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An Act for improving and completing a Direct Line of Railway Communication between Glasgow and Kilmarnock viâ Crofthead, and for vesting the same in the Caledonian and Glasgow and South-western Railway Companies, and for abandoning the Kilmarnock Direct Railway; and for other purposes. [12th July 1869.] A.D. 1869.

WHEREAS under the provisions of the Caledonian Railway (Glasgow, Barrhead, and Neilston Direct Railway Lease) Act, 1849, (which Act is herein-after called "the Barrhead Lease Act, 1849,") as amended by the Caledonian Railway (Arrangements) Act, 1851, the Glasgow, Barrhead, and Neilston Direct Railway, including the Glasgow Southern Terminal Railway (herein-after called "the Barrhead Railway"), was leased to and became vested in the Caledonian Railway Company (herein-after called "the Caledonian Company") for a term of nine hundred and ninety-nine years, from and after the twenty-seventh day of September one thousand eight hundred and forty-nine, at or for the annual rent or annuity therein specified: 12 & 13 Vict. c. xc. 14 & 15 Vict. c. cxxxiv.

And whereas under the powers of the Caledonian Railway (Crofthead Extension and Amendment) Act, 1853, (herein-after called "the Barrhead Extension Act, 1853,") the Caledonian Company have constructed a railway in extension of the Barrhead Railway from a point near Barrhead to Crofthead (which Extension Railway is herein-after called "the Barrhead Extension Railway"), of which the Caledonian Company are sole proprietors, and by the same Act the rent or annuity payable to the Glasgow, Barrhead, and Neilston Direct Railway Company (herein-after called "the Barrhead Company") was increased to and fixed in perpetuity at the sum of eleven thousand four hundred and thirty-seven pounds ten shillings: 16 & 17 Vict. c. cxlix.

And whereas by the Caledonian Railway (Barrhead and Paisley Branch, &c.) Act, 1865, (herein-after called "the Barrhead Improve- 28 & 29 Vict. c. cxxxv.

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ment Act, 1865,") the Caledonian Company were authorized to alter and improve certain portions of the Barrhead Railway and the Barrhead Extension Railway respectively:

28 & 29 Vict. c. cxxxix.

And whereas the Crofthead and Kilmarnock Extension Railway Company (herein-after called "the Crofthead Company") were incorporated by the Crofthead and Kilmarnock Extension Railway Act, 1865, (herein-after referred to as "the Crofthead Act, 1865,") and by that Act, as amended by the Crofthead and Kilmarnock Extension Railway (Deviations) Act, 1866, (herein-after called "the Crofthead Deviations Act, 1866,") were authorized to construct a railway from and in extension of the Barrhead Extension Railway towards Kilmarnock, and terminating near Stewarton at a point where it was intended to form a junction with the railway herein-after referred to as the Kilmarnock Direct Railway, with a connecting line from that railway to an intended goods station at Kilmarnock, and a branch to Beith (which railways and branch as authorized by the two last-mentioned Acts are herein-after referred to as "the Crofthead Railway"):

And whereas the Caledonian Company were by the Crofthead Act, 1865, empowered and required to contribute to the capital of the undertaking authorized by that Act the sum of one hundred and forty thousand pounds, and to work and maintain the Crofthead Railway, and were empowered to appoint five directors of that undertaking:

And whereas the Crofthead Company are in course of constructing the railways authorized by their said Acts:

28 & 29 Vict. c. lxxiv.

And whereas the Glasgow and South-western Railway Company (herein-after called "the South-western Company") were by the Glasgow and South-western Railway (Kilmarnock Direct) Act, 1865, (herein-after referred to as "the Kilmarnock Direct Act, 1865,") as amended by the Crofthead Deviations Act, 1866, authorized to make and maintain a railway from Glasgow to Kilmarnock, with a branch therefrom (which railways are herein-after called "the Kilmarnock Direct Railway,") with a view to the better accommodation of their through traffic, but no part of that railway has yet been made:

And whereas provision was made in the Kilmarnock Direct Act, 1865, that that portion of the Kilmarnock Direct Railway which would extend from the junction near Stewarton between that railway and the Crofthead Railway to the junction of those railways at or near Kilmarnock should be constructed with four lines of rails, two of which should become the property and be for the sole and exclusive use of the Crofthead Company, whereby in connexion with the various Acts above recited two separate lines of railway

communication between Glasgow and Kilmarnock were authorized to be established and maintained:

And whereas by the Crofthead Act, 1865, the Crofthead Company were authorized to raise for the purposes of their undertaking the sum of two hundred and forty thousand pounds by shares, and to borrow on mortgage the further sum of eighty thousand pounds:

And whereas by the Kilmarnock Direct Act, 1865, the South-western Company were authorized to raise for the purposes of the Kilmarnock Direct Railway the sum of five hundred thousand pounds by shares, and by the Glasgow and South-western Railway (Ayrshire Lines) Act, 1865, the South-western Company were authorized to raise for the purposes of that Act the sum of three hundred thousand pounds by shares, making together the sums authorized to be raised by shares by the last two recited Acts eight hundred thousand pounds; and the South-western Company have raised by the creation and issue of eighty thousand shares of the same class, and of the nominal value of ten pounds each, payable in four equal instalments, the whole of the said sum of eight hundred thousand pounds, whereof six hundred thousand pounds, being the amount of the first three instalments, has been paid:

And whereas by the Kilmarnock Direct Act, 1865, the South-western Company were authorized to borrow on mortgage for the purposes of that Act the sum of one hundred and sixty-six thousand six hundred pounds, but they have not borrowed any part of that sum:

And whereas after the application to the purposes of the Glasgow and South-western Railway (Ayrshire Lines) Act, 1865, of the sum of three hundred thousand pounds, part of the said sum of six hundred thousand pounds so paid as aforesaid, the remainder of the said sum of six hundred thousand pounds, so far as not already applied to the purposes of the Kilmarnock Direct Railway, will be sufficient for the purposes of this Act, so far as concerns the South-western Company, and it is expedient that provision should be made for the reduction of the said authorized share capital as herein-after mentioned, and that the powers of the South-western Company of borrowing on mortgage under the Kilmarnock Direct Act, 1865, should also be limited as herein-after mentioned:

And whereas there is not sufficient traffic to justify the construction of two new and separate lines of railway communication between Glasgow and Kilmarnock, in addition to the existing route of the South-western Company viâ Dalry; and it would save a large amount of expenditure, and be productive of public advantage, if the Kilmarnock Direct Railway, excepting a small portion thereof near Kilmarnock, were abandoned, and further provision were made for the completion and improvement of the through route between

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Glasgow and Kilmarnock viâ Crofthead, and that route were vested in the Caledonian Company and the South-western Company jointly, and so as to enable each Company to convey traffic over the same:

And whereas it is expedient, for the purposes aforesaid, that provision be made for the dissolution of the Crofthead Company, and for altering and improving the said authorized route viâ Crofthead, by the construction of the railway herein-after described, in lieu of certain portions of the Crofthead Railway and of the Kilmarnock Direct Railway; and that the powers conferred upon the Caledonian Company by the Barrhead Improvement Act, 1865, for the improvement of the Barrhead Railway and the Barrhead Extension Railway respectively should be exercised by that Company and the South-western Company jointly; and that the Caledonian Company and the South-western Company (who are herein-after collectively referred to as "the two Companies") should respectively be authorized to apply surplus capital to the purposes of this Act:

And whereas plans and sections of the said proposed railway, and plans of the lands and buildings which are by this Act authorized to be acquired for the purposes thereof, and of the said alterations and improvements of the Barrhead Railway and of the Barrhead Extension Railway, and books of reference to those plans, have been deposited with the principal sheriff clerks for the counties of Ayr and Renfrew respectively, which plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference respectively:

And whereas the objects aforesaid 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,)

Short title.

1. This Act may be cited for all purposes as "The Caledonian and Glasgow and South-western Railways (Kilmarnock Joint Line) Act, 1869."

8 & 9 Vict. cc. 19. & 33., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

2. The following Acts and parts of Acts are, except where expressly varied by this Act, incorporated with and form part of this Act; (that is to say,)

The Lands Clauses Consolidation (Scotland) Act, 1845:

The Lands Clauses Consolidation Acts Amendment Act, 1860:

The Railways Clauses Consolidation (Scotland) Act, 1845:

Part I. (relating to construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act, 1863.

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Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; and in this Act the following expressions have the following meanings; that is to say,

"The Caledonian Company" means the Caledonian Railway Company:

"The Barrhead Lease Act, 1849," means the Caledonian Railway (Glasgow, Barrhead, and Neilston Direct Railway Lease) Act, 1849:

"The Barrhead Railway" means the Glasgow, Barrhead, and Neilston Direct Railway, including the Glasgow Southern Terminal Railway:

"The Barrhead Company" means the Glasgow, Barrhead, and Neilston Direct Railway Company:

"The Barrhead Extension Act, 1853," means the Caledonian Railway (Crofthead Extension and Amendment) Act, 1853:

"The Barrhead Extension Railway" means the railway authorized by the Barrhead Extension Act, 1853:

"The Barrhead Improvement Act, 1865," means the Caledonian Railway (Barrhead and Paisley Branch, &c.) Act, 1865:

"The Crofthead Company" means the Crofthead and Kilmarnock Extension Railway Company:

"The Crofthead Act, 1865," means the Crofthead and Kilmarnock Extension Railway Act, 1865:

"The Crofthead Deviations Act, 1866," means the Crofthead and Kilmarnock Extension Railway (Deviations) Act, 1866:

"The Crofthead Railway" means the railways of the Crofthead Company, as authorized by the Crofthead Act, 1865, and the Crofthead Deviations Act, 1866:

"The South-western Company" means the Glasgow and South-western Railway Company:

"The Kilmarnock Direct Act, 1865," means the Glasgow and South-western Railway (Kilmarnock Direct) Act, 1865:

"The Kilmarnock Direct Railway" means the railways authorized by the Kilmarnock Direct Act, 1865, as authorized to be deviated by the Crofthead Deviations Act, 1866:

"The two Companies" means the Caledonian Company and the South-western Company:

"The vesting period" means the first day of August one thousand eight hundred and sixty-nine.

