ANNO TERTIO & QUARTO

VICTORIÆ REGINÆ.

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Cap. cviii.

An Act to amend the Act relating to the *Edinburgh* and *Glasgow* Railway. [23d *July* 1840.]

WHEREAS an Act was passed in the First and Second Years of the Reign of Her present Majesty, intituled *An Act for making a Railway from* Edinburgh *to* Glasgow, *to be called* "*The* Edinburgh *and* Glasgow *Railway,*" *with a Branch to* Falkirk: And whereas it is expedient that some of the Powers of the said recited Act should be explained, amended, and enlarged; but the same cannot be effected without the Aid and 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, That all the Powers, Authorities, Provisions, Directions, Rules of Interpretation or Construction, Clauses, Matters, and Things contained in the said recited Act (and not by this Act repealed, altered, or otherwise provided for,) shall extend and be construed to extend to this Act, and to the several Things hereby authorized or required to be done, and shall operate and be in force in respect to the Objects and Purposes of this Act as fully and effectually, to all Intents and Purposes whatsoever, as if the same Powers, Authorities, Provisions, Directions, Rules, Clauses, Matters, and Things were repeated and re-enacted in this Act.

1 & 2 Vict. c. 58.

Powers of former Acts extended to this Act.

Power to take temporary Possession of Land without previous Payment of Price.

II. And be it enacted, That, subject to the Provisions herein-after contained, the said Company may and they are hereby empowered, at any Time or Times before the Expiration of the Period by the said recited Act limited for the Completion of the said Railway, and without making any previous Payment, Tender, or Consignation, to enter upon the Lands of any Person or Corporation adjoining or lying near to and not being more than Two hundred and fifty Yards distant from the said Railway, and not being a Garden, Orchard, Plantation, planted Walk, Avenue, or Ground planted or set apart as a Nursery for Trees, and to continue on any such Lands on which they may have already entered, and to use the same, for the Purposes of depositing Spoil thereon, or of taking Stuff by Side Cuttings therefrom, or of obtaining Materials for the Formation of the Railway therefrom, or of forming Roads or Approaches thereon to and from or over or under the said Railway, or for any other Purposes required in the Construction or Repair of the said Railway, and with full Power to leave permanently any Spoil already deposited or to be deposited on any such Lands, and to work or manufacture thereon any Earth, Clay, Gravel, Sand, Stones, Bricks, Slates, Timber, Lime, or other Things, or to dig, cut, get, take, remove, and carry away, out of or from such Lands or any Part thereof, any Earth, Soil, Gravel, Clay, Sand, Stone, or other Things which can or may be got or found therein, and to manufacture the same; and to use any existing private Roads within the said Distance, the said Company giving Notice to the Owners and Occupiers of such Lands as may be hereafter entered on, and making Compensation in manner after mentioned: Provided always, that it shall not be lawful for the said Company to deposit Spoil permanently, or to take any Side Cutting, or to manufacture Bricks, or erect any Limekiln or Steam Engine, on or from Lands taken under the Powers hereby granted, within Five hundred Yards of any Mansion House, without the Consent of the Owner or Occupier thereof: Provided also, that nothing herein contained shall in any way affect the Decision of any Action or other legal Proceeding instituted before any Court of Justice in *Scotland* prior to the Ninth Day of *April* One thousand eight hundred and forty; but such Action or other legal Proceeding shall be heard and determined in the same Way in all respects as if this Act had not been passed; but without Prejudice to the Exercise by the Company of any Powers granted by this Act after the passing thereof; and provided further, that nothing herein contained shall authorize the said Company to purchase or take by Compulsion any Lands which are not delineated on the Plans or mentioned in the Books of Reference referred to in the said recited Act.

Company to give Notice previous to such temporary Possession.

