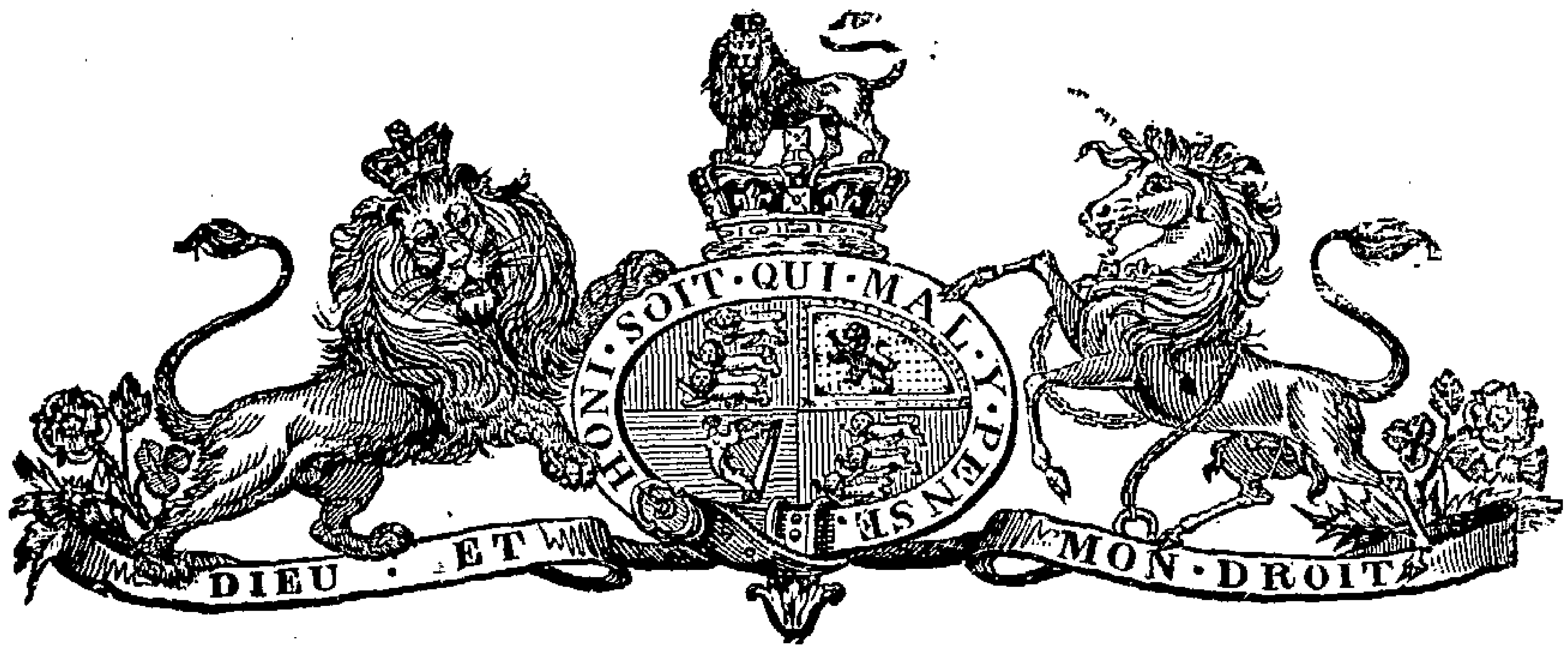


ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

****

Cap. ccxlv.

An Act to enable the *Glasgow and South-western* Railway Company to construct new Railways in connexion with their Railways and the *Kirkcudbright* and *Bridge of Weir* Railways; and for other Purposes. [5th *July* 1865.]

WHEREAS it is expedient that the *Glasgow and South-western* Railway Company (in this Act called "the Company") should be empowered to construct the Railways and other Works herein-after mentioned, and for those Purposes should be empowered to raise a further Sum of Money, and that further Powers should be conferred upon them: And whereas Plans and Sections showing the Lines and Levels of the proposed Railways and Works, and Books of Reference to such Plans, have been deposited with the Principal Sheriff Clerks for the several Counties within which those respective Railways and Works will be constructed: And whereas the Objects of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most

The Glasgow and South-western Railway (Additional Powers) Act, 1865.

Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; that is to say,

Short Title.