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Vesting of Caledonian Company's interest in Barrhead Railway in the two Companies.

4. The South-western Company shall repay to the Caledonian Company a sum equal to one equal moiety of all sums expended by the Caledonian Company on capital account prior to the vesting period in connexion with the Barrhead Railway, after deducting therefrom all sums, if any, received by the Caledonian Company in respect of the sale of lands acquired for the purposes of the Barrhead Railway, and on such repayment being made all the estate, property, rights, privileges, powers, and authorities which are possessed, held, or enjoyed, or are exerciseable by the Caledonian Company of or in or in respect of or in connexion with the Barrhead Railway, and the stations, sidings, works, and conveniences of whatever description, and generally all other subjects of every description falling under the said lease of the Barrhead Railway or the Acts relating thereto (excepting the lands, if any, sold as aforesaid), or paid for by the South-western Company to the Caledonian Company under the provisions of this section, are, together with the said lease itself, as from the vesting period, vested in the two Companies jointly, for their joint and separate use and benefit on equal terms in every respect, but under burden of the said rent or annuity of eleven thousand four hundred and thirty-seven pounds ten shillings, and subject to the provisions herein-after contained, and shall and may be possessed, held, used, exercised, and enjoyed by them, and each of them, for and during the residue of the term of nine hundred and ninety-nine years, for which the Barrhead Railway is leased to the Caledonian Company, as fully and freely in every respect as if the name of the South-western Company had been originally inserted in the before-mentioned lease, and the Barrhead Lease Act, 1849, as joint lessee with the Caledonian Company.

Moiety of rent of Barrhead Railway to be paid by South-western Company.

5. As from the vesting period the South-western Company shall pay to the Barrhead Company, and shall free and relieve the Caledonian Company of the payment of one equal moiety of the rent or annuity of eleven thousand four hundred and thirty-seven pounds ten shillings, now payable by the Caledonian Company to the Barrhead Company, and such payment shall be made at the times and in the proportions at and in which the said rent or annuity is now payable by the Caledonian Company to the Barrhead Company, and may be enforced by the Barrhead Company, or the Caledonian Company, in any court of competent jurisdiction, and the Caledonian Company shall be relieved from the payment of the said rent or annuity to the extent to which the same shall under this present enactment have been paid to the Barrhead Company by the South-western Company: Provided always, that the two Companies may,

if they think fit, agree as between themselves that the said rent or annuity shall be paid by the joint committee herein-after mentioned.

Saving rights of Barrhead Railway Company.

6. Notwithstanding the vesting in the two Companies of the estate, property, rights, and interest of the Caledonian Company in the Barrhead Railway, and of the said lease thereof as herein-before provided, the said rent or annuity of eleven thousand four hundred and thirty-seven pounds ten shillings shall remain charged on the Barrhead Railway and the whole revenues thereof; and the Barrhead Company and the proprietors of stock and shares therein shall continue to have and may exercise and enforce the same securities, liens, rights, powers, privileges, and remedies upon and against the Barrhead Railway, and the whole revenues thereof, as the Barrhead Company and the proprietors of stock and shares therein had or might have exercised or enforced before the vesting period against the Caledonian Company or the Barrhead Railway and the whole revenues thereof; and nothing in this Act contained shall alter, prejudice, or affect the rights and privileges of the Barrhead Company or the proprietors of stock and shares therein under any of the recited Acts, or the remedies which are thereby conferred for enforcing and recovering payment from the Caledonian Company of the whole of the said rent or annuity at the times and in the proportions at and in which the same is now payable, or the order of priority of payment established by any of the recited Acts or by the Caledonian and Scottish Central Railways Amalgamation Act, 1865, as among the guaranteed companies therein mentioned, or as among the said guaranteed companies and the holders of mortgages or bonds or debenture stock also therein mentioned.

Vesting of Barrhead Extension Railway in the two Companies.

7. The South-western Company shall pay to the Caledonian Company a sum equal to one equal moiety of the cost incurred by that Company in respect of the Barrhead Extension Railway, and on such payment being made the Barrhead Extension Railway, including the railways, stations, and works, whether constructed or in progress, authorized by, and the lands, property, and effects of every description acquired under or by virtue of the Barrhead Extension Act, 1853 (except section sixteen of that Act), and the Barrhead Improvement Act, 1865, as restricted by the Caledonian Railway (Abandonment, Extension of Time, &c.) Act, 1868, and all the privileges, rights, powers, and authorities in respect of the Barrhead Extension Railway, which under or by virtue of those Acts or either of them, or by any other Act, were immediately before the vesting period vested in or exerciseable by the Caledonian Company, are, as from the vesting period, vested in the two Companies jointly as

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joint owners thereof, for their joint and separate use and benefit, on equal terms in every respect.

Vesting in two Companies of undertaking of Crofthead Company, and subsequent dissolution of that Company.

8. Within the period of three months after the passing of this Act the two Companies shall be jointly and severally bound to pay and shall pay to the Crofthead Company the amount of all deposits and calls previously paid up by the shareholders of that Company, other than the Caledonian Company, on their shares therein, with interest at the rate of five per centum per annum from the respective dates at which the said deposits and calls were payable; and within the same period the South-western Company shall be bound to pay and shall pay to the Caledonian Company one half of the amount of the deposit and calls previously paid up by the Caledonian Company, on the shares held by them in the Crofthead Company, with interest at the rate aforesaid from the respective dates at which such deposit and calls were payable; and upon such payments to the Crofthead Company and the Caledonian Company being made (of which payments the receipts in writing of those Companies under their respective common seals shall be sufficient evidence), the undertaking of the Crofthead Company, and all their railways, stations, and works, whether constructed or in progress, and lands, property, monies, cash balances, debts, claims, and effects whatsoever, and the whole rights, powers, privileges, and authorities vested in that Company by the Crofthead Act, 1865, and the Crofthead Deviations Act, 1866, and by the warrant of extension of time granted by the Board of Trade with reference to those Acts, so far as then in force, are as from the vesting period transferred to and vested in the two Companies jointly, subject to the provisions of this Act, and subject also to payment and fulfilment of all the debts, liabilities, engagements, contracts, and obligations of the Crofthead Company in relation to their undertaking, including all expenses incurred by them in relation to this Act, and to the agreement between them and the two Companies preliminary thereto; and thereafter the Crofthead Company shall subsist only for the purpose of distributing the funds in their hands among their shareholders; and when such distribution is completed, and notice to that effect signed by their chairman of directors and secretary is published in the Edinburgh Gazette, the Crofthead Company shall be and is hereby dissolved: Provided that as between the two Companies the sums of money to be paid, and the debts, liabilities, engagements, contracts, and obligations to be paid and satisfied by the two Companies as aforesaid, shall be paid and borne in equal moieties in all respects, and each of the two Companies shall be entitled to recover

in any court of competent jurisdiction from the other Company any sum of money which they may have paid in excess of such moiety.

Part V. of 26 & 27 Vict. c. 92. incorporated.

9. For the purposes of the last preceding section of this Act, and except as otherwise provided by this Act, Part V. (relating to amalgamation) of the Railways Clauses Act, 1863, is incorporated with and forms part of this Act; and the two Companies shall be deemed to be the amalgamated Company.

Differences to be settled by arbitration.

10. If any difference shall arise between the two Companies on the one hand, and the Crofthead Company on the other hand, or between the two Companies themselves, as to the sum or sums of money to be paid, or as to any other matter provided for or arising out of the last two preceding sections of this Act, every such difference shall from time to time be determined by arbitration as herein-after provided.

Payment to be made by the South-western Company to the Caledonian Company for portion of South Side station.

11. The South-western Company shall pay to the Caledonian Company a sum equal to one equal moiety of the cost incurred by that Company in respect of the portion herein-after described of the station in Glasgow belonging to the Caledonian Company known as the South Side station, and the station houses and other buildings, erections, sidings, appurtenances, and conveniences upon and within that portion of the station, subject to such deduction as may be determined in the manner herein-after provided in respect of the accommodation and user in and of the said portion of the South Side station herein-after reserved to the Caledonian Company.

Portion of Caledonian Company's South Side station at Glasgow vested in the two Companies.

12. On payment by the South-western Company to the Caledonian Company of the sum provided for in the last preceding section of this Act, the portion of the South Side station lying on the west side of a line situated twelve feet east of, and parallel to, the eastmost rail leading into the said station from the Barrhead Railway, and extending from south to north from the march between the Barrhead Railway and the South Side station to a point seventy feet north of the north wall of the South Side station house, together with the station houses and other buildings and erections, sidings, appurtenances, and conveniences upon and within that portion of the station, is, as from the vesting period, vested in the two Companies jointly as joint owners thereof, for their joint and separate use and benefit, on equal terms in every respect; and the portion of station so vested shall, for the purposes of this Act, be deemed to be a portion of the joint line, as herein-after defined; but, notwithstanding such vesting, saving, and reserving to the Caledonian Company the right to have their goods traffic, other than that using the joint line, accommodated in the present or any future

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goods station that may be erected on the portion of the South Side station so vested in the two Companies, and the right of user of so much of that vested portion as may be necessary for working that traffic into and out of the South Side station.