III. And be it further enacted, That before entering on any Lands required for Spoil Banks, or for Side Cuttings, or for obtaining Materials for the Construction or Repair of the said Railway, the said Company shall give Six Weeks Notice of their Intention to enter upon the same to the Owners and Occupiers thereof; and before entering upon any Lands required for any of the other Purposes herein-before mentioned, the said Company shall give Ten Days Notice of such their Intention to the said Owners and Occupiers; and in either Case the said Company shall, if required, at any Time during their Occupation, separate and set apart the said Lands by

sufficient

sufficient Railings and Fencings from the other Lands adjoining thereto: Provided always, that if the said Lands are required for any of the Purposes in respect of which a Notice of Six Weeks is herein-before provided, it shall be in the Power of the Owner of the Lands therein referred to, within Ten Days after Service of such Notice, to object to the said Company making use thereof, on the Ground that other Lands lying contiguous thereto might be more beneficially occupied for such Purpose by the said Company, or that such other Lands might equally answer the Objects of the said Company, and with less Injury to the Owner of such Lands than the Injury which would be caused to the Owner of the Lands originally proposed to be taken; and in such Case, if the said Company shall refuse to occupy such other Lands in lieu of the Lands referred to by them in the said Notice, it shall be lawful for the Sheriff of the County where the said Lands wholly or in part lie, on the Application of the said Owner or of the said Company, to summon the said Company and the Owner of such other Lands, or the Owner of any other Lands which the said Company may be authorized to use, and which may be suitable to be used for the Purposes referred to in the before-mentioned Notice, to appear before him, at any Time not being more than Fourteen Days nor less than Seven Days from the Service of such Summons on the said Company and on such Owner, or his Agent or Factor; and on hearing of the Parties or their Agents *vivâ voce*, and their Witnesses (if any), but without reducing the Evidence of such Witnesses into Writing, or in case of the Non-appearance of any such Parties after such Summons, to determine summarily which of the said Lands shall be occupied by the said Company for such Purposes as aforesaid, and to authorize the said Company to occupy the same accordingly: Provided always, that if it shall appear to the said Sheriff, from such Inquiry before him, that the Lands of any other Person not summoned before him, and which the said Company may be authorized to take or use, would be more suitable to be occupied by the said Company than the Lands of any Person who may have been so summoned as aforesaid, it shall be lawful for the said Sheriff to adjourn such Inquiry, and to summon such other Person to appear before him at any Time, not being more than Fourteen Days nor less than Seven Days from the Service of such Summons on such Owner or his Agent or Factor, and on hearing such Person or his Agent, and Witnesses as before mentioned, to determine finally which Lands the said Company shall occupy, the Quantity thereof being fully adequate for the Purposes mentioned in their Notice: Provided also, that for such Purposes, and to the Effect herein-before mentioned, special Power and Jurisdiction is hereby conferred on the said Sheriff.

Owners of Lands may compel Company to purchase Lands so temporarily occupied.

IV. And be it further enacted, That where the said Company shall, in the virtue of the Powers herein-before conferred on them, enter upon or continue in the Possession of any Lands for the Purpose of making or leaving Spoil Banks or Side Cuttings thereon, or for obtaining Materials for the Construction or Repair of the said Railway therefrom, it shall be in the Power of the Person or Corporation by the said recited Act capacitated to sell and convey the said Lands, and of the Occupier thereof, at any Time during the Possession of the same by the said Company, to require the said Company to purchase

purchase the said Lands, and their Rights and Interests therein, by serving a Notice in Writing on their Agent or Secretary, setting forth the Particulars and Amount of their Claim in respect thereof, and the said Company shall thereupon be bound to purchase the said Lands, and Rights and Interests therein accordingly; and the Value of such Lands, and the Compensation payable therefor to the said Owner and Occupier, shall, in case of Difference, be settled and ascertained in like Manner as in the said recited Act is provided with respect to the Purchase of Lands required for the Purposes of the said Act.

For fixing Compensation for Ground temporarily occupied.

