ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

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Cap. cxxxix.

An Act for making a Railway from the *Caledonian* Railway at *Crofthead* to *Kilmarnock*, with a Branch to *Beith*, in the Counties of *Renfrew* and *Ayr*; and for other Purposes.

[29th *June* 1865.]

WHEREAS the making of a Railway from the *Caledonian* Railway at *Crofthead* to *Kilmarnock*, with a Branch to *Beith*, and the widening and improving of certain Streets in the Town of *Kilmarnock* in connexion with the said proposed Railways, all in the Counties of *Renfrew* and *Ayr*, would be of great local and public Advantage: And whereas the Persons herein-after named, together with others, are willing, at their own Expense, to carry such Undertaking into execution, and it is expedient that they should be united into a Company and incorporated for that Purpose: And whereas the said proposed Railways may be beneficially worked in connexion with the Railways of the *Caledonian* Railway Company, and that Company are willing to work the same, and it is expedient that Provision should be made for that Purpose: And whereas the *Caledonian* Railway Company are desirous and it is expedient that they should be enabled to contribute to the proposed Undertaking, and to take and hold Shares or Stock therein: And whereas it is

expedient to provide for the Use, by the Traffic on the said proposed Railways, of a Portion of the *Glasgow and South-western* Railway Company's Line and their Station at *Kilmarnock*, and that the *Glasgow and South-western* Railway Company, the *Caledonian* Railway Company, and the Company to be incorporated as aforesaid, should be empowered to enter into Agreements with respect to the Interchange and forwarding of Traffic between and over their respective Undertakings: And whereas Plans and Sections showing the Lines and Levels of the said proposed Railways and Alterations of Streets, and the Lands which may be required to be taken for the Purposes thereof and of the Works connected therewith, together with a Book of Reference to such Plans, have been deposited for public Inspection in the Office at *Paisley* of the Principal Sheriff Clerk of the County of *Renfrew*, and in the Offices at *Kilmarnock* and *Ayr* respectively of the Principal Sheriff Clerk of the County of *Ayr*; but 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. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Crofthead and Kilmarnock Extension* Railway Act, 1865."

8 & 9 Vict. cc. 17. 19. & 33., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Companies Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to Cancellation and Surrender of Shares, to additional Capital, and to Debenture Stock, and Parts I. and III. of "The Railways Clauses Act, 1863," relating respectively to Construction of a Railway and to Working Agreements, save as otherwise provided by or inconsistent with this Act, are incorporated with this Act, and (except Part II. of "The Companies Clauses Act, 1863,") shall apply to the Undertaking by this Act authorized, and to the Company by this Act incorporated.

Application of Parts of 8 & 9 Vict. c. 17. and 26 & 27 Vict. c. 118. to additional Capital au-

3. Subject to the Provisions of this Act, the Clauses and Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the following Matters, that is to say, the Distribution of the Capital of the Company into Shares, the Transfer or Transmission of Shares, the Payment of Subscriptions, and the Means of enforcing the Payment of Calls, the Forfeiture of Shares for Non-payment

payment of Calls, the Remedies of Creditors of the Company against the Shareholders, the Consolidation of the Shares into Stock, the General Meetings of the Company, and the Exercise of the Right of voting by the Shareholders, and the Provision to be made for affording Access to the Special Act by all Parties interested, and also Parts I. and II. of "The Companies Clauses Act, 1863," relating respectively to Cancellation and Surrender of Shares and to additional Capital, shall apply to the additional Capital which the *Caledonian* Railway Company are by this Act authorized to issue; and all the Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," 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 *Caledonian* Railway Company are by this Act authorized to issue, and to the Holders thereof: Provided always, that each Year, out of the Profits of which any Preference Shares or Stock which may be issued by the *Caledonian* Railway Company under the Authority of this Act shall be entitled to the preferential Dividend or Interest assigned thereto, shall end on the Thirty-first Day of *January*.

thorized to be raised by Caledonian Railway Company.

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

Same Meanings to Words in incorporated Acts as in this Act.

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

The Expression "the Company" shall mean the Company incorporated by this Act, except in so far as the Provision in which it occurs is applicable to the additional Capital which the *Caledonian* Railway Company are by this Act authorized to issue, in which Case it shall likewise include and mean the *Caledonian* Railway Company:

The Expression "the Railway" shall include and mean the Railway, Branch Railway, Alterations of Streets, and other Works authorized by this Act:

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

5. Lieutenant Colonel *William Mure*, *Walter Crum*, *Thomas Dunlop Douglas*, *John Heys*, *Andrew Barclay*, *Hugh Crawford*, and *James Finnie*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be and are hereby united into a Company for the Purpose of making the Railways and Alterations of Streets herein-after described,

Incorporation of Company.

described, and all proper Works and Conveniences connected therewith, and for maintaining the said Railways and Works, and for that Purpose such Company shall be incorporated by the Name of "The *Crofthead and Kilmarnock Extension* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, acquire, and hold Lands and Heritages for the Purposes of the Undertaking, subject to the Provisions of this Act and of the Acts wholly and partly incorporated herewith.

Capital.

6. The Capital of the Company shall be Two hundred and forty thousand Pounds Sterling.

Number and Amount of Shares.

7. The Number of Shares into which the Capital of the Company shall be divided shall be Twenty-four thousand, and the Amount of each Share shall be Ten Pounds.

Calls.

8. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at the least shall be the Interval between successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made upon any Share in any One Year.

Shares not to issue until One Fifth is paid up.

9. It shall not be lawful for the Company to issue any Share under the Powers of this Act, nor shall any such Share 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 shall be paid up in respect thereof.

Votes of Shareholders.

10. At all Meetings of the Company every Shareholder in the Company shall have One Vote in respect of each Share or of each Portion of Stock of the nominal Amount of Ten Pounds in the Capital of the Company which shall be held by him.

Power to issue Debenture Stock.

11. It shall be lawful for the Company to create and issue Debenture Stock.

Power to borrow on Mortgage.

12. When and so soon as the whole of the said Capital of Two hundred and forty 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 Eighty thousand Pounds: 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

the Provisions contained in the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," that the whole of the said Capital has been issued and taken up *bonâ fide*, and that One Half of such 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.

