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VICTORIÆ REGINÆ.

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Cap. ccxc.

An Act for enabling the *Caledonian* Railway Company to extend their *Douglas* Branch to *Muirkirk* in the Counties of *Lanark* and *Ayr;* and for other Purposes. [5th *July* 1865.]

WHEREAS by "The *Caledonian* Railway Act, 1845," the *Caledonian* Railway Company (in this Act called "the Company") were incorporated: And whereas by "The *Caledonian* Railway (Branches) Act, 1860," the Company were, *inter alia,* authorized to make and maintain a Branch Railway to the *Douglas* Mineral Field (in that Act and this Act called the "*Douglas* Branch"): And whereas it would be attended with Advantage and Convenience to the Public if the Company were authorized to extend the said *Douglas* Branch from the Termination thereof in the Parish of *Douglas* and County of *Lanark* to *Muirkirk* in the Parish of *Muirkirk* and County of *Ayr:* And whereas Plans and Sections showing the Line and Levels of the said proposed Railway, and the Lands which may be required to be taken for the Purposes thereof, with a Book of Reference to the said Plans, have been deposited for public Inspection in the Offices at *Lanark* and *Glasgow* respectively of the Principal Sheriff Clerk of the County of *Lanark,* and in the Office at *Ayr* of the Principal Sheriff Clerk of the County of *Ayr:* But the Objects aforesaid cannot be effected without the Authority of Parliament:

8 & 9 Vict. c. clxii.

23 & 24 Vict. c. cxliv.

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. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Caledonian* Railway (*Muirkirk* Branch) Act, 1865."

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

2. Subject to the Provisions of this Act, "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," and Part I. of "The Railways Clauses Act, 1863," relating to Construction of a Railway, are incorporated with this Act.

Parts of 8 & 9 Vict. c. 17. and 26 & 27 Vict. c. 118. incorporated.

3. Subject to the Provisions of this Act, the Clauses and Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, and with respect to the Transfer or Transmission of Shares, and with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, and with respect to the Forfeiture of Shares for Nonpayment of Calls, and with respect to the Remedies of Creditors of the Company against the Shareholders, and with respect to the borrowing of Money by the Company on Mortgage or Bond, and with respect to the Conversion of the borrowed Money into Capital, and with respect to the Consolidation of the Shares into Stock, and with respect to the General Meetings of the Company and the Exercise of the Right of voting by the Shareholders, and with respect to the Provision to be made for affording Access to the Special Act by all Parties interested, and also Part I. of "The Companies Clauses Act, 1863," relating to Cancellation and Surrender of Shares, and Part II. of that Act relating to additional Capital, are incorporated with this Act; and all the Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," so incorporated with this Act, which relate to Stock into which Shares in the Capital of the Company have been converted or consolidated, shall apply to the Stock which the Company are by this Act authorized to issue, and to the Holders thereof: Provided always, that each Year, out of the Profits of which the Preference Shares or Preference Stock issued under the Authority of this Act shall be entitled to the preferential Dividend assigned thereto, shall end on the Thirty-first Day of *January*.

Interpretation of Terms.

4. In construing for the Purposes of this Act the Acts wholly and partly incorporated herewith, and in construing this Act, the following Expressions shall have the Meanings hereby assigned to them

them respectively, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the Special Act" shall mean this Act:

The Expression "the Company," or "the Promoters of the Undertaking," shall mean the *Caledonian* Railway Company:

Other Expressions to which Meanings are assigned in the Acts wholly or partly incorporated herewith shall respectively have the same Meanings in this Act.

Power to raise Money by the Issue of Ordinary or Preference Shares or Stock.

5. It shall be lawful for the Company from Time to Time to raise, in addition to the Sums which they are or may be authorized to raise by any other Act of Parliament, any further Sums of Money not exceeding in the whole the Sum of One hundred and sixty thousand Pounds by the Issue of new Ordinary Shares or new Ordinary Stock, or of new Preference Shares or new Preference Stock, or, at the Option of the Company, by any of those Modes.

