CHAPTER clx.

An Act for making a Railway from Dunfermline to North Queensferry in the county of Fife, and Pier in connexion therewith; and for other purposes. [21st July 1873.] A.D. 1873.

WHEREAS the making of a railway from the town of Dunfermline to North Queensferry in the county of Fife, and a pier in connexion therewith, would be of great public and local advantage:

And whereas the several persons herein-after named, with others, are willing at their own expense to construct the proposed railway and pier, if authorised by Parliament so to do, and it is expedient that they should be incorporated into a company for the purposes of this Act:

And whereas plans and sections showing the situation, lines, and levels of the proposed railway and pier, and the lands and property proposed to be taken for the purposes thereof, and a book of reference to such plans, containing the names of the owners and lessees, or reputed owners and lessees, and the occupiers of such lands and property, respectively, have been deposited with the sheriff clerk of the county of Fife in his offices at Cupar and Dunfermline, (which plans, sections, and book of reference are herein referred to as the deposited plans, sections, and book of reference):

And whereas it is expedient that such agreements should be authorised with the North British Railway Company, and such powers should be granted in relation to the said last-mentioned company and their railways and works, and otherwise, as are herein-after expressed:

And whereas it is further expedient to take powers to the respective corporations of Dunfermline and Inverkeithing to subscribe to the proposed undertaking, and to enter into agreements as to the customs, duties, and rights claimed by or payable to the said corporations as herein-after expressed:

And whereas the purposes aforesaid cannot be effected without the authority of Parliament:

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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:

Short title.

1. This Act may be cited for all purposes as "The Dunfermline and Queensferry Railway Act, 1873."

Provisions of general Acts herein named incorporated.

2. "The Companies Clauses Consolidation (Scotland) Act, 1845," "The Lands Clauses Consolidation (Scotland) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (Scotland) Act, 1845," Parts I. and III. of "The Companies Clauses Act, 1863," relating respectively to cancellation and surrender of shares and to debenture stock, "The Companies Clauses Act, 1869," and Parts I. and III. of "The Railways Clauses Act, 1863," relating respectively to the construction of a railway and to working agreements, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Incorporation of parts of Harbours, Docks, and Piers Act.

3. "The Harbours, Docks, and Piers Clauses Act, 1847," except section 9 of the provisions thereof with respect to the construction of works, and except sections from 14 to 19 inclusive with respect to the construction of works for the accommodation of the officers of Customs, and with respect to lifeboats and to keeping a tide and weather gauge, and sections from 25 to 50 inclusive with respect to the rates to be taken, and with respect to the collection and recovery of rates, and with respect to the accounts to be kept of the rates and of the vessels in respect of which they are payable, and sections 66 to 68 inclusive with respect to the discharging and removal of the goods, and sections 77 and 78 with respect to buoys, lighthouses, and beacons, and sections 97 and 98 with respect to access to the special Act, is (except where expressly varied by this Act) incorporated with and shall form part of this Act, and shall apply to the pier by this Act authorised to be made.

Interpretation of terms.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the Company" means the Company incorporated by this Act; the expressions "the railway" and "the undertaking" mean respectively the railway and undertaking including the pier by this Act authorised; and the expression "the North British Company" means the North British Railway Company.

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Company incorporated.

5. The Right Honourable the Earl of Elgin and Kincardine, Kenneth Mathieson, John Hay, James A. Hunt, Thomas Spowart, Thomas Walker, and Thomas Scott, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be united into a Company for the purpose of making and maintaining the railway, and for other the purposes of this Act, and for those purposes shall be incorporated by the name of "The Dunfermline and Queensferry Railway Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make railway according to deposited plans.

6. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railway and pier herein-after described, with all proper stations, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose:

A railway five miles four furlongs and fifty yards in length, to commence in the parish of Dunfermline in the county of Fife by a junction with the New Charlestown Branch of the North British Railway, being the branch leading from the Townhill Junction of the Dunfermline Branch of the North British Railway to the Charlestown Railway, at a point ninety yards or thereabouts, measured in a northerly direction along the said New Charlestown Branch, from the post indicating two and a quarter miles from the said Townhill Junction, and sixty-six yards or thereabouts south of the centre of the bridge which carries the said New Charlestown Branch, over the Spittal Burn, and terminating in the parish of Dunfermline in the county of Fife, or the bed and soil of the Firth of Forth in, adjacent, or near thereto, at a point in the said bed and soil three hundred and twenty yards or thereabouts, measured in a south-easterly direction from Craigdhu Villa near the town of North Queensferry, and three hundred and three yards or thereabouts, measured in a westerly direction from the south end of the signal-house pier at or near the said town of North Queensferry:

A pier one furlong and one hundred and sixty yards in length, communicating with the said railway, with all proper wharves, jetties, landing-places, lines of rails, works, and conveniences

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connected therewith, in the parish of Dunfermline in the county of Fife, or the soil and bed of the Firth of Forth in, adjacent, or near thereto, to commence at or adjoining the high-water mark of the Firth of Forth at a point in the said bed and soil one hundred and twelve yards or thereabouts, measured in a south-easterly direction from Craigdhu Villa aforesaid near the town of North Queensferry, and extending southerly into the Firth of Forth, and terminating at a point in the said bed and soil three hundred and eighty yards or thereabouts, measured in a southerly direction from the high-water mark at or near the commencement of the said pier as herein-before described, and three hundred and seventeen yards or thereabouts, measured in a westerly direction from the south end of the said signal-house pier at or near the said town of North Queensferry.

