ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. cxxi.

An Act for making a Railway from *Johnstone* to *Bridge of Weir* in the County of *Renfrew*, with Branches, and for other Purposes.

[7th *July* 1862.]

WHEREAS the making of a Railway from the *Glasgow and South-western* Railway at *Johnstone* to the Village of *Bridge of Weir*, with Branches therefrom to the Lands of *Barbush* and of *Clippens*, all in the County of *Renfrew*, would be of great local and public Advantage: And whereas the Persons herein-after named, together with others, are willing, at their own Expense, to carry such Undertaking into execution, and it is expedient that they should be incorporated for that Purpose: And whereas the said proposed Railways, when made, might be beneficially worked in connexion with the *Glasgow and South-western* Railway, and the *Glasgow and South-western* Railway Company are desirous and it is expedient that they should be authorized to contribute towards the proposed Undertaking, and take and hold Shares therein, and to work the said proposed Railways, and enter into Contracts with the Company incorporated by this Act for the Interchange of Traffic and the Use of their respective Railways and Stations; but these several Objects cannot be effected without the

The Bridge of Weir Railway Act, 1862.

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 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 be incorporated with this Act.

Short Title.

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

Subscribers incorporated.

3. Sir *Robert John Milliken Napier* Baronet, *Robert Freeland*, *Henry Macdowall*, *William Stevenson*, *William Edmund Hardie*, *William Shanks*, Sir *Andrew Orr*, and *James White*, 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 and are hereby united into a Company for the Purpose of making and maintaining the Railways herein-after described, and all proper Works and Conveniences connected therewith, and for that Purpose such Company shall be incorporated by the Name of "The *Bridge of Weir* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, acquire, and hold Lands for the Purposes of the Undertaking, subject to the Provisions of this Act and the Acts incordorated herewith.

Capital.

4. The Capital of the Company shall be Twenty-five thousand Pounds Sterling, which shall be applied 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 Two thousand five hundred, 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 the least shall be the Interval between successive Calls.

Power to borrow on Mortgage.

7. It shall be lawful for the Company from Time to Time to borrow on Mortgage, and if paid off again to borrow, any Sums not exceeding in the whole the Sum of Eight thousand three hundred Pounds Sterling; but no Part of such Sum shall be borrowed until the whole of the said Capital of Twenty-five thousand Pounds shall have been subscribed for, and

and One Half thereof shall have been actually paid up, and until the Company shall have proved to the Sheriff who is to certify, under the Provisions contained in the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," that the whole of the said Capital has been subscribed for *bonâ fide*, and is held by the Subscribers, or their Executors, Administrators, or Assignees, and for which such Subscribers, or their Executors, Administrators, or Assignees, are legally liable: Provided always, that the Sums to be borrowed as aforesaid shall be applied solely to the Purposes authorized by this Act.

Arrears may be enforced by Appointment of a Judicial Factor.

8. 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 be not less than One thousand Pounds in the whole.

Interest not to be paid on Calls paid up.

9. 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 to any Shareholder Interest or Dividend on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein contained 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 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 Company's Capital.

10. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised, 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 an Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Glasgow and South-western Railway Company may contribute Funds and hold Shares.

11. It shall be lawful for the *Glasgow and South-western* Railway Company and they are hereby required to contribute and apply their Funds towards the Undertaking to the Amount of Eight thousand Pounds, and to take and hold Shares in the Company to an Extent corresponding to that Amount, and, except as herein-after expressly provided, they shall in respect of such Shares, have all the Powers, Rights, and Privileges, and be subject to all the Obligations and Liabilities, of Proprietors of Shares in the Company: Provided always, that the Shares so held by the

the *Glasgow and South-western* 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, or in relation to the Company's Approval of or Assent to any Agreement, Contract, or Arrangement which, pursuant to the Provisions herein-after contained, may be entered into with the *Glasgow and South-western* Railway Company.

Power to Glasgow and South-western Railway Company to raise Money for that Purpose by the Creation of Shares.

12. It shall be lawful for the *Glasgow and South-western* 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 that Company called for the Purpose, to raise for the Purpose of the Contribution herein-before mentioned any Sums of Money not exceeding in the whole the Sum of Eight thousand Pounds by the Creation and Issue of new Shares, of such nominal Amount, to such Persons, on such Terms, at such Price, not being less than the nominal Amount of such new Shares, and bearing (if they shall think fit) a preferential Dividend at such Rate, not exceeding Five Pounds *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 said Company: Provided always, that any Preference or 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 said 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: Provided also, that the Monies which the said Company shall raise under the Authority of this Act shall be applied only in making the Contribution by this Act authorized towards the Undertaking.

Dividends on such Shares how to be paid.

13. Any new Shares which may be created by the *Glasgow and South-western* Railway Company under the Powers of this Act shall be entitled to the preferential Dividend, if any, which may have been appointed as aforesaid by the said Company, out of the Profits of such Company in each Year, commencing on the First Day of *February*, in priority to the Ordinary Shares in the said Company: Provided always, that if in any such Year there shall not be Profits available for the Payment of the full Amount of such preferential Dividend for that Year, the Deficiency or any Part thereof shall not be made good out of the Profits of the said Company in any subsequent Year, or out of any other Funds of the said Company.

Conditions of Preference Shares to be stated on Certificates.

14. The Terms and Conditions to which any Preference Shares created under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificate of every such Preference Share.

15. The

First and subsequent General Meetings.

15. The First Ordinary Meeting of the Company shall be held within Three 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* respectively.

First Directors.

16. Sir *Robert John Milliken Napier* Baronet, *Robert Freeland*, *Henry Macdowall*, *William Stevenson*, *William Edmund Hardie*, *William Shanks*, Sir *Andrew Orr*, and *James White* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting of the Company held after the passing of this Act.

Future Directors.

17. From and after the First Ordinary Meeting of the Company held after the passing of this Act the Number of Directors shall be Five.

Election of Directors by Shareholders.

