ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. cxlii.

An Act for making a Railway from the *Hawick* Branch of the *North British* Railway near *Newtown Saint Boswells* to *Dunse*.

[7th *July* 1862.]

WHEREAS the making of a Railway from the *Hawick* Branch of the *North British* Railway near *Newtown Saint Boswells* to the *Dunse* Branch of the *North British* Railway at *Dunse* would be of great public and local Advantage, by opening an additional, certain, and expeditious Means of Communication between those Places, and by facilitating Communication with more distant Towns and Places: And whereas the Persons herein-after named, with others, are willing, at their own Expense, to carry such Undertaking into execution in manner herein-after provided: And whereas the *North British* Railway Company are willing to work and maintain the Railway, and to become Shareholders in the Undertaking, and it is expedient that they should be authorized to do so, and that the Agreement made betwixt the Promoters of the Undertaking and the *North British* Railway Company should be confirmed; but these Purposes 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; (that is to say,)

8 & 9 Vict. cc. 17., 19., and 33., and 23 & 24 Vict. c. 106. incorporated.

1. The several Acts of Parliament following, that is to say, "The Companies Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation (*Scotland*) Act, 1845," shall, so far as the same are not hereby expressly varied or altered, be incorporated with and form Part of this Act.

Short Title.

2. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Berwickshire* Railway Act, 1862."

Subscribers incorporated.

3. Sir *Hugh Hume Campbell* Baronet, *George Cranstoun Trotter Cranstoun*, *James Dalrymple*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway herein-after described, with all proper Works and Conveniences connected therewith, according to the Provisions of the said Acts and of this Act, and for that Purpose such Company shall be incorporated by the Name of "The *Berwickshire* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said Acts contained.

Capital.

4. The Capital of the Company shall be One hundred thousand Pounds, and the whole thereof when raised shall be applicable only to the Purposes authorized by this Act.

Number and Amount of Shares.

5. The Number of Shares into which the Capital shall be divided shall be Ten thousand Shares, and the Amount of each Share shall be Ten Pounds.

Calls.

6. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at least shall be the Interval between successive Calls.

Interest not to be paid on Calls paid up.

7. It shall not be lawful for the Company out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be made: Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such

Interest

Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," in that Behalf contained.

Deposits for future Bills not to be paid out of the Company's Capital.

8. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes thereof, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining any Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

Power to borrow on Mortgage.

9. When and so soon as the said Capital of One hundred thousand Pounds shall have been subscribed for, and One Half thereof shall have been paid up, and the Company shall prove to the Sheriff who is to certify under the Provisions contained in the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers, or their Executors or Assignees, and for which such Subscribers, or their Executors or Assignees, are legally liable, it shall be lawful for the Company from Time to Time to borrow on Mortgage, and if paid off again to borrow, any Sum or Sums of Money, not exceeding in the whole the Sum of Thirty-three thousand three hundred Pounds: Provided always, that the Sums so to be borrowed under the Powers of this Act shall be applied only to the Objects and Purposes by this Act authorized.

Arrears may be enforced by the Appointment of a Judicial Factor.

10. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any Mortgages by the Appointment of a Judicial Factor, and in order to authorize the Appointment of such Judicial Factor, in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Judicial Factor shall be made shall not be less than Three thousand Pounds in the whole.

First and subsequent General Meetings.

11. The first Ordinary Meeting of the Company shall be held within Four Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held twice in every Year, in the Months of *February* or *March*, and *August* or *September*, as the Directors may appoint.

Quorum of General Meetings.

12. The Quorum of the General Meetings of the Company shall be Six Shareholders, present personally or by Proxy, holding in the aggregate not less than Two thousand five hundred Pounds in the Capital of the Company.

13. At

Votes of Shareholders.

13. At all General Meetings of the Company the Scale according to which the Shareholders may vote in respect of their Shares shall be as follows; (that is to say,) for Five and up to Ten Shares, One Vote; for more than Ten Shares, an additional Vote for every Ten Shares to the Extent of One hundred Shares; for more than One hundred Shares, an additional Vote for every Twenty Shares over and above the said One hundred.

Qualification of Directors.

14. The Qualification of a Director appointed by the Shareholders, as herein-after provided, shall be the Possession in his own Right of Thirty Shares in the Capital of the Company, and the Qualification of a Director to be appointed by the *North British* Railway Company, as herein-after provided, shall be the Possession in his own Right of Thirty Shares in the Capital of the Company, or of Shares or Stock in the *North British* Railway Company necessary for the Qualification of a Director in that Company.

First Directors.

15. Sir *Hugh Hume Campbell* Baronet, *George Cranstoun Trotter Cranstoun*, *James Dalrymple*, *Richard Hodgson*, and *Mark Sprot* shall be the first Directors of the Company, and shall continue in Office until the first Ordinary Meeting of the Company to be held after the passing of this Act.

First Election of Directors by the Company.

16. From and after the First Ordinary Meeting of the Company to be held after the passing of this Act the Number of Directors shall be Five, of whom Three shall be elected by the Shareholders of the Company, under the Provisions of this Act and "The Companies Clauses Consolidation (*Scotland*) Act, 1845," and Two shall be appointed by the *North British* Railway Company in manner herein-after provided.