1. This Act may be cited for all Purposes as "The *Glasgow and South-western* Railway (Additional Powers) Act, 1865."

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

2. "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," and also Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," and Part II. (relating to additional Capital), and Part III. (relating to Debenture Stock) of "The Companies Clauses Act, 1863," so far as the Provisions of the same respectively are applicable to the Purposes of and are not altered or varied by the Provisions of this Act, are incorporated with and form Part of this Act.

Same Meanings to Words in incorporated as in this Act.

3. Except as is by this Act otherwise provided, the several Words and Expressions to which in Acts wholly or partially incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings unless excluded by the Subject or Context.

Power to raise additional Capital by new Shares.

4. The Company may from Time to Time raise for the Purposes of this Act, by the Creation of new Shares or Stock, such Sum as they think fit, not exceeding in the whole the Sum of One hundred and twenty thousand Pounds, and may create and issue such Shares or Stock either wholly or partially as ordinary or wholly or partially as preferential Shares or Stock, as they may think fit; provided that any preferential Shares or Stock which may be issued by the Company under the Authority of this Act shall be entitled to the preferential Dividend or Interest assigned thereto only out of the Profits of each Year ending on the Thirty-first Day of *January*.

Shares not to issue until One Fifth paid up.

5. It shall not be lawful for the Company to 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 Part of the Amount of such Share shall have been paid in respect thereof.

Scale of voting in respect of new Shares or Stock.

6. At all General Meetings of the Company every Holder of Shares or Stock created under this Act shall have the Rights of voting in respect thereof on the Principle of having One Vote for every Sum of One hundred Pounds actually paid up in respect of the whole

whole of such Shares or Stock for the Time being held by him up to One thousand Pounds, and he shall have an additional Vote for every Sum of Five hundred Pounds actually paid up on such Shares or Stock beyond the First One thousand Pounds up to Ten thousand Pounds, and an additional Vote for every Sum of One thousand Pounds actually paid up on such Shares or Stock beyond the First Ten thousand Pounds; provided that no Person shall be entitled to vote in respect of any less Amount than One hundred Pounds paid up.

Power to raise Capital under any other Act of this Session and this Act by new Shares or Stock of One Class.

7. If by any other Act or Acts passed in the present Session of Parliament, whether before or after the passing of this Act, the Company are authorized to raise any Capital by new Shares or Stock, then, subject to the Provisions of the other Act or Acts and this Act respectively, the Company may, if they think fit, raise by the Creation and Issue of new Shares or Stock of one and the same Class all or any Part of the aggregate Capital which they are by the other Act or Acts and this Act respectively authorized to raise by the Creation and Issue of new Shares or Stock.

Power to borrow on Mortgage.

8. The Company may from Time to Time borrow on Mortgage such Sums as they think fit, not exceeding in the whole Forty thousand Pounds, for the Purposes of this Act; but no Part of the said Sum of Forty thousand Pounds shall be borrowed until the whole of the said additional Capital of One hundred and twenty thousand Pounds shall have been subscribed for or taken, and One Half of that Amount shall have been actually paid up, nor until the Company shall have proved to the Sheriff who is to certify, under the 42d Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," before he so certifies, that all the said additional Capital of One hundred and twenty thousand Pounds has been subscribed for or taken, and that One Half of such Capital has been paid up, and that not less than One Fifth Part of the Amount thereof has been paid on each Share, and that such Capital has been taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, of which Proof having been given the Certificate of the Sheriff under that Section shall be sufficient Evidence.

Former Mortgages to have Priority.

9. All Mortgages and Bonds granted by the Company before the passing of this Act, and which shall be in force at the Time of the passing of this Act, and all funded Debt of the Company existing at the Time of the passing of this Act, shall, as regards the Undertaking comprised in and assigned by such Mortgages and Bonds respectively, or to which such funded Debt shall attach, have Priority over all Mortgages granted by virtue of this Act.

10. All

Application of Money raised under Act.

10. All Money raised under the Powers of this Act by the Creation of new Shares or Stock or on Mortgage shall be applied only to the Purposes by this Act authorized.

Power to make Railways.