Differences as to amount payable to Caledonian Company to be settled by arbitration.

13. If any difference shall arise between the two Companies as to the amount of the cost incurred by the Caledonian Company in respect of the vested portion of the South Side station, and the station houses and other buildings, erections, sidings, appurtenances, and conveniences aforesaid, or as to the amount of the deduction to be made in respect of the accommodation and user so reserved to the Caledonian Company as aforesaid, or in anywise relating to those matters, or any of them, every such difference shall from time to time be determined by arbitration as herein-after provided.

Portion of Crofthead Railway to be abandoned.

14. The construction of so much of the Crofthead Railway authorized by the Crofthead Deviations Act, 1866, and in that Act called "Line No. 1," as lies between a point on that authorized railway about eighty yards southward from the centre of Annick Water, where that water is crossed by the line of that authorized railway, and the authorized junction thereof with the main line of railway authorized by the Kilmarnock Direct Act, 1865, shall be abandoned and relinquished.

Compensation for damage to land by entry, &c. for purposes of railway abandoned.

15. The abandonment under the authority of this Act of the before-mentioned portion of the Crofthead Railway shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of the Lands Clauses Consolidation (Scotland) Act, 1845, for any damage occasioned by the entry of the Crofthead Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of railway; and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by that Company to receive compensation, in accordance with the provisions in that behalf of the Railways Clauses Consolidation (Scotland) Act, 1845, for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the last-mentioned Act or the Crofthead Deviations Act, 1866.

Compensation to be made in respect of portions of railway abandoned.

16. Where before the passing of this Act any contract may have been entered into or notice given by the Crofthead Company for the purchasing of any land for the purposes of or in relation to the said portion of the Crofthead Railway, and which shall not be required

for the purposes of any of the works by this Act authorized, full compensation shall be made by the two Companies to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation (Scotland) Act, 1845, for determining the amount and application of compensation paid for lands taken under the provisions thereof, and such compensation (if any) shall as between the two Companies be paid in equal proportions.

Compensation to proprietor of estate of Lainshaw.

17. Whereas under the powers of the Crofthead Act, 1865, and the Crofthead Deviations Act, 1866, the Crofthead Company gave notices to John William Herbert Cuninghame, the heir of entail in possession of the estate of Lainshaw in the county of Ayr, for the purchase, for the purposes of the Crofthead Railway, of certain lands forming part of that estate: And whereas the amount of compensation payable by the Crofthead Company in respect of said lands was fixed and awarded by arbitration, and the Crofthead Company entered upon and took possession of said lands, but no conveyance thereof has yet been granted in favour of the Crofthead Company, and the compensation awarded as aforesaid and due by said Company is still unpaid: And whereas in consequence of the abandonment by this Act authorized of a portion of the Crofthead Railway certain parts of the said lands will not be required for the purposes of that railway, but certain other lands adjoining and in close proximity thereto and forming part of the same estate will be required for the purposes of the railway by this Act authorized to be constructed in substitution for the said portion of railway: Therefore it shall be lawful for the two Companies, when the compensation payable to the said John William Herbert Cuninghame, or to the proprietor for the time of said estate of Lainshaw, for any portion of said estate to be taken or acquired under this Act shall have been fixed and ascertained, to deduct from said last-mentioned compensation the compensation to be fixed as after mentioned in respect of any lands forming part of the portion of railway by this Act authorized to be abandoned, and included in the lands dealt with by the before-mentioned arbitration; and such compensation for the land to be taken or acquired under this Act, and also such compensation in respect of any lands scheduled in the before-mentioned arbitration, and forming part of the portion of railway by this Act authorized to be abandoned, shall, in the option of the said John William Herbert Cuninghame, or of the proprietor for the time of the said estate of Lainshaw, be

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respectively ascertained and fixed by the arbiter who pronounced the award in the foresaid arbitration, and failing that, shall be ascertained and fixed as any compensation under this Act: Provided always, that upon the granting or allowance of any such deduction or abatement all right and interest of the Crofthead Company, or the two Companies, in or in any way of or concerning the lands in respect of which such deduction or abatement shall be so granted or allowed, shall thenceforth cease and determine: Provided also, that nothing in this Act contained shall in any way prejudice or interfere with the recovery and enforcement of payment by the said John William Herbert Cuninghame, or by any one in his right, of the said amount of compensation already fixed and awarded by arbitration as aforesaid, but such amount of compensation, and all sums or any sum of money payable under such past award, shall be payable and recoverable as if this Act had never been passed.

Kilmarnock Direct Railway to be abandoned, except a portion thereof at Kilmarnock.

18. The construction of the Kilmarnock Direct Railway, except so much of the deviation thereof authorized by the Crofthead Deviations Act, 1866, as lies between a point on such deviation four hundred and sixteen yards or thereabouts from the commencement thereof and the authorized termination thereof at Kilmarnock shall be abandoned and relinquished; and sections 6 and 7 of the Glasgow and South-western Railway Act, 1868, so far as they relate to the Kilmarnock Direct Railway, are hereby repealed.

Compensation for damage to land by entry, &c. for purposes of railway abandoned.

19. The abandonment under the authority of this Act of the Kilmarnock Direct Railway shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of the Lands Clauses Consolidation (Scotland) Act, 1845, for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of railway; and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation in accordance with the provisions in that behalf of the Railways Clauses Consolidation (Scotland) Act, 1845, for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise, as regards such land, of any of the powers contained in the last-mentioned Act, or the Kilmarnock Direct Act, 1865, or the Crofthead Deviations Act, 1866.

Compensation to be made in respect of

20. Where before the passing of this Act any contract may have been entered into or notice given by the South-western Company for the purchasing of any land for the purposes of or in

relation to the Kilmarnock Direct Railway, and which shall not be required for the purposes of any of the works by this Act authorized, full compensation shall be made by the two Companies to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation (Scotland) Act, 1845, for determining the amount and application of compensation paid for lands taken under the provisions thereof, and such compensation (if any) shall as between the two Companies be paid in equal proportions.

railway abandoned.

21. The Caledonian Company shall pay to the South-western Company a sum equal to one equal moiety of the sums expended by them in and about the obtaining of the Kilmarnock Direct Act, 1865, and the Crofthead Deviations Act, 1866, and the Glasgow and South-western Railway Act, 1868, so far as it relates to the Kilmarnock Direct Railway, and the exercising of the powers and the carrying out of the purposes of those Acts, including the sums paid to Dixon's trustees, and the feu duties paid to the Royal Incorporation of Hutchison's Hospital, and generally all sums expended by the South-western Company prior to the vesting period in connexion with the Kilmarnock Direct Railway, with interest thereon at the rate of five pounds per centum per annum from the date of the payment thereof by the South-western Company till repayment thereof by the Caledonian Company, but under deduction of any rents or other sums payable to or received by the South-western Company for or in respect of the said lands, and shall, as from the vesting period, assume and become liable to and pay and satisfy to the extent of one moiety thereof all the debts, liabilities, engagements, contracts, and obligations (including the feu duties payable to the Royal Incorporation of Hutchison's Hospital) which the South-western Company have incurred, or may incur or become liable to, in relation to the Kilmarnock Direct Railway, or the abandonment thereof.

Caledonian Company to pay moiety of costs incurred about Kilmarnock Direct Railway.

22. On payment by the Caledonian Company to the South-western Company, as in the last preceding section of this Act provided, that portion of the Kilmarnock Direct Railway which is not by this Act authorized to be abandoned, and the works thereon constructed or in progress, and the lands and property purchased for the same, and all conveyances, title deeds, contracts, agreements, and writings relating thereto, and all the authorities, rights, powers, and privileges which immediately before the vesting period were

Portion of Kilmarnock Direct Railway not abandoned vested in the two Companies.

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vested in or exerciseable by the South-western Company, and all the lands and buildings which may have been acquired for the purposes of the Kilmarnock Direct Railway by this Act authorized to be abandoned, except the lands and property acquired from the trustees of the deceased William Dixon, as herein-after mentioned, are, as from the vesting period, vested in the two Companies, and may be held by them jointly, as joint owners thereof, for their joint and separate use and benefit, on equal terms in every respect, or may be sold or disposed of by the two Companies on lease or feu, or otherwise, at such times, in such portions, and on such terms and conditions as they may think fit.

Lands to be reconveyed to Mr. William Dixon's trustees.

23. Whereas by a disposition or conveyance dated the thirtieth day of January, and first, second, and fifth days of February, one thousand eight hundred and sixty-six, and recorded in the register of sasines for Renfrewshire and regality of Glasgow the ninth day of February one thousand eight hundred and sixty-six, Walter Mackenzie, accountant in Glasgow, trustee of the deceased William Dixon of Govan Colliery, and the trustees acting under the trust disposition and settlement of the said William Dixon, with the consent of the other persons named in the said disposition, conveyed to the South-western Company the lands and property described in said disposition, and delineated and coloured red on a plan signed as relative thereto, and situate in the parish of Govan in the county of Lanark, and in the parish of Cathcart in the county of Renfrew, for the purposes of the Kilmarnock Direct Railway: And whereas, in consequence of the abandonment of the portion of the said railway which would have passed through the said lands, the same are not required and cannot be used for the purposes thereof: Be it enacted, that within one month after the passing of this Act the South-western Company shall reconvey the whole lands and property described in the said disposition or conveyance to the trustees acting under the said trust disposition and settlement of the said William Dixon, and shall grant a disposition or conveyance thereof, or any other deeds which may be necessary for that purpose; and in the event of the South-western Company failing or refusing to grant such disposition or conveyance, the said lands and property shall, on the expiration of the said period of one month after the passing of this Act, vest in and become the property of the said trustees: Provided that the said trustees shall pay to the South-western Company such sum as may be agreed on, or as, in case of difference, may be fixed by arbitration under the provisions of the Lands Clauses Consolidation (Scotland) Act, 1845, to be the marketable value of the said lands, with such further sum as may

represent the increased value, if any, accruing to the estate of which the said lands and property formed a part by reason of the non-construction of the said railway.