Election of Directors by Shareholders.

17. At the First Ordinary Meeting of the Company held after the passing of this Act the Shareholders present personally or by Proxy, exclusive of the *North British* Railway Company, shall elect Three Directors, the several Directors appointed by this Act being capable of Re-election; and at the First Ordinary Meeting held in the Year next after the Year in which such last-mentioned Directors shall have been elected, and in every succeeding Year, the Shareholders present personally or by Proxy, exclusive of the *North British* Railway Company, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in the said Companies Clauses Consolidation (*Scotland*) Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said last-mentioned Act.

18. It

Appointment of Directors by the North British Railway Company.

18. It shall be lawful for the Directors of the *North British* Railway Company, on or before the Date of the First Ordinary Meeting of the Company held after the passing of this Act, to appoint Two Directors of the Company, who shall respectively remain in Office until they shall respectively die or resign or become disqualified, or until their respective Appointments be revoked as after mentioned, and the Directors of the *North British* Railway Company shall have Power from Time to Time to revoke the Appointment of any of the Directors of the Company who shall have been appointed by them, and to appoint new Directors of the Company in Place of any whose Appointment shall have been so revoked, or who shall have died, resigned, or become disqualified: Provided always, that the total Number of Directors of the Company to be appointed by the Directors of the *North British* Railway Company shall not at any Time exceed Two, and that a Writing given under the Common Seal of the Company, or under the Hands of their Chairman of Directors and Secretary, and deposited with the Secretary of the Company, shall be the Evidence of any such Appointment or Revocation: Provided also, that the Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Appointment and Rotation of Directors, shall not apply to the Directors appointed by the Directors of the *North British* Railway Company.

Quorum of Directors.

19. The Quorum of a Meeting of the Directors shall be Three.

Newspaper for Advertisement.

20. The Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published in the County of *Berwick* or *Edinburgh*.

Power to make Railway according to deposited Plans, &c.

21. Whereas Plans and Sections showing the Lines and Levels of the Railway as originally proposed, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers, of the Lands through which the same was intended to pass, were deposited in the Office of the Principal Sheriff Clerks of the Counties of *Roxburgh* and *Berwick* respectively on or before the Thirtieth Day of *November* One thousand eight hundred and sixty-one: And whereas Plans and Sections of a Deviation of Part of the said Railway showing the Lines and Levels of the said Deviation, together with a Book of Reference to such last-mentioned Plans containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers, of the Lands through which the said Deviation is intended to pass, were deposited with the Sheriff Clerk of the County of *Roxburgh* on or before the Twenty-first Day of *April* One thousand eight hundred and sixty-two: Subject to the Provisions in this and the said recited Acts contained, it shall be lawful for the Company to make and maintain the Railway herein-after described in the Lines and upon the Lands delineated upon the said Plans first above mentioned as altered

by the Plans second above mentioned and described in the said respective Books of Reference thereto, and according to the Levels defined on the said Sections first above mentioned as altered by the Sections second above mentioned, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose: Provided always, it shall not be lawful for the Company to make the Part of the Railway delineated on the first above-mentioned Plans for which the Deviation delineated on the second above-mentioned Plans is substituted as aforesaid, nor to enter upon, take, or use any Lands for the Purpose of the said Part of Railway which they are hereby restrained from executing.

Line of Railway.

22. It shall be lawful for the Company to make and maintain a Railway, with all proper Works, Approaches, Stations, and Conveniences connected therewith, commencing by a Junction with the *Hawick* Branch of the *North British* Railway at a Point thereon at or near the Farm Steading of *Broomhill* in the Parish of *Melrose* and County of *Roxburgh*, and terminating by a Junction with the *Dunse* Branch of the *North British* Railway at or near the *Dunse* Station of the said Branch Railway in the Parish of *Dunse* and County of *Berwick*.

As to Construction of Railway through the Estate of Drygrange.

23. The Level of the Rails for a Distance of Two Furlongs South of the Approach to *Drygrange House* shall be at least Ten Feet below the Level of the Surface of the Ground at the Top of the Slope of the East Side of the Cutting of the Railway; provided, if by reason of any lateral Valley or Inequality in the Ground any Part of the Railway should not be in cutting within the said Distance of Two Furlongs, the Company shall construct and maintain an artificial Mound across such lateral Valley or Inequality on the Side of the Railway nearest to *Drygrange House*, the Top of which Mound shall be Ten Feet above the Level of the Rails, and the Slopes of such Mound shall be neatly soiled and sown in Grass.

As to Deviation of Railway through the Estate of Drygrange.

24. The Railway between the Points marked One Mile One Furlong and One Mile Five Furlongs upon the first-mentioned deposited Plans through the Estate of *Drygrange* shall not be deviated to the East of the Eastmost Fence of the Turnpike Road, and the Limits of Deviation on the East Side of the Railway for the same Distance shall only be available for the Purpose of forming any Diversion of the Turnpike Road which may be necessary in constructing the said Railway.

Junctions with the North British Railway.

25. The Railway hereby authorized shall join the *Hawick* and *Dunse* Branches respectively of the *North British* Railway at the Points where, according to the Plans deposited as in this Act mentioned, such Railway appears to join therewith, and such Junctions shall be made and completed at the Sight and to the Satisfaction of the Engineer for the Time being of the *North British* Railway, and according to Plans to be approved

approved of by him previously to the Commencement of the Works connected with such Junctions.