Arrears may be enforced by Appointment of a Judicial Factor.

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

Application of Monies.

14. The Capital of the Company, and the Sums which may be borrowed on Mortgage or raised by the Issue of Debenture Stock under the Authority of this Act, shall be applied only to the Objects and Purposes of this Act.

Caledonian Railway Company to contribute Funds and hold Shares.

15. It shall be lawful for the *Caledonian* Railway Company and they are hereby required to contribute and apply their Funds towards the Undertaking to the Amount of One hundred and forty thousand Pounds, and to take and hold Shares or Stock in the Company to an Extent corresponding to that Amount, and, except as herein-after expressly provided, they shall in respect of such Shares or Stock have all the Powers, Rights, and Privileges, and be subject to all the Obligations and Liabilities, of Proprietors of Shares or Stock in the Company; and at all Meetings of the Company the Chairman, or in his Absence the Deputy Chairman, of Directors of the *Caledonian* Railway Company, or in the Absence of such Chairman and Deputy Chairman any Person appointed for the Purpose by a Writing under the Common Seal of that Company, may attend and vote in respect of the Shares or Stock in the Company held by the *Caledonian* Railway Company, whether he be individually a Shareholder in the Company or not: Provided always, that the Shares or Stock so held by the *Caledonian* Railway Company shall not be transferable by them, and that they shall not vote in respect of such Shares or Stock in relation to the Election of Directors by the Shareholders of the Company, or in relation to the Company's Approval of or Assent

to any Agreement which, in pursuance of the Provisions hereinafter contained, may be entered into with the *Caledonian* Railway Company.

Power to Caledonian Railway Company to raise Money for that Purpose by the Issue of new Shares or Stock.

16. It shall be lawful for the *Caledonian* Railway Company, for the Purpose of the Contribution herein-before mentioned, 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 forty 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 said Company, by any of those Modes.

New Shares or Stock not to vest until 20 per Cent. is paid thereon.

17. It shall not be lawful for the *Caledonian* Railway 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.

18. Each Holder of new Shares or Stock in the Capital by this Act authorized to be raised by the *Caledonian* Railway Company shall be entitled to the same Number of Votes in respect thereof at all Meetings of that Company which the Possession of an equal nominal Amount of the Capital authorized by "The *Caledonian* Railway Act, 1845," would have conferred upon him.

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

19. If by any other Act or Acts passed in the present Session of Parliament, whether before or after the passing of this Act, the *Caledonian* Railway Company be authorized to raise any Capital by the Issue of new Shares or Stock (whether ordinary or preference), the said 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.

Application of Monies.

20. All Monies raised by the *Caledonian* Railway Company under the Powers of this Act shall be applied only towards Payment of the Contribution which they are herein-before empowered to make to the Undertaking by this Act authorized.

First and subsequent Ordinary Meetings of Company.

21. The First Ordinary Meeting of the Company shall be held within Three Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held twice

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in every Year, in the Months of *February* or *March* and *August* or *September* respectively; and all Ordinary Meetings of the Company shall be held in *Glasgow*.

Quorum of Meetings.

22. The Quorum of every Meeting of the Company, whether ordinary or extraordinary, shall be Eight Shareholders present personally or by proxy, holding in the aggregate not less than Five thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

23. The Number of Directors shall be Ten, and the Qualification of a Director appointed by the Shareholders shall be the Possession in his own Right of Shares or Stock to the nominal Amount of not less than Five hundred Pounds in the Capital of the Company; and the Qualification of a Director appointed by the Directors of the *Caledonian* Railway Company shall be the Possession in his own Right of Shares or Stock to the nominal Amount of not less than Five hundred Pounds in the Capital of the Company or of the *Caledonian* Railway Company.

Power to reduce Number of Directors.

24. It shall be lawful for the Company to reduce the Number of the Directors, provided that the reduced Number be not less than Six.

Quorum of Directors.

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

First Directors.

26. Lieutenant Colonel *William Mure*, *Hugh Crawford*, *John Heys*, *Peter Sturrock*, and *Andrew Barclay* shall be the First Directors on behalf of the Shareholders of the Company other than the *Caledonian* Railway Company, and Lieutenant Colonel *Thomas Salkeld*, *Thomas Hill*, *Robert Farquhar Shaw Stewart*, and *Robert Towers* shall be the First Directors on behalf of the *Caledonian* Railway Company.

First Directors to continue in Office till First Ordinary Meeting.

27. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting of the Company to be held after the passing of this Act.

Election of Directors by Shareholders.

28. At the First Ordinary Meeting of the Company held after the passing of this Act the Shareholders present, personally or by proxy, shall either continue in Office the Directors appointed on their Behalf by this Act, or any Number of them, or may elect Five new Directors, or Directors to supply the Places of those not continued in Office by them, any of the Directors appointed by this Act being capable of Election; and at the Ordinary Meetings of the Company held in the Month of *August* or *September* in the Year One thousand eight hundred and sixty-six, and in every succeeding Year, the

Share-

Shareholders present, personally or by proxy, shall elect Persons to supply the Place of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," contained; and the Persons elected at such respective Meetings, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others be elected in their Stead in manner provided by the last-mentioned Act.

Appointment of Directors by Caledonian Railway Company.

29. It shall be lawful for the Directors of the *Caledonian* Railway Company, on or after the Date of the First Ordinary Meeting of the Company held after the passing of this Act, to appoint (in addition to the Directors appointed by the Shareholders other than the *Caledonian* Railway Company) Five Directors of the Company, who shall remain in Office until they shall respectively die or resign or become disqualified, or until their respective Appointments be revoked as after mentioned; and the Directors of the *Caledonian* Railway Company shall have Power from Time to Time to revoke any such Appointment, and to appoint a new Director of the Company in place of any Director appointed by them whose Appointment shall have been so revoked, or who shall have died, resigned, or become disqualified; and a Writing, given under the Common Seal of the *Caledonian* Railway Company, or under the Hands of their Chairman of Directors and Secretary, and deposited with the Secretary of the Company, shall be the Evidence of any such Appointment or Revocation: Provided always, that the Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Appointment and Rotation of Directors, shall not apply to the Directors appointed by the Directors of the *Caledonian* Railway Company: Provided also, that if the total Number of Directors of the Company be reduced to and so long as the same shall not exceed Eight the Number of such Directors appointed by the Directors of the *Caledonian* Railway Company shall thereupon be reduced to and shall not exceed Four, and if the total Number of Directors of the Company be reduced to and so long as the same shall not exceed Six the Number of such Directors appointed by the Directors of the *Caledonian* Railway Company shall thereupon be reduced to and shall not exceed Three.