18. At the First Ordinary Meeting of the Company held after the passing of this Act the Shareholders present, personally or by Proxy, shall elect Four Directors, any of the Directors appointed by this Act being capable of Re-election; and at the Ordinary Meetings held in the Month of *August* or *September* in the Year One thousand eight hundred and sixty-three, and in every succeeding Year, the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," contained; and the several Persons elected at such respective Meetings, 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 last-mentioned Act.

Appointment of Director by Glasgow and South-western Railway Company.

19. It shall be lawful for the Directors of the *Glasgow and South-western* Railway Company, on or after the Date of the First Ordinary Meeting of the Company held after the passing of this Act, to appoint One Director of the Company, who shall remain in Office until he shall die, or resign, or become disqualified, or until his Appointment be revoked as after mentioned; and the Directors of the *Glasgow and South-western* Railway Company shall have Power from Time to Time to revoke any such Appointment, and to appoint a new Director of the Company in place of any Director appointed by them whose Appointment shall have been so revoked, or who shall have died, resigned, or become disqualified; and a Writing given under the Common Seal of the *Glasgow and South-western* Railway 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 always, 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 Director appointed by the Directors of the *Glasgow and South-western* Railway Company.

Qualification of Directors.

20. The Qualification of a Director appointed by the Shareholders shall be the Possession in his own Right of Twenty-five Shares in the Capital of the Company; and the Qualification of a Director appointed by the Directors of the *Glasgow and South-western* Railway Company shall be the Possession in his own Right of Twenty-five Shares in the Capital of the Company, or of Shares or Stock of the nominal Amount of Five hundred Pounds in the Capital of the *Glasgow and South-western* Railway Company.

Quorum of Directors.

21. The Quorum of a Meeting of Directors shall be Three.

Periods for balancing and inspecting Account Books of Company.

22. The Periods as at which the Books of Account of the Company shall be balanced shall be the Thirty-first Day of *January* and the Thirty-first Day of *July* in each Year; and the Periods during which Shareholders of the Company shall be entitled to the Inspection of such Books shall be Fourteen Days before and Fourteen Days after each Ordinary Meeting of the Company.

Domicile of Company, and Newspaper for Advertisements.

23. The principal Office of the Company for the Time being shall be held to be the Domicile of the Company; and all Notices relating to the Company required to be given by Advertisement shall be advertised in some Newspaper published in the County of *Renfrew*.

Power to make Railways according to deposited Plans.

24. Whereas Plans and Sections showing the Lines and Levels of the Railways after mentioned, together with a Book of Reference to the said Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through which the same are intended to pass, have been deposited for public Inspection in the Office at *Paisley* of the Principal Sheriff Clerk of the County of *Renfrew*: It shall be lawful for the Company, with the Powers of Deviation and other Powers and subject to the Provisions contained in this Act and in the Acts incorporated herewith, to make and maintain, in the Lines and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels defined on the said Sections, the Railway and Branch Railways herein-after described, and all proper Works and Conveniences in connexion therewith, and to enter upon, take, and use such of the said Lands as they may find necessary for those Purposes; that is to say,

First, a Railway commencing by a Junction with the *Glasgow and South-western* Railway at a Point in the *Abbey* Parish of *Paisley* at or near the Passenger Booking Office of the *Johnstone* Station of that Railway, and terminating at a Point in the Parish of *Kilbarchan* near the Gasworks in the Village of *Bridge of Weir*:

Secondly,

Secondly, a Branch Railway diverging from and out of the first-mentioned Railway at or near a Point in the Parish of *Kilbarchan* about a Furlong to the Westward of the Farmhouse of *Mill of Cart*, and terminating in the Lands of *Barbush* at or near a Point in the last-mentioned Parish about a Furlong to the Northward of the Farmhouse of *Barbush*:

Thirdly, a Branch Railway, also diverging from and out of the first-mentioned Railway at or near a Point in the Parish of *Kilbarchan* about Half a Furlong to the Northward of the Farmhouse of *Muirhead*, and terminating in the Lands of *Clippens* at or near a Point in the last-mentioned Parish about a Furlong to the Southward of *Erskinefauld Cottage*.

Power to alter Engineering Works.

25. 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 Arch or Arches, Tunnels 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, 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 Tunnel, 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, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation (*Scotland*) Act, 1845."

As to Junction with Glasgow and South-western Railway.

26. The Junction of the first-mentioned Railway by this Act authorized to be made with the *Glasgow and South-western* Railway shall be at such Point within the Limits of Deviation shown on the said deposited Plans as may have been or may be agreed upon between the *Glasgow and South-western* Railway Company and the Company, and the said Junction shall be made and completed at the Sight and to the Satisfaction of the Engineer for the Time being of the *Glasgow and South-western* Railway Company, and according to a Plan to be approved of by such Engineer previously to the Commencement of the Works connected with such Junction, or, in case of Difference between such Engineer and the Engineer of the Company, then according to a Plan to be approved of

previously

previously to the Commencement of such Works by an Engineer to be appointed by the Board of Trade.

Lands and Works of Glasgow and South-western Railway Company not to be interfered with without Consent.

27. Except for the Purpose of making and maintaining the Railway and Junction before mentioned in the Manner herein-before provided, nothing herein contained shall be held to authorize the Company to enter upon, purchase, or take any Lands belonging to the *Glasgow and South-western* Railway Company without the previous Consent of such Company first had and obtained, or to alter or vary the Line or Levels of the *Glasgow and South-western* Railway, or otherwise to interfere with the said Railway, or in any way to interrupt or interfere with the Traffic passing thereon, without such Consent as aforesaid; and the Company shall bear all the Expenses of effecting such Junction 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 *Glasgow and South-western* Railway, and shall also, at their own sole Costs and Charges, construct, erect, and for ever after maintain such and so many Switches, Turn-tables, Sidings, and other Works and Conveniences as may be necessary or convenient in connexion with the said Junction, and for preventing any such Danger, Inconvenience, or Interruption to the Traffic on the *Glasgow and South-western* Railway.