Shares or Stock not to issue until 20 per Cent. paid up.

6. It shall not be lawful for the Company to issue any Share or Portion of Stock under the Powers of this Act, nor shall any such Share or Portion of Stock vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share or Portion of Stock shall be paid up in respect thereof.

Votes in respect of new Shares or Stock.

7. Each Holder of new Shares or Stock in the Capital by this Act authorized to be raised shall be entitled to the same Number of Votes in respect thereof which the Possession of an equal nominal Amount of the Capital authorized by the first-recited Act would have conferred upon him.

Capital under several Acts of this Session may be raised by Shares or Stock of One Class.

8. If by any other Act or Acts passed in the present Session of Parliament, whether before or after the passing of this Act, the Company be authorized to raise any Capital by the Issue of new Shares or Stock (whether Ordinary or Preference), the Company may, if they think fit, subject to the Provisions of such other Act or Acts and of this Act, raise by the Issue of Shares or Stock of One and the same Class, and entitled to the same Privileges, all or any Part or Parts of the aggregate Capital which they are by such other Act or Acts and this Act authorized to raise by the Issue of Shares or Stock.

Power to borrow on Mortgage.

9. When and so soon as the said additional Capital of One hundred and sixty thousand Pounds shall have been issued and taken up, and One Half of the said Sum shall have been paid up, it shall be lawful for the Company from Time to Time to borrow on Mortgage, and if paid off again to borrow, any Sum or Sums of Money not exceeding in the whole the Sum of Fifty-three thousand three hundred Pounds, in addition to the Amount which they are or may

be

be authorized to borrow by any other Act of Parliament: Provided always, that no Part of such Sum shall be borrowed until the Company shall have proved to the Sheriff who is to certify under the Provisions contained in the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," that the whole of such additional Capital has been issued and taken up *bonâ fide*, and that One Half of such additional Capital has been paid up, and that a Sum not less than One Fifth Part of the Amount of each Share and of each Portion of Stock so issued had been paid up thereon at the Time of the Issue and Acceptance thereof, and that the whole of the said Shares or Stock are held by the Persons to whom the same were issued, or their Executors, Administrators, or Assignees, and for which such Persons, or their Executors, Administrators, or Assignees, are legally liable.

Reserving Priority of existing Securities.

10. All Mortgages, Bonds, and Debenture Stock for which or for the Interest whereof the Company are lawfully liable, and which shall be in force at the Time of the passing of this Act, shall during their Subsistence have Priority over any Mortgage to be granted by the Company under the Powers of this Act.

Application of Monies.

11. All Monies raised under the Powers of this Act by the Issue of new Shares or Stock, or by borrowing on Mortgage, shall be applied in the first instance to the Purposes by this Act authorized, and, subject thereto, shall be applicable to the Purposes authorized by the other Acts relating to the Company.

Powers for compulsory Purchases limited.

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

Lands for extraordinary Purposes.

13. In addition to the Lands herein-before authorized to be taken by the Company, it shall be lawful for the Company to purchase by Agreement, in connexion with the Railway by this Act authorized, any Quantity of Land near or adjoining thereto, not exceeding Five Acres, for the extraordinary Purposes specified in "The Railways Clauses Consolidation (*Scotland*) Act, 1845."

Power to construct Railway.

14. It shall be lawful for the Company, with the Powers of Deviation and other Powers and subject to the Provisions contained in this Act and in the Acts wholly and partly incorporated herewith, to make and maintain in the Line and upon the Lands delineated on the Plans and described in the Book of Reference deposited as aforesaid, and according to the Levels defined on the Sections deposited therewith, the Railway herein-after described, and all proper Works and Conveniences in connexion therewith, and to enter upon, take, and use such of the said Lands as they may find necessary for the Purposes authorized by this Act and those Acts.

15. The

Description of Railway.