Lands and Works of the North British Railway not to be interfered with, except with Consent.

26. Nothing herein contained shall be held to authorize the Company to enter upon, purchase, or take any Lands belonging to the *North British* Railway Company, nor to alter or vary the Line or Levels of their Railways, nor to interfere therewith, except for the Purposes of and as expressly provided by this Act, without their Consent, nor in any Manner to interrupt or interfere with the Traffic passing on their Railways, and the Company hereby incorporated shall bear all Expense of effecting such Junctions as aforesaid, and of maintaining, watching, and working the same, and of the necessary Works for preventing Danger, Inconvenience, or Interruption to the Traffic on the said Railways, and shall also, at their own sole Costs and Charges, construct and for ever after maintain such and so many Signals, Switches, Turntables, Sidings, and other Works and Conveniences as may be necessary or convenient in connexion with the said Junctions, and for preventing any such Danger, Interruption, or Inconvenience to the Traffic of the said Railways: Provided always, that if any Difference shall arise between the Company and the *North British* Railway Company as to the Junctions herein-before authorized, or as to the Nature or Necessity of any such Works as aforesaid, the same shall be referred to Arbitration, or, on Application of either Company, to the Decision of the Board of Trade.

Roads may be crossed on the Level.

27. It shall be lawful for the Company to carry the Railway, so long as the Line remains a single Line of Railway, by not more than One Line of Rails, and when the Line shall be doubled then by not more than Two Lines of Rails, across and on the Level of the following Roads marked on the said deposited Plans as follows; (that is to say,)

The Road marked No. 41 in the Parish of *Earlston*:

The Road marked No. 19 in the Parish of *Greenlaw*:

Provided always, it shall not be lawful for the Company, in shunting Trains, to pass such Trains over such level Crossings, or to allow any Train, Carriage, Engine, or Truck to stand across the same: Provided always, that the Inclinations of the Approach of the Road numbered 19 in the Parish of *Greenlaw*, where the Railway crosses the Road on the Level, shall not be steeper than One Foot in Fifty Feet on the South Side, and shall be level on the North Side of the Railway.

Lodges to be made at level Crossings.

28. For the greater Convenience and Security of the Public the Company shall erect a Lodge fitted for the Residence of a Gatekeeper at the Places where the Railway shall cross the before-mentioned Roads on the Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass

such

such Roads, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times maintain such Lodge, or to appoint a proper Person to watch or superintend such Crossings, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty not exceeding Twenty Pounds, and also to a daily Penalty not exceeding Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridges to be erected in lieu of level Crossings.

29. It shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the public Safety, at any Time either before or after the Railway hereby authorized to be carried across the said Roads or any of them on the Level shall have been completed and opened for public Traffic, to require the Company, within such Time as the Board shall direct, and at the Expense of the Company, to carry the said Roads or any of them either over or under the Railway by means of a Bridge or an Arch in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Board best adapted for removing or diminishing the Danger arising from such level Crossing.

Road may be stopped up.

30. The Company may permanently stop up the Road marked No. 52 in the Parish of *Melrose* without substituting another therefor.

Inclination of Road.

31. It shall be lawful for the Company to alter the Inclinations of the Roads numbered as after mentioned on the said deposited Plans to such an Extent as they may think fit: Provided that such altered Inclinations shall not be steeper than the following; (that is to say,)

The Road numbered 49 in the Parish of *Gordon*, One in Twenty:

The Road numbered 133 in the Parish of *Gordon* and 1 in the Parish of *Legerwood*, One in Twenty on One Side of the Railway and level upon the other:

The Road numbered 32 in the Parish of *Dunse*, One in Twenty:

The Road numbered 9 in the Parish of *Langton*, One in Eleven on one Side of the Railway and level on the other.

Lands for extraordinary Purposes.

32. The Quantity of Land to be purchased by Agreement by the Company for extraordinary Purposes near to or adjoining the Railway shall not exceed Five Acres.

Powers for compulsory Purchases limited.

33. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for Completion of Works.

34. The Railway shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by

by this or the said Acts granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Substitution of Works.

35. Notwithstanding anything in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line and Levels of any Arches or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, Thirteenth, Fourteenth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections, instead of a Viaduct, Arch, or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade, and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided, that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Thirteenth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation (*Scotland*) Act, 1845."

Station to be made and maintained at Marchmont.

36. Whereas the Railway passes through the Estate of *Marchmont* for about Six Miles, and within about Three hundred and fifty Yards of *Marchmont House:* And whereas Sir *Hugh Hume Campbell* Baronet, the Proprietor of the said Estate, has given great Aid and Encouragement to the Railway, but on the Condition that a Station shall be erected at such Point thereon as herein provided: Be it enacted, That the Company shall make and maintain a Station for general Traffic at such Place between the Points marked Sixteen Miles Four Furlongs and Seventeen Miles on the deposited Plans of the Railway as the said Sir *Hugh Hume Campbell* shall point out, and at which Station all ordinary Passenger Trains shall stop for the Purpose of Traffic.