V. And be it further enacted, That where the said Company shall not be required to purchase the said Lands, and in all other Cases where they shall enter upon or continue in the temporary Possession of Lands in virtue of the Powers herein-before granted, they shall be obliged, within One Month after their Entry upon such Lands, if not already entered upon, and within One Month after the passing of this Act, if the same have been already entered upon, under a Notice served on the Owner or Occupier in Terms of the said recited Act, upon being required so to do, by a written Notice delivered to their Agent or Secretary setting forth the Particulars and Amount of their Claim, to agree with the Occupier for the Time being of the said Lands for the Payment of the Value of any Crop or Dressing that may be thereon, and of an Annual Sum by way of Rent for their Occupation thereof, and shall also, within Six Calendar Months after they have ceased to occupy the said Lands, and not later than Six Calendar Months after the Expiration of the Time by the said recited Act limited for the Completion of the said Railway, upon being required by the Owner and Occupier of the said Lands by a written Notice delivered to their Agent or Secretary setting forth the Particulars and Amount of their Claim, agree with such Owner and Occupier for the Payment of any permanent Damage or Injury that may have been done to the said Lands in the Exercise of the Powers herein-before granted; and the Amount of such permanent Damage, or the Value of any Crop or Dressing that may be on the said Lands, and the Rent payable in respect thereof for and during the Company's Possession, shall, in case of Difference, be settled and ascertained in like Manner as in the said recited Act is provided with respect to Compensation for Damage and to the Purchase of Lands required for the Purposes of the said Railway: Provided always, that if the said Company shall take or remove from any Lands which they shall not have purchased or been required to purchase as aforesaid any Stone for building, or Brick Earth to be manufactured for the Purposes of the said Railway, it shall be lawful for the Owner of such Lands to require the said Company to compensate him for the Loss he may sustain by reason of the taking of such Stone or Brick Earth from Time to Time as the same may be so taken, but at Intervals of not less than Six Months, the Amount of such Compensation to be settled and determined in like Manner as Damages under One hundred Pounds; but in such Case the Compensation so paid shall be fully taken into account in estimating the permanent Injury (if any) which may have been sustained by such Owner by reason of the Operations of the said Company.

VI. And

VI. And be it further enacted, That all Corporations and Persons Incapacitated by the said recited Act capacitated to treat and agree with the said Company for the Sale and Conveyance of Land required for the said Undertaking may and they are hereby empowered, at any Time or Times, after and notwithstanding the Period limited for the compulsory Purchase of Lands by the said Company may have expired, (if they shall be willing, but not otherwise,) to treat and agree with the said Company for the Sale and Conveyance of any Land that may be required for the Purposes of the said Undertaking, but subject nevertheless to the Provisions and Restrictions in the said recited Act and this Act contained with regard to the Payment, Consignation, and Investment of the Price or Compensation to be paid for the same; and all Agreements, Submissions, or Arbitrations entered into by such Persons capacitated as aforesaid with reference to the Amount of Compensation to be paid in respect of any Lands to be purchased, taken, or interfered with by the said Company under the Powers of the said recited Act or this Act shall be binding on them and their Successors in the said Lands. Persons may sell further Lands to the Company.

VII. And be it further enacted, That where, in the Execution of the Powers contained in the said recited Act, the Line or Course of any Turnpike Road or public Highway shall be diverted or deviated, and carried over Ground purchased or agreed for by the said Company, the Solum of the old Road so diverted or deviated shall, where the same is not required by the said Company, belong to and shall *ipso jure* vest in the respective Owners of the Land bounding the same on either Side thereof, in equal Moieties, and the said Owners shall be entitled to shut up the old Road so diverted or deviated opposite to their respective Lands, and to inclose and appropriate the same, unless the old Road so diverted or deviated shall be deemed by the said Company necessary as an Access leading to the said Railway, or to any of the Works thereof, or to any of the adjoining Lands intersected thereby, in which Case it shall be in the Power of the said Company to keep the same open; and the said old Road shall accordingly in such Case remain open and patent, and may be used by the said Company, and by any Person or Persons going to or from the said Railway or Lands, so long as the said Company shall consider expedient, and the Maintenance thereof shall be paid for by the said Company, or the Party or Parties using the same. As to Proprietorship of diverted Roads.

VIII. And whereas by the said recited Act it is provided that where, in the Course of making the said Railway and Works connected therewith, the Company shall use or interfere with any public Roads not being Turnpike Roads, or any Parish Roads or private Roads, they shall be required to maintain and keep the said Roads in as good a State of Repair as when they began to use the same, and shall leave them in such State of Repair; be it enacted, That the Obligations respectively to maintain and leave the said Roads in such State of Repair shall extend only to such Portions thereof as are used or interfered with by the said Company in the Counties through which the Railway passes, which Portions the said Company shall be bound to keep during their Use thereof, and to leave in as good a State of Repair as they would have been in if the said Company had not in any Manner Obligation to repair Roads used.