11. Subject to the Provisions in this Act and in the Acts wholly or partially incorporated herewith contained, the Company may from Time to Time enter upon, take, and use all or any of the Lands defined on the deposited Plans and described in the deposited Books of Reference, and may from Time to Time make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections, and in and upon the said Lands, the Railways following, with all proper Works, Stations, Approaches, and Conveniences connected therewith; (that is to say,)

Railway No. 1. a Railway, being a Portion of the Railway shown on the deposited Plans, and therein designated Railway No. 1, commencing by a Junction with the *Glasgow and South-western* Railway near the *Dalry* Station in the Parish of *Dalry*, and terminating in the Parish of *West Kilbride* at or near *Kilruskin Farm Road*, between the Points marked on the deposited Plans as denoting 7 Miles 3 Furlongs and 7 Miles 4 Furlongs respectively, all in the County of *Ayr*:

Railway No. 2. a Railway commencing by a Junction with the said last-mentioned intended Railway at *North Brae* in the Parish of *Dalry* near the Foot Bridge over *Rye Water* known as *Stockbridge*, and terminating by a Junction with the *Glasgow and South-western* Railway near to the *Dalry* Station:

Railway No. 3. a Railway commencing by a Junction with the *Kirkcudbright* Railway at or near a Point thereon Four hundred Yards or thereabouts to the South-westward of the Bridge by which the *Portpatrick* Railway is carried under the Mail Trust Road leading from *Castle Douglas* to *Dumfries*, and terminating by a Junction with the *Castle Douglas and Dumfries* Railway at or near a Point One hundred and ten Yards or thereabouts to the Eastward of the said Bridge, all in the County or Stewartry of *Kirkcudbright*:

Railway No. 4. a Railway wholly in the *Abbey* Parish of *Paisley* in the County of *Renfrew*, commencing by a Junction with the *Bridge of Weir* Railway, and terminating by a Junction with the *Glasgow and South-western* Railway:

Provided always, that nothing in this Act contained shall empower the Company to enter upon, take, or use any Part of the Main Line of the *Portpatrick* Railway or Works connected therewith as now executed.

Powers for compulsory Purchases limited.

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

13. The

Lands for extraordinary Purposes.

13. The Company from Time to Time, in addition to other Lands which they are by this Act authorized to purchase, may, by Agreement, purchase any Quantity of Land not exceeding Twenty Acres for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation (*Scotland*) Act, 1845."

Paisley Canal, &c. not to be interfered with.

14. It shall not be lawful for the Company to take or interfere with any Lands or Property belonging to the Company of Proprietors of the *Glasgow, Paisley, and Ardrossan* Canal, without their Consent in Writing.

Railways to form Part of Undertaking of Company.

15. The Railways, Works, Stations, Approaches, and Conveniences authorized by this Act shall, for the Purpose of Tolls, Rates, and Charges, and for all other Purposes whatsoever, form Part of the Undertaking of the Company.

Regulating Inclinations of certain Roads.

16. As regards the Roads next herein-after mentioned, the Company may make those Roads respectively, when altered for the Purposes of this Act, of any Inclinations not steeper than the respective Inclinations herein-after mentioned in connexion with those Roads repectively; (that is to say,)

No. on Plan.	Parish.	Description of Road.	Intended Inclination.
		Railway No. 1.	
23	Dalry -	Public - -	1 in 14.
161	Dalry -	Turnpike - -	1 in 17 on one Side.

Span of certain Bridges under Railway.

17. The Company may make the Bridges for carrying the Railway No. 1. over the Roads next herein-after mentioned of any Spans not less than the Spans herein-after mentioned in connexion with those Roads respectively; (that is to say,)

No. on Plan.	Parish.	Description of Road.	Span of Arch.
102	Dalry - -	Public - -	20 Feet.
149	Dalry - -	Public - -	12 Feet.
161	Dalry - -	Turnpike - -	30 Feet.
3	Ardrossan - -	Public - -	12 Feet.

Provision as to Road No. 20 in Abbey Parish of Paisley.

18. The Road numbered on the deposited Plans 20 in the *Abbey* Parish of *Paisley* shall be diverted so as to pass along the East Side of *Bridgend Farm Steading*; and the Company shall at their own Expense make the said Road Twenty-four Feet in Width, and in a good and substantial Manner, with a Thorn Hedge and Post and Wire Fence on each Side, to the Satisfaction of the Road Surveyor of the County; and the Company shall also make and for ever thereafter maintain and keep in repair at the Point of crossing of the Railway by the said diverted Road a good and substantial Bridge for carrying the Railway over the same, the Arch of which Bridge shall be of the Dimensions following, that is to say, the Width thereof shall be such as to leave a clear Space of not less than Twenty Feet, and the clear Height of the Arch from the Surface of the Road shall be not less than Thirteen Feet throughout the entire Width thereof, and the Inclination of the said diverted Road shall at no Point be steeper than One in Twenty.

