

Promotion of future Bills.     Twelfth Neither of the two companies shall promote or support directly or indirectly any Bill inconsistent with the provisions or purposes of this agreement.



[53 & 54 VICT.] *Caledonian Railway (Additional Powers) Act, 1890.* [Ch. cxxxi.]

A.D. 1890.

Thirteenth Except as hereby specially altered the statutory and agreement rights of the companies parties hereto are hereby reserved entire.

**Saving statu-  
tory and  
agreement  
rights.**

Fourteenth Both companies hereby undertake in good faith to carry out this agreement to the fullest extent.

### Performance of agreement.

Fifteenth The heads of agreement between the two companies scheduled to the Caledonian Railway (Abandonment &c.) Act 1869 are hereby declared to be embodied in this formal agreement and determined hereby.

Agreement  
scheduled to  
Caledonian  
Railway  
(Abandon-  
ment &c.)  
Act 1869  
embodied.

IN WITNESS WHEREOF

Printed by EYRE and SPOTTISWOODE,

**FOR**

T. DIGBY PIGOTT, Esq., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from  
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or  
ADAM AND CHARLES BLACK, 6, NORTH BRIDGE, EDINBURGH; or  
HODGES, FIGGIS, & Co., 104, GRAFTON STREET, DUBLIN.