As to Expense of Signals, Watchmen, &c. at Point of Junction.

28. The *Glasgow and South-western* Railway Company may from Time to Time erect and may maintain such Signals and Conveniences incident to such Junction, and may appoint and remove such Watchmen, Switchmen, or other Persons, as may be necessary for the Prevention of Danger to or Interference with the Traffic at or near the said Junction; and the Working and Management of such Signals and Conveniences, whether on the Land of the Company or on the Land of the *Glasgow and South-western* Railway Company shall be under the exclusive Control and Regulation of the *Glasgow and South-western* Railway Company; and all the Expenses of erecting and maintaining such Signals and Conveniences, and the Wages of such Watchmen, Switchmen, and other Persons, and all incident Expenses, except if and in so far as the same would have been incurred by the *Glasgow and South-western* Railway Company irrespectively of such Junction, shall at the End of every Half Year be repaid by the Company; and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

Saving Rights of Glasgow and South-western Railway Company.

29. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Glasgow and South-western* Railway Company otherwise than is herein expressly provided.

30. The

Railway to be carried across Glasgow, Paisley, and Ardrossan Canal by a fixed Bridge.

30. The Company shall not, without the Consent in Writing of the Company of Proprietors of the *Glasgow, Paisley, and Ardrossan* Canal (herein-after called the Canal Company), carry the Railway over that Canal otherwise than by means of a good and substantial fixed Bridge over the said Canal and the Towing-path thereof, with a clear Head Room above every Part of the ordinary Top-water Level of the Canal of not less than Ten Feet, and a clear Head Room above the said Towing-path of not less that Eight Feet Six Inches, with perpendicular Foundation Walls, and without any Projections under Water, leaving the Waterway of a clear Width of Twenty-one Feet, besides a clear and uninterrupted Space of not less than Six Feet in Width for the Towing-path, which Bridge shall be made and for ever after maintained in good and sufficient Repair and Condition by the Company; and during the Time of the Construction of such Bridge, which Time shall not exceed Six Months, the Company shall leave the Waterway of the said Canal free and uninterrupted to a Width of not less than Fourteen Feet, and the Towing-path of not less Width than Five Feet; and the Company shall not in the Erection of such Bridge (except during the Time of the Construction thereof in manner aforesaid), nor in the Repair or Renewal thereof, nor by any other Means, alter the Course or Level nor lessen the Width of the said Canal or the Towing-path or Banks thereof, nor in any Manner obstruct the Navigation of the said Canal or the said Towing-path, or divert therefrom, intercept, cut off, take, use, diminish, or allow to escape any of the Waters therein or which now supply the said Canal, or injure any of the Works of the said Canal.

Penalty on Company for obstructing or injuring Canal.

31. If by reason of any Accident in the Execution of any of the Works by this Act authorized, or by reason of the bad State of Repair of any such Works or of the said Bridge, or by the Stoppage or Diminution of the Water of the said Canal in consequence of any of the Operations of the Company, it shall happen that the said Canal or the Towing-path thereof shall be so obstructed as that Boats, Barges, or other Vessels navigating or using the same shall be impeded in their Passage, or shall not be able at all Times freely and uninterruptedly to pass along the same, or in case the navigable Waterway or Towing-path, or either of them, shall at any Time be contracted to a less Width than is hereby authorized, in every such Case the Company shall pay to the Canal Company the actual Damages thereby occasioned, or, in the Option of the Canal Company, and after reasonable Notice in Writing given to the Secretary of the Company, as by way of ascertained Damages, the Sum of Four Pounds for every Hour during which any such Obstruction or Contraction shall continue after such Notice; and the Canal Company are hereby authorized to sue for and recover such special Damage accordingly, of which nevertheless the Penalties herein-before provided shall (if levied) be considered as forming Part.

32. Nothing

Saving Rights of Canal Company.

32. Nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Canal Company by their Acts of Parliament; and nothing herein contained shall authorize the Company to take or acquire any Land belonging to the Canal Company, excepting for the Purpose of executing the Works by this Act authorized, nor at any Time to obstruct or in any way impede or interfere with the free Use of the Basins, Wharves, and Towing-paths of the said Canal.

A certain Road may be crossed on the Surface.

33. It shall be lawful for the Company to carry the Branch Railway thirdly before described by a Single Line of Railway while the Railway remains a Single Line, and by not more than Two Lines of Railway if the Railway be made a Double Line, across and upon the Level of the Road numbered on the said deposited Plans 17 in the Parish of *Kilbarchan*.

Trains not to be shunted over level Crossing.

34. It shall not be lawful for the Company in shunting Trains to pass any Train over the said level Crossing, or to allow any Train, Engine, Truck, or Carriage to stand across the same.

Lodge to be erected at level Crossing.

35. For the Security and Convenience of the Public the Company shall erect and maintain a Lodge at the Place where the said Branch Railway shall cross the said Road 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 Road on the Level, or with regard to the Speed at which Trains shall pass such Road, 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 the said Crossing, or to observe or abide by any such Rules or Regulations as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridge to be erected in lieu of level Crossing.

36. 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 said Branch Railway hereby authorized to be carried across the said Road on the Level shall have been completed and opened for public Traffic, to require the Company, within such Time as the said Board shall direct, and at the Expense of the Company, to carry the said Road either over or under the Railway by means of a Bridge or 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

Board best adapted for removing or diminishing the Danger arising from such level Crossing.

Regulating Width of a certain Bridge.

37. It shall be lawful for the Company, in constructing the Bridge for carrying the Railway over the public Carriage Road numbered on the said deposited Plans 90 in the Parish of *Kilbarchan*, to make the Arch of the said Bridge of such Width as they may think fit, provided there be left thereunder a clear Space of not less than Twenty Feet.

Power to stop up a certain Road.

38. It shall be lawful for the Company permanently to stop up the Road numbered on the said deposited Plans 75 in the Parish of *Kilbarchan*, without substituting another therefor.

Lands for extraordinary Purposes.

39. The Quantity of Land to be purchased by Agreement by the Company for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," shall not exceed One Acre.