Powers of Caledonian Company for alteration of certain railways vested in the two Companies.

24. The powers by the Barrhead Improvement Act, 1865, conferred upon the Caledonian Company, with respect to the alteration and improvement of a portion of the Barrhead Railway and of the Barrhead Extension Railway, are as from the vesting period vested in and may be exercised by the two Companies jointly for their joint and separate use and benefit, on equal terms in every respect.

Revival of powers for purchase of lands.

25. The powers granted by the Barrhead Improvement Act, 1865, for the compulsory purchase and taking of lands for the purposes of the alteration and improvement of a portion of the Barrhead Railway and of the Barrhead Extension Railway, are hereby revived and conferred on and may be exercised by the two Companies jointly, so that the same be not exercised after the expiration of two years from the passing of this Act.

The two Companies may acquire additional lands.

26. Subject to the provisions of this Act, the two Companies, in addition to the lands referred to in the last preceding section of this Act, may from time to time enter upon, take, use, and appropriate for the like purposes certain lands and houses delineated on the deposited plans and described in the deposited books of reference relating thereto, situate in the parish of Neilston in the county of Renfrew: Provided that the powers of compulsory purchase hereby granted shall not be exercised after the expiration of two years after the passing of this Act.

Company not to be required to purchase the whole of a certain manufactory.

27. And whereas, in exercising the powers of this Act, the two Companies may take or interfere with the milldam or weir in the parish of Neilston, in connexion with the mill or manufactory belonging to Alexander Graham, and occupied by Macfarlane, Legget, and Craig, and which is situate at a distance of four hundred and fifty yards or thereabouts from the said mill or manufactory, for the purpose of altering the position of the said dam or weir, but such taking, interference, or alteration will not prejudice the working of the said mill or manufactory, or the supply of water thereto: Therefore the two Companies shall not be obliged to purchase the whole of the said mill or manufactory and lands occupied in connexion therewith, nor any greater portion thereof than they shall require to take for the purposes of this Act; and the provision contained in the ninetieth section of the Lands Clauses Consolidation (Scotland) Act, 1845, shall not apply to the said mill or manufactory and lands.

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Power to make railway according to deposited plans.

28. Subject to the provisions of this Act, the two Companies may make and maintain in the line and according to the levels shown on the deposited plans and sections the railway herein-after described, with all proper stations, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes. The railway herein-before referred to and authorized by this Act is,—

A railway of the length of four miles five furlongs and thirty yards, or thereabouts, commencing by a junction with the railway authorized by the Crofthead Deviations Act, 1866, to be constructed by the Crofthead Company, and in that Act called Line No. 1, and terminating by a junction with the deviation of the Kilmarnock Direct Railway by the same Act authorized to be constructed by the South-western Company.

Lands for extraordinary purposes.

29. The quantity of land to be taken by the two Companies by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act, 1845, shall not exceed five acres.

Powers for compulsory purchases limited.

30. The powers of the two Companies 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.

31. The railway shall be completed within three years from the passing of this Act, and on the expiration of that period the powers by this Act granted to the two Companies for executing the railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Height and span of certain bridges.

32. The two Companies may make the arches of the bridges for carrying the railway over the roads and private railways next herein-after mentioned of any heights and spans, not less than the heights and spans herein-after mentioned, in connexion with those roads and private railways respectively; (that is to say,)

No. on deposited Plan.	Parish.	Description.	Height.	Span.
8	Stewarton -	Turnpike - -	16 feet	30 feet.
21	Kilmaurs -	Statute labour - -	15 feet	20 feet.
39	Kilmaurs -	Statute labour - -	15 feet	20 feet.
91/2	Kilmaurs -	Private railway -	8 feet	14 feet.
	Kilmarnock -	Authorized deviation of private railway.	8 feet	14 feet.

Widths of certain roadways.

33. The two Companies may make the roadway over the bridges by which the following roads will be carried over the railway of such width between the fences thereof as they think fit, not being less than the respective widths herein-after specified; (that is to say,)

No. on Plan.	Parish.	Description of Road.	Width of Roadway.
6	Dreghorn - -	Parish - - -	20 feet.
51	Kilmaurs - -	Turnpike - -	30 feet.
86	Kilmaurs - -	Statute labour - -	20 feet.

Imposing penalty unless line be opened.

34. If the two Companies fail within the period herein-before limited to complete the railway authorized to be made by this Act, they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act 17 and 18 Vict. c. 31, known as "The Railway and Canal Traffic Act, 1854," and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act 17 and 18 Vict. c. 31, to an account opened or to be opened in the name and with the privity of the Queen's Remembrancer of the Court of Exchequer in Scotland, in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the two Companies were prevented from completing or opening such line by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty in compensation to parties injured.

35. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the Edinburgh Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railway, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the two

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Companies by this Act for the purposes of that railway, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company or Companies from whom such penalty was recovered.

Lines to be completed and opened by the two Companies before 28th June 1872, and thereafter maintained and effectively worked by them.

36. The two Companies shall previously to the twenty-eighth day of June one thousand eight hundred and seventy-two complete and open for public passenger and goods traffic the railway by this Act authorized to be made, and also the railway and branch railway by the Crofthead Act, 1865, authorized to be made, except so much of the said railway as is by the Crofthead Deviations Act, 1866, required to be abandoned, and also the railways and deviation by the last-mentioned Act authorized to be made, except so much of the railway called in that Act Line No. 1, and of the said deviation, as is by this Act required to be abandoned, and shall from and in all time after the date when the said several lines of railway shall be completed and opened, maintain in good order and effectively work the same in connexion with the lines of railway from the South Side station at Glasgow to Crofthead, by this Act vested in the two Companies, and with the portion of the South-western Company's existing line which will connect the lines of railway so to be completed with that Company's passenger station at Kilmarnock, so as to complete and maintain in effective operation at all times a sufficient railway communication for passengers and goods between Glasgow and Kilmarnock viâ Crofthead, and also between those places and Beith by the said branch railway authorized by the Crofthead Act, 1865; but in the event of the two Companies not having, previously to the twenty-eighth day of June one thousand eight hundred and seventy-two, completed and opened for public passenger and goods traffic the said several lines of railway which they are herein-before required so to complete and open previously to that date, then it shall be lawful and competent for Lieutenant-Colonel William Mure of Caldwell, Hugh Crawford of Barr, John Heys of South Arthurlie, Peter Sturrock, coal master, Kilmarnock, and William Ralston Patrick of Roughwood, the present directors of the Crofthead Company, elected by the shareholders thereof other

than the Caledonian Company, or the survivors or survivor of such present directors (which present directors and the survivors and survivor of them are herein-after called the Crofthead trustees), or a majority of them, or of the survivors of them, to raise and prosecute an action in the Court of Session, in the most summary form, against the two Companies, jointly and severally, to compel them forthwith to construct, complete, and open for traffic, and also to maintain and effectively work in all time coming, the said several lines of railway; and if the Lord Ordinary before whom such action depends shall find that the said several lines of railway have not been completed and opened for traffic as aforesaid at the time of raising the said action, he shall pronounce decree against the two Companies, decerning and ordaining them, jointly and severally, forthwith to construct, complete, and open for traffic, and also to maintain and effectively work in all time coming, the said several lines of railway as above specified; and such decree shall be final and conclusive, and shall not be subject to review or appeal in any court, or by any procedure whatsoever.

If lines not completed and opened on 28th June 1872, two Companies to pay sixty thousand pounds into bank in names of certain depositaries.

37. In the event of the two Companies not having previously to the twenty-eighth day of June one thousand eight hundred and seventy-two completed the said lines of railway, and opened the same for public passenger and goods traffic, they shall be jointly and severally bound, over and above being bound to fulfil the obligation in the last preceding section of this Act contained, and without prejudice thereto, to pay and shall pay on that day the sum of sixty thousand pounds into the Bank of Scotland to the credit of an account to be opened with that bank in the names of the chairman of directors for the time being of the Caledonian Company, and the chairman of directors for the time being of the South-western Company, and of the said Lieutenant-Colonel William Mure, Hugh Crawford, and John Heys, or such other three persons as may be appointed by the Crofthead trustees, or by a majority of them, or of the survivors of them, with interest on the said sum of sixty thousand pounds, from the said twenty-eighth day of June one thousand eight hundred and seventy-two till paid into bank as aforesaid, at the rate of five per centum per annum; and in the event of the said sum of sixty thousand pounds not being paid, if and when the same becomes due as aforesaid, into the said bank to the credit of an account to be opened in the names aforesaid, it shall be lawful for the Crofthead trustees, or a majority of them, or of the survivors of them, to raise and prosecute an action in the Court of Session in the most summary form competent against the two Companies, jointly and severally, for payment into the said bank to the

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credit of such account as aforesaid of the said sum of sixty thousand pounds, with interest at the said rate from the said twenty-eighth day of June one thousand eight hundred and seventy-two till so paid into bank; and if the Lord Ordinary before whom such action depends shall find that the said lines of railway were not completed and opened for public passenger and goods traffic at the time of raising the said action, he shall pronounce decree for payment of the said sum of sixty thousand pounds, with interest as aforesaid, into the said bank, to the credit of such account as aforesaid, and such decree shall be final and conclusive, and shall not be subject to review or appeal in any court, or by any procedure whatsoever.