Periods for balancing and inspecting Account Books of Company.

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

31. The

Domicile of Company, and Newspapers in which Notices shall be advertised.

31. The Domicile of the Company shall be held to be in the City of *Glasgow*, and all Notices relating to the Affairs of the Company required to be given by Advertisement shall be inserted in at least One Newspaper published in that City, and in One Newspaper published in the Town of *Ayr* or in the Town of *Kilmarnock*.

Power to take Lands.

32. Subject to the Provisions of this Act and of the Acts wholly and partly incorporated herewith, it shall be lawful for the Company to enter upon, take, and use such of the Lands delineated on the Plans and described in the Book of Reference deposited as aforesaid as they may find necessary for the Purposes authorized by this Act and those Acts.

Powers for compulsory Purchases limited.

33. 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.

34. 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, any Quantity of Land near or adjoining thereto, not exceeding Three Acres, for the extraordinary Purposes specified in "The Railways Clauses Consolidation (*Scotland*) Act, 1845."

Power to construct Railways.

35. 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 Lines 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 Railways herein-after described, and all proper Works and Conveniences in connexion therewith respectively.

Description of Railways

36. The Railways by this Act authorized to be constructed are,—

First, a Railway (in this Act called Railway No. 1.) commencing by a Junction with the Railway formed by the *Caledonian* Railway Company from the *Glasgow, Barrhead, and Neilston Direct* Railway (held in Lease by that Company) to *Crofthead* at a Point about Eleven Chains North-eastward from the North-eastern End of the Passenger Platform of the *Crofthead* Station of the said Railway, and terminating on the Western Side of *Hill Street* of *Kilmarnock* about Half a Chain Southward of the Place where the Road from the *Ayrshire* Biscuit Factory joins that Street:

Secondly, a Branch Railway commencing by a Junction with Railway No. 1. at a Point in the Parish of *Dunlop* about Five and a Half Chains Westward from *Waterland* Toll Bar on the Turnpike Road leading from *Lugton Inn* to *Dunlop*, and terminating about Two and a Half Chains to the Southward of the Point where the Approach to the Manse of the Parish of *Beith* diverges from the Turnpike Road leading from *Beith* to *Dalry*.

Company not to execute a certain Portion of Railway No. 1.

37. Whereas in the Progress through Parliament of the Bill for this Act it has been arranged that the Company shall apply to Parliament next Session for Power to effect Junctions in or near the Parish of *Stewarton* and at or near *Kilmarnock* between Railway No. 1. by this Act authorized and Railway No. 1. proposed to be authorized by the *Glasgow and South-western* Railway (*Kilmarnock Direct*) Bill, now pending in Parliament, and that the *Glasgow and South-western* Railway Company shall construct the Portion of the last-mentioned Railway extending between such Junctions with Four Lines of Railway, and that Two of such Lines shall belong to the Company: Therefore, notwithstanding anything in this Act contained, it shall not be lawful for the Company to construct that Portion of Railway No. 1. which is shown on the deposited Plans as extending between the Point marked thereon Ten Miles Four Furlongs from the Commencement of Railway No. 1. at *Crofthead* and the Point marked thereon Fourteen Miles Two Furlongs from such Commencement.

Power to improve Streets.

38. In connexion with the said Railways by this Act authorized the Company may, 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, widen and improve and alter the Lines and Levels of the following Streets in the Town of *Kilmarnock* in the Manner shown on the Plans and Sections deposited as aforesaid; (that is to say,) the Road or Street leading from *Garden Street* to the Southern End of *Hill Street*, and that Portion of *Hill Street* which extends from the Western End of the said Road or Street to the Terminus at *Hill Street* of Railway No. 1., and that Portion of *Garden Street* which extends from the said Road or Street to *West George Street*.

Railway may be carried across a certain private Railway on the Level thereof.

39. It shall be lawful for the Company to carry Railway No. 1. by not more than Two Lines of Railway across and upon the Level of the private Railway numbered 11, in the Parish of *Kilmarnock*, on the Plans deposited as aforesaid.

40. It

Regulating the Inclinations of certain Roads and of a private Railway.

40. It shall be lawful for the Company to alter the Inclinations of the Roads and private Railway numbered as after mentioned on the Plans deposited as aforesaid to such an Extent as they may think fit, provided that such altered Inclinations be not steeper than those herein-after specified respectively; (that is to say,)

Number on Plans.	Parish.	Description.	Inclination.
60	Dunlop (at Six Miles Twenty-nine Chains from Commencement of Line).	Turnpike Road -	1 in 20 on the one Side and 1 in 30 on the other Side.
60	Dunlop (at Seven Miles Forty-one Chains from Commencement of Line).	Turnpike Road -	1 in 20.
16	Stewarton - -	Turnpike Road -	1 in 25 on the one Side and level on the other Side.
11	Kilmarnock - -	Private Railway -	1 in 50.

Lodging Houses not to be taken until Notice is given.

41. The Company shall, not less than Eight Weeks before they take in any City, Town, or Parish Houses amounting to Fifteen in Number or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses; and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Limiting Time for Completion of Railways.

42. The said Railway and Branch Railway by this Act authorized shall be completed within Five Years from the passing of this Act.

Security for Completion of Railways.

43. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Nineteen thousand two hundred Pounds (being Eight *per Centum* upon Two hundred and forty thousand Pounds, which is the Amount of the Estimate in respect of the Railways and Works by this Act authorized,) has been deposited in the Bank in the Name of the Queen's Remembrancer of the Exchequer in *Scotland* in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said Act of the Ninth Year of Her present Majesty, the said Sum of Nineteen

Nineteen thousand two hundred Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as is herein-after mentioned, be paid to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the said Railways by this Act authorized, either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by the Company by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid by the Officer or Person in whose Name it shall then be deposited to the Account of Her Majesty's Exchequer, and when so paid shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*.