Powers for compulsory Purchases limited.

40. 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.

41. The Railway shall be completed within Four Years from the passing of this Act, and on the Expiration of that Time the Powers by this Act and the Acts incorporated herewith 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.

Tolls for Use of Railway and Carriages.

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

In respect of Passengers.

First, in respect of all Persons conveyed upon the Railway or any Part thereof, as follows:

For every Person so conveyed, *per* Mile Twopence; and if conveyed in or upon any Carriage belonging to or provided by the Company, an additional Sum *per* Mile of One Penny:

In respect of Goods and Minerals.

Secondly, in respect of all Articles, Matters, and Things conveyed upon the Railway or any Part thereof, as follows:

For all Dung, Compost, and Manure (except Guano and artificial Manures), and all Lime, Limestone, and undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile One Penny; and if conveyed in or upon Carriages belonging to or provided

vided by the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Coal, Coke, Culm, Charcoal, Cinders, Guano, artificial Manures, Stones for building, pitching, and paving, Bricks, Slates, Clay, Sand, Ironstone, Iron Ore, and Pig Iron, *per* Ton *per* Mile One Penny; and if conveyed in or upon Carriages belonging to or provided by the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Tiles, Timber, Staves, Deals, and Metals (except Iron), and all 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, and all Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile Twopence; and if conveyed in or upon Carriages belonging to or provided by the Company, an additional Sum *per* Ton *per* Mile of One Penny;

For all Cotton and other Wools, Drugs, Fish, Earthenware, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, and Things, *per* Ton *per* Mile Fourpence; and if conveyed in or upon Carriages belonging to or provided by the Company, an additional Sum *per* Ton *per* Mile of One Penny:

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 Sixpence; and One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh:

In respect of Animals.

Thirdly, in respect of all Animals conveyed upon the Railway or any Part thereof, as follows:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, so conveyed, *per* Mile Fourpence; and if conveyed in or upon any Carriage belonging to or provided by the Company, an additional Sum *per* Mile of One Penny:

For every Calf or Pig, and every Sheep, Lamb, or other small Animal, so conveyed, *per* Mile One Penny; and if conveyed in or upon any Carriage belonging to or provided by the Company, an additional Sum *per* Mile of One Halfpenny:

Tolls for small Parcels and Articles of great Weight.

Provided always, that with respect to small Parcels, (that is to say, Packages not weighing more than Five hundred Pounds each,) and single Articles of great Weight, conveyed on the Railway, the Company may, notwithstanding the Rates of Toll prescribed by this Act, lawfully demand Tolls not exceeding the following; (that is to say,)

For every Parcel not exceeding Seven Pounds in Weight, Threepence; exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence; exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence; exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence; and exceeding Fifty-six Pounds in Weight, any Sum which the Company may think fit: Provided nevertheless, 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 any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Sums following; (that is to say,) if the Weight thereof, including the Carriage, shall be less than Four Tons, Sixpence *per* Ton *per* Mile; if such Weight shall exceed Four Tons but shall not exceed Eight Tons, One Shilling *per* Ton *per* Mile; and if such Weight shall exceed Eight Tons, such Sum as the Company may think fit.

Tolls for propelling Power.

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

Limiting Charges for Conveyance of Passengers.

44. It shall not be lawful for the Company to demand any greater Sum in respect of the Carriage of Passengers conveyed on the Railway than Threepence *per* Passenger *per* Mile in respect of any Passenger travelling in a First-class Carriage, Twopence *per* Passenger *per* Mile in respect of any Passenger travelling in a Second-class Carriage, and One Penny Halfpenny *per* Passenger *per* Mile in respect of any Passenger travelling in a Third-class Carriage, including the Charges for the Use of Carriages and locomotive Power, and all other Charges incidental to such Conveyance.

Passengers Luggage.

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

Limiting Charges for Conveyance of Goods,

46. It shall not be lawful for the Company to demand, in respect of the Conveyance on the Railway of the several Articles, Matters, and Things,

Minerals, and Animals.

Things, and of the several Descriptions of Animals, herein-after mentioned, any greater Sum, including the Charges for the Use of Carriages and locomotive Power, and all other Charges incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of 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, than the several Sums herein-after mentioned; (that is to say,)

For Dung, and the other Articles, Matters, and Things herein-before classed therewith, *per* Ton *per* Mile Twopence:

For Coal, and the other Articles, Matters, and Things herein-before classed therewith, *per* Ton *per* Mile Twopence:

For Sugar, and the other Articles, Matters, and Things herein-before classed therewith, *per* Ton *per* Mile Fourpence:

For Cotton, and the other Articles, Matters, and Things herein-before classed therewith, *per* Ton *per* Mile Fourpence:

For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, *per* Mile Sixpence:

For every Horse, Mule, or Ass, *per* Mile Fourpence:

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

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

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

Company may take increased Charges for such Conveyance by Agreement.

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

Regulations as to the Tolls.

48. The following Provisions and Regulations shall be applicable to the fixing of the several Tolls and maximum Charges herein-before specified; (that is to say,)

For Passengers, Animals, Articles, Matters, and Things conveyed on the Railway for a less Distance than Three Miles the Company may demand Tolls and Charges as for Three entire Miles:

For a fractional Part of a Mile beyond Three Miles or beyond any greater Number of Miles the Company may demand Tolls and Charges in respect of Passengers as for an entire Mile, and in respect of Animals, Articles, Matters, and Things according to the Number of Quarters of a Mile included in such fractional Part of a Mile,

a Mile, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile:

For a Fraction of a Ton the Company may demand Tolls and Charges 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 as to Charges not to apply to Special Trains.

49. The Restrictions herein-before contained as to the Tolls and Charges to be demanded in respect of the Conveyance of Passengers shall not extend to any Special Train that may be required to be run on the Railway, but shall apply only to the ordinary and Express Trains to be appointed from Time to Time by the Company.

Confirming Working Agreement with the Glasgow and South-western Railway Company.