15. The Railway by this Act authorized to be constructed is—

A Railway (to be called the "*Muirkirk* Branch"), the Eastern Terminus of which will join the said *Douglas* Branch, at or near the Termination of that Branch in the Parish of *Douglas* and County of *Lanark*, and the Western Terminus of which will join the *Glasgow and South-western* Railway Company's Branch to *Muirkirk* in the Parish of *Muirkirk* and County of *Ayr*, about Two Furlongs and a Half North-eastward from the Booking Office of the *Muirkirk* Station on the last-mentioned Branch.

Regulating the Inclination of a certain Road.

16. It shall be lawful for the Company to alter the Inclination of the Road, numbered as after mentioned on the Plans deposited as aforesaid, to such an Extent as they may think fit, provided that such altered Inclination be not steeper than that herein-after specified; (that is to say,)

Number on Plans.	Parish.	Description.	Inclination.
114	Muirkirk -	Turnpike Road	1 in 20 on one Side of the Railway, and level on the other Side.

Regulating the Dimensions of certain Bridges.

17. It shall be lawful for the Company to construct the Arches of the Bridges for carrying the Railway over the Roads and Railway numbered as after mentioned on the Plans deposited as aforesaid of such Dimensions as they may think fit, provided that such Dimensions be not less than those herein-after specified respectively; (that is to say,)

Number on Plans.	Parish.	Description.	Height of Arch.	Width of Arch.
			Feet.	Feet.
6	Douglas - -	Turnpike Road -	16	25
34	Muirkirk - -	Occupation Road -	8	15
72	Muirkirk - -	Private Railway -	9	15

And it shall be lawful for the Company to construct the Bridges for carrying the Roads numbered as after mentioned on the Plans deposited as aforesaid over the Railway of such Width between the Fences as they may think fit, provided that such Width be not less in each Case than the Width herein-after specified with respect thereto; (that is to say,)

Number on Plans.	Parish.	Description.	Width between Fences.
			Feet.
114	Muirkirk - -	Turnpike Road - -	25
125	Douglas - -	Statute Labour and Drove Road - - - -	15
138	Douglas - -	Statute Labour Road -	15

Limiting Time for Completion of Railway, and Security for its Completion.

18. The Railway by this Act authorized shall be completed and opened for public Traffic within Five Years from the passing of this Act; and if the said Railway shall not be completed and opened for public Traffic within the said Period of Five Years, the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day after the Expiration of the said Period of Five Years until the said Railway shall be completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it shall appear by a Certificate from the Board of Trade that the Company was prevented from completing or opening the said Railway by unforeseen Accident or Circumstances beyond their Control: Provided always, that Deficiency of Funds shall not be held to be a Circumstance beyond the Control of the Company.

Tolls.

19. It shall be lawful for the Company, subject to the Conditions, Limitations, and Provisions contained in "The *Caledonian* Railway Act, 1845," to demand and recover for the Use of the Railway by this Act authorized, and the Conveyance of Traffic thereon, the same Tolls, Rates, and Charges which the Company are authorized by that Act to demand and recover for the Use of the Railways thereby authorized, and the Conveyance of Traffic thereon, as if the said Railway by this Act authorized had been an original Part of the *Caledonian* Railway, and had been constructed under the Powers of the said Act.

Defining Traffic of Glasgow and South-western Railway Company.

20. The Expression "*South-western* Traffic," as herein-after used, shall mean and be held to apply only to Traffic of every Description which, after the *Glasgow and South-western* Railway Company, herein-after called "the *South-western* Company," shall, under an Act of the present Session, have made and opened for Traffic Railways between *Ayr* and *Mauchline*, and between *Little Bogend* and *Drumsmedden*, shall pass or be destined or directed to pass between *Muirkirk* as the Western Terminus and *Edinburgh*, *Leith*, and *Granton* as the Eastern Termini, and all intermediate Places.

Through Booking in favour of Glasgow and South-western Company.