Release of Money deposited.

44. Provided always, That if at any Time after the passing of this Act a Bond in twice the Amount of the said Sum of Nineteen thousand two hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Nineteen thousand two hundred Pounds if the Company shall not, within the Time limited for the Completion of the said Railways, either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by the Company by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest thereof shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the

Survivors

Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said Act of the Ninth Year of Her present Majesty to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls for the Use of the Railway and for Carriages;

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

for Passengers;

1. In respect of Passengers conveyed upon the Railway, or any Part thereof, as follows:

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

for Horses, Cattle, and other Animals;

2. In respect of Horses, Cattle, and other Animals conveyed upon the Railway, or any Part thereof, as follows:

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

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 Company, 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 Railway, 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 Company, 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

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 Company, 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 Company, 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 Company, 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 Railway, 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.

46. It shall be lawful for the Company to demand and recover for the Use of Engines for drawing or propelling Carriages on the Railway 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.

47. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers on the Railway, including the Tolls for the Use of the Railway and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following; (that is to say,)

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

For

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.

48. 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 Railway, but only to the Ordinary and Express Trains from Time to Time appointed by the Company for the Conveyance of Passengers upon the Railway.

Passengers Luggage.

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

Maximum Rates of Charge for Animals, and for Goods and other Articles.

50. The maximum Rates of Charge to be made by the Company for the Conveyance on the Railway 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 Railway and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, 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 Railway for any Distance not exceeding Nine Miles, Twopence Halfpenny *per* Ton *per* Mile; and if conveyed thereon for any Distance exceeding Nine Miles, Twopence Halfpenny *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

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.

51. 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 Railway for a less Distance than Three Miles the Company 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 Company 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 Company 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 may, in the Option of the Company, be determined either by the usual Avoirdupois Weight, or 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.

52. 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 Railway, or any Part thereof, the Company 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

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

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 Company 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 Company may think fit, not exceeding Sixpence *per* Ton *per* Mile; and if such Weight shall exceed Eight Tons, such Sum as the Company may think fit.

Defining Terminal Station.

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

Company may take increased Charges by Agreement.

54. Nothing in this Act contained shall prevent the Company 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 Company in relation thereto.

Company not bound to carry Manure or other offensive Matter.

55. Nothing in this Act contained shall render it compulsory on the Company to carry on the Railway any Nightsoil, Dung, Manure, Compost, or other offensive Matter.

Confirming Agreement with the Caledonian Railway Company.

56. Whereas an Agreement bearing Date the Twenty-second Day of *December* One thousand eight hundred and sixty-four, of which a Copy is contained in the Schedule to this Act, has been entered into between the *Caledonian* Railway Company and the acting Committee of Management of the Promoters of the Under-

taking in relation to the Maintenance, Management, and working of the Railway and other Matters in connexion therewith, and it is expedient that the said Agreement should, subject as herein-after mentioned, be sanctioned: Therefore the said Agreement, except as to Tolls, and except in so far as is by this Act otherwise expressly provided, shall be and the same is hereby sanctioned and confirmed, and it shall be lawful for the Company and the *Caledonian* Railway Company respectively, and they are hereby required, to implement and fulfil all the Provisions and Stipulations in the said Agreement contained; and the *Caledonian* Railway Company may, subject to the Terms and Conditions of the said Agreement, exercise all the Powers of demanding and recovering Tolls, Rates, and Charges for the Use of the Railway and the Conveyance of Traffic thereon which are by this Act conferred on the Company: Provided always, that the said Agreement shall not in any Manner affect any of the Tolls, Rates, or Charges which the Companies, Parties thereto, are from Time to Time respectively authorized to demand and receive from any Person or from any other Company, but all such Persons and Companies shall, notwithstanding the said Agreement, be entitled to the Use and Benefit of the Railways of the Companies, Parties thereto, on the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been if the said Agreement had not been entered into and confirmed by this Act.

While Railway worked by Caledonian Railway Company, One Short-Distance Charge only to be made for Traffic conveyed partly thereon and partly on Caledonian Railway.

57. While and so long as the Railway shall be worked by the *Caledonian* Railway Company under the Powers contained in this Act the Tolls and Charges in respect of all Traffic conveyed partly on the Railway and partly on the *Caledonian* Railway for a less Distance than Three Miles may be computed and taken as for Three Miles, and for each Mile or Fraction of a Mile beyond Three Miles as for One Mile in the Case of Passengers, and for each Fraction of a Mile beyond Three Miles as for the Number of Quarters of a Mile in that Fraction (a Fraction of a Quarter of a Mile being for this Purpose deemed a Quarter of a Mile) in the Case of Animals and Goods, and no other Short-Distance Charge shall be made by the *Caledonian* Railway Company or by the Company in respect of Traffic so conveyed.

Power to Company and Caledonian Railway Company to enter into Working Agreements.

58. It shall be lawful for the Company and the *Caledonian* Railway Company from Time to Time to agree among themselves with respect to all or any of the following Purposes; namely,

The Maintenance and Use by the *Caledonian* Railway Company of the Railway, and the working of the Traffic thereon:

The

The Use, reciprocally or otherwise, by the said Companies of the Lines of Railway belonging to and held in Lease by them respectively, and the Stations and other Accommodations connected therewith, or any Parts thereof:

The fixing, Collection, Apportionment, and Division of the Tolls, Rates, Charges, and Profits levied or derived upon or from the said respective Lines of Railway and Stations and other Works, or any Parts thereof.

Power to run over and use Portion of Glasgow and South-western Railway Company's Line, and their Station at Kilmarnock.

59. It shall be lawful for the Company, and for all other Companies and Persons working or lawfully using or intending to use the Railway or any Part thereof, but subject to the Byelaws and Regulations of the *Glasgow and South-western* Railway Company in force for the Time being, to run over and use with their Engines and Carriages of every Description, and to use with their Clerks, Officers, and Servants, so much of the *Glasgow and South-western* Railway as is necessary for connecting the Two Lines of Railway to be formed by the *Glasgow and South-western* Railway Company, and to belong to the Company as aforesaid, with the *Glasgow and South-western* Railway Company's Passenger Station at *Kilmarnock*, together with the said Passenger Station and the Booking Offices thereof, and the Watering Places and other Works and Conveniences connected with the said Portion of Railway and Station, upon such Terms and Conditions, and on Payment of such Tolls, Rates, and Charges or other Consideration, as shall in default of Agreement be from Time to Time determined by Arbitration in the Manner prescribed by "The Railways Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Power to Company and Caledonian and Glasgow and South-western Railway Companies to enter into Traffic Arrangements.