Capital.

7. The capital of the Company shall be one hundred and five thousand pounds, in ten thousand five hundred shares of ten pounds each.

Shares not to issue until one fifth paid up.

8. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Calls.

9. One fifth of the amount of a share shall be the greatest amount of a call, and two months at least shall be the interval between successive calls, and four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Power to the royal burghs of Dunfermline and Inverkeithing to subscribe and to agree as to customs and duties.

10. The magistrates and town councils of the royal burghs of Dunfermline and Inverkeithing respectively may from time to time subscribe to the capital of the Company such sum or sums as has been or may be resolved upon by them, but not exceeding five thousand pounds for the said burgh of Dunfermline, and five hundred pounds for the said burgh of Inverkeithing, and take and hold shares in the said capital, and apply any funds belonging to or held by the said town councils respectively in payment of such subscriptions, or raise money for that purpose by borrowing on the security of the common good, estates, and revenues of the said royal burghs respectively, or otherwise; and further it shall be lawful for the Company and the said respective magistrates and town councils to enter into agreements with respect to any customs or duties claimed to be payable to the said respective magistrates and town councils and other persons in respect of the traffic passing

through the said burghs respectively, and which will be conveyed on the railway or any part thereof, and for the lease of such duties or customs to the Company, or for the composition of the same for a fixed or annual sum; and it shall be lawful for the Company, in terms of any such agreement, to levy and recover the said duties and customs.

Power to borrow on mortgage.

11. The Company may from time to time borrow on mortgage any sum not exceeding in the whole thirty-five thousand pounds, but no part thereof shall be borrowed until the whole capital of one hundred and five thousand pounds is issued and accepted, and one half thereof is paid up, and the Company have proved to the sheriff who is to certify under the forty-second section of "The Companies Clauses Consolidation (Scotland) Act, 1845," before he so certifies, that the whole of such capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same has been issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns are legally liable for the same; and upon production to such sheriff of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

For appointment of a judicial factor.

12. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a judicial factor; and in order to authorise the appointment of a judicial factor in respect of principal, the amount owing to the mortgagees by whom the application for a judicial factor is made shall not be less than two thousand pounds in the whole.

Debenture stock.

13. The Company may create and issue debenture stock subject to the provisions of Part III. of "The Companies Clauses Act, 1863," as amended by "The Companies Clauses Act, 1869," but notwithstanding anything therein contained the interest of all debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

14. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

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First ordinary meeting.

15. The first ordinary meeting of the Company shall be held within three months after the passing of this Act.

Number of directors.

16. The number of directors shall be seven, but the Company may from time to time reduce the number, provided that the number be not less than five.

Qualification of directors.

17. The qualification of a director shall be the possession in his own right of not less than twenty-five shares.

Quorum.

18. The quorum of a meeting of directors shall be five, unless the number of directors is reduced to five, and then the quorum shall be three.

First directors.

19. The Right Honourable the Earl of Elgin and Kincardine, Kenneth Mathieson, John Hay, James A. Hunt, Thomas Spowart, Thomas Walker, and Thomas Scott shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting the shareholders present, in person or by proxy, may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors or directors to supply the place of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present, in person or by proxy, shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions in "The Companies Clauses Consolidation (Scotland) Act, 1845," contained, and the several persons elected at any such meeting, being neither removed nor disqualified, nor having resigned, shall continue to be directors until others are elected in their stead, in manner provided by the same Act.

Election of directors.

Lands for extraordinary purposes.

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

Powers for compulsory purchases limited.

21. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Inclination of roads.

22. In altering and diverting for the purposes of this Act the roads next herein-after mentioned, the Company may make the same of any inclinations not steeper than the inclinations herein-

after mentioned in connexion therewith respectively; (that is to say,) A.D. 1873.

No. on Deposited Plan.	Parish.	Description of Road.	Intended Inclination.
30	Dunfermline -	Turnpike -	1 in 27 on one side.
49	Dunfermline -	Parish - -	1 in 12 on one side.
11	Inverkeithing -	Turnpike -	1 in 25 on one side and level on the other.
56	Inverkeithing -	Street - -	1 in 7½ on one side.

Dimensions of bridges.

23. It shall be lawful for the Company to construct the bridges for carrying the following roads over the railway of such dimensions as they may think fit, provided the roads over the bridges have a clear space between the fences of the extents respectively following; (that is to say,)

No. on Deposited Plan.	Parish.	Description of Road.	Clear Space between Fences.
49	Dunfermline -	Parish - -	12 feet.
15	Inverkeithing -	Turnpike -	20 feet.
35	Inverkeithing -	Street - -	48 feet.
56	Inverkeithing -	Street - -	20 feet.

Pier to be part of railway and used only for Company's traffic.

24. The pier by this Act authorised shall be deemed in respect of tolls and all other respects part of the Company's railway, and, subject to the agreement herein-after confirmed and hereunto scheduled, shall be used only for the purposes of the Company's traffic in connexion with their railway, and shall only be open for public use at such times and for such periods as it is open for the purposes of the Company's traffic as aforesaid: Provided always, that nothing in this Act contained shall diminish or affect the powers and rights secured to the Crown in "The Edinburgh and Glasgow Railway Act of 1863."