That sum to remain in bank till lines completed and opened, and then to be paid over to two Companies, with liberty to depositaries to make interim payments.

38. The said sum of sixty thousand pounds shall remain deposited in the said bank in the names aforesaid until the said lines of railway are completed and opened for public passenger and goods traffic, and thereupon the same shall be paid over to the two Companies by the persons in whose names the same shall then stand deposited, under deduction of all costs and expenses which the Crofthead trustees, or the persons in whose names the said sum has been deposited, may respectively have incurred or disbursed in enforcing payment thereof, or otherwise in relation thereto: Provided always, that any four of the persons in whose names the said sum stands for the time deposited may from time to time draw out such portions thereof as they may think fit, to be applied towards repayment to the two Companies of any sums which those Companies may have previously expended, after the said twenty-eighth day of June one thousand eight hundred and seventy-two, in constructing the said lines of railway: Provided always, that the interest accruing on the said sum of sixty thousand pounds, or such portion thereof as may not have been drawn out in accordance with the foregoing provision, shall, from and after the said twenty-eighth day of June one thousand eight hundred and seventy-two, till the said lines of railway are completed and opened for public traffic as aforesaid, be forfeited, and be paid by the persons in whose names the said sum stands for the time deposited to Her Majesty's Exchequer.

Provision in case of vacancy among those depositaries.

39. If at any time any of the persons (other than the chairmen of directors of the two Companies) in whose names the said sum of sixty thousand pounds and interest stand at the time deposited shall die, or resign, or reside abroad, or become incapable of acting, the Crofthead trustees may thereupon, by writing under their hands, appoint another person in his place, and direct the said bank to transfer the said sum, with all interest accrued thereon, to the name of the person so appointed, jointly with the persons (other than the person in whose place he is appointed) in whose names the said sum

and interest stand at the time deposited, and the said bank shall transfer the same accordingly.

If works not sufficiently advanced on 1st Nov. 1871 to secure completion as aforesaid, the two Companies to concur in application for extension of time.

40. If in the opinion of the Crofthead trustees the works of the said lines of railway are not on the first day of November one thousand eight hundred and seventy-one sufficiently advanced to insure the completion thereof on or before the twenty-eighth day of June one thousand eight hundred and seventy-two, the Crofthead trustees may, by writing under their hands, require the two Companies to apply to Parliament in the then ensuing session for an extension of the time for completing and opening the said lines of railway for such period as the Crofthead trustees may consider necessary, and the two Companies shall in that event give the necessary notices for and shall bonâ fide make and prosecute such application, and pay the whole costs, charges, and expenses thereof and incident thereto.

Opening of substituted lines to be held equivalent to opening of original lines.

41. The completion and opening for the public conveyance of passengers by the two Companies of the said lines of railway on or before the said twenty-eighth day of June one thousand eight hundred and seventy-two, or within such extended time as may be sanctioned by Parliament, shall be held to be due fulfilment of the conditions with respect to the completion and opening for the public conveyance of passengers by the Crofthead Company of the railways and works authorized by the Crofthead Act, 1865, and the Crofthead Deviations Act, 1866, subject to which the Board of Trade have, on the twenty-seventh day of February one thousand eight hundred and sixty-nine granted a warrant extending the respective periods limited by those Acts for the completion of the said railways and works, and for the compulsory purchase of lands for the purposes thereof; and if the said lines of railway shall be completed and opened for the public conveyance of passengers on or before the said twenty-eighth day of June one thousand eight hundred and seventy-two, or within such extended time as may be sanctioned by Parliament, the said warrant shall be read and construed as if the said conditions had not been inserted therein; and upon the completion and opening as aforesaid of the said lines of railway, the forty-third and forty-fourth sections of the Crofthead Act, 1865, and the thirteenth section of the Crofthead Deviations Act, 1866, shall cease to be operative, and the monies referred to in those sections shall be repaid to the parties who would have been entitled to repayment thereof if those sections had not been enacted.

Tolls for the use of the joint line, and for carriages.

42. The two Companies may demand and recover any tolls for the use of the railways by this Act vested in and authorized to be

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made by them, and herein-after referred to as "the joint line," and of carriages, not exceeding the following; (that is to say,)

1. In respect of passengers conveyed upon the joint line, or any part thereof, as follows:

For passengers.

For every person so conveyed, per mile twopence; and if conveyed in or upon any carriage belonging to or provided by the two Companies, or either of them, an additional sum per mile of one penny.

For horses, cattle, and other animals.

2. In respect of horses, cattle, and other animals conveyed upon the joint line, or any part thereof, as follows:

For every horse, mule, ass, or other beast of draught or burden so conveyed, per mile twopence; and if conveyed in or upon any carriage belonging to or provided by the two Companies, or either of them, an additional sum per mile of twopence:

For every ox, cow, bull, or neat cattle so conveyed, per mile one penny halfpenny; and if conveyed in or upon any carriage belonging to or provided by the two Companies, or either of them, an additional sum per mile of one penny halfpenny:

For every calf, pig, 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 two Companies, or either of them, an additional sum per mile of one halfpenny.

For goods and other articles.

3. In respect of goods and all other articles (except small parcels and single articles of great weight, as herein-after defined) conveyed upon the joint line, or any part thereof, as follows:

For all dung, compost, manure, 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 by the two Companies, or either of them, an additional sum per ton per mile of one penny:

For all coal, coke, culm, charcoal, cinders, stones for building, pitching, and paving, bricks, tiles, slates, clay, sand, ironstone, 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 one penny halfpenny; and if conveyed in or upon carriages belonging to or provided by the two Companies, or either of them, an additional sum per ton per mile of one penny:

For all sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, deals, metals (except iron), nails, anvils, vices, and chains, per ton per mile threepence; and if conveyed in or upon carriages belonging to or provided by the two Companies,

or either of them, an additional sum per ton per mile of one penny:

For all cotton and other wools, drugs, manufactured goods, fish, and all other wares, merchandise, articles, matters, and things, (except small parcels and single articles of great weight, as herein-after defined,) per ton per mile fourpence; and if conveyed in or upon carriages belonging to or provided by the two Companies, or either of them, an additional sum per ton per mile of one penny:

For every carriage of whatever description, 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 a sum of 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.

For small parcels and single articles of great weight.

4. In respect of small parcels and single articles of great weight, as herein-after defined, conveyed upon the joint line or any part thereof:

Any tolls not exceeding the maximum charges herein-after authorized in respect of such small parcels and single articles respectively.

Tolls for propelling power.

43. The two Companies, or either of them, may demand and recover, for the use of engines for drawing or propelling carriages on the joint line, any tolls not exceeding 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 by this Act authorized to be taken.

Maximum rates of charge for passengers.

44. The maximum rates of charge to be made by the two Companies, or either of them, for the conveyance of passengers on the joint line, including the tolls for the use of the joint line and of carriages, and for locomotive power, and every other expense incidental to such conveyance, shall not exceed the following; (that is to say,)

For every passenger conveyed in a first-class carriage, twopence per mile:

For every passenger conveyed in a second-class carriage, one penny halfpenny per mile:

For every passenger conveyed in a third-class carriage, one penny per mile.

Restrictions as to charges not to apply to special trains.

45. The restrictions herein-before contained with respect to the charges for passengers shall not apply to any special train which may be required to be run upon the joint line, but only to the ordinary and express trains from time to time appointed by the two

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Companies, or either of them, for the conveyance of passengers upon the joint line.

Passengers luggage.

46. Every passenger travelling on the joint line 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.

Maximum rates of charge for animals and for goods and other articles.

47. The maximum rates of charge to be made by the two Companies, or either of them, for the conveyance on the joint line of animals and of goods and other articles (except small parcels and single articles of great weight, as herein-after defined), including the tolls for the use of the joint line and of carriages, and for locomotive power, and every other expense incidental to such conveyance, except a reasonable sum for loading 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 two Companies, or either of them, shall not exceed the following; (that is to say,)

For every horse, mule, ass, or other beast of draught or burden, per mile fourpence;

For every ox, cow, bull, or neat cattle, per mile one penny halfpenny;

For every calf, pig, sheep, lamb, or other small animal, per mile one halfpenny;

For dung, and the other articles herein-before classed therewith, per ton per mile one penny halfpenny;

For coal, and the other articles herein-before classed therewith, if conveyed on the joint line for any distance not exceeding nine miles, twopence per ton per mile; and if conveyed thereon for any distance exceeding nine miles, twopence per ton per mile for the first nine miles, and one penny halfpenny per ton per mile for each additional mile;

For sugar, and the other articles herein-before classed therewith, per ton per mile twopence halfpenny;

For cotton, and the other articles herein-before classed therewith, per ton per mile fourpence;

And for every carriage of whatever description, 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 fivepence.

Regulations as to tolls and charges.

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, and goods and other articles conveyed on the joint line for a less distance than three miles, or conveyed partly on the joint line and partly on any other railway of either of the two Companies for a less distance than three miles, the two Companies, or either of them, may demand and recover tolls and charges as for three entire miles:

For a fraction of a mile beyond three miles, or beyond any greater number of miles, the two Companies, or either of them, may demand and recover tolls and charges, in respect of passengers, as for an entire mile; and in respect of animals and goods, and other articles, according to the number of quarters of a mile in such fraction, 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 two Companies, or either of them, may demand and recover 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:

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight; and with respect to stone and timber, the weight shall be determined in the following manner (that is to say), fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, may be deemed one ton weight, and so in proportion for any smaller quantity.