21. The Company shall give to the *South-western* Company in respect to "*South-western* Traffic" all such Facilities as are usual or useful for the convenient working or Development of Railway Traffic, including, among other things, Through Booking, Through Tickets and Invoices, and, so far as may reasonably be required, Through Carriages and Waggons, and conveniently timed and arranged Trains, whether ordinary or special, as the Case may require, for the Reception, Forwarding, Transmission, Conveyance, and Delivery of such Traffic, and shall accommodate, manage, and forward such Traffic and give such Facilities as effectually, regularly, and expeditiously as if it were their own proper Traffic, or Traffic which they were desirous of cultivating to the utmost, and shall not give

give any Preference, Priority, or Advantage over it to any other Traffic, subject only to the Payment to them of the Proportion of Receipts from such Traffic as herein-after provided.

Traffic to be forwarded as consigned.

22. The Company shall forward all "*South-western* Traffic" tendered to them by the *South-western* Company over such Portions of the Company's Lines as may from Time to Time be directed by the *South-western* Company, and all such Traffic specially consigned by the Public as to be conveyed by the *South-western* Company's Route shall be sent by such Route.

South-western Company may employ their own Clerks to book Passengers.

23. The *South-western* Company shall, as respects the Passenger Traffic comprehended in "*South-western* Traffic," be entitled to and may at their own Cost employ their own Clerks for booking such Traffic at any present or future Passenger Station or Stations on the aforesaid Portions of the Company's Lines; and the Company shall provide the necessary Accommodation for such Clerks at such Station or Stations: Provided always, that such Clerks shall be subject to the Regulations of the Company from Time to Time in force at such Station or Stations; and the Payment for the Accommodation so provided by the Company shall be determined by Agreement, or, in case of Difference, by Arbitration in manner herein-after mentioned.

South-western Company may employ their own Agents for Goods Traffic.

24. The *South-western* Company shall, in respect of Goods, Animals, and Mineral Traffic comprehended in "*South-western* Traffic," be at liberty, at their own Cost, to employ at any of the present or future Goods or Mineral Stations on the aforesaid Portions of the Company's Lines such Clerks or Agents as they may think proper for the Purpose of invoicing, collecting, delivering, and carting "*South-western* Traffic," and for such Purpose may enter and use any such Station or Stations, subject, nevertheless, to the Regulations of the Company from Time to Time in force thereat; and the Company shall for the Cartage so performed, when the Rate charged for such Traffic includes Cartage, allow to the *South-western* Company an Amount *per* Ton equal to the average actual Cost *per* Ton of Cartage performed by the Company or their Agents at such Station or Stations.

Fixing of Rates and Fares.

25. The *South-western* Company shall have Power to fix the Rates and Fares for all "*South-western* Traffic," and the Receipts arising from such Traffic shall, after Deduction of Government Duty and the usual Terminals from Time to Time allowed by the Railway Clearing House (which shall belong and be paid to the Companies respectively entitled thereto), and any Portion of Through Rate or Fare which may be due to other Railway Companies concurring in such Through Rates or Fares, be divided between the Company and the *South-western* Company by Mileage, according to the actual Distance travelled over their respective Railways: Provided always, that the Company shall in no Case receive in such Division a less

Sum

Sum *per* Mile of the Distance for which such Traffic shall be conveyed over their Railways than the following; *videlicet*,

	Pence.	Decimal Parts of a 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
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
Ditto, 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 and Minerals, average Rate *per* Ton *per* Mile -	0	·80
Live Stock, *per* Truck *per* Mile - - -	3	·00

Provided always, that at the Expiration of Five Years from the Commencement of this Act, and at the Expiration of every subsequent Period of Five Years, it shall be lawful for either Party to refer to Arbitration in manner herein-after provided whether any such Alteration has taken place in the Cost of working, or in the Charges made to the Public at the Time, as would justify any Alteration in the minimum Amount *per* Mile to be paid to the Company as aforesaid, and if the Arbitrator, Arbitrators, or Umpire, as the Case may be, so think fit, it shall be lawful for him or them to make such Alteration thereon as he or they shall think proper.

Facilities not to be given for Traffic sent by a circuitous Route.