Free access to coast-guard, &c.

25. Notwithstanding anything in this Act contained, the coast-guard and their families living at North Queensferry, and also naval officers and sailors in uniform, shall have full liberty to use the pier free of charge in passing from and to North Queensferry.

Notice to be given of taking houses of labouring classes.

26. The Company shall, not less than eight weeks before they take in any parish fifteen houses 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

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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.

Confirming agreement between the Company and the North British Railway Company.

27. The contract and agreement between the provisional committee of the Dunfermline and Queensferry Railway and the North British Railway Company, dated respectively the third and twenty-third days of January one thousand eight hundred and seventy-three, and set forth in the schedule to this Act annexed, is hereby confirmed.

Deposit money not to be repaid until line opened or half the capital paid up and expended.

28. Whereas pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth and tenth years of Her present Majesty, chapter twenty, a sum of five thousand two hundred and fifty pounds, being five per centum upon the amount of the estimate in respect of the railway authorised by this Act, has been deposited with the Court of Exchequer in Scotland, in respect of the application to Parliament for this Act: Be it enacted, that, notwithstanding anything contained in the said recited Act, the said sum of five thousand two hundred and fifty pounds so deposited as aforesaid in respect of the application for this Act shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, unless the said Company shall, previously to the expiration of the period limited by this Act for completion of the railway hereby authorised to be made, either open the said railway for the public conveyance of passengers, or prove to the satisfaction of the Board of Trade that the said Company have paid up one half of the amount of the capital by this Act authorised to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one half of the said capital; and if the said period shall expire before the said Company shall either have opened the said railway for the public conveyance of passengers, or have given such proof as aforesaid to the satisfaction of the Board of Trade, the said sum of money deposited as aforesaid shall be applied in the manner herein-after specified; and the certificate of the said Board that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding.

Application of deposit.

29. The said sum of money deposited as aforesaid shall be applicable and, after due notice in the Edinburgh Gazette, shall be

applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railway, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit; and if no such compensation shall be payable, or if a portion of the said sum of money shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum of money, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court of Exchequer in Scotland thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a judicial factor has been appointed, shall wholly or in part be paid or transferred to such judicial factor, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the said sum of money shall have been repaid to the depositors, or shall have become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the person or persons, or the majority of the persons, named in such warrant or order as aforesaid, or the survivors or survivor of them.

Period for completion of works.

30. The railway shall be completed within five years from the passing of this Act; and if the railway shall not be completed within that period, then on the expiration thereof the powers by this Act granted to the Company for making and completing the railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Tolls for passengers and animals.

31. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following; (that is to say,)

In respect of passengers and animals conveyed in carriages on the railway:

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For any person conveyed in or upon any such carriage per mile not exceeding twopence, and if conveyed in or upon any carriage belonging to the Company an additional sum per mile not exceeding one penny:

Class 1. For every horse, ass, mule, or other beast of draught or burden, per mile not exceeding fivepence:

Class 2. For every ox, cow, bull, or head of neat cattle conveyed in or upon any carriage per mile, not exceeding threepence per mile, and if conveyed in or upon any carriage belonging to the Company an additional sum per mile not exceeding one penny:

Class 3. For every calf, pig, sheep, lamb, or other small animal conveyed in or upon any such carriage, per mile not exceeding one penny halfpenny, and if conveyed in or upon any carriage belonging to the Company an additional sum per mile not exceeding one penny halfpenny.

In respect of articles of merchandise.

In respect of the tonnage of all articles conveyed upon the railway:

Class 4. For all coals, dung, compost, and all sorts of manure, lime, and limestone, and all undressed materials for the repair of public roads or highways, per ton per mile not exceeding twopence, and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny:

Class 5. For all coke, culm, charcoal, and cinders, all stones for building, pitching, and paving, all bricks, tiles, slates, clay, sand, ironstone, and iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron, and iron castings not manufactured into utensils or other articles of merchandise, per ton per mile not exceeding threepence, and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny:

Class 6. For all sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, and deals, metals (except iron), nails, anvils, vices, and chains, per ton per mile not exceeding threepence halfpenny, and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny halfpenny:

Class 7. For all cotton and other wools, drugs, manufactured goods, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile not exceeding fourpence halfpenny, and if conveyed in carriages belonging to the Com-

pany an additional sum per ton per mile not exceeding twopence:

Class. 8. 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, per mile not exceeding sixpence; and if any such carriage be conveyed on a truck or platform belonging to the Company an additional sum per mile not exceeding twopence; and for every additional quarter of a ton, or fractional part of a quarter of a ton beyond one ton which any such carriage may weigh, further tolls not exceeding one penny halfpenny; and for the use of any truck or platform provided by the Company one halfpenny.

Tolls for propelling power.

32. The toll which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal or for each ton of goods, in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to tolls.

33. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act; (that is to say,)

Short distances.

For all passengers, animals, or goods conveyed on the railway for a less distance than three miles the Company may demand tolls and charges as for three miles:

Fractional parts of a mile.

For a fraction of a mile beyond three miles or beyond any greater number of miles the Company may demand tolls and charges on animals and goods for such fraction in proportion to the numbers of quarters of a mile contained therein, and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile, and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile:

Fractional parts of a ton.