Maximum rates for small parcels and single articles of great weight.

49. With respect to small parcels (that is to say, packages not exceeding five hundred pounds weight each) and single articles of great weight (that is to say, articles the weight of which, including the carriage, shall exceed four tons) conveyed on the joint line or any part thereof, the two Companies, or either of them, may demand and recover any rates of charge not exceeding the following; (that is to say,)

For any parcel not exceeding seven pounds in weight, threepence;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight, fivepence;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight, sevenpence;

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For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight, ninepence;

And for any parcel exceeding fifty-six pounds in weight, any sum which the two Companies, or either of them, may think fit:

Provided always, that articles sent in large aggregate quantities, although made up in 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, and to parcels not being aggregate quantities of the same description of article sent in the same package:

For any one 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 exceed four tons but shall not exceed eight tons, such sum as the two Companies, or either of them, may think fit, not exceeding sixpence per ton per mile; and if such weight shall exceed eight tons such sum as they may think fit.

Defining terminal station.

50. No station is to be considered a terminal station in regard to any goods conveyed on the joint line which have not been received thereat direct from the consignor of such traffic, or are not directed to be delivered thereat to the consignee.

Companies may take increased charges by agreement.

51. Nothing in this Act contained shall prevent the two Companies, or either of them, from taking any increased charge over and above the charges herein-before limited for the conveyance of animals, or of goods or articles of any description, by agreement with the owners or persons in charge thereof, either in respect of the conveyance of such animals or goods or articles (other than small parcels) by passenger or express trains, or by reason of any other special service performed by the two Companies in relation thereto.

Companies not bound to carry manure or other offensive matter.

52. Nothing in this Act contained shall render it compulsory on the two Companies, or either of them, to carry on the joint line any nightsoil or other offensive matter, except city manure, as herein-after provided.

Regulation tolls for city manure.

53. From and after the passing of this Act, the two Companies, or either of them, notwithstanding anything in this Act contained, shall only be entitled to charge for the conveyance of city manure, as defined in the Glasgow Police Act, 1862, on the joint line, the tolls, rates, and charges following; that is to say, a sum not exceeding one halfpenny per ton per mile, and if conveyed in waggons belonging to or provided by the two Companies, or either of them, an additional sum of one penny per ton per mile: Provided always, that for a less distance than twelve miles the charge shall

be as for twelve miles, and that the two Companies, or either of them, shall not be bound to convey the said manure except in train loads of not less than fifteen waggons.

Joint committee, appointment, &c.

54. The two Companies shall appoint a joint committee for the purposes of this Act, who shall be called "The Glasgow and Kilmarnock Joint Line Committee," and that committee shall be appointed, and when appointed shall act, in accordance with and subject to the following regulations; (that is to say,)

How to be appointed.

(1.) The directors of each of the two Companies shall, within one month after the passing of this Act, separately elect and appoint four members from their respective boards to be the joint committee.

Supply of vacancies.

(2.) When and so often as any member of the joint committee for the time being shall die, or shall resign, or shall be removed as herein-after provided, or shall cease to be a director of the Company on whose behalf he shall have been elected on such committee, the directors of that Company may elect some other person from their own board in his room and place, and shall give intimation thereof in writing to the joint committee or their secretary: Provided always, that any member of the joint committee who shall cease to be a director as before mentioned may nevertheless continue to be a member of the joint committee for such period, not exceeding one month, after he shall so cease to be a director as may elapse between such event and the appointment of some other person to be a member of the joint committee as aforesaid.

Removal of joint committee-men.

(3.) Each board may at any time remove any member of the joint committee appointed by such board, and shall give intimation thereof in writing to the joint committee or their secretary.

Resignation of joint committee-men.

(4.) Any member of the joint committee giving previous notice in writing thereof to the joint committee or their secretary, and also to the board by which he was appointed, may at any time resign his office as a member of the joint committee.

Provision in case vacancies not supplied.

(5.) If at any time there are not eight members of the joint committee, the members from time to time thereof, though fewer than eight, shall notwithstanding be entitled to exercise all the powers of the joint committee.

Regulation of joint committee.

(6.) The joint committee shall be subject to all such regulations as are from time to time agreed on by the two Companies:

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Provided always, that, subject to the regulations so from time to time made, the joint committee shall be regulated by their own standing orders from time to time in force: Provided also, that, subject to those regulations and standing orders respectively, every meeting of the joint committee shall regulate its own procedure.

Powers of joint committee.

(7.) The joint committee shall and may have, exercise, and enjoy such of the rights, powers, authorities, privileges, and immunities as might from time to time under the provisions of this Act be had, exercised, and enjoyed by the two Companies, and as are by this Act or as may be by the two Companies from time to time conferred on them.

Officers of joint committee.

(8.) The joint committee from time to time may appoint and remove a secretary and treasurer for themselves, and may appoint and remove the officers and servants from time to time employed on and with respect to the joint line, except only the officers and servants from time to time employed by the two Companies, or either of them, in the actual conveyance of passengers, animals, and things, or the management of carriages, locomotive engines, or other power.

Proceedings of joint committee.

(9.) At all meetings of the joint committee a chairman shall first be appointed, and the majority present shall bind the minority and all absent members, and the chairman shall not have a second or casting vote.

Quorum of joint committee.

(10.) At all meetings of the joint committee four members shall be a quorum: Provided always, that such four members shall not be the members appointed by one of the boards, except in cases where, through the default of the other board, there is not then any member of the joint committee appointed by the defaulting board, and except also in cases where all the members, or the member (if only one) in office, then appointed by one of the boards, shall make default in attendance at two successive meetings of the joint committee, there having been left with the secretary of that board at least six days notice in writing from the other board requiring the attendance of the defaulting members or member at one at least of the two successive meetings, in which cases respectively four members appointed by one of the boards shall form a quorum.

Appointment of standing arbitrator by joint committee;

(11.) The joint committee shall at their first meeting, and thereafter annually in the month of December, nominate a standing arbitrator, to whom shall be referred all such

differences and disputes as may arise in the joint committee during the next ensuing year.

or them failing, by the Board of Trade.

(12.) If and whenever the joint committee fail to elect a standing arbitrator as above provided, the Board of Trade, on the application of either of the two Companies, may, after such notice to those Companies as the Board of Trade think fit, appoint any person whom the Board of Trade think fit to act as the standing arbitrator for so long a time as the Board of Trade think fit, not exceeding the period during which he would have been in office if appointed by the joint committee.

Removal of standing arbitrator.

(13.) Any standing arbitrator, whether appointed by the joint committee or the Board of Trade, may be at any time removed from his office by the joint committee, by a resolution certified under the hand of their secretary.

Reappointment of standing arbitrator.

(14.) If any standing arbitrator shall be so removed, or shall die, or resign, or decline to act, or become incapable of acting, or go abroad to reside, the joint committee may appoint another standing arbitrator in his stead, and if for one month after the vacancy they fail to do so, the Board of Trade may, on the application of either of the two Companies, appoint any person whom the Board of Trade think fit to act in the stead of the standing arbitrator by whom the vacancy has been caused.

Duration of appointment of standing arbitrator.

(15.) Any standing arbitrator appointed by the joint committee otherwise than in the month of December shall not remain in office longer than he would have remained in office if he had been appointed in that month.

Authority of standing arbitrator.

(16.) The powers and authorities of the standing arbitrator shall extend only to his attending at any meeting of the joint committee at which he may have been requested by any members or member of the joint committee to attend; and his taking part in all discussions thereat; and his giving a casting vote on every matter on which the votes of the members of the joint committee present and voting at the meeting are equally divided; and his having all such access to, and inspection and transcription of, the minutes, accounts, books, writings, and papers of the joint committee, and all such assistance by the secretary, clerks, and other officers of the joint committee, and all such other facilities for the performance of his duties as he thinks requisite.

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Salary of standing arbitrator.

(17.) The joint committee and the Board of Trade respectively, appointing a standing arbitrator, may appoint for him such salary or remuneration as they respectively think reasonable; but he shall not hold any other office or derive any other emolument directly or indirectly from the two Companies, or either of them.

Accounts of joint committee.

(18.) The joint committee shall keep books of account of all their receipts, credits, payments, and liabilities, and also books in which shall be entered minutes of all their proceedings.

Inspection of the accounts.

(19.) The directors, secretaries, and accountants of each of the two Companies may at all reasonable times inspect the account books, minute books, and all other books, accounts, minutes, papers, and writings in the possession or custody of the joint committee, and take copies of and extracts from the same, as the directors, secretaries, and accountants respectively think fit.

Actions, &c. by and against the two Companies.

(20.) All actions, suits, indictments, and other proceedings at law or in equity, or otherwise in relation to the joint line, which might be brought and prosecuted by or against either of the two Companies, if that Company were sole owner of the joint line, may be brought and prosecuted by or against the two Companies jointly, or either of them separately.

One Company entitled to recover from the other the whole or a fair proportion of damages, where action brought against the Companies jointly.

(21.) If any action, suit, indictment, or other proceeding at law or in equity shall be brought or prosecuted against the two Companies jointly for any act or default in relation to the joint line committed or incurred wholly or for the greater part by one of the two Companies, the other Company shall be entitled to sue the Company by which such act or default shall have been so committed or incurred in any court of competent jurisdiction for recovery of the whole or a fair proportion of any damages, penalties, costs, or other payments to which the two Companies jointly shall have been adjudged or become liable by reason of any such action, suit, indictment, or other proceeding.