Tolls.

37. It shall be lawful for the Company to demand any Tolls for the Use of the Railway not exceeding the following; (that is to say,)

Tonnage on Articles of Merchandise.

First, in respect of the Tonnage of all Articles conveyed thereon or on any Part thereof, as follows:

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile not exceeding Twopence; and if conveyed by Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

For all Coal, Coke, Culm, Charcoal, and Cinders, Fish in Bulk, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile not exceeding Twopence Halfpenny; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile not exceeding Threepence; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny Halfpenny:

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile not exceeding Fourpence; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding Twopence:

And for every Carriage of whatever Description having more than Two Wheels, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile not exceeding Sixpence;

And a further Sum of One Penny Halfpenny for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh:

Tolls for Passengers and Animals.

Secondly, in respect of Passengers and Animals conveyed in Carriages upon the Railway, as follows:

For any Person conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding One Penny:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, *per* Mile not exceeding Fivepence; and for One Ox, Cow, Bull, or Neat Cattle, not exceeding Threepence *per* Mile; and for Two Oxen, Cows, Bulls, or Neat Cattle, the Property of the same Person, not exceeding Twopence *per* Head *per* Mile; and for more than Two Oxen, Cows, Bulls, or Neat Cattle, the Property of the same Person, not exceeding One Penny Halfpenny *per* Head *per* Mile; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding One Penny; and if the Distance travelled be less than would make the Charge Two Shillings, the Company shall be entitled to charge Two Shillings *per* Head:

For every Calf, Pig, Sheep, Lamb, or other small Animal, *per* Mile not exceeding One Penny; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding

exceeding One Penny Halfpenny; and if the Distance travelled be less than would make the Charge One Shilling, the Company shall be entitled to charge One Shilling *per* Head.

Tolls for Propelling Power.

38. The Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Tolls for small Parcels and single Articles of great Weight.

39. Notwithstanding the Rate of Tolls prescribed by this Act, the Company may with respect to small Packages and single Articles of great Weight or Bulk lawfully demand a Toll not exceeding the following; (that is to say,)

For the Carriage of small Parcels (that is to say, Parcels not exceeding Five hundred Pounds in Weight each) on the Railway or any Part thereof, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel exceeding Seven Pounds and not exceeding Fourteen Pounds in Weight, Fivepence:

For any Parcel exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds in Weight, Sevenpence:

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, Ninepence:

And for any Parcel exceeding Fifty-six Pounds in Weight the Company may demand any Sum which they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages.

For the Carriage of any One Boiler, Cylinder, or other single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall be less than Four Tons, the Company may demand such Sum as they think fit, not exceeding Fourpence *per* Ton *per* Mile:

For Carriage of any other Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall be Four Tons or more but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per* Ton *per* Mile:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit:

For any light Piece of Machinery or other Article requiring One whole Truck or more than One Truck the Company may charge Sixpence *per* Truck *per* Mile.

Passengers Luggage.

40. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twelve Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Maximum Rates of Charge for Passengers;

41. The maximum Rate of Charge to be made by the Company for Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Passenger conveyed in a First-class Carriage, Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny Halfpenny *per* Mile.

For Cattle, Goods, &c.

42. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rate of Charge to be made by the Company, including the Tolls for the Use of the Railway and Waggons or Trucks and locomotive Power, and every Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, shall not exceed the following Sums:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, Fourpence *per* Mile:

For every Ox, Cow, Bull, or Neat Cattle, Threepence *per* Mile:

For every Calf or Pig, Twopence *per* Mile:

For every Sheep, Lamb, or other small Animal, One Penny *per* Mile:

For every Carriage not exceeding a Ton, Sixpence *per* Mile; and a further Sum of One Penny Halfpenny for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh:

For Manure and other Articles herein-before classed therewith, One Penny Halfpenny *per* Ton *per* Mile:

For Coals and other Articles herein-before classed therewith, Twopence *per* Ton *per* Mile:

For Sugar and other Articles herein-before classed therewith, the Sum of Threepence *per* Ton *per* Mile:

For Cotton and other Goods and Articles herein-before classed therewith, the Sum of Fourpence *per* Ton *per* Mile.

Regulations as to Tolls.

43. The following Provisions and Regulations shall be applicable to the fixing of the several Tolls and maximum Charges authorized to be taken by this Act; (that is to say,)

For all Articles and Persons conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls and Charges as for Four Miles:

For a Fraction of a Mile beyond Four Miles or beyond any greater Number of Miles the Company may demand Tolls and Charges for Passengers as for One Mile, and for a fractional Part of a Quarter of a Mile the Company may demand Tolls and Charges for Animals, Minerals, and Goods as for a Quarter of a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Restrictions *not to apply* to Special Trains.

44. The Provisions of this Act shall apply to all Ordinary or Express Trains from Time to Time appointed to be run, but it shall be lawful for the Company to demand, receive, and take any reasonable Sum for the Use of the Engines and Carriages for Special Trains by or on the said Railway.

Company *may take* increased Charges by Agreement.

45. Nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of such Goods, either in respect of the Conveyance thereof (other than small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Confirming Agreement for the working of the Railway by the North British Railway Company.