For a fraction of a ton the Company may demand tolls 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:

General weight.

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight:

Weight of stone and timber.

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber shall be deemed one ton weight, and so in proportion for any smaller quantity.

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Tolls for small parcels and articles of great weight.

34. With respect to small parcels not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding anything in this Act, the Company may demand and take any tolls not exceeding the following; (that is to say,)

For the carriage of small parcels on the railway:

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

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

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

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

For any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum which they 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 that term shall apply only to single parcels in separate packages.

For the carriage of single articles of great weight on the railway:

For the carriage of any one boiler, cylinder, or other single piece of machinery, or single piece of timber or stone, or other single article, the weight of which, including the carriage, shall not exceed eight tons, the Company may demand any sum not exceeding for the use of the railway one shilling per ton per mile:

For the carriage of any one boiler, cylinder, or any single piece of machinery, or single piece of timber, stone, or other single article, the weight of which with the carriage shall exceed eight tons, the Company may demand such sum as they think fit.

Maximum rates for passengers.

35. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway, including the tolls for the use of the railway, and for carriages and 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, the sum of threepence per mile:

For every passenger conveyed in a second-class carriage, the sum of twopence per mile:

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

Maximum rates for animals and goods.

36. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railway, including the tolls for the use of the railway, and for waggons or trucks and locomotive power, and for every other expense incidental to the conveyance, (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the business or duty of a carrier, where any such service is performed by the Company,) shall not exceed the following sums; (that is to say,)

For every animal comprised under class 1, fourpence per mile:

For every animal comprised under class 2, threepence per mile:

For every animal comprised under class 3, one penny halfpenny per mile:

For all articles comprised under class 4, one penny halfpenny per ton per mile:

For all articles comprised under class 5, twopence per ton per mile; but if any truck in which such articles are conveyed is not loaded to the extent of four tons at the least, the Company may charge not exceeding threepence per ton per mile for the entire distance travelled:

For all articles comprised under class 6, threepence per ton per mile:

For all articles comprised under class 7, fourpence per ton per mile:

For every carriage comprised under class 8, not weighing more than one ton, not exceeding sixpence per mile; and if weighing more than one ton, not exceeding one penny halfpenny per mile for every quarter of a ton or fractional part of a quarter of a ton.

Passengers luggage.

37. Every passenger travelling upon the railway may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Terminal station.

38. No station shall be considered a terminal station in regard to any goods conveyed on the railway, unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat to the consignee.

Foregoing charges not to apply to

39. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in respect

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special trains.

of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company may take increased charges by agreement.

40. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains.

Power to enter into traffic agreements with North British Railway Company.

41. The Company on the one hand and the North British Company on the other hand may, subject to the provisions of Part III. of "The Railways Clauses Act, 1863," from time to time enter into agreements with respect to the following purposes, or any of them; (that is to say,)

The making, management, use, working, and maintenance of the railway, or of any part or parts thereof:

The supply of any rolling or working stock, and of officers and servants for the conduct of the traffic on the railway:

The payments to be made and the conditions to be performed with respect to the matters aforesaid:

The interchange, accommodation, conveyance, and delivery of traffic coming from or destined for the undertakings of the contracting companies, and the fixing and division between the said companies of the receipts arising from such traffic.

Tolls on traffic conveyed on railways working continuously.

42. During the continuance of any such agreement with the North British Company, the respective railways of the Company and of the North British Company shall for the purposes of short-distance tolls and charges be considered as one railway, subject to the tolls, rates, and charges herein-before provided; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Company and partly on the railways of the North British Company for a less distance than four miles tolls and charges may only be charged as for four miles; and in respect of passengers for every mile or fraction of a mile beyond four miles, or any greater number of miles, tolls and charges as for one mile only; and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond four miles, or any greater number of miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railway

of the Company and partly on the railways of the North British Company. A.D. 1873.

Saving rights of the Crown in the foreshore.

43. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorise the Company to take, use, or in any manner interfere with any portion of the shore or bed of the sea or of any river, creek, bay, or estuary, or any right in respect thereof, belonging to the Queen's most Excellent Majesty in right of her Crown, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give); neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Any land reclaimed by the works not to be taken without the consent of the Board of Trade.

44. If in the course or by means of the execution of any of the works by this Act authorised any part of the shores or bed of the said Firth of Forth, or of the sea beyond the mouth thereof, belonging to Her Majesty shall be inned, gained, or reclaimed from the water, the Company shall not have or exercise any right upon the same or in respect thereof, and shall not enter upon, take, use, or interfere with the land so inned, gained, or reclaimed for any purpose whatsoever without the consent in writing of the Board of Trade on behalf of Her Majesty, but such inning, gaining, or reclamation shall enure absolutely for the benefit of the Queen's Majesty, her heirs and successors.

Saving rights of the Crown.

45. Nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any land or hereditaments, or any rights of whatsoever description belonging to the Queen's most Excellent Majesty, in right of her Crown, and under the management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, without the consent in writing of the same Commissioners, or one of them, on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in, or enjoyed, or exerciseable by the Queen's Majesty, her heirs or successors.

Saving rights as to future accretions.