One Company entitled to recover from the other fair proportion of damages, where action is brought against either of the Companies separately.

(22.) If any action, suit, indictment, or other proceeding at law or in equity shall be brought or prosecuted against either of the two Companies separately for any act or default in relation to the joint line committed or incurred wholly or in part by the two Companies jointly, or wholly by the other Company, the Company against which such action, suit, indictment, or other proceeding at law or in equity

shall have been brought or prosecuted shall be entitled to sue the other Company in any court of competent jurisdiction for recovery of the whole or a fair proportion of any damages, penalties, costs, or other payments to which the Company so sued or prosecuted shall have been adjudged or become liable by reason of any such action, suit, indictment, or other proceeding.

Expenses of the Companies on joint line.

(23.) As between the two Companies, all expenses and liabilities from time to time or at any time incurred for or by reason or in respect of, or in connexion with, any act or default of either Company in relation to the joint line, or any part thereof, or the use thereof or of any part thereof, or the receipt, delivery, conveyance, or transmission of, or any contract to convey, transmit, receive, or deliver any passengers, animals, goods, wares, merchandise, articles, matters, or things over or to or from the joint line, or any part thereof, shall be borne exclusively by that Company whose act or default may have caused any such expense or liability, even though the same may be recoverable from both of the two Companies by the party complaining of such act or default.

Providing for calls on the two Companies.

(24.) The joint committee from time to time may make such calls of money upon the two Companies, in respect of the amount required for the construction, completion, and improvement of the joint line and every part thereof, and the works connected therewith, and the purchase of lands for the purposes of the same, as the joint committee think fit, and may appoint the persons to whom and the times and places at which the calls shall be paid; provided that not less than twenty-one days notice of every call shall be given by the joint committee.

For recovery of calls.

(25.) If at the time appointed by the joint committee for the payment of any call either of the two Companies fail to pay the amount of the call, the joint committee may in its own name sue the Company in default for the amount thereof, with such interest as is herein-after mentioned, in any court of competent jurisdiction, and may recover the same and the interest thereon from the day on which the call was payable.

Interest on calls in arrear.

(26.) If on or before the day appointed for payment of any call either of the two Companies do not pay the amount thereof to which they are liable, then the Company in default shall pay for the same while in arrear interest at such rate, not

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exceeding five pounds per centum per annum, as the joint committee appoint.

As to receipts from traffic on joint line.

(27.) The joint committee shall draw the whole receipts from local traffic on the joint line worked in the trains of the two Companies, or either of them, or in the trains employed by the joint committee, and the proportion of through rates and fares effeiring to the joint line in respect of through traffic, and the tolls payable by third parties for or in respect of the use of the joint line, and shall pay the whole expenses of maintenance and renewal of the joint line and stations, and of the working and management of the whole traffic thereon and thereat, both local and through, including passenger duty on such traffic, and also all feu duties and other annual burdens affecting or exigible in respect of the joint line, and lands and works which, under the provisions of this Act, are vested in or may be constructed or acquired by the two Companies, and (if so agreed between the two Companies) the rent or annuity due and payable to the Barrhead Company; and the whole receipts drawn by the joint committee, after deduction of such payments, shall be divided between, or the amount of such payments in excess of such receipts (if any) shall be borne and paid by, the two Companies in equal proportions.

Arrears to bear interest.

(28.) If and whenever either of the two Companies fails to pay to the joint committee on demand any sum so payable by such Company, the amount in arrear shall while in arrear bear interest at the rate of five pounds per centum per annum.

As to working of traffic on joint line.

(29.) The two companies respectively shall work the local traffic of the joint line with all or so many of their through trains as stop at stations from or to which such traffic falls to be conveyed, and shall be paid for such working fifteen per centum of the gross receipts arising from such local traffic; and the joint committee may run such additional trains as they may consider necessary for the accommodation of the local traffic, and the trains so run by the joint committee shall be paid for by them.

User of joint line by the two Companies.

(30.) Subject to the provisions of this Act, and to the control and management from time to time of the joint committee, in accordance with this Act, and to the provisions of the several Acts of Parliament from time to time in force with respect to the joint line, and to the two Companies respectively, and except as the two Companies have otherwise agreed, or from time to time otherwise agree, each of

As to rates and fares.

the two Companies shall, as regards the joint line, have full power to fix, for the whole distance, the rates and fares for, and to run over and use the joint line and stations, watering places, works, and other conveniences thereof, with all through traffic passing or intended to pass to or from any place on or beyond their respective lines, from or to any place on or beyond and viâ the joint line; and the joint committee shall, in full of all tolls, rates, or other charges whatever (except terminals) exigible for such traffic in respect of the joint line, receive out of such through rates and fares,—deduction being first made of the proportion thereof that may be due to any other Company or Companies parties to such through rates or fares, the government duty on passengers, and the usual Clearing House terminals, and terminals on coals and other traffic not regulated by the Clearing House, which terminals shall be paid to the Company or party entitled to the same,—a mileage proportion of the balance of such through rates and fares, corresponding to the distance which such traffic shall pass over the joint line, less twenty-five per centum of such mileage proportion for working expenses to be paid to or retained by the Company carrying such traffic: Provided always, that the proportion of such through fares, rates, and charges effeiring to the joint committee shall in no case be less per mile for the distance such traffic shall be carried over the joint line than the following, viz.:—

	Pence.	Decimal parts of penny.
Passengers by ordinary or express trains, first-class, each, per mile - -	1	·25
Passengers by ordinary or express trains, second-class, each, per mile - -	0	·91
Passengers by ordinary or express trains, third-class and parliamentary, each, per mile - - - -	0	·60
Passengers by excursion trains, first-class, for single journey, each, per mile	0	·54
Passengers by excursion trains in covered carriages, single journey, each, per mile - - - -	0	·27
Passengers with tourists tickets, first-class, single journey, each, per mile -	1	·02

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	Pence.	Decimal parts of penny.
Passengers with tourists tickets, second-class, single journey, each, per mile -	0	·73
Passengers with tourists tickets, third-class, single journey, each, per mile -	0	·37
Parcels, each, per mile - - -	0	·05
Fish, per ton, per mile - - -	1	·60
Horses, if only one, per mile - -	1	·93
Horses, if two, per mile - -	2	·89
Ditto, if three, per mile - -	3	·85
Carriages, each, per mile - -	2	·03
Dogs, each, per mile - - -	0	·19
Goods, average rate per ton, per mile -	0	·80
Minerals, average rate per ton, per mile	0	·60
Live stock, per truck, per mile - -	3	·00

Subject as aforesaid to deduction at the rate of twenty-five per centum for working expenses; and provided also, that with respect to terminals on coals, and other traffic not regulated by the Railway Clearing House, these shall be such as may be agreed on, or failing agreement, as may be fixed by arbitration, as herein-after provided: Provided further, that with regard to all traffic arising or terminating at any place or station within a radius of two and a half miles from the Royal Exchange of Glasgow, other than the said South Side station, and terminating or arising at Kilmarnock, or any other place on the joint line, the rate or fare, or proportion thereof, payable to the joint committee in respect of the joint line (whatever may be the rate or fare charged to the public), shall always be the same as the rate or fare for the time charged by or payable to the joint committee for traffic of the same description to or from the same places, arising or terminating at the said South Side station.

Defining local and through traffic.

(31.) For the purposes of this Act the expression "local traffic" shall mean traffic of all kinds arising and terminating on the joint line itself, and the expression "through traffic" shall mean traffic of all kinds passing over the joint line, or any part thereof, other than that above defined as local traffic.

As to situation of goods station at Kilmarnock.

(32.) The goods station and shed of the joint line at Kilmarnock shall be placed as near to the north side of the main line of

railway of the South-western Company as the improvements and remodelling of their Kilmarnock station proposed to be executed by that Company will admit. The South-western Company shall give all facilities in their power to enable the joint committee to make a road from Garden Street to the said goods station, leading past the house occupied by James Stirling.

As to use of South-western Company's Kilmarnock passenger station.

(33.) The passenger traffic of the joint line, both local and through, shall be entitled to accommodation, and shall be worked by the South-western Company in their passenger station at Kilmarnock, upon such terms and conditions, and the joint committee shall pay to the South-western Company for such accommodation and working such rent or rates, tolls and charges, or other consideration, and also such a proportion of the expenses of management, working, and maintenance of that station, and the lines of railway within the same, as may be agreed on, or failing agreement, as may be fixed by arbitration as herein-after provided: Provided that such passenger station at Kilmarnock shall be held to include so much of the railway of the South-western Company between the station and the joint line as it may be necessary to run over in order to get into the station.

As to fixing of tolls by joint committee.

(34.) Except where otherwise expressly provided, the joint committee may settle and determine and from time to time alter and vary the tolls, rates, and charges to be demanded and taken for the use of the joint line: Provided always, that the tolls, rates, and charges so to be demanded and taken shall be charged equally in respect of the same description of articles, matters, and things under the same circumstances, and shall in no case exceed the amount of tolls, rates, and charges authorized to be taken by this Act.

As to the payments to be made by one of the two Companies to the other of them.

55. The payments by sections 4, 7, 11, and 21 respectively of this Act required to be made by the South-western Company to the Caledonian Company, and vice versâ, shall respectively be made within six months after the vesting period, and shall respectively bear interest at the rate of five per centum per annum from the vesting period until payment; and such respective payments may be made by the striking of a balance between the two Companies in respect of the sums payable by each to the other of them, and by the payment of such balance to the Company to whom it shall be found due by the Company from whom it shall be found due, and a

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copy of the balance sheet, with a receipt in writing thereon, under the common seal of the Company to whom such balance shall be found due, for the payment of such balance, shall be sufficient evidence thereof, and shall be a valid discharge to both Companies for all the payments required to be made by them respectively as aforesaid.