60. It shall be lawful for the Company, the *Caledonian* Railway Company, and the *Glasgow and South-western* Railway Company respectively to enter into Arrangements and execute Agreements with each other in respect to the Use by those Companies respectively, or any of them, of the Railways and other Works belonging to and held in Lease by the said Companies respectively, or any Part thereof, and the Interchange, forwarding, and conducting of Traffic between, over, and upon the said Railways and Works, or any Part thereof.

Glasgow and South-western Railway Company to have Running Powers

61. The *Glasgow and South-western* Railway Company may run over and use with their Engines, Trucks, and Carriages of every Description those Portions of the Railways by this Act authorized, and of the Railways belonging to and held in Lease by the *Caledonian*

over the Railways of the Company and of the Caledonian Railway Company between Kilmarnock and Glasgow.

donian Railway Company (herein-after called the Railways of the *Caledonian* Railway Company), which are necessary for connecting the *Glasgow and South-western* Railway near *Kilmarnock* with the *City of Glasgow Union* Railway at *Glasgow*, and the Stations, Watering Places, Works, and Conveniences upon and connected with the said Portions of Railways, for the Purpose of conveying Traffic of every Description (except Traffic which shall both arise and terminate to the Northward of the Bridge by which the *Bonnyton* Road is carried over the *Glasgow and South-western* Railway near *Kilmarnock*, with which the *Glasgow and South-western* Railway Company shall not interfere), upon the Terms, with the Powers, and subject to the Conditions herein-after mentioned; (that is to say,)

1. As respects all Traffic arising or terminating at any Point within the County of *Ayr*, upon Payment of such Tolls and Charges as shall, in case of Difference, be fixed by Arbitration:

2. As respects all other Traffic, the *Glasgow and South-western* Railway Company shall have the Power (subject to the Provisions of the Acts applicable thereto) to fix the Through Rate or Fare at which such 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 and of the *Caledonian* Railway Company, and from such 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 *Glasgow and South-western* Railway 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 *Glasgow and South-western* Railway Company upon their own Railways and the Railways of the Company and of the *Caledonian* Railway Company: Provided always, that after Deduction of the said Duties and Terminals as aforesaid the Company and the *Caledonian* Railway Company respectively shall in no Case receive a less Sum *per* Mile of the Distance for

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 Tourist Tickets, First Class, single Journey, each *per* Mile - - - -	1	02
Passengers with Tourist Tickets, Second Class, single Journey, each *per* Mile - - -	0	73
Passengers with Tourist 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

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 to the *Caledonian* Railway 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 therein as he or they shall think proper:

3. For the Purpose of conveying any such Traffic, whether arising or terminating within the County of *Ayr* or not, the *Glasgow and South-western* Railway Company shall have Power to use on and over the said Portions of Railways of the Company and of the *Caledonian* Railway Company any Engines, Carriages, and Waggons from Time to Time employed upon the Railways of the *Glasgow and South-western* Railway Company, with their Servants properly accompanying their Trains:

4. For the same Purpose the *Glasgow and South-western* Railway Company shall have the Use of sufficient Engine Stables, Coking Places, Water, Gas, and other Conveniences to be provided by the Company or by the *Caledonian* Railway Company, in connexion with the said Portions of their respective Railways, to the Extent and at Charges to be from Time to Time fixed by Agreement or Arbitration:

5. For the same Purpose the *Glasgow and South-western* Railway Company shall have 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 said Portions of Railways of the Company and of the *Caledonian* Railway Company, 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 Merchandise and Live Stock 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 *Glasgow and South-western* Railway 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 or by the *Caledonian* Railway Company, as the Case may be, and the annual Payment therefor, if any, shall be settled by Agreement or by Arbitration:

6. The *Glasgow and South-western* Railway Company may appoint at the Stations on the said Portions of the Railways of the Company and of the *Caledonian* Railway Company such Porters, Clerks, Agents, and other Servants and Officers for the Reception, handling, booking, invoicing, forwarding, and Management of the said 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 an Amount *per* Ton equal to the average actual Cost *per* Ton of Cartage performed by the Company or by the *Caledonian* Railway Company or their Agents at such Station or Stations:

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

8. If any of the said Companies 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:

9. The *Glasgow and South-western* Railway Company shall, in the Use of the said Portions of Railways of the Company and of the *Caledonian* Railway Company, be subject to the Byelaws and Regulations for the Time in force of such last-mentioned Companies respectively.

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

62. If the Company or the *Caledonian* Railway Company grant to any other Company, in respect of Traffic upon the Portions of Railways over which the Running Powers contained in the immediately preceding Section of this Act are conferred, or Traffic competitive therewith, a Rate or Fare on or beyond their respective Railways which in Division gives to them or either of them a lower Minimum than is specified, or greater Facilities and Advantages than are granted or intended to be granted by the said Section to the *Glasgow and South-western* Railway Company, they shall respectively grant the same Rates, Fares, Facilities, and Advantages to the *Glasgow and South-western* Railway Company, and the Minimum herein-before fixed shall not apply to such Rates or Fares.

Accounts to be kept by Glasgow and South-western Railway Company.

63. Proper Accounts shall be kept by the *Glasgow and South-western* Railway Company of all Traffic in respect of which they shall, under the Provisions herein-before contained, have exercised the Power of fixing the Rates upon or over the said Portions of Railways of the Company and of the *Caledonian* Railway Company, and the Company and the *Caledonian* Railway Company shall have Access to such Accounts whenever they think fit, and in the event of any Difference arising between the *Glasgow and South-western* Railway Company and the Company or the *Caledonian* Railway 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.

64. If

Differences to be settled by Arbitration.