46. Whereas all lands to the seaward of the lands by this Act authorised to be reclaimed now are below the line of ordinary high-water mark: Therefore if any land to the seaward of the lands by this Act authorised to be embanked or reclaimed shall at any time

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after the execution of any works under the authority of this Act become raised in height or reclaimed, whether gradually or imperceptibly, or otherwise, so as to be above instead of below such line of ordinary high-water mark of the Firth of Forth, the Company shall not by virtue of the ownership of any lands which they are by this Act empowered to reclaim have any estate, right, or interest in or to the lands so raised in height or reclaimed by reason that such raising or reclamation has been gradual or imperceptible, or has been either wholly or partially caused by the works by this Act authorised, or otherwise, but the right and title to the soil and freehold of such land when so raised or reclaimed shall continue vested in the Queen's Majesty or such other corporation or person or persons as is or are at the time of the passing of this Act entitled to the same, and as if the same had continued as the same now is subject to the flow and reflow of the ordinary tides.

Company to exhibit lights, &c.

47. The Company shall, at the outer extremity of the pier hereby authorised, exhibit and keep burning from sunset to sunrise such lights (if any) as the Commissioners of Northern Lighthouses, shall from time to time direct.

Interest not to be paid on calls paid up.

48. The Company shall not, out of any money by this Act authorised to be raised by calls or by borrowing, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

Deposits for future Bills *not to be* paid out of capital.

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

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

50. Nothing herein contained shall be deemed or construed to exempt the railway by this Act authorised to be made from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares

and charges, or of the rates for small parcels, authorised by this Act. A.D. 1873.

Expenses of Act.

51. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

SCHEDULE referred to in the foregoing Act.

Contract and Agreement between the Provisional Committee of the Dunfermline and Queensferry Railway Company and the North British Railway Company.

It is contracted, agreed, and ended between the provisional committee of the Dunfermline and Queensferry Railway on the first part, and the North British Railway Company on the second part, in manner following; (that is to say,) Whereas the said first party are promoting a Bill in the present session of Parliament for an Act to incorporate a company, and to authorise the said company to make a railway, with piers and other works, leading from the North British Railway at a point near to Grange Farm House in the parish of Dunfermline in the county of Fife, to North Queensferry in the said parish and county (and herein called the Dunfermline and Queensferry Railway): And whereas it is intended to take power in the said Act for the company so to be incorporated, and the North British Railway Company, to make and enter into any contracts and agreements or arrangements which might by them be deemed necessary and advisable for the working and use of the Dunfermline and Queensferry Railway, the management of the traffic thereon, and generally for and in respect of all such matters and things as might be necessary for the proper and efficient working of the said Dunfermline and Queensferry Railway when completed, on such terms and conditions and in such manner as might be agreed upon by and between the said companies: And whereas the said North British Railway Company and the promoters of the said Bill and undertaking have resolved to enter into the agreement following, the same to be sanctioned by the said Act: Therefore, the said parties hereto mutually covenant and agree, the one with the other, and bind and oblige themselves respectively to implement and fulfil the provisions, conditions, and obligations herein-after contained on their respective parts; (that is to say,)

First. That so soon as the said Dunfermline and Queensferry Railway (including land and over-bridges for a double line of railway), and all stations, sidings, platforms, loading banks, steelyards, turning tables, water tanks, cranes, and sheds, including a pier or piers, landing-slips, and machinery at North Queensferry, and other conveniences in connexion with the said railway and works shall have been constructed, and a report obtained from the railway inspector of the Board of Trade that the said railway and works are completely finished and ready to be opened for traffic, the said second party undertake and hereby bind and oblige themselves, during the subsistence of this agreement, to run such number of trains on the Dunfermline and Queensferry Railway in connexion with their ferry at Queensferry, and their system of railways in connexion therewith, as may be necessary to work the traffic of the said railway, not being fewer than five trains each way daily during the summer and autumn months, and four trains each way during the winter and spring months, and

from time to time to provide, as the traffic may require, all proper engines, tenders, trucks, carriages, and cattle, goods, and mineral waggons, together with all requisite furnishings in connexion with such engines, tenders, carriages, and waggons, for the conduct of the traffic of the said Dunfermline and Queensferry Railway; and further, to provide all necessary enginemen, firemen, guards, brakesmen, and generally all men necessary for working and conducting the trains on said railway, and shall keep and maintain in good travelling order and condition the said engines, tenders, carriages, and others, and renew the same when needful, whereby to work the traffic of the said Dunfermline and Queensferry Railway in an efficient manner, to the satisfaction of the joint committee herein-after appointed, or as may be otherwise provided.

Second. The said second party shall, for the reception and accommodation of traffic going to and coming from the Dunfermline and Queensferry Railway, be bound to erect and maintain a sufficient and proper station on their railway at Comely Park, Dunfermline, and such station shall be completed and ready to be used on or before the completion of the Dunfermline and Queensferry Railway, as mentioned in Article First hereof.

Third. The said second party shall be bound to provide proper steamers on the ferry belonging to them at the Queensferry Passage, and to work said ferry efficiently in connexion with the trains as mentioned in Article First hereof, so as no undue delay shall occur in the forwarding and transmission of the traffic passing over the Dunfermline and Queensferry Railway; and the said second party shall further keep up and maintain the piers on the south side of the said Queensferry Passage necessary for efficiently working the ferry, and shall for that purpose provide and maintain such additional works to those at present existing as may be required, so as that there shall be as efficient accommodation for said traffic on the south side as is provided by the said first party on the north side of said Queensferry Passage.