50. Whereas an Agreement, bearing Date the Twenty-sixth Day of *March* One thousand eight hundred and sixty-two, of which a Copy is contained in the Schedule to this Act, has been entered into between the Provisional Directors of the Company and the *Glasgow and South-western* Railway Company in relation to the Working, Maintenance, and Management of the Railway, and other Matters in connexion therewith, and it is expedient that the said Agreement should be sanctioned: The said Agreement shall be and the same is hereby sanctioned and confirmed, and shall be as valid and obligatory upon the Company and the *Glasgow and South-western* Railway Company respectively as if those Companies had been authorized by this Act to enter into the said Agreement, and as if the same had been duly executed by them after the passing of this Act, and it shall be lawful for the Company and the *Glasgow and South-western* Railway Company respectively and they are hereby required to implement and fulfil all the Provisions and Stipulations in the said Agreement contained.

During Subsistence of Working Agreement Lines to be deemed continuous.

51. While and so long as the Railway shall be worked by the *Glasgow and South-western* Railway Company under the said Agreement, the *Glasgow and South-western* Railway and the Railway of the Company shall, as regards Tolls and Charges, be deemed One continuous Line; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway and partly on the *Glasgow and South-western* Railway for a less Distance than Three Miles in all, Tolls and Charges may be demanded as for Three Miles only, and no other Short-Distance Charge shall be made in respect of such Traffic on both or either of the said Railways.

52. The

Appointment of Joint Committee for carrying Agreement into effect.

52. The Company and the *Glasgow and South-western* Railway Company may appoint a Joint Committee, composed of such Number of Directors of those Companies respectively as the said Companies may think proper, and may from Time to Time vary, renew, and re-appoint any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the said Companies respectively as may be necessary for carrying into effect the Purposes of the said Agreement; and every such Joint Committee so appointed shall possess and may exercise the Powers so for the Time being delegated to them, in like Manner as such Powers were possessed and might have been exercised by the said Companies respectively or their respective Directors.

Power of decennial Revision to Board of Trade.

53. It shall be lawful for the Board of Trade, if they think fit, on the Expiration of Ten Years from the Date of the said Agreement, and on the Expiration of every Period of Ten Years from the Time when any Revision thereof shall be made by them in manner herein provided, to cause the said Agreement to be revised; and if the Board of Trade shall be of opinion that the public Interests are injuriously affected by any of the Terms and Conditions of the said Agreement, they shall have Power to require that such Modification may be made thereon as shall appear to them proper and necessary for removing Injury to the Public, and such Modification shall be made accordingly.

Public Notice of such Revision.

54. The Company, previously to the Board of Trade proceeding with any such Revision, shall give such public Notice thereof as that Board may prescribe.

Agreement not to affect other Parties.

55. No Agreement, nor any Revision thereof under this Act, shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Company or the *Glasgow and South-western* Railway Company shall for the Time being be authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement or Revision thereof, 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, as they would have been in case no such Agreement had been entered into.

Authorizing Contracts as to interchange of Traffic between the Company

56. The Company and the *Glasgow and South-western* Railway Company may from Time to Time enter into Contracts with each other for and in relation to the following Matters or any of them; (that is to say,) the Interchange of the Traffic on their respective Undertakings, the Passage and Conveyance of such Traffic over their respective Railways or

or any Part thereof, the Use for such Traffic of the Stations and Works or any of them of such respective Railways, and the Tolls, Rates, and Charges to be levied in respect of such Passage, Conveyance, and Use. and the Glasgow and South-western Company.

57. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Two thousand Pounds (being Eight *per Centum* upon the Amount of the Estimate in respect of the Railway authorized by this Act) has been deposited in the Name of the Queen's Remembrancer of the 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 and Tenth Years of Her present Majesty, the said Sum of Two thousand Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as is herein-after mentioned, be paid 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 by the Company 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 thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid by the Officer or Person in whose Name it shall then be deposited to the Account of Her Majesty's Exchequer, and when so paid 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 Two 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 Two thousand Pounds if the Company shall not within the Time limited for the Completion of the said Railway either open the said Railway Deposit Money not to be repaid until Line opened or Half the Capital paid up and expended, except on Execution of Bond, &c.

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 Capital by this Act authorized to be raised by the Company 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 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, any thing in the said Act of the Ninth and Tenth Years 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 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.

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

58. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made from the Provisions of any General Act relating to Railways, or to 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 and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels, authorized by this Act.

Saving Rights of the Crown.

59. Nothing contained in this Act shall authorize the Company to take, use, or in any Manner interfere with any Foreshore or other Land, Soil, Tenements, or Hereditaments, or any Rights, of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in this Act contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

60. All

60. All the Costs, Charges, and Expenses of applying for and obtaining this Act, and in any way preparatory or incidental thereto, shall be paid by the Company. Expenses of Act.

SCHE-

SCHEDULE.

THIS Contract and Agreement, made between the Glasgow and South-western Railway Company on the First Part, and Sir Robert John Milliken Napier of Milliken and Napier, Baronet, Robert Freeland of Gryfe Castle, Bridge of Weir, Henry Macdowall, Carruth, Bridge of Weir, William Stevenson, of Crosslie Houston, William Edmund Hardie of Locharbank, Bridge of Weir, William Shanks, Thread Manufacturer, Bridge of Weir, Sir Andrew Orr of Harviestoun and Castle Campbell, and James White of Overton, Merchant, Glasgow, the Provisional Directors of the Bridge of Weir Railway Company, as acting on behalf of the said Bridge of Weir Railway Company, and duly authorized thereto by Subscription Contract, dated the 12th Day of December 1861 and subsequent Dates, any Three of said Provisional Directors being a Quorum, on the Second Part, witnesseth, that whereas a Bill has been deposited in the Private Bill Office of the House of Commons, promoted by the said Parties, entitled "A Bill for making a Rail-"way from Johnstone to Bridge of Weir in the County of Renfrew, with "Branches, and for other Purposes:" And whereas, in anticipation of the said Bill being passed into a Law, the Parties hereto have arranged the Terms of the following Agreement: Therefore the said Glasgow and South-western Railway Company of the First Part, and the said Parties of the Second Part, on behalf of the Bridge of Weir Railway Company, to be incorporated by the said Bill, hereby bind and oblige themselves as follows; viz.,