64. If any Difference shall arise between the *Glasgow and South-western* Railway Company and the Company or the *Caledonian* Railway Company as to the Construction, Meaning, or Intent of any of the Provisions contained in the Three next preceding Sections of this Act, 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 any 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 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 respective Company or Companies 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, and every such Arbitration shall be determined and conducted in the Manner and subject to the Provisions of the "Railway Companies Arbitration Act, 1859," as if the same had been referred in manner in that Act required by the Companies between whom such Difference shall arise.

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

65. It shall not be lawful for the Company or for the *Caledonian* Railway Company, out of any Money by this Act or any other Act relating to such 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 such 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 Capital.

66. It shall not be lawful for the Company or for the *Caledonian* Railway Company, out of any Money by this Act or any other Act relating to such 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 such Company to construct any other Railway, or execute any other Work or Undertaking.

67. Nothing

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

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

Expenses of Act.

68. 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.

The SCHEDULE referred to in the preceding Act.

This Agreement entered into and executed by and between Lieutenant Colonel William Mure of Caldwell, Lieutenant Colonel Thomas Salkeld of Holm Hill, Carlisle, Thomas Hill, Esquire, of Merrylee, Sir James Fergusson of Kilkerran, Baronet, Member of Parliament, Robert Towers, Esquire, Merchant, Glasgow, Robert Farquhar Shaw Stewart, Esquire, of Lagary, Major Charles Somerville MacAlester of Kennox, John Heys, Esquire, of South Arthurlie, Hugh Crawford, Esquire, of Barr, and Andrew Barclay, Esquire, Engineer, Kilmarnock, any Five of them being a Quorum, for themselves, and as duly authorized and acting on behalf of the other Promoters of the proposed Railway from the Caledonian Railway at Crofthead to Kilmarnock, with Branches to the Glasgow and South-western Railway Company's Line at Kilmarnock and to Beith, and Improvement of Streets in Kilmarnock, of the First Part, and the Caledonian Railway Company, incorporated by "The Caledonian Railway Act, 1845," of the Second Part, witnesseth, that whereas the First Parties propose to apply to Parliament in the ensuing Session for an Act to authorize the making and maintaining of the following Railways, and all proper Works and Conveniences connected therewith; viz., first, a Railway (herein-after called Railway No. 1.) commencing by a Junction with the Railway formed by the Caledonian Railway Company from the Glasgow, Barrhead, and Neilston Direct Railway (held in Lease by that Company) to Crofthead at or near a Point in the Parish of Neilston in the County of Renfrew about Eleven Chains North-eastward from the North-eastern End of the Passenger Platform of the Crofthead Station of the said Railway, and about Two and a Half Chains North-westward from the Western End of the Houses called Levernbank, and terminating at or near a Point in the Parish of Kilmarnock and Subdivision Parish called the Laigh Kirk Parish of Kilmarnock in the County of Ayr on the Western Side of Hill Street of Kilmarnock about Half a Chain Southward of the Place where the Road from the Ayrshire Biscuit Factory joins that Street; secondly, a Branch Railway (herein-after called Railway No. 2.) commencing by a Junction with Railway No. 1. at a Point in the said Parish of Kilmarnock and Sub-division Parish aforesaid in the County of Ayr near the Bonnyton Road, and Four Chains Eastward from the Bridge by which that Road is carried over the Glasgow and South-western Railway, and terminating by a Junction with the said Glasgow and South-western Railway at or near a Point in the said Parish of Kilmarnock and Sub-division Parish aforesaid and County of Ayr about Three Chains and a Half North-westward from the North-western End of the Engine Shed situate on the North-eastern Side of the Glasgow and South-western Railway at the Junction therewith of the Railway from Kilmarnock to Troon; thirdly, a Branch Railway (herein-after called Railway No. 3.) commencing by a Junction with Railway No. 1. at or near a Point in

the Parish of Dunlop and County of Ayr about Five and a Half Chains Westward from Waterland Toll Bar on the Turnpike Road leading from Lugton Inn to Dunlop, and terminating at or near a Point in the Parish of Beith and County of Ayr about Two and a Half Chains to the Southward of the Point where the Approach to the Manse of the Parish of Beith diverges from the Turnpike Road leading from Beith to Dalry; with Power to widen and improve and to alter the Lines and Levels of the Road or Street leading from Garden Street of Kilmarnock to the Southern End of Hill Street of Kilmarnock, and that Portion of Hill Street aforesaid which extends from the Western End of the said Road or Street to the Terminus at Hill Street of Railway No. 1., and that Part of Garden Street of Kilmarnock which extends from the said Road or Street to West George Street of Kilmarnock; which proposed Railways No. 1., No. 2., and No. 3., and Road, Streets, and other Works, and the Land, Houses, and other Heritages which may be taken for the Purpose thereof, will be and are situate in the Places following, or some of them, that is to say, the Parishes of Neilston, Dunlop, Beith, Stewarton, Dreghorn, Kilmaurs, Kilmarnock, and Subdivision Parishes of Laigh Kirk of Kilmarnock and High Kirk of Kilmarnock, and the Town of Kilmarnock, and the Counties of Renfrew and Ayr, to be called "The Crofthead and Kilmarnock Extension Railway," or by such other Name as the Promoters may hereafter choose and determine; and for incorporating a Company to be called "The Crofthead and Kilmarnock Extension Railway Company," for making, maintaining, working, and using the said Railway, Branch Railways, and Works connected therewith: And whereas, at the Request of the said First Parties, the said Caledonian Railway Company have agreed to become joint Petitioners for the said Bill, and, on being authorized by Parliament to do so, to subscribe and contribute towards the Capital required for the Formation of the said Railway, Branch Railways, and Works connected therewith to the Extent and on the Conditions and Provisions after mentioned, and have also agreed, upon the Construction and Completion of the said Railway, Branch Railways, and Works, to work and maintain the same, and levy the Dues and conduct the Traffic thereon, all upon the Terms and Conditions herein-after specified: And whereas the said First Parties have full Powers from the Shareholders in the said proposed Company to enter into and complete Agreements for the Purposes aforesaid: And whereas the Parties hereto, with reference to the Act of Parliament to be applied for as aforesaid, and in anticipation of its being obtained, and of its containing enabling Powers to the Caledonian Railway Company to contribute as aforesaid, and to enter into this Agreement, so far as such Powers are requisite, have covenanted and agreed in manner following: Therefore the said Parties do hereby covenant and agree to and with each other, and bind and oblige themselves, in manner herein-after written; videlicet,

First. The Share Capital of the proposed Crofthead and Kilmarnock Extension Railway Company shall be Two hundred and forty thousand Pounds, consisting of Twenty-four thousand Shares of Ten Pounds each, and the Capital Stock of the said proposed Company shall be taken up and subscribed for by the said First Parties and their Friends to the Extent of One hundred thousand Pounds, and the said Caledonian Railway Company shall contribute towards the Stock of the said Company, and hold in perpetuity, with all the ordinary

ordinary Privileges of Shareholders, the Sum of One hundred and forty thousand Pounds of the said Capital Stock, and that the Borrowing Powers of the said proposed Company shall be limited to Eighty thousand Pounds.