26. It shall not be necessary for or incumbent on the Company to grant any of the Facilities or Advantages herein-before provided in respect of any Traffic sent by any unreasonably circuitous or inconvenient Route, and any Difference which may arise in respect to this Provision shall be settled by Arbitration in manner herein-after provided.

Running Powers.

27. The *South-western* Company may run over and use with their Engines, Trucks, and Carriages of every Description such Portions of the Company's Lines as may be necessary to be used to enable "*South-western* Traffic" to reach its Destination, and the Stations, Watering Places, Works, and Conveniences upon and connected with the Company's Lines, and the *South-western* Company and the Company shall

shall respectively be entitled to the Conveniences and Privileges, and be subject to the Regulations and Obligations, herein-after mentioned; (that is to say,)

1. The *South-western* Company shall have the Power (subject to the Provisions of the Acts applicable thereto) to fix the Through Rate or Fare at which "*South-western* Traffic" shall be conveyed by them for the whole Distance for which it shall be so conveyed upon their own Railways and the Railways of the Company; from the said Through Rate shall be deducted, in the first place, the Government Duties in respect of Passengers, and the usual Terminals payable in respect of such Traffic according to the Regulations of the Railway Clearing House in force for the Time being, which shall belong and be paid to the Companies respectively entitled thereto, and, in the second place, Twenty-five *per Centum* of the Amount remaining, after deducting the said Duties and Terminals as aforesaid, which Per-centage shall be retained by the *South-western* Company on account of their Working Expenses in relation to such Traffic, and the Residue shall be apportioned among the Companies entitled thereto by an equal Mileage Rate according to the said Regulations for the total Distance for which such Traffic shall be conveyed by the *South-western* Company upon their own Railways and the Railways of the Company: Provided always, that after Deduction of the said Duties and Terminals as aforesaid, the Company shall in no Case receive a less Sum *per* Mile of the Distance for which such Traffic shall be conveyed over their Railways than the following; *viz.*,

	Pence.	Decimal Parts of a 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
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
Ditto, if Two, *per* Mile - - - -	2	·89
Ditto, if Three, *per* Mile - - - -	3	·85

	Pence.	Decimal Parts of a Penny.
Carriages, each, *per* Mile - - - -	2	·03
Dogs, each, *per* Mile - - - -	0	·19
Goods and Minerals, average Rate, *per* Ton *per* Mile	0	·80
Live Stock, *per* Truck *per* Mile - - -	3	·00

Subject as aforesaid to Deduction of Twenty-five *per Centum* for Working Expenses: Provided also, that at the Expiration of Five Years from the Commencement of this Act, and at the Expiration of every subsequent Period of Five Years, it shall be lawful for either Party to refer to Arbitration in manner herein-after provided whether any such Alteration has taken place in the Cost of working, or in the Charges made to the Public at the Time, as would justify any Alteration in the minimum Amount *per* Mile to be paid to the Company, and if the Arbitrator, Arbitrators, or Umpire, as the Case may be, so think fit, it shall be lawful for him or them to make such Alteration therein as he or they shall think proper:

2. The Use on and over the aforesaid Portions of the Railways of the Company of any Engines, Carriages, and Waggons from Time to Time employed upon the Railways of the *South-western* Company, with their Servants properly accompanying their Trains:

3. The Use of sufficient Engine Stables, Coking Places, Water, Gas, and other Conveniences, to be provided by the Company in connexion with their Lines, to the Extent and at Charges to be from Time to Time fixed by Agreement or Arbitration:

4. The joint or separate Use of the Offices, Warehouses, Stations, Sidings, and other Accommodation at the several Stations, Wharves, stopping, loading, and unloading Places, Sidings, and Junctions of the aforesaid Portions of the Company's Lines, the Extent of such Use, and the Nature of the Arrangements for working the Traffic at the respective Places, to be determined by Agreement or by Arbitration, and the Payment for the same to be the Terminals as respects Goods, Animals, and Mineral Traffic, and as respects Passenger Traffic to be such special Payment (if any) as may be determined by Agreement or by Arbitration; and further, if at the Request of the *South-western* Company the Arbitrator shall order any Enlargement or Alteration of any of the said Stations or Places, such Enlargement or Alteration shall be made by the Company, and the annual Payment therefor (if any) shall be settled by Agreement or by Arbitration:

5. The *South-western* Company may appoint at the Stations on the aforesaid Portions of the Company's Lines such Porters, Clerks, Agents, and other Servants and Officers for the Reception, handling, booking, invoicing, forwarding, and managing their Traffic as they may think proper, receiving for the Expense of such Services such Sum as may be from Time to Time fixed by Agreement or Arbitration, and as respects

Cartage

Cartage an Amount *per* Ton equal to the average actual Cost *per* Ton of Cartage performed by the Company or their Agents at such Station or Stations:

6. The Hours of Arrival and Departure of the Trains run by the *South-western* Company shall, in case of Difference, be fixed by Arbitration:

7. If the *South-western* Company or the Company shall complain of any Infringement of the Enactments in this Section contained, or if any Difference shall arise between the said Companies as to the proper Construction of any of the said Enactments, or as to anything which ought or ought not to be done thereunder, or in any way in consequence thereof, every such Complaint or Difference shall be settled by Arbitration as herein-after provided:

8. The *South-western* Company shall, in the Use of the Railways run over, be subject to the Byelaws and Regulations for the Time in force of the Company.

Local Traffic not to be interfered with.

28. Nothing in this Act contained shall authorize the *South-western* Company to carry or interfere with any Traffic arising and terminatingon the Railways of the Company.

South-western Company to be equally favoured as any other Company.

29. If the Company grant to any other Company, in respect of Traffic competitive with "*South-western* Traffic," a Rate or Fare on or beyond the aforesaid Portion of the Company's Lines, which in Division gives to the Company a lower Minimum than is herein-before stated, or greater Facilities and Advantages than are herein-before granted or intended to be granted to the *South-western* Company, they shall grant the same Rates, Fares, Facilities, and Advantages to the *South-western* Company, and the Minimum herein-before fixed shall not apply to such Rates or Fares.

Accounts to be kept by South-western Company.

30. Proper Accounts shall be kept by the *South-western* Company in respect of "*South-western* Traffic," and the Company shall have Access to such Accounts whenever they think fit; and in the event of any Difference arising between the *South-western* Company and the Company as to the Manner in which such Accounts shall be kept, or otherwise in reference to such Accounts, such Difference shall be settled by Arbitration in the Manner herein-after provided.

Differences to be settled by Arbitration.

31. If any Difference shall arise between the *South-western* Company and the Company as to the Construction, Meaning, or Intent of any of the Provisions herein contained in respect to the Running Powers and Facilities herein granted and provided, or in relation to any Matter arising out of, or consequent on, or incidental to any of such Provisions, or as to the Compliance with or the carrying out of the Spirit and Intention of such Provisions by either of the said Companies, such Difference is hereby referred to and shall from Time to Time be settled by Arbitration; and the Arbitrator, Arbitrators, or Umpire acting in any such Arbitration shall have Power to order

such

such Arrangements and Remedies as they or he may think right for securing the due Fulfilment of the Provisions aforesaid, and to award and fix the Amount of the Compensation or Damages to be paid by the one Party to the other in respect of any Breach of the said Provisions or any of them, and in respect of any Neglect or Refusal of the said Companies respectively to perform and carry out any Award or Order made by such Arbitrator, Arbitrators, or Umpire, or by any other Arbitrator, Arbitrators, or Umpire under any previous Arbitration, as to any of the Matters aforesaid.

Interest or Dividend not to be paid on Calls paid up.

32. It shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay to any Shareholder Interest or Dividend on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in that Behalf of "The Companies Clauses Consolidation (*Scotland*) Act, 1845."

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

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

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

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

Expenses of Act.

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

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