46. Whereas an Agreement, of which a Copy is set forth in the Schedule to this Act, was, previously to the passing of this Act, entered into between Sir *Hugh Hume Campbell* Baronet, *George Cranstoun Trotter Cranstoun*, and *James Dalrymple*, Three and a Quorum of the Committee of Management or Provisional Directors of the Undertaking authorized by this Act and the *North British* Railway Company for the working by that Company of the Traffic on the Railway, and the

Collection and Delivery thereof during the Period of Ten Years from the opening of the Railway for public Traffic, upon certain Terms and Conditions expressed in the said Agreement, and it is expedient that the said Agreement should be sanctioned: The said Agreement shall be and the same is hereby sanctioned and confirmed, subject to the Proviso herein-after mentioned, and shall be as valid and obligatory upon the Company and the *North British* Railway Company respectively as if those Companies had been authorized by this Act to enter into the same, and as if the same had been duly executed by them after the passing of this Act: Provided always, that the Chairman mentioned in Article Thirteenth of said Agreement shall in Cases of Equality have a Casting Vote.

Agreement may be renewed with the Approval of the Board of Trade.

47. During or at the Expiration of the Period during which the Railway shall be worked and maintained by the *North British* Railway Company under the said Agreement the said Companies, with the Consent of a Majority of not less than Three Fourths of the Votes of the Shareholders, present personally or by Proxy at Special Meetings of such Companies respectively, qualified to vote in that Matter, and subject to the Approval of the Board of Trade, may from Time to Time enter into further Agreements for the working and Maintenance and Management of the Railway by the *North British* Railway Company, and for the fixing, Collection, and Apportionment of the Tolls, Rates, and Charges for Traffic upon and from the Railway to or from the Railways of the *North British* Railway Company, and any other Matters comprised in the Agreement in the Schedule hereto: Provided, that before such Companies shall enter into any such further Agreements as aforesaid they shall give Notice of their Intention to enter into such Agreement by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Two successive Weeks in some Newspaper published or circulated in each County in which the Head Offices of each of the Companies is situated; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by the proposed Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade.

Public Notice to be given of the Intention to enter into Agreements.

Agreement inoperative until approved by the Board of Trade.

Meetings how to be convened.

48. Such Meetings of the Companies to approve of any such further Agreements shall be called by Advertisement inserted once in each of Two successive Weeks in a Newspaper published in *Edinburgh*, and in some Newspaper of the County in which the principal Office of each of the said Companies is situate, or if there be no Newspaper published therein, then in a Newspaper of some County adjoining or near thereto, the last of which Advertisements shall be published not less than Seven Days before such respective Meetings, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the respective Companies, to be served in the Manner prescribed by "The Companies Clauses

Clauses Consolidation (*Scotland*) Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Further Agreement to be approved by Board of Trade.

49. Any such further Agreements shall be and continue for such Period as shall be mutually agreed upon, but no such Agreements shall have any Operation until the same shall have been approved of by the Board of Trade, or shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company, but all other Persons or Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the said Agreement may relate, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, except as herein-after provided, as they would have been in case no such Agreement had been entered into: Provided always, that the said Board shall not approve such Agreement without being satisfied that the same has been duly assented to by a Majority of not less than Three Fourths of the Votes of the Shareholders qualified to vote in that Manner present personally or by Proxy at Meetings of the Companies specially convened for that Purpose: Provided further, if at the Expiration of Ten Years after the making of any such Agreement, and so from Ten Years to Ten Years, the Board of Trade are of opinion that the public Interests are injuriously affected by any of the Terms or Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of the Agreement in such Manner as the Board of Trade may think necessary for removing the public Injury, and the Agreement shall be modified accordingly; and provided further, that any Modification so required by the Board of Trade shall be approved of by Three Fourths at least of the Votes of the said Shareholders of the respective Companies present in Person or by Proxy at General Meetings of the respective Companies convened with special Notice of the Purpose, and if not so approved of the Agreement shall cease and determine at the Expiration of Twelve Months after the Board of Trade shall have signified to the respective Companies the Alteration required by the said Board.

Railway to be considered Part of the North British Railway while worked by that Company.

50. While and so long as the Railway shall be worked by the *North British* Railway Company under the Agreement in the Schedule hereto, or any Agreement made under the Authority of this Act, the Railway shall in all Matters relating to Tolls and Charges be considered as a Part of the *North British* Railway; and all the Powers and Provisions with respect to Tolls and Charges contained in "The *North British* Railway (Consolidation) Act, 1858," and "The *Border Union* (*North British*) Railways Act, 1859," shall apply to the Railway, and to the Conveyance of Passengers, Animals, Articles, Matters, and Things thereon, as if it were a Part of the *North British* Railway.

51. It

The North British Railway Company to contribute to the Undertaking.