Second. That the Tolls, Rates, and Charges to be inserted in the proposed Act of Parliament shall be the same as the Tolls, Rates, and Charges, and Short-Distance Clause, specified and contained in the Glasgow, Barrhead, and Neilston Direct Railway Act, 1845, except as to small Parcels, or, if any Modification shall be made and inserted in the said proposed Act, the same shall only be done with the express Advice and Consent of the said Second Parties; and the Tolls, Rates, and Charges to be levied from Time to Time under the said Act shall be fixed and regulated by the Caledonian Railway Company.

Third. That the said Crofthead and Kilmarnock Extension Railway Company, so soon as they have obtained their Act of Parliament for the Construction of the said Railway, Branch Railways, and Works, or as soon as conveniently may be thereafter, shall proceed to make, construct, and complete, at their own Expense, in a good, substantial, sufficient, and workmanlike Manner, and without the Adoption of Timber Bridges or Culverts, the said Railway, Branch Railways, and Works; and the said Railways shall be constructed with a double Line of Rails, except the Branch to Beith, which shall be constructed with a single Line of Rails, but upon Land to be taken for a double Line, and the Overbridges shall be constructed for a double Line; and the said Railways shall be laid with Rails Twenty-four Feet long, and of a Weight of Seventy-five Pounds to the Lineal Yard, fish-jointed, and with Larch or Baltic creosoted Sleepers placed at not a greater average Distance than Three Feet from each other, the Sleepers to be Nine Feet long, and to be Ten Inches by Five Inches at the small End, inclusive of Bark, and with no greater Deviation from the said Line as laid down and delineated on the Parliamentary Plans and Sections than what are authorized by the Public Acts relating to Railways in Scotland, together with all such Stations, Station Masters Houses, Platelayers and Gatekeepers Cottages, Good Sheds, Engine Sheds, Water Tanks supplied with Water, with the necessary Works and Arrangements for affording a permanent Supply thereof, Sidings, Offsets, Loading Banks, Turning Tables, Cranes at Stations, Weighing Machines, Stationary Signals, Wires, and Telegraphic Apparatus, and all other Furnishings and Conveniences of the Nature of Fixtures required for economically working and carrying on the Traffic of the said Railway and Branch Railways before the same are open for Traffic, and to the Satisfaction of the Engineer of the Caledonian Railway Company for the Time being, or, in case of Difference of Opinion between him and the Engineer of the Company respecting the same, to the Satisfaction of a competent neutral Engineer to be named by the Board of Trade on the Application of either Party; and the Contractor for the Execution of the said Works shall be taken bound to maintain the said Railway, Branch Railways, and whole relative Works during the Period of One Year from the opening of the same for public Traffic at the Sight and to the Satisfaction of the Engineer for the Time being of the Caledonian Railway Company.

Fourth. In the event of any Additions or Extensions to Stations, Sidings, Offsets, and other Conveniences of the said Railway and Branch Railways after

after the opening of the Lines, in consequence of increased Traffic or otherwise, being found to be necessary or expedient for the proper working of the said Traffic, such Additions and Extensions may be provided by and at the Expense of the Parties by mutual Arrangement.

Fifth. When and so soon as the said Crofthead and Kilmarnock Extension Railway, Branch Railways, and Works connected therewith shall have been completed as aforesaid, approved of by the Government Inspector, and opened to the Public for Traffic, the Caledonian Railway Company shall take possession of the said Railway and Branch Railways, and shall work the same in perpetuity, and shall provide the necessary Rolling Stock and Plant of every kind, and all Servants for the Purpose of effectually working the Traffic coming to or upon the same; and the said Caledonian Railway Company shall also, after the Expiry of One Year from the opening of the same, maintain the said Railway, Branch Railways, and Works, and shall defray the whole Expense connected with the said working, and also of the Maintenance from and after the Expiry of the Contractor's Obligation.

Sixth. That the said Caledonian Railway Company shall have the Power of selecting and appointing all Agents, Officers, Book-keepers, Booking and other Clerks, Servants, Porters, and others employed at Stations on the said Railway and Branch Railways, or required for keeping in the Offices of the said Caledonian Railway Company in Glasgow the Accounts connected with the Traffic conveyed by them, or employed in superintending and directing or actually engaged in conducting such Traffic, and in maintaining the said Railway, Branch Railways, and Works, and the said Parties shall be paid by the Caledonian Railway Company, and shall be exclusively under their Control.

Seventh. In respect of the Services to be performed and the Expenses to be incurred by the Caledonian Railway Company in Terms of the Two preceding Articles, Numbers Five and Six, the Caledonian Railway Company shall be entitled from Time to Time to receive and retain for their own Use Forty-five Pounds out of every One hundred Pounds of the gross Amount of Money earned, realized, and levied on the said Railway and Branch Railways.

Eighth. The Remainder of the said gross Receipts, less the Government Duty on Passengers (if accounted for to Government through the Caledonian Railway Company), and the Expense of Cartages incurred in the Collection and Delivery of Goods and Parcels, shall belong to the Crofthead and Kilmarnock Extension Railway Company, who shall pay out of their said Share all Public and Parish Burdens, including Poor Rates, County Rates, Prison Assessments, and Taxes generally, that may be chargeable upon the said Railway, Branch Railways, and Works, and also the Government Duty on Passengers, and all Payments, if any, to be made for Land to be held by the said Crofthead and Kilmarnock Extension Railway Company in Feu or Lease, together with the Interest on all borrowed Money; and the said Crofthead and Kilmarnock Extension Railway Company shall have the Appointment and Control of and shall pay the Secretary, Treasurer, or other Officers and Servants required by them in the Management of the Capital, Finance, and Directorial Departments of their Undertaking.