[*Local.*]

Manner used or interfered therewith; and in case of any Difference as to the Proportion which the said Company should bear of the Expence of such Repairs, the same shall be settled by the Sheriff of the County in which the Road which is the Subject of Dispute may be situate; provided that the Proceedings before the Sheriff, in regard to such Expence, shall be conducted summarily and *vivâ voce*, and without any Record being made up, and the Decision of the Sheriff therein shall be final, and not subject to Advocation, Suspension, or Reduction.

Modifying Provision as to Purchase of Superiorities.

IX. And whereas by the said recited Act it is provided that before entering into Possession of any Lands full Compensation should be made by the said Company to the Superiors thereof for all Loss which they might sustain by being deprived of any Casualties or otherwise: And whereas the Feu Duties and Casualties payable in respect of Lands are frequently small or nominal, and in many Instances Superiors do not make up Titles to their Superiority, and are not in a Situation to receive or discharge such Feu Duties or Casualties, and it would be attended with Inconvenience if the said Company were in all Cases obliged to purchase and acquire the Rights of Superiors before entering into Possession of such Lands; be it therefore enacted, That notwithstanding any thing in the said recited Act contained to the contrary, it shall be lawful for the said Company, either before entering into Possession of such Lands or at any Time thereafter, to purchase and redeem the Claims of the said Superiors, in the same Way as if the Time limited by the said Act for the compulsory Acquisition of Lands had not expired, and the Compensation payable to such Superiors for Loss of Casualties, where untaxed, shall be fixed and ascertained, with reference to the Buildings which were upon the Lands, and to the Value of the said Lands at the Time the same were entered upon by the said Company: Provided always, that the said Superiors whenever they shall have made up their Titles, and shall be in a Situation to discharge and convey their Rights and Interests, may require the said Company to purchase and redeem the same forthwith, or within a given Period, and the said Company shall and they are hereby required to purchase the same accordingly.

As to Registration of Feus or Conveyances.

X. And whereas by the said recited Act it is provided that all Feus or Conveyances in favour of the said Company, being duly executed, and being registered in the particular Register of Sasines kept for the County or District in which the Lands mentioned therein are locally situated, or in the general Register of Sasines for *Scotland* presently kept at *Edinburgh*, within Sixty Days from the last Date of such Feu or Conveyance, should give and constitute a good and undoubted Right and complete and valid feudal Title in all Time coming to the said Company of Proprietors, and their Successors and Assigns, to such Lands: And whereas Doubts have arisen as to the Register in which Conveyances of Lands situated within the Limits of a Royal Burgh should be recorded, and as to the Necessity of recording in a Register of Sasines Feus and Conveyances in favour of the said Company, which may contain a Procuratory of Resignation or Precept of Sasine, or which have been or may be completed by

Infeftment according to the usual Practice in *Scotland;* be it therefore enacted, That all Conveyances in favour of the said Company of Lands situated within the Limits of a Royal Burgh shall and may be recorded in the Register of Sasines of such Burgh, and the Keeper of the Register of Sasines thereof is hereby authorized and required to record the same; and the said Feus and Conveyances being duly executed, and having already been or being hereafter so registered, shall give and constitute a good and undoubted Right and complete and valid Title in all Time coming to the said Company of Proprietors, and to their Successors and Assigns, to the Premises therein described, any Law or Custom notwithstanding; and it shall not be necessary for the said Company to record in any Register of Sasines Feus or Conveyances in their Favour which shall contain a Procuratory of Resignation or Precept of Sasine, or which shall have been or may hereafter be completed by Infeftment: Provided always, that the Title of the said Company, under or by virtue of such last-mentioned Feus or Conveyances, shall be regulated by the ordinary Law of *Scotland*, and not by any special Provision contained in the said recited Act or this Act, until either the Feus or Conveyances themselves, or the Instruments of Sasine thereon, shall have been recorded in a Register of Sasines.

Validity of Titles provided for.