51. It shall be lawful for the *North British* Railway Company, and they are hereby required, to contribute to the Extent of Fifty thousand Pounds towards the Construction of the Railway, and to take and hold a corresponding Number of Shares in the Company, and, subject to the Provisions in this Act, they shall in respect of such Shares, have all the Powers, Rights, and Privileges, and be subject to the Obligations and Liabilities, of Proprietors of Shares in the Company: Provided, that no Call shall be made upon the Shares held by the *North British* Railway Company in respect of their Subscription of Fifty thousand Pounds, nor shall they be required to pay up any Part of their said Subscription until the Sum of Fifty thousand Pounds to be subscribed by Shareholders other than the *North British* Railway Company shall have been subscribed, paid up, and expended on the Railway hereby authorized: Provided also, that the Shares so held by the *North British* Railway Company shall not be transferable by them, and that they shall not vote in respect of such Shares in relation to the Election of Directors by the Shareholders of the Company, nor shall they vote at any Meeting of the Company in reference to the Approval of any Agreement to be made between the Companies under this Act.

Power to North British Railway Company to raise Money by Creation of new Shares.

52. It shall be lawful for the *North British* Railway Company from Time to Time, with the Consent of Three Fifths of the Votes of the Shareholders present personally or by Proxy at any General Meeting of the Company called for that Purpose, to raise, for the Purpose of the Contribution herein-before mentioned to be made by them, any Sums of Money not exceeding in the whole the said Sum of Fifty thousand Pounds by the Creation and Issue of new Shares in their Undertaking, of such nominal Amount, to such Persons, on such Terms, not being less than the nominal Amount thereof, and bearing (if they shall think fit) a preferential Dividend at such Rate not exceeding Five Pounds Ten Shillings *per Centum per Annum*, as the said Company may appoint; and such new Shares shall in other respects be subject to the same Provisions as and become Part of the general Capital of the *North British* Railway Company: Provided always, that any Priority of Dividend which may be granted in respect of such new Shares shall not prejudice or affect any Guarantee, Preference, or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been granted by the *North British* Railway Company in pursuance of, or which may have been created or confirmed by, any previous Act of Parliament, or which may otherwise be lawfully subsisting.

Dividends on new Shares how to be paid.

53. The said new Shares in the *North British* Railway Company shall be entitled to the preferential Dividend (if any) which may have been appointed by the *North British* Railway Company as aforesaid out of the Profits of each Year ending on the Thirty-first Day of *January*, in priority to the ordinary Shares in the said Company; but if in any such

such Year there shall not be Profits available for the Payment of the full Amount of such preferential Dividend for the Year, the Deficiency shall not be made good out of the Profits of any subsequent Year, or out of any other Funds of the *North British* Railway Company.

Conditions of Shares to be stated on Certificates thereof.

54. The Terms and Conditions on which the said new Shares in the *North British* Railway Company shall be created shall be clearly stated on the Certificates of such Shares.

Saving Rights of the North British Railway Company.

55. Nothing herein contained shall extend or be deemed or construed to extend to alter, prejudice, or diminish any of the Rights, Powers, Privileges, or Authorities vested in the *North British* Railway Company by virtue of the Acts relating to such Company or otherwise, excepting in so far as expressly provided and declared by this Act.

Railway not exempt from Provisions of present and future General Acts.

56. Nothing herein contained shall be deemed or construed to exempt the Railway hereby authorized to be made from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of Railway Accounts, now in force or which may pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of Rates and Charges for small Parcels, authorized by this Act.

Sum deposited pursuant to Standing Orders not to be repaid except in certain Events.

57. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Money amounting to Eight thousand Pounds, being Eight *per Centum* on the Amount of the Estimate of the Expense of the Undertaking authorized by this Act, has been deposited in Bank in the Name and with the Privity of the Queen's Remembrancer of the Court of Exchequer in *Scotland* in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said Act of the Ninth Year of Her present Majesty, the said Sum of Eight thousand Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised

raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall, immediately from and after the Expiration of the said Period, be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Eight thousand Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Eight thousand Pounds if the Company shall not, within the Time limited for the Completion of the said Railway, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest or Dividends thereof shall be paid to or on the Application of the Person or Persons, or the Majority of the Persons, named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said Act of the Ninth Year of Her present Majesty to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest and Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Expenses of Act.

58. All the Costs, Charges, and Expenses of and incidental to the obtaining of this Act, and preparatory thereto, shall be paid by the Company.

SCHE-

SCHEDULE referred to in the foregoing Act.

AGREEMENT between the Committee of Management of the Berwickshire Railway Company and the North British Railway Company.

THIS AGREEMENT, made and executed by and between Sir Hugh Hume Campbell, of Marchmont, Baronet, George Cranstoun Trotter Cranstoun, Esquire, of Dewar, and James Dalrymple, Esquire, of Langlee, Three and a Quorum of the Committee of Management or Provisional Committee of a proposed Undertaking for making a Railway from the Hawick Branch of the North British Railway near Newtown Saint Boswell's to Dunse, and as such duly authorized to enter into and execute this Agreement, of the First Part, and the North British Railway Company, incorporated by Act of Parliament, of the Second Part, witnesseth, that whereas it is proposed to apply to Parliament in the Session thereof to be holden in the Year One thousand eight hundred and sixty-two for an Act to incorporate a Company, under the Name or Title of the "Berwickshire Railway Company," for making the foresaid Railway from the Hawick Branch of the North British Railway near Newtown Saint Boswell's to Dunse, and all proper Works, Approaches, Stations, and Conveniences in connexion therewith, and for other Purposes: And whereas, in contemplation of the said Act being passed and the said Line of Railway thereby proposed to be authorized being made, it has been agreed to enter into the Arrangements under written, therefore the Parties hereto have agreed with and hereby bind and oblige themselves to each other as follows; viz.:

First.—That the Capital of the Berwickshire Railway Company shall be One hundred thousand Pounds Sterling, of which the local Promoters shall subscribe Fifty thousand Pounds, and the North British Railway Company, or Parties on their Behalf, Fifty thousand Pounds, and the said local Promoters shall pay up and expend, to the Satisfaction of the North British Railway Company, the Sum of Fifty thousand Pounds Sterling subscribed by them, and the North British Railway Company shall thereafter pay up the said Sum of Fifty thousand Pounds Sterling subscribed by them.