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

Tenth. That the Traffic on the said Railways shall, with the Exception of the fixing of the Tolls, Duties, Rates, and Charges, be managed by a Joint Committee, consisting of Four Persons, Two of whom shall be named by the Board of Directors of the Caledonian Railway Company, and Two by the Directors of the Crofthead and Kilmarnock Extension Railway Company, the Caledonian Railway Company having the Appointment of the Chairman of the said Committee, but who shall have no Casting Vote; and all Differences of Opinion, when the Committee shall be equally divided, shall be referred to an Umpire, who shall be named by the Committee annually at the First Meeting held by them in each Year; and Three shall be the Quorum of the said Committee.

Eleventh. That the fixing of the Tolls, Duties, Rates, and Charges to be levied or taken in respect of the said Traffic shall be managed and fixed by the Caledonian Railway Company; and the Sums received for the said Traffic of the said proposed Railway and Branch Railways, where the same shall pass over the whole or any Part of the proposed Railway and Branch Railways and any Part of any Line belonging to or leased by the Caledonian Railway Company, shall belong to and be apportioned between the Caledonian Railway Company and the Crofthead and Kilmarnock Extension Railway Company in proportion to the actual Mileage Distance which such Traffic shall have passed over the said respective Railways; and in respect to Traffic using the Crofthead and Kilmarnock Extension Railway and Branches only, the Rates shall not, without the Consent of the Crofthead and Kilmarnock Extension Railway Company, be lower than the Rates which the Caledonian Railway Company are charging at the Time on the Glasgow, Barrhead, and Neilston Direct Railway.

Twelfth. That the Act to be applied for as aforesaid shall contain all such Clauses and Provisions as Counsel may advise to be necessary or expedient for giving full legal Effect to the several Provisions and Articles herein written.

Thirteenth. That the whole Expenses incurred or to be incurred by the Caledonian Railway Company as joint Promoters of the Bill, or in regard to the Adjustment and carrying out of this Agreement, are to be borne by the Promoters of the Crofthead and Kilmarnock Extension Railway in the event of the Bill passing in the next Session of Parliament; and in the event of the Bill not passing as aforesaid, the whole Expenses of promoting the same, including as above, shall be borne by the Caledonian Railway Company.

Fourteenth. The said Parties bind and oblige themselves to implement and fulfil the whole Heads, Articles, and Provisions hereof to each other under the Penalty of One thousand Pounds Sterling, which shall be payable as by way of ascertained and liquidate Damages consequent on the Breach of this Agreement, and not by way of Penalty, with Interest at the Rate of Five per Cent. per Annum from the Date of said Breach of Agreement having been committed.

Fifteenth. All Differences which may arise between the Parties hereto respecting the Meaning or Effect of this Agreement, or the Mode of carrying the same into operation, shall from Time to Time, so often as any Questions or Differences shall arise, be referred to Arbitration in Terms of "The Railway Companies Arbitration Act, 1859," and the Provisions with respect to the Settlement of Disputes by Arbitration in such Act shall be held as incorporated with this Agreement, and be operative in the same Manner as if they were verbatim inserted herein.

Lastly. The Parties hereto consent to the Registration hereof in the Books of Council and Session, or others competent for Preservation, and that all Execution needful may pass hereupon in Form as effeirs, and thereto constitute their Procurators.

In witness whereof these Presents, consisting of this and the Eight preceding Pages, with a marginal Addition on Page Fourth hereof, all written on stamped Paper by Neil Macarthur, Clerk to Strang, Keyden, and Sons, Writers in Glasgow, are, with these Declarations, that the Words "Thomas Hill, Esquire, of Merrylee," are interlined between the Third and Fourth Lines of Page First, and that the Word "earned" on the Tenth Line of Page Sixth is partly written on an Erasure, all before Subscription, subscribed and sealed as follows; vizt., by Archibald Gibson, Secretary, and Thomas Hill of Merrylee, and Robert Towers, Merchant in Glasgow, Directors of the Caledonian Railway Company, on behalf thereof, and the Corporate Seal of the Caledonian Railway Company affixed hereto, all at Glasgow, the Twenty-second Day of December Eighteen hundred and sixty-four Years; by the said Robert Towers before these Witnesses, Henry William Murgatroyd and William Tarbet Provand, both Clerks in the Offices of the Caledonian Railway Company at Glasgow; and by the said Thomas Hill and Archibald Gibson before these Witnesses, George Yuille Strang, Writer in Glasgow, and the said William Tarbet Provand; and by the said First Parties as follows; vizt., by the said Robert Towers and Thomas Hill, Place and Date and before the Witnesses foresaid; and by the said John Heys, at Barrhead, the said Twenty-second Day of the said Month of December and Year last mentioned, before these Witnesses, James Barr, junior, and William Hamilton, both Clerks to the said Strang, Keyden, and Sons; by the said Hugh Crawford, at Beith, the said Twenty-second Day of said Month of December and Year last mentioned, before these Witnesses, the said James Barr, junior, and William Hamilton; and by the said Andrew Barclay, at Kilmarnock, the said Twenty-second Day of December and Year last mentioned, before these Witnesses, the said James Barr, junior, and William Hamilton; the said Robert Towers, Thomas Hill, John Heyes, Hugh Crawford,

ford, and Andrew Barclay, being Five and a Quorum of the said First Parties.

(Signed) ROBERT TOWERS.
THO. HILL.
ARCH. GIBSON.

(Signed) H. W. MURGATROYD, Witness.
W. T. PROVAND, Witness.
GEO. YUILLE STRANG, Witness.
W. T. PROVAND, Witness.

(Signed) JOHN HEYS.
HUGH CRAWFORD.
ANDREW BARCLAY.

(Signed) JAS. BARR, jr., Witness.
WILL. HAMILTON, Witness.
JAS. BARR, jr., Witness.
WILL. HAMILTON, Witness.
JAS. BARR, jr., Witness.
WILL. HAMILTON, Witness.

Seal of the Caledonian Railway Company.

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