First. On the said Bill passing into a Law the said Bridge of Weir Railway Company shall, with all convenient Despatch, make and complete, in a good, lasting, and workmanlike Manner, the said Bridge of Weir Railway (including under that Name, as used in this Agreement, the Main Line and the Two Branches of the said Railway, or such Part or Portions thereof as the Bridge of Weir Railway Company may actually execute, there being, however, always a Connexion made with the Glasgow and South-western Railway,) as a Single Line, together with all necessary Fences, Stations, Goods Sheds, Sidings, Loading Banks, Cranes, Turning Tables, Weighing Machines, and stationary Signals, Clocks, Ticket Cases, Dating Presses, Furniture, Grates, and Furnishings for Waiting Rooms and Stations, and also an Engine Shed and Water Tank at Bridge of Weir Station, which Water Tank shall be supplied with Water, and have all necessary Works and Arrangements for affording and so as to afford a permanent Supply of Water: Provided always, that if the said Supply of Water is not obtained by Gravitation the First Party shall pump the Water into the Tank, the Second Party supplying the Pump and other necessary Apparatus for so doing, together also with Three Platelayers Cottages of Two Apartments each, and generally with all necessary Apparatus and Conveniences, of the Nature of Fixtures, required for the efficient Working and Management of a Railway such as the Bridge of Weir Railway, and that to the

the entire Satisfaction of the Engineer for the Time being of the said First Party, or, in case of any Difference in Opinion between such Engineer and the said Bridge of Weir Railway Company respecting the same, then to the Satisfaction of a competent neutral Engineer as Arbiter, to be agreed upon by the said Parties, or to be appointed by the Board of Trade on the Application of either Party: Provided always, that the said First Party shall, at their own Expense, provide Accommodation for the Traffic of the Bridge of Weir Railway in their Johnstone Station; and that for the First Five Years after the opening of the said Railway no Rent shall be charged for the said Accommodation, and that the Rent thereafter shall be fixed as herein-after provided.

Second. When and so soon as the said Bridge of Weir Railway, together with the Stations and other Works before mentioned, or any Part of such Railway having a Connexion with the said Glasgow and South-western Railway, shall be completed as aforesaid, and the said Railway, or such Part thereof, approved of by the Board of Trade as ready to be opened for Traffic, the First Party shall, on Notice thereof from the Bridge of Weir Railway Company, forthwith, at their own Cost and Expense, supply and provide such and so many good and sufficient Engines, Carriages, Waggons, Trucks, and other Rolling Stock with Furnishings of every kind, herein-after called Plant, together with such and so many Station Masters, Gate Keepers, Engine Drivers, Guards, Porters, and all other Servants and Workmen of every Description herein-after called Employés, necessary for efficiently working and conducting the Traffic of all Kinds upon and over the said Railway, or the Part thereof completed and opened as aforesaid, including the Collection and Delivery of all Goods and Parcels Traffic at Johnstone and at Bridge of Weir, and at any other Station on the said Railway at which it may be resolved upon to collect and deliver Goods and Parcels Traffic; and the said First Party shall and will during the Continuance of this Agreement work and conduct the whole Traffic thereon in such a Manner as will effectually accommodate and develope both the Local and Through Traffic of the said Bridge of Weir Railway, as if the same formed a Portion of their own Main Line: Declaring that the Plant to be supplied for the working of the said Railway shall be always and in all respects of the like average good Quality and Description as the Rolling Stock and Plant that shall for the Time being be employed on the Main Line of the Glasgow and South-western Railway: Declaring also, that the First Party shall be bound to free and relieve the Bridge of Weir Railway Company of all Claims for Loss, Injury, or Damage of every Kind arising from Accidents in the working of the Traffic, or from Fire from the Locomotives, or arising in any other Manner of Way out of such working.

Third. All Works of the Nature of permanent Works or Fixtures, the Expense of which properly falls to be charged to Capital Account, required for the Extension of Traffic, or which Experience may show to be necessary for the working and proper Development of the Traffic after the Line has been in operation, shall be provided by and at the Expense of the Bridge of Weir Railway Company, and completed to the Satisfaction of the Engineer or Arbiter before referred to: Provided further, that in the event of the permanent Drainage of the Railway or other Works being found defective or insufficient during the first Two Years after the opening of the Line, the Bridge of Weir Railway Company shall be bound to make good such Defect or Insufficiency at their own Expense, and that to the Satisfaction of the said Engineer or Arbiter.

Fourth. From and after the opening of the said Railway or Part thereof as aforesaid, and the entire Completion in every respect to the Satisfaction of the Engineer of the First Party or Arbiter as aforesaid of the said Railway and Works or Part thereof, and during the Continuance of this Agreement, the First Party shall not only maintain and keep in good and complete Order and Repair, and in a good, lasting, and workmanlike Manner, the said Railway or the Part thereof opened and completed as aforesaid, and Stations and all other Works and Conveniences provided by the Bridge of Weir Railway Company, but shall also renew and replace the said Railway Stations and other Works and Conveniences, or any Part thereof, whenever the same may require to be renewed or replaced from whatever Cause: Excepting and declaring always, that if any Danger shall at any Time arise or be apprehended to arise to the Railway and Works or any Part thereof, or if any Accident shall occur by or through the working of Minerals underneath the Railway or by the Side of the same, the said Bridge of Weir Railway Company shall not only be liable for all such Accidents and the whole Consequences thereof, but shall be bound to take such Steps for the Prevention of such Danger, either by purchasing the Minerals or otherwise, as the said Engineer or Arbiter may consider necessary: Further, the said Bridge of Weir Railway Company shall be bound in their Contracts for the Works to take the Contractor or Contractors bound to maintain the Works included therein for Twelve Months after the opening of the Line, or the Part thereof included in such Contracts respectively; and the Bridge of Weir Railway Company shall be bound to enforce, at the Sight of the First Party, Fulfilment of the Obligations undertaken by said Contractor as regards such Maintenance, the Bridge of Weir Railway Company paying to him the Sum, if any, agreed upon between them for the foresaid Maintenance, without any Claim of Repetition or Compensation or any other Claim whatever therefor against the First Party.