Provision for securing payment of stamp duty.

56. Within twelve months next after the passing of this Act the two Companies shall produce to the Commissioners of Inland Revenue a copy of this Act printed by Her Majesty's printers, and duly stamped with an ad valorem stamp duty of the same amount as would have been payable in respect of a deed of exchange conveying to the South-western Company the pro indiviso half of the Caledonian Company's interest in the aforesaid lease, under burden of the said rent or annuity of eleven thousand four hundred and thirty-seven pounds ten shillings, and of the lands, works, and other property of the Caledonian Company which is to be vested in the South-western Company, under the provisions of sections 4, 7, and 12 of this Act, and conveying to the Caledonian Company the pro indiviso half of the lands, works, and other property of the South-western Company, which is to be vested in the Caledonian Company under the provisions of section 22 of this Act, in consideration of the balance payable by the one of those Companies to the other, referred to in the last preceding section of this Act, being the sum agreed to be paid for equality of exchange; and such copy of this Act shall likewise be duly stamped with an additional ad valorem stamp duty of the same amount as would have been payable in respect of a deed conveying to the two Companies the interest of the shareholders of the Crofthead Company other than the Caledonian Company in the Crofthead Railway, and conveying to the South-western Company a pro indiviso half of the Caledonian Company's interest in that railway immediately previously to the passing of this Act as shareholders of the Crofthead Company, in consideration of the sums referred to in section 8 of this Act; and if the two Companies shall not within the said period of twelve months produce to the said commissioners such copy of this Act, duly stamped as aforesaid, the said ad valorem stamp duties shall be recoverable from the two Companies, or either of them, with full costs of suit, and all charges attending the same.

As to mode of arbitration.

57. All questions or differences between the two Companies and the Crofthead Company, or between the two Companies themselves, which are by this Act appointed to be settled by arbitration, other than such as are referred to the standing arbitrator, shall be settled by arbitration in the manner provided by the Railway Companies

Arbitration Act, 1859, as if the Companies differing had referred the same to arbitration in accordance with that Act, and such matters, or any of them, may, if the Companies differing think fit, be referred to the same arbitrator or arbitrators at the same time: Provided always, that in the case of questions or differences between the two Companies and the Crofthead Company, if those three Companies do not agree to refer the same to a single arbitrator, the two Companies shall jointly appoint one arbitrator only, and for that purpose shall be held to be one company, and the Crofthead Company shall appoint the other arbitrator.

No further monies to be raised by shares under Crofthead Act, 1865.

58. Notwithstanding anything in this Act, the Crofthead Company and the two Companies respectively shall not, under the authority of the Crofthead Act, 1865, raise, either by the creation and issue of shares, or by the making of calls upon shares created and issued, any further sum or sums of money than the Crofthead Company have actually raised prior to the passing of this Act, nor shall the Crofthead Company borrow on mortgage any sums under the authority of the Crofthead Act, 1865, but the two Companies may exercise the power of borrowing on mortgage conferred by that Act upon the Crofthead Company.

Providing for reduction of share capital of the South-western Company.

59. The last instalment in respect of the before-mentioned eighty thousand shares of ten pounds each (representing the sum of eight hundred thousand pounds), created by the South-western Company under the authority of the Kilmarnock Direct Act, 1865, and the Glasgow and South-western Railway (Ayrshire Lines) Act, 1865, is hereby cancelled, and the said shares are hereby reduced to and shall be deemed to be shares of the nominal value of seven pounds ten shillings each, representing the sum of six hundred thousand pounds; and one moiety of the said sum of six hundred thousand pounds shall be deemed to have been raised for and shall be applied to the purposes of the Glasgow and South-western Railway (Ayrshire Lines) Act, 1865, and the other moiety of the said sum of six hundred thousand pounds, so far as not applied to the purposes of the Kilmarnock Direct Act, 1865, shall be deemed to have been raised for and shall be applied to the purposes of this Act.

Providing for reduction of borrowing powers of the South-western Company.

60. The sums of money which the South-western Company may from time to time borrow on mortgage under the authority of the Kilmarnock Direct Act, 1865, shall not exceed in the whole the sum of one hundred thousand pounds, which shall be applied to the purposes of this Act.

Powers to the two

61. The two Companies may make and carry into effect agreements with respect to all or any of the purposes of this Act, or for

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Companies to make agreements.

giving effect thereto, and with respect to the use of the joint line, and the conduct and management of the traffic thereon, and with respect to the tolls, rates, and charges to be levied upon and in respect thereof.

As to payments by the two Companies not otherwise provided for.

62. All payments made, and costs, charges, and expenses incurred by the two Companies jointly, or by either of them separately, in carrying into effect the objects and purposes of this Act, or any of them, or otherwise in relation thereto, shall, unless otherwise expressly provided by this Act, be borne and paid by the two Companies in equal proportions, and each of the two Companies shall be entitled to recover in any court of competent jurisdiction from the other Company any sum of money which they may have paid in excess of such moiety.

The two Companies may apply surplus funds.

63. Each of the two Companies may from time to time apply to any of the purposes of this Act any monies received by such Company from the other of the two Companies under the provisions of this Act, or otherwise belonging to such Company, and any monies from time to time raised by such Company, and which are not by any of the Acts relating to that Company made applicable to any special purpose, or which being so made applicable are not required for the special purpose.

Confirming agreement between the North British Railway Company and the South-western Company.

64. The agreement between the North British Railway Company and the South-western Company, dated the 25th day of June 1869, and set out in the schedule to this Act, is hereby confirmed and made valid and binding on the said Companies parties thereto: Provided always, that the said agreement, and this confirmation thereof, shall not prejudice or affect the rights or interests of the Caledonian Company as joint owners of the Glasgow and Paisley Joint Railway, or the rights or interests of that Company in any other railway or station.

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

65. The two Companies shall not, out of any money authorized to be raised by them, or either of them, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorizing the two Companies, or either of them, to construct any other railway, or to execute any other work or undertaking.

Railways not exempt from provisions of present and future general Acts.

66. Nothing herein contained shall be deemed or construed to exempt the joint line from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force, or which may hereafter pass during this or any future session of Parliament, or from any future revision

or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorized by this Act.

Expenses of Act.

67. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the two Companies in equal proportions.

SCHEDULE referred to in the foregoing Act.

AGREEMENT between the North British Railway Company, hereinafter termed the first party, and the Glasgow and South-western Railway Company, termed the second party.

Whereas a Bill is now pending in Parliament, intituled "An Act "for improving and completing a direct line of railway communi- "cation between Glasgow and Kilmarnock viâ Crofthead, and for "vesting the same in the Caledonian and Glasgow and South- "western Railway Companies, and for abandoning the Kilmarnock "Direct Railway, and for other purposes," against which Bill the first party are petitioners: And whereas it has been agreed that the petition of the first party and all further opposition to the said Bill shall be withdrawn, on the terms and conditions herein-after expressed: Therefore the said parties have agreed and do hereby agree, and bind and oblige themselves with and to each other in manner underwritten.

First. The provisions of the agreement, dated 17th and 21st March and 12th April 1865, entered into between the said parties hereto and the Edinburgh and Glasgow Railway Company, and confirmed and scheduled to the North British and Edinburgh and Glasgow Railway Companies Amalgamation Act, 1865, shall extend and apply and are hereby extended and applied to all traffic of every description passing or directed or intended to pass by or over the Glasgow and Paisley Joint Railway to, from, over, or between the lines of the said parties hereto, which shall be held to include all railways belonging or leased to or used or worked by each of them respectively, now or hereafter.

Second. If in consequence of any difficulty experienced in the exercise of the facilities hereby extended to the foresaid traffic, the first party find it necessary for the conveyance of such traffic to run

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over and use, with their engines, trucks, and carriages, the said Glasgow and Paisley Joint Railway, and shall pay in respect of such traffic to the owners of the said Glasgow and Paisley Joint Railway tolls and charges in excess of the mileage proportions of receipts which are provided to be paid by the running company to the owners of the line run over under the said agreement, the second party shall repay the amount of such excess to the first party monthly, through the Railway Clearing House; provided always, that the provisions in this section for the exercise of running powers shall not extend to traffic arising or terminating at Paisley, Glasgow, or places on the said joint line.

Third. If any difficulty shall be experienced by the first party in carrying into effect the facilities or running powers under this and the foresaid agreement over the Greenock and Ayrshire Railway, the second party shall co-operate with the first party in seeking the sanction of Parliament to such facilities and running powers being acquired by the first party.

Fourth. This agreement shall commence and take effect on the first day of August one thousand eight hundred and sixty-nine, and shall continue and remain in force thereafter in perpetuity. In witness whereof these presents, written by Samuel Mepham of 29, Parliament Street, London, are subscribed by the parties hereto, that is to say, by John Ronald and George Robertson, two of the directors of and on behalf of the first party, and by Sir Andrew Orr and James M'Clelland, two of the directors of and on behalf of the second party, all at London, on the twenty-fifth day of June in the year eighteen hundred and sixty-nine, before these witnesses, Adam Johnstone, solicitor of the first party, and James Kerr, solicitor of the second party.

JOHN RONALD,
Director N. B. Railway.
GEO. ROBERTSON,
Director N. B. Railway.
ANDREW ORR,
Director G. & S. W. Railway.
JAMES M'CLELLAND,
Director of G. & S. W. Railway.

AD. JOHNSTONE,
Witness.
JAMES KERR,
Witness.

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