XI. And be it enacted, That in all Cases where the said Company shall have acquired Land, and entered into Possession thereof, and shall have settled and paid the Price and Compensation due on account of the same, and the Amount of any Damage, temporary or permanent, on account of their Operations thereon, or otherwise, to the true Owner of such Lands, and shall have acquired a Title in terms of the foresaid recited Act, the same shall be held valid and effectual to all Intents and Purposes, and shall not be liable to any Challenge at the Instance of any Party whatsoever, on the Ground that the said true Owner, or Person capacitated to treat and agree under the foresaid recited Act, had not made up or been invested with feudal Titles to the foresaid Lands, or any Part thereof, or any other Ground of Law whatsoever.

Company may consign Compensation without Application to Court of Session.

XII. And be it further enacted, That it shall be lawful for the said Company, in all Cases in which they are authorized or directed by the said recited Act to consign the Amount agreed or awarded to be paid by them in respect of any Compensation or otherwise under the said Act, to make such Consignation in one of the Chartered Banks of *Scotland*, without any previous Application to the Court of Session, as required by the said recited Act, and all Consignations already made by them without such Application are hereby ratified and approved of; provided that in the Books of the said Bank, or in the Receipt by the Cashier or other Officer of the said Bank, it shall appear that the Money so consigned has been consigned for the Purposes of the said recited Act and of this Act, subject to the Orders and Control of the Court of Session, without which Orders no Monies so deposited shall be removed from the said Bank, in the Way and to the Intent therein or herein provided.

Regulating the Application and Re-

XIII. And be it further enacted, That when any Purchase or Compensation Money payable by the said Company shall have been consigned

Investment of Money consigned in Bank.

consigned in any of the Chartered Banks of *Scotland*, and shall by Order of the Court of Session be directed to be laid out in the Purchase of other Lands as in the said recited Act is mentioned, it shall not be necessary to engross or repeat *verbatim* in any of the Titles of the new Lands which shall be purchased in lieu and place of those taken, used, or injured by the said Company the Conditions and Provisions of the Entail or other Investiture of the said old Lands, or to mention specifically the Uses, Trusts, Intents, and Purposes to, for, and upon which the said new Lands are to be held, but it shall be sufficient to state the Dates of executing and recording the Deed or Deeds containing the Provisions and Conditions subject to which, or the Uses, Trusts, Intents, and Purposes to, for, and upon which the said old Lands were held, and to declare that the said new Lands shall be held subject to the same Provisions and Conditions, and to, for, and upon the like Uses, Trusts, Intents, and Purposes, and to record the Title containing such general Reference in the Register of Taillies, Sasines, or other proper Record, according to the Circumstances, which the Keepers of the said Records are hereby authorized and required to do without a special Order to that Effect: Provided always, that upon the first Occasion of completing Titles to the said Entailed Estates, by Service or otherwise, the Lands acquired to the Estates under this Act may be introduced into the Titles so then completed, after which they shall descend regularly as Part and Portion of the Entailed Estate.

As to Sale of superfluous Lands.

XIV. And be it further enacted, That in any Case in which the said Company have purchased or shall hereafter purchase or acquire any Houses, Buildings, or Land within the Limits of either of the Cities or Towns of *Edinburgh*, *Linlithgow*, *Falkirk*, or *Glasgow*, or the Suburbs thereof, being the whole of the Property or Estate adjoining the said Railway on one Side thereof of the Person or Corporation from whom the same may have been purchased, it shall be lawful for the said Company to sell and dispose of all or any Part of such Houses, Buildings, or Land, to such Persons and in such Manner as they may think proper, without being required previously to offer to sell the same to the Person or Persons who shall have Right to or be in the Possession of the Lands (if any) from which the same were originally severed, or to the Person or Persons whose Lands and Premises adjoin the Lands so proposed to be sold, any thing in the said recited Act to the contrary notwithstanding: Provided nevertheless, that nothing herein contained shall authorize or empower the said Company to retain in their Possession any such superfluous Lands beyond the Period by the said recited Act limited with respect to Lands not required for the Purpose of the said Undertaking.

Regulating Form of Transfer of Shares.