Second.—That the said Berwickshire Railway Company, so soon as they have obtained their Act of Parliament for the Construction of the said Railway, or as soon as conveniently may be thereafter, shall make, construct, and complete, at their own Expense, in a good, sufficient, substantial, and workmanlike Manner, the Railway above described as a Single Line, but with Land the whole Length and Bridges over the Railway for a Double Line of Rails laid

laid with Rails of a Weight not less than Sixty-five Pounds to the Yard, with Fish-joints and with Sleepers placed at not a greater Distance than Three Feet from each other, as the said Lines are laid down and delineated on the deposited Parliamentary Plans and Sections, or as near thereto as conveniently may be, together with all such Stations, Station Masters Houses, Platelayers and Gatekeepers Cottages, Goods Sheds, Engine Sheds, Water Tanks supplied with Water, with the necessary Works and Arrangements for affording a permanent Supply thereof, Sidings, Loading Banks, Turning Tables, Cranes, Weighing Machines, stationary Signals, Wires, and Telegraphic Apparatus, and all other Conveniences of the Nature of Fixtures required for economically working and carrying on the Traffic of the said intended Line of Railway.

Third.—That for Six Months after the opening of the Line, under the Sanction of the Board of Trade, the Railway, Works, Stations, Offices, Conveniences, and Permanent Way shall be maintained by and at the Cost of the Berwickshire Railway Company, to the Satisfaction of the Engineer of the North British Railway Company.

Fourth.—That at the End of the said Six Months, and afterwards during the Term of this Agreement, the said Railway, Works, Stations, Offices, Conveniences, and Permanent Way shall be maintained by the North British Railway Company, and when they cease to work the same they shall leave the Line and Works in complete Repair and working Order.

Fifth.—That when and so soon as the said Berwickshire Railway shall have been completed as aforesaid, approved of by the Government Inspector, and opened to the Public for Traffic, the North British Railway Company shall enter into possession of the said Railway for the Purpose of working the same for the Period of Ten Years, and they shall during the said Period of Ten Years work the Traffic upon the said Railway, and provide the necessary Rolling Stock and Plant of every Kind for the Purpose of effectually working the Traffic coming to or upon the said Line; and this Agreement shall be renewed, on the Expiry of the First Period of Ten Years, for a Second Period of Ten Years, if the Board of Trade shall so approve, at such Rate of Remuneration to the North British Railway Company, not being less than Forty-five per Cent. of Revenue, as may be agreed on, or, in case of Difference, as may be fixed by Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859."

Sixth.—That in the event of any Additions or Extensions to Stations, Sidings, Offsets, and other Conveniences of the said Railway, after the opening of the Line, in consequence of increased Traffic or otherwise, being found to be necessary or expedient for the proper working of the said Traffic, such Additions and Extensions shall be provided by and at the Expense of the Berwickshire Railway Company.

Seventh.—That the North British Railway Company shall not be required to run more than Four Passenger Trains each Way daily upon the Berwickshire Railway.

Eighth.—That the said North British Railway Company shall have the Power during the Period aforesaid of selecting and appointing all Officers, Agents, Book-keepers, Booking and other Clerks, Servants, and Porters, and others employed at Stations on the said Berwickshire Railway, or required

required for keeping in the Offices of the North British Railway Company in Edinburgh the Accounts connected with the Traffic conveyed by them, or employed in superintending and directing or actually engaged in conducting such Traffic, and the said Parties shall be paid by the North British Railway Company, and shall be exclusively under their Control; and the Berwickshire Railway Company shall, in the same Manner, have the Appointment and Control of and shall pay the Secretary, Treasurer, or other Officers and Servants required by them in the Management of the Capital, Finance, and Directorial Departments of their Undertaking, and in maintaining, for a Period of Six Months after the opening of the Line, the said Railway and Works; and the said Berwickshire Railway Company shall also, during the said Period of Six Months, bear and make good the Damage arising through any Part of its Line or Works failing or giving way, or through any Defect in the Maintenance of the Permanent Way.

Ninth.—That the North British Railway Company during the Period and Subsistence of this Agreement shall collect and receive all Revenues due and payable for and in respect of the Traffic and the working of the said Railway, and shall on the First Day of every Month make up a Statement of the gross Earnings during the preceding Month, and the Share thereof due and payable to the Berwickshire Railway Company shall thereupon be paid over to the Directors for the Time being of the said Berwickshire Railway Company, or to their Treasurer or Secretary, or such Banker or other Person as they shall direct and appoint.