Fifth. The Tolls, Rates, and Charges to be levied and taken for and in respect of the Traffic of all Kinds passing over the Bridge of Weir Railway or any Part thereof shall be levied by the First Party; but the said Tolls, Rates, and Charges shall be fixed by the Joint Committee of the Two Companies herein-after mentioned.

Sixth. The said Joint Committee shall have the Right to fix and determine the Number per Diem and the Times of Departure and Arrival of the Trains, whether for Passengers or Goods or Minerals, to be run over the said Bridge of Weir Railway.

Seventh. The First Party shall have the Power to appoint and remove all the Employés required for the working of the Traffic, and for the Care and Charge of the Line and Plant, and shall pay them respectively such Salaries or Wages as shall be reasonable: Provided that it shall be competent for the said Joint Committee to require the Removal or Suspension of any Employé for Misconduct; and any such Requisition duly notified by their Secretary shall be forthwith complied with.

Eighth. The Secretary, Accountant, and Clerks necessary or requisite for transacting the ordinary Business of the said Bridge of Weir Railway Company, not relating to the working of the Railway or the Traffic thereon, or the Maintenance thereof, shall be appointed and paid by the Bridge of Weir Railway Company, and the Allowances to Directors and Auditors shall also be paid by them.

Ninth. There shall be included in the gross Receipts of the Bridge of Weir Railway Company, First, the Monies earned for and in respect of the Traffic of all Kinds over and upon the Bridge of Weir Railway; Second, the Allowance for Terminals for Through Traffic prescribed by the Regulations of the Railway Clearing House; but in the accounting between the Two Companies no Allowance for Terminals shall be made on Local Traffic; declaring that by Through Traffic is meant Traffic between Stations on the Bridge of Weir Railway and Stations on other Railways not belonging to or worked by the First Party, and by Local Traffic is meant Traffic confined to the Line of the Bridge of Weir Railway, or passing between Stations on it and Stations on the Glasgow and South-western Railway, or other Railways worked by the First Party; provided always, that no Terminals for such Local Traffic shall be allowed to the First Party, or to the Owners of other Lines worked by the First Party; and Third, the Rents of the Platelayers Cottages before mentioned; and out of the said gross Receipts there shall be deducted by the First Party the following Payments and Allowances; viz., First, in respect of the Expense incurred by the First Party for Terminal or Station Charges in the Collection or Delivery of Traffic there shall be deducted by them only the actual Cost of Cartage; Second, in respect of the Maintenance of the said Bridge of Weir Railway, or the Part maintained and worked by the First Party as aforesaid, and the Working and Management of the Traffic thereon, and all Services to be rendered by the First Party to the said Bridge of Weir Railway Company, including the Expenses of maintaining Signals and Conveniences at the Junction with the Glasgow and South-western Railway, and the Wages of Watchmen, Switchmen, and other Persons, and all Expenses incident to the working of such Junction, there shall be deducted and retained by the First Party as aforesaid, after deducting or providing for the special Payments first above provided for, during the first Five Years of the Working and Management of the said Traffic, Forty-two and One Half per Cent. of the Balance of the Monies earned as aforesaid, and the remaining Fifty-seven and One Half per Cent. of such Earnings shall be paid over to the Bridge of Weir Railway Company in the Manner and at the Times herein-after stated; provided always, that after the first Five Years of the said Working and Management a new Arrangement shall be made as to the Allowance or Per-centage to be made to the said First Party for and in respect of Maintenance, Renewals, Working, Management, and Services which shall subsist for the next Ten Years, to be subject to Revisal or Alteration at the End of every Ten Years thereafter; and in case of the Parties not agreeing as to the said Allowance or Per-centage, including as after mentioned, the same shall be fixed from Time to Time by Arbitration in accordance with "The Railway Companies Arbitration Act, 1859," it being hereby declared and explained that the said Per-centage for the first Five Years does not include any Rent for the Use of the Johnstone Station, nor any Allowance for Renewal or Replacement of the said Railway and Works, and that the Arbitrator, Arbitrators, or Umpire shall take these Matters into account, and allow for the same in fixing the said Allowances or Per-centages, from Time to Time after the said first Five Years.

Tenth. Before the opening of the said Bridge of Weir Railway, or any Part thereof, for public Traffic, the Board of Directors of the said Bridge of Weir Railway Company shall, by Board Minute, appoint Three of their Directors, and the Board of Directors of the First Party shall in like Manner appoint

Three of their Directors, who shall together constitute and be a Joint Committee for superintending, watching, and developing the Working and Traffic of the said Bridge of Weir Railway, with all such Powers of the said Companies respectively as may be necessary for carrying into effect the Purposes of this Agreement, the Directors of the said Companies respectively having Power at any Time by Board Minute to change the Members representing them in the said Committee, or to fill up any Vacancies which may from Time to Time occur therein: Declaring, however, that no Director of the First Party, being also a Director of the said Bridge of Weir Railway Company, shall be appoin ed a Member of said Joint Committee on the Part of the said last-mentioned Company, such Director being, however, eligible for Appointment to said Committee by the First Party as one of the Representatives of that Company.

Eleventh. One of the Three Members from the Bridge of Weir Board, to be appointed by such Members, shall be the First Chairman of the said Joint Committee, and shall remain in Office for Six Months, and then One of the Three Members from the Glasgow and South-western Board, to be appointed by such last-mentioned Members, shall be Chairman of the said Joint Committee for the next Six Months, and so on alternately; and the Chairman for the Time being shall have a deliberative Vote, but not a casting Vote.