XV. And whereas there are many Shareholders of the said Company who reside in *England*, and Sales of Shares are frequently made by Persons in *England* to Persons in *Scotland*, and *vice versâ*, and it would be attended with Inconvenience if all Transfers of Shares were required to be executed according to the Forms of the Law of *Scotland*; be it therefore enacted, That Transfers which have already been or which may hereafter be made of Shares in the said Company shall be valid and effectual, provided the same shall be executed either

either according to the usual Mode of executing such Instruments in *England*, or according to the Law of *Scotland*, or partly according to the one and partly according to the other.

Shares not to be arrestable, but may be adjudged for Debt.

XVI. And be it further enacted, That the Shares of the said Company, and the Dividends and Interest due or to become due thereon, shall not be liable to be arrested or attached for Debt at the Instance of Creditors or alleged Creditors of the Proprietors thereof, but that the said Shares, Interest, and Dividends shall belong and be payable to the registered Proprietors thereof for the Time being, until a Transfer thereof shall have been executed and recorded in the Books of the said Company, or the same shall pass by Succession, or shall be adjudged for Debt, or shall be otherwise transferred in manner required or referred to in and by the said recited Act.

Contracts need not be under Seal.

XVII. And whereas it is by the said recited Act amongst other things enacted, that all Contracts and Agreements made and entered into by and between the said Company and any other Person whomsoever, relating to any Act, Matter, or Thing to be done or performed in the Execution of any of the Powers of that Act, shall be reduced into Writing, and signed and sealed by the Parties thereto: And whereas it is not necessary, according to the Law of *Scotland*, for the Validity of Contracts or Agreements, that the same should be sealed by the Parties thereto; be it therefore enacted, That so much of the said recited Act as enacts or implies that any Contract or Agreements made and entered into by and between the said Company and any other Person whomsoever shall be sealed by the Parties thereto, shall be and the same is hereby repealed.

Repayment of Loans.

XVIII. And be it further enacted, That where the Party entitled to any Mortgage, Assignment, or Conveyance which may be granted or executed by the said Company as Security for any Sum of Money borrowed under the Provisions of the said recited Act shall consent to postpone the Repayment thereof beyond the Period (if any) therein fixed for the Repayment of the same, the Money so borrowed, with the Interest thereon, shall be payable at such further Period and under such Conditions as shall be mentioned in any Assignment or other Deed or Agreement to which the said Company may be a Party; or if no such further Period shall be so fixed, then the said Money shall be payable at or at any Time after the Expiration of Twelve Months from the Period theretofore appointed for Payment of the same, upon such Notice and in like Manner as is provided by the said recited Act with respect to the Payment of Money borrowed where no Time is fixed for the Payment thereof.

Annual Account to be made, and a Copy transmitted to the Sheriff Clerks.

XIX. And be it further enacted, That the said Company shall and they are hereby required, in each and every Year, to cause an annual Account in Abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied under or by virtue of the said recited Act for the Year ending on the Thirtieth Day of *June*, or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account duly audited and certified by the Secretary or Clerk for the

Time being of the said Company, and shall transmit a Copy of the said Account, free of Charge, to the Sheriff Clerks of the several Counties through which the said Railway will pass on or before the First Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours, on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit or neglect to prepare and transmit, or cause to be prepared and transmitted, such Account as aforesaid, they shall, at the Suit of any Shareholder, forfeit and pay for every such Omission or Neglect any Sum not exceeding Twenty Pounds.

Bye Laws to be invalid unless allowed by the Sheriffs Depute.

XX. And be it further enacted, That no Bye Laws or Regulations already made by the said Company under the Authority of the said recited Act (except such as relate solely to the Proprietors or Committees of the said Company, or to any of their Officers or Servants,) shall continue in force for a longer Space of Time than Six Calendar Months next after the passing of this Act, unless the same shall, previously to the Expiration of that Period, have been submitted to and approved by the Sheriffs Depute of either of the Counties of *Edinburgh*, *Linlithgow*, *Stirling*, *Dumbarton*, and *Lanark*, or any Two of them; and that no Bye Law or Regulation (except as aforesaid,) which shall be made by the said Company after the passing of this Act shall have any Operation or Effect until the same shall have been in like Manner approved of by at least Two of the said Sheriffs Depute: Provided always, that a Copy of every such Bye Law shall be deposited with the Sheriff Clerk of each of the said Counties of *Edinburgh*, *Linlithgow*, *Stirling*, *Dumbarton*, and *Lanark*, One Month at least before the Day on which the same shall be taken into consideration by the said Sheriffs Depute, and shall be open to Inspection by all Persons interested: Provided also, that such Sheriffs shall not approve of any Bye Law unless Notice of the Application for such Approval, and of the Day fixed for hearing the same, shall have been given in Two or more Newspapers circulating in each of the Counties aforesaid, One Month at least before the Day fixed for the disposing of such Application; and any Party aggrieved by any such Bye Law, on giving Notice of the Nature of his Objection to the said Company Ten Days before the Hearing of such Application, may by himself, his Counsel or Agent, be heard thereon, but not so as to allow more than One Party to be heard on the same Nature of Objection; and every such Bye Law or Regulation, when approved of as aforesaid, shall be binding and conclusive upon all Persons whomsoever.