Fourth. The said second party shall be bound during the period of this agreement to maintain the said railway and works in good working order and condition, and at the expiry thereof to leave the same in good working order, the expense of maintenance to be provided as after-mentioned, it being understood and declared that the maintenance of the railway above provided for comprises merely the repair and renewal of all tear and wear; and that if any defect or insufficiency shall be found to exist in the original construction of the said railway and works, or if any extraordinary casualty arising from any such defect or insufficiency shall occur, the said first party shall be responsible for the consequences thereof, and shall also be bound to make good such defect or insufficiency, in which event the said second party shall allow the capital upon which a dividend at the rate provided for in Article Thirteenth is to be paid to the shareholders to be increased, and that to the extent of the sum which may be required to make good the said defects or the consequences of the said casualties.

Fifth. That for the special purpose of carrying out this agreement, a joint committee shall be appointed consisting of six members, three of whom shall be named by the said first party from their board of directors, namely, their chairman and two of the other members of their board; and three shall be named by

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the said second party, namely, their chairman and two other directors, which committee shall have the powers herein-after mentioned; and the parties shall from time to time renew or fill up vacancies as regards their respective members of said committee.

Sixth. That the chairman of the said first party shall be chairman of the said joint committee, and, in his absence at any meeting, the members present shall choose one of their number as chairman of such meeting.

Seventh. The said joint committee shall, upon notice by the secretary of the said second party, meet monthly in Edinburgh, or at such other place as they may fix, and also at such other time and place as they may from time to time appoint; and meetings of the said joint committee may be called by the chairman or any two of the members by written requisition to the secretary of the said second party, and to constitute a meeting there shall be present at least three of the members, who shall be a quorum, and all questions at any such meeting shall be determined by the majority of votes of the members present, and in case of an equality of votes, a standing arbitrator, to be appointed in the month of November annually, shall decide all questions of difference arising at meetings of the joint committee; and the members of the said joint committee when they shall have occasion to pass along the railway of the said parties hereto on the business of their respective companies shall be entitled to travel free of charge.

Eighth. The said joint committee shall cause minutes of the orders and proceedings of all their meetings to be duly entered in books to be from time to time provided for the purpose, which shall be kept under the superintendence of the joint committee, and every such entry shall be signed by the chairman of the meeting, and such entry so signed shall be received as evidence in all courts without any further or additional proof.

Ninth. The said joint committee shall fix the tolls, rates, and duties which shall be levied and collected for the local passenger and other traffic, that is, the passenger and other traffic arising between Dunfermline and North Queensferry, which, for passenger traffic, shall not be less than tenpence for the first class, eightpence for the second class, sixpence for the third class, and fivepence for the parliamentary or fourth class; and these rates shall not be reduced, except with the consent of the said first party; and the said first party bind and oblige themselves to ratify and approve of the tolls, rates, and duties which shall be fixed by the said joint committee, and to declare them to be the tolls, rates, and duties to be levied and collected as aforesaid.

Tenth. That the said second party shall have the appointment and removal of all officers and servants necessary for the working and management of the said Dunfermline and Queensferry Railway, the secretary excepted, who shall be appointed by the said first party; his salary, however, shall be fixed by the parties mutually: declaring, that in the event of the provisions of the said Dunfermline and Queensferry Railway Act requiring that the foresaid appointments and removals shall be made by the said first party, then the said first party hereby bind themselves to appoint and remove such officers and servants as may from time to time be named by the said second party, or to confirm any appointments or removals they the second party may have made.

Eleventh. That in the event of the said first party considering that the working of the foresaid traffic between Dunfermline and North Queensferry is at any time irregular or unsatisfactory, the arbiter appointed, or to be appointed under these presents, shall have full power to require the said second party to work the same according to the true intent and meaning of these presents.

Twelfth. The said second party undertake to book, forward, and receive all through traffic to or from stations on the Dunfermline and Queensferry Railway, to or from stations on the North British Railway, or to or from stations on other railways with which it may have through booking arrangements, at such tolls, rates, and duties as may from time to time be agreed upon, and as may be found necessary to secure such traffic, and the rate of the division or apportionment of the receipts from such traffic, between the parties hereto, shall be settled at the time that such tolls, rates, and duties are from time to time fixed by and betwixt the parties hereto as aforesaid.

Thirteenth. The said second party shall be entitled during the currency of this agreement to draw the whole revenue and profits of the Dunfermline and Queensferry Railway, and the sum received shall be applied by the said second party in manner following; namely,

First. For the maintenance of the said Dunfermline and Queensferry Railway, stations, works, conveniences, and renewals, and for payment of all taxes, public burdens, stationery, advertisements, books, forms, tickets, and other furnishings; of salaries and wages of officers and servants, insurance of stations, buildings, and other property against fire, and generally for all expenses incurred by the second party, excepting locomotive power, carriages, and the wages of enginemen, firemen, guards, brakesmen, and the other men necessary for working and conducting the trains which are to be paid by the said second party from their own funds, in consideration of the mileage rate herein provided;