Twelfth. The Secretary of the said Bridge of Weir Railway Company for the Time being shall be Secretary to said Joint Committee.

Thirteenth. There shall be appointed by the said Joint Committee, at their First Meeting in each Year, a Standing Umpire, to whom shall be referred and who shall determine all Questions and Differences upon which the Joint Committee may be equally divided; and if at any Time the Joint Committee shall be equally divided as to the Appointment of such Standing Umpire, such Appointment for the ensuing Year shall be made by the Board of Trade, upon the Application of any Member of the said Joint Committee or their Secretary.

Fourteenth. The First Party shall, as soon as practicable after the 31st Day of January and the 31st Day of July in each Year, and not later than Four Weeks from such Dates respectively, make up Accounts and Statements showing in detail the gross Receipts of the said Bridge of Weir Railway Company during the preceding Half Year, and the several Sums and Allowances to be paid or retained and deducted therefrom by the First Party, as provided in Article Ninth hereof, and shall thereupon pay over to the said Bridge of Weir Railway Company the Balance of such gross Receipts (after deducting the said Sums and Allowances), together with Bank Interest on the Sums appearing from the said Accounts and Statements to be due to the said Bridge of Weir Railway Company at the End of each Month till One Month after the Close of the Half Year to which such Payment relates, and Interest at the Rate of Five per Cent. per Annum on the said Balance thereafter till paid; and out of the Monies so paid over to the said Bridge of Weir Railway Company they shall pay all Feu Duties, Ground Annuals, and other annual Payments of that Nature which may be chargeable on any Lands which may be acquired by them, and the Interest upon any Sums borrowed by them, and also the Government Duty on Passengers, and all Poor's Rates and other public and parochial Burdens and Assessments, as well as all other Charges and Expenses for which the said Bridge of Weir Railway Company are or may be liable.

Fifteenth. The said Accounts and Statements, if not objected to generally, or as to any particular Item, within Twenty-one Days of their being received by

by the Secretary of the said Bridge of Weir Railway Company, shall be held to be correct, and shall be final as between both Companies; but if objected to, either in whole or in part, within that Period, they shall be referred for Adjustment to the Standing Umpire named in Terms of the Provisions herein contained.

Sixteenth. Any Member of the Joint Committee or of the Board of the said Bridge of Weir Railway Company, and the Secretary or any Accountant employed by them, shall respectively have Access to and the Right to inspect or take Copies of or make Extracts from any Books, Accounts, Vouchers, or Documents relating to any such Accounts or Statements, or requisite or proper for the Elucidation or Verification thereof; and the First Party, their Directors and Officers, shall afford all such Information as may be reasonably required of them in relation to such Accounts and Statements.

Seventeenth. This Agreement, subject to the Conditions and Stipulations herein expressed, shall continue and be in force in perpetuity.

Eighteenth. This Agreement is to be sanctioned and confirmed by the said Bill, and any Alterations in the Bill necessary for that Purpose shall be adjusted by the Parliamentary Agents of the Parties, or, in case of Difference, by a Referee to be named by such Agents.

Lastly. Both Parties bind and oblige themselves to abide by and implement to each other this Agreement under the Penalty of 500*l.* to be paid by the Party failing to the Party performing or willing to perform the same, and that over and above Performance; and both Parties consent to the Registration hereof, and of any Orders, Awards, or Decrees Arbitral to follow hereon, for Preservation and Execution.

In witness whereof these Presents written upon this and the Nine preceding Pages of stamped Paper by Robert Rodman, Clerk at Glasgow to the said First Party, are subscribed in duplicate as follows; viz., by the said Glasgow and South-western Railway Company, that is to say, by Patrick Playfair and James Lumsden, both Merchants in Glasgow, Two of the Directors of the said Glasgow and South-western Railway Company, and by the said Sir Robert John Milliken Napier, William Edmund Hardie, and William Shanks, being Three and a Quorum of the Provisional Directors of the said Bridge of Weir Railway Company, all as follows; viz., by the said Patrick Playfair at Glasgow upon the Twenty-sixth Day of March in the Year Eighteen hundred and sixty-two, before these Witnesses, David McKinlay Stewart, Clerk to Messrs. Patrick Playfair & Company, Merchants, Glasgow, and Robert Rodman, Clerk at Glasgow to the said First Party; by the said James Lumsden, also at Glasgow, upon the said Twenty-sixth Day of the Month of March in the Year last mentioned, before these Witnesses, William Kerr Craig, also Clerk at Glasgow to the said First Party, and the said Robert Rodman; and by the said Sir Robert John Milliken Napier at Milliken House upon the said Twenty-sixth Day of the Month of March in the Year last mentioned, before these Witnesses, James Douglas, Clerk to Messrs. Morrisons and Anderson, Writers, Glasgow, and William Anton, Butler to the said Sir Robert John Milliken Napier, at Milliken aforesaid; by the said William Edmund Hardie at Locharbank aforesaid upon the said Twenty-sixth Day of the Month of March in the Year last mentioned, before these Witnesses, the said James Douglas and John Hardie, residing at Locharfield; and by the said William Shanks at Bridge of Weir upon the said Twenty-sixth Day of the Month of March in the Year last mentioned,

before these Witnesses, the said James Douglas and James Shanks, residing in Bridge of Weir.

(Signed) D. M. STEWART, Witness. ROB. RODMAN, Witness.	(Signed) PATRICK PLAYFAIR, Director.
W. K. CRAIG, Witness. ROB. RODMAN, Witness.	JAMES LUMSDEN, Director.
JAMES DOUGLAS, Witness. WILLIAM ANTON, Witness.	R. J. M. NAPIER, Pro-Director, B. of Weir Rail.
JAMES DOUGLAS, Witness. JOHN HARDIE, Witness.	WILLIAM EDMUND HARDIE, Pro-Director.
JAMES SHANKS, Witness. JAMES DOUGLAS Witness.	WILLIAM SHANKS, Pro-Director, B. of Weir Railway.

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