For preventing Fraud on the Carriers on the Railway.

XXI. And be it further enacted, That if any Person who has personally, or by some other Party, at any Time taken a Place or Seat, or paid the Fare, or been booked for the Purpose of being carried in, upon, or by any of the Coaches or Carriages of the said Company, or any other Company or Person using the said *Edinburgh* and *Glasgow* Railway, from one Place to another Place, shall *malâ fide* refuse or neglect to quit such Coach or Carriage on arriving at the Point to which he has paid his Fare, or been booked, or taken his Place or Seat, or shall *malâ fide* ride and proceed, or attempt to ride or proceed, in the same or in any other Coach or Carriage to a Place more distant than that to which he shall have so taken a Place or Seat, or

paid the Fare, or been booked, without previously paying or tendering to the said Company, or other Company or Person as aforesaid, the additional Fare or Price of Carriage to such more distant Place; or if any Person shall at any Time hereafter *malâ fide* ride and be in any of the said Company's Coaches or Carriages, or in any Coaches or Carriages belonging to any other Company or Person using the said Railway, without having previously paid or tendered to the said Company, or other Company or Person aforesaid, his Fare or the Charge for his Carriage, every such Person shall forfeit and pay any Sum not exceeding Forty Shillings, with Costs, to be recovered and applied in the same Way as any other Penalty or Forfeiture under the said recited Act.

Saving of Rights.

XXII. Provided always, and be it enacted, That nothing herein contained shall in any way affect the special Privileges and Protections in the said recited Act contained, with respect to the Lands and Estates which at the Date thereof belonged to *William Logan White* Esquire, *James Maitland Hog* Esquire, the Earl of *Hopetoun*, Lord *Dundas*, *Thomas Campbell Hagart* Esquire, the Heirs of *Patrick Bell*, *William Forbes* Esquire, of *Callendar*, *John Shanks More* Esquire, and *William Ellis* Esquire, the Company of Proprietors of the *Forth* and *Clyde* Navigation, the *Edinburgh* and *Glasgow* Union Canal Company, and the *Monkland* and *Kirkintilloch* Railway Company respectively; nor shall any thing herein contained be held or construed to alter or affect any concluded Agreement with the said Company, or any Claims to Damages or Costs arising out of any Suits or Actions commenced prior to the Ninth Day of *April* One thousand eight hundred and forty, between the said Company and any Person or Corporation, or any Claims to Compensation or Damages arising out of the Acts of the said Company under or in pursuance of the Powers of the said recited Act: Provided always, that the Parties having any such Claims shall be bound, within Three Months after the final Decision of such Suits or Actions, to deliver to the said Company a Statement in Writing of the Amount and Particulars thereof; and if the same shall not be settled by the Company, to proceed within Three Months thereafter to have the same legally constituted, otherwise the said Claims shall lapse and be extinguished.

Railway to be subject to the Provisions of any general Act.

XXIII. And be it further enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by the said recited Act authorized to be made from the Provisions of any general Act relating to Railways which may pass during the present or any future Session of Parliament.

Expences of Act to be paid by the Company.

XXIV. And be it further enacted, That all the Costs, Charges, and Expences of and incidental to the obtaining and passing of this Act, and of carrying the same into effect, or otherwise incidental thereto, shall and may be defrayed and paid by the said Company out of the Money received or to be received by them under the Authority of this and the recited Act.

XXV. And

Public Act.

XXV. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

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