Tenth.—That out of the gross Revenue of the Berwickshire Railway Company there shall be first paid to the North British Railway Company the actual Expenses of Cartage, at the Stations of the Berwickshire Railway Company, of such Goods as may be carried at Rates including Cartage.

Eleventh.—That the Residue of the gross Revenue shall be divided as follows: First, Fifty per Cent. thereof shall be paid to the North British Railway Company as a Remuneration for working and maintaining the Line in virtue of Articles Fourth and Fifth of this Agreement. Second, Fifty per Cent. thereof shall be paid to the Berwickshire Railway Company for the payment of, first, Passenger and other Taxes and Local Burdens; second, Interest upon Loans so far as expended on the Works of the Company; third, Expenses of Directorial and Financial Management, including Salaries of the Secretary and Treasurer or other Officers who may be employed by them; and, fourth, Dividends upon the Share Capital of the Company.

Twelfth.—That Traffic between the Berwickshire Railway and the North British Railway shall be carried at Through Rates and divided on Clearing House Principles pro tempore.

Thirteenth.—That the Traffic of the said Berwickshire Railway, including the fixing of the Tolls, Rates, and Charges to be levied or taken in respect of said Traffic, shall be managed and fixed by a Joint Committee, consisting of Four Members, namely, Two Directors of the Berwickshire Railway Company not being Directors of the North British Railway Company, and Two Directors of the North British Railway Company, the Chairman having no Casting Vote.

Fourteenth.—That the said North British Railway Company shall cause to be kept Regular Books of Accounts of all Receipts, Payments of Money,

and other Transactions of or in relation to the Traffic of the said Berwickshire Railway, and shall permit the Secretary of the said Berwickshire Railway for the Time being, or any other Party duly authorized by the Directors of the said Berwickshire Railway Company, during the Currency of this Agreement, to have free Access to and to inspect such Books of Accounts and all other Documents relating to the Traffic of the said Railway at all reasonable Times.

Fifteenth.—That the Act of Parliament to be applied for as aforesaid shall contain all such Clauses and Provisions as Counsel may advise to be necessary or expedient for giving full legal Effect to the several Provisions and Articles herein written, and shall also contain enabling Powers to the said Parties, upon the Expiration of this Agreement, to enter into a new or further Agreement, subject to the Approval of the Board of Trade, on the Terms and Conditions herein-before specified, or such other Terms and Conditions as may be arranged between the said Parties.

Sixteenth.—The said Parties bind and oblige themselves to implement and fulfil the whole Heads, Articles, and Provisions hereof to each other under the Penalty of One thousand Pounds Sterling, to be paid by the Party failing to the Party observing or willing to implement over and above Performance; and it is hereby further expressly provided and declared that the foresaid Sum of One thousand Pounds Sterling shall be payable as by way of ascertained and liquidate Damages consequent on the Breach of this Agreement and not by way of Penalty, with Interest at the Rate of Five per Centum per Annum from the Date of the said Breach of Agreement having been committed until Payment; and,

Lastly.—That in the event of any Dispute arising betwixt the North British Railway Company and the Berwickshire Railway Company as to the Interpretation of Terms in this Agreement, or as to the Mode of carrying out this Agreement, the same shall be referred to Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859," and all Parties consent to Registration hereof for Preservation and Execution. In witness whereof, these Presents, written upon this and the two preceding Pages of stamped Paper by William Millie Dow, Clerk to Messrs. Dalmahoy, Wood, and Cowan, Writers to the Signet, Edinburgh, are subscribed and sealed in Duplicate as follows, viz., by the said Sir Hugh Hume Campbell, at Edinburgh, the Twentieth Day of March Eighteen hundred and sixty-two Years, before these Witnesses, John Rodger and David Hunter, both Clerks to Messrs. John and James Turnbull, Writers to the Signet, Edinburgh; by Richard Hodgson, Esquire, Chairman, and Mark Sprot, Esquire, Deputy Chairman, of the Board of Directors of the said North British Railway Company, and sealed with the Common or Corporate Seal of the said Company, at Edinburgh, the Twenty-first Day of said Month and Year last mentioned, before these Witnesses, David Crabb and John Hay, both Clerks in the Office of the said Company; by the said George Cranstoun Trotter Cranstoun, at Chirnside Bridge, the Twenty-second Day of said Month and Year last mentioned, before these Witnesses, Sir William Jardine, Baronet, of Applegarth, residing at Jardine Hall in the County of Dumfries, and John Pitcairn Trotter, Esquire, Advocate, Sheriff Substitute of Dumfries, residing at Oakfield in the County of Dumfries; and by the said James Dalrymple, at Westminster, the Twenty-fifth

fifth Day of said Month and Year last mentioned, before these Witnesses, James Dodds and John Borthwick Greig, both Parliamentary Agents there.

John Rodger, Witness.
David Hunter, Witness.
Da. Crabb, Witness.
Jno. Hay, Witness.
Wm. Jardine, Witness.
John P. Trotter, Witness.
James Dodds, Witness.
John B. Greig, Witness.

Hugh Hume Campbell.
G. C. Trotter Cranstoun.
J. Dalrymple.
Rd. Hodgson.
Mark Sprot.

Seal of the North British Railway Company.

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Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1862.