Second. For the payment of the interest of the money borrowed by the Dunfermline and Queensferry Railway Company under the powers contained in their Act of Parliament, at such rates as the money can be obtained; and

Third. For payment to the said first party of a dividend at the rate of four and one half per cent. per annum on the amount of their share capital or stock applied in the construction of the said railway and works, including preliminary expenses, and the expense of obtaining their Act of incorporation. The foresaid interest and dividend shall, if funds are available, be payable half-yearly from the date when the said railway is taken possession of by the said second party; declaring that the amount of share and loan capital upon which the second party are to pay interest and dividend as aforesaid shall not exceed the sum of one hundred and five thousand pounds, as the same shall be ascertained and fixed previous to the second party commencing the working of said railway; and the said first party agree, that in so far as their borrowing powers are exercised, previous to the calling up of their whole share capital, the loans shall be paid off from the calls so soon as the said calls can be made under the Act: And they also agree that, in the acquisition of land for the for-

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mation of the said railway and works the same shall be by purchase, and not by way of feu, or for a yearly or termly payment.

Fourteenth. The said second party shall every six months deposit in one of the banks in Dunfermline, in name of the joint committee, the gross receipts effeiring to the said Dunfermline and Queensferry Railway, under deduction of the expenses referred to in sub-section first of the immediately preceding article.

Fifteenth. That after the said payments, the remainder, if any, of the sums received by the said second party for the said Dunfermline and Queensferry Railway shall be applied in manner following, viz.: In payment to the said second party of one shilling per mile, as the allowance for each passenger train not exceeding five carriages run by them on the Dunfermline and Queensferry Railway, and the like allowance for each goods, cattle, and mixed train, not exceeding eight carriages, and for each mineral train not exceeding ten carriages or trucks, and for trains of greater number of carriages or trucks of a rate proportionally higher, any fractional part of a mile run being deemed an entire mile, and the whole length of the railway, inclusive of that portion of the line of the North British Railway lying between the junction of the said Dunfermline and Queensferry Railway and the proposed station of the second party at Comely Park, being deemed six miles, which one shilling per mile shall be the agreed-on rate for trains not exceeding the number of carriages before mentioned: And with the view of ascertaining the amount due and payable to the said second party under this Article and provision, the said second party shall keep an account of the number and description of trains, and of the distance run; which accounts, so taken, shall be open to the inspection of the said first party, or any person to be appointed by them for the purpose; and such accounts, or copies thereof duly certified, shall be transmitted and furnished to them at any time when required, and the said amount due to the said second party shall be paid and discharged half-yearly, at the periods for the payment of interest and dividend mentioned in Article Thirteenth hereof, after the preferable payments thereby provided; but it is hereby declared that no mileage shall be paid to the said second party for empty goods, cattle, or mineral waggons or trucks conveyed along the line.

Sixteenth. The said second party shall be responsible for the consequences of all accidents occasioned by their working of the said Dunfermline and Queensferry Railway, and shall pay for all loss, injury, and damage resulting or arising from or in consequence thereof, but subject always to the provision and exception contained in Article Fourth hereof. They shall be responsible for all loss, injury, and damage arising from fire at the stations or on or along the line of the said Dunfermline and Queensferry Railway, or for the burning of goods or other articles; also for the loss or damage of goods for the safety of which the said first party may be liable; also for all loss and damage proceeding from the fault, neglect, or inability of any officer or servant employed or appointed by them in connexion with the working, management, or traffic of the said Dunfermline and Queensferry Railway, of which loss and damage the said second party hereby bind themselves to free and relieve the said first party, and of all expenses connected therewith, subject to the provision mentioned in Article Seventeenth hereof.

Seventeenth. In the event of there remaining any surplus of the receipts drawn by the said second party for the conveyance of traffic over the said Dunfermline and Queensferry Railway, after providing for the several purposes and payments above specified, the said second party shall, at sight of the joint committee, be entitled out of such surplus to repayment of such sums as they may have paid for loss or damage, as provided for in Article Sixteenth, during the preceding six months, or which may have stood over unliquidated from the surplus of any previous period, so far as such surplus will go, and the said surplus, or balance of such surplus, after such repayments, if any, shall be divided half-yearly, or as often as can be conveniently done, in two equal portions, one moiety of which shall be paid to the said first party, and the other moiety or half shall be paid to the said second party.

Eighteenth. The said second party shall keep an account of the whole sums received by or due to them for the tolls, rates, and duties, and working of the said Dunfermline and Queensferry Railway proper, and of the payments made by them in terms of this agreement, and shall, half-yearly, and as at the thirty-first day of January and the thirty-first day of July in each year render to the said first party a particular account of the same, commencing the first account to be so rendered from the date when the Dunfermline and Queensferry Railway and works are taken possession of by the second party as mentioned in Article First hereof, to the thirty-first day of January or the thirty-first day of July, whichever of these shall first happen, and so on half-yearly thereafter; and which accounts shall be so rendered by the said second party to the said first party within twenty-one days after the said half-yearly periods respectively; and the directors of the said first party, or any person to be appointed by them, shall be entitled to inspect at any time all books or accounts of the said second party, so far as connected with the traffic of the said Dunfermline and Queensferry Railway, and the said tolls, rates, and duties, and payments, and to obtain extracts therefrom duly certified by the secretary of the said second party.

Nineteenth. This agreement shall endure for the period of twenty-five years from and after the date when the said railway and works are taken possession of by the said second party; and the parties hereto bind and oblige themselves to carry out this agreement by every means in their power, and, if need be, to put down competition, to concur in such arrangements, and make such reductions in tolls, rates, and duties as may be necessary and proper; and to execute all deeds or writings, and give such, and permit and concur in all such other acts, matters, and things as may be necessary and proper for fulfilling and carrying into full effect the whole articles, stipulations, and obligations herein contained.

Twentieth. The first party shall not apply for powers to levy rates and duties in respect of the Queensferry Passage; and notwithstanding the construction by them of piers, landing-slips, or other works at North Queensferry, the second party may, in all time coming enter upon the same, and levy and collect the rates and duties which they as owners of the Queensferry Passage are now entitled to demand within the limits of the said passage.

Twenty-first. The joint committee, provided for in Article Fifth, shall superintend the construction of the said railway and works, and all contracts and

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works shall be entered into and carried out at the sight and to the satisfaction of the said joint committee.

Twenty-second. The second party shall be entitled, when they think proper, to acquire the undertaking of the Dunfermline and Queensferry Railway on assuming the whole debenture debt which may have been incurred by the first party as well as their other liabilities and obligations, and also on paying to the shareholders of the first party, at the rate of one hundred and ten pounds for each one hundred pounds of share capital held by such shareholders, and the amount of such debenture debt, liabilities, obligations, and share capital shall be that ascertained and fixed under Article Thirteenth hereof, as the sum on which interest and dividend is to be paid.

Twenty-third. Notwithstanding anything herein contained, the said second party, by themselves or other parties in their interest, may at any time improve the means of communication over the Firth of Forth, at or near the said Queensferry Passage, by the erection of a bridge over the same, connecting the lines of railway of the North British Railway; and in the event of such improvement being effected and in full operation, the option conferred by the immediately preceding Article to acquire the undertaking of the first party shall be compulsory on the second party, and they shall forthwith acquire the same on the terms before mentioned; and, in consideration of this agreement, the said first party shall not, directly or indirectly, oppose the said second party or any other person or persons in applying to Parliament for powers to authorise or in making such improvement.

Twenty-fourth. In case any dispute or difference shall arise in regard to any matters or things connected with or arising out of the present agreement, or as to supplying any provision or condition essential to the proper working thereof, which may be omitted herein, both parties hereby submit and refer the same to the decision of James Allport, manager of the Midland Railway; whom failing, by death or non-acceptance, to Henry Oakley, manager of the Great Northern Railway; and failing both these parties, to the decision of one arbiter to be mutually chosen, or of two arbiters, one to be named by the said first party, and the other by the second party, with power to them to name one oversman, and with power to the said arbiter, or arbiters, or oversman, to give forth and pronounce decrees arbitral, one or more, interim or final; and which decree or decrees arbitral the said parties bind and oblige themselves to implement and perform.

Lastly. Both parties bind and oblige themselves to implement and perform their respective parts of the premises, and the awards, interim or final, to be pronounced by the arbiter or arbiters, and that under a penalty of ten thousand pounds, to be paid by the party failing to the party performing or willing to perform the same, over and above performance; and they consent to the registration hereof, and of the said decrees arbitral, interim or final, for preservation and execution: In witness whereof these presents, printed upon this and the seven preceding pages are, along with a duplicate hereof, subscribed by the Right Honourable the Earl of Elgin and Kincardine, Broomhall, Dunfermline; Kenneth Mathieson, Esquire, provost of Dunfermline; James Alexander Hunt, Esquire, of Pittencrieff, Logie House, Dunfermline; Thomas Scott, Esquire, iron-

founder, Inverkeithing; John Whitelaw, Esquire, residing in Dunfermline; and John Monteath Douglas, Esquire, writer, Cupar; being six of the members of the said provisional committee, duly authorised at a meeting of said committee, held in Dunfermline, on the third day of January in the year one thousand eight hundred and seventy-three, to execute these presents in name and on behalf of said committee, all at Dunfermline, at said meeting on said third day of January in the year one thousand eight hundred and seventy-three, before these witnesses, John Landale and William Simpson, both solicitors in Dunfermline: And are also subscribed by William Muir, Esquire, merchant, Leith, and George Robertson, Esquire, writer to the signet, Edinburgh, two of the directors, and John Walker, secretary of the said North British Railway Company, and sealed with the corporate seal of said company, all at Edinburgh, upon the twenty-third day of said month of January in the year last-mentioned before these witnesses, James Fergusson and James Morrison Molle, both clerks in the head office, Edinburgh, of the said North British Railway Company; declaring that this testing clause, from and after the words "In witness whereof," is written and inserted by James Monro, clerk to Adam Johnstone, solicitor to the said North British Railway Company, Edinburgh.

(Signed) John Landale, witness.
(„) Wm. Simpson, witness.
(„) J. Fergusson, witness.
(„) J. M. Molle, witness.

L.S

(Signed) Elgin, &c., Chairman.
(„) K. Mathieson, Dep. Ch.
(„) James A. Hunt.
(„) Thomas Scott.
(„) John Whitelaw.
(„) John M. Douglas.
(„) William Muir, Director.
(„) Geo. Robertson, Director.
(„) J. Walker, Secy.

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