Period for Completion of Railways.

19. The Railways by this Act authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers granted by this Act for making the same, or otherwise in relation thereto, shall cease, except as to so much thereof respectively as shall then be completed.

Penalty if Railways not completed within Time limited.

20. After the Expiration of the Period by this Act limited for the Completion of the Railways, if the same be not then completed the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the same shall be completed and opened for Public Traffic; but no Penalty shall accrue in respect of any Time during which it shall appear by a Certificate to be obtained from the Board of Trade that the Company was prevented from completing and opening such Railways by unforeseen Accident or Circumstances beyond their Control, but Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Power to widen and alter the Levels of the Bridge of Weir Railway.

21. Subject to the Provisions and Restrictions in this Act contained, the Company may, in the Manner shown upon the deposited Plans and Sections, widen and enlarge and alter the Levels of and lay down and maintain all such additional Lines of Railway and Sidings as they think fit upon the *Bridge of Weir* Railway, between its Junction with the *Glasgow and South-western* Railway and its Terminus near the *Bridge of Weir*, and may also make all necessary Works and Conveniences connected therewith upon the Lands defined upon the deposited Plans and described in the deposited Books of Reference relating thereto.

22. It

Power to stop up and discontinue Part of London Street, Renfrew.

22. It shall be lawful for the Company to stop up and discontinue as a public Thoroughfare so much of the Road or Street called "*London Street*" in the Parish and County of *Renfrew* as is situate between a Point One hundred Yards or thereabouts South-eastward of the Crossing thereof by the Railway of the Company and certain Shipbuilding Premises of Messieurs *Henderson, Coulbourn*, and Company, and the Site and Soil of the said Portion of Street and the Fee Simple and Inheritance thereof shall be from the Time of the stopping up thereof absolutely vested in the Company: Provided always, that before stopping up or discontinuing the public Thoroughfare or Street called *London Street* in manner foresaid the Company shall be bound to make and form the Street or Thoroughfare now called *Meadowside Street* Sixty Feet wide from the crossing thereof by the Line of Railway Westward till the said Street joins the said Property of Messrs. *Henderson, Coulbourn*, and Company: Provided also, that the said Road or Street called *London Street* shall not be stopped up or discontinued until a Street Forty Feet wide shall have been formed and opened as a public Thoroughfare between *Meadowside Street* and the Property of *Richard Marr*, Iron Forger, situate on the North Side of *London Street*: Provided also, that if the Company shall previously to the Thirty-first Day of *August* One thousand eight hundred and sixty five give Notice in Writing, addressed to the said Messrs. *Henderson, Coulbourn*, and Company, at *Renfrew*, and forwarded to them there in a registered Letter posted in *Glasgow*, that they will not exercise the Power herein-before conferred upon them of stopping up *London Street*, then in such Case all the Powers and Provisions contained in this Section shall thereupon lapse and cease to be exerciseable or to have any Force or Effect whatsoever.

Power to abandon Portion of Kirkcudbright Railway.

23. The Company may, if they think fit, abandon and discontinue so much of the *Kirkcudbright* Railway as is situate between the Commencement of the Railway thirdly herein-before described and the Junction of the *Kirkcudbright* Railway with the *Portpatrick* Railway, and may use for the Purposes of their Undertaking the Land belonging to the *Kirkcudbright* Railway Company occupied by the Portion of Railway hereby authorized to be abandoned.

Confirming Agreement with Portpatrick Railway Company.

24. And whereas certain Land belonging to the *Portpatrick* Railway Company at *Castle Douglas* upon which that Company intended to construct a Station and relative Works will be taken by the Company for the Purposes of the Railway No. 3 by this Act authorized, and in lieu of such intended Station the Company have agreed to give to the *Portpatrick* Railway Company the Right of using the Station at *Castle Douglas* of the *Castle Douglas and Dumfries* Railway, upon the Terms and Conditions with respect to

such

such Use and other Matters connected therewith specified in the Agreement dated the Eighteenth Day of *May* One thousand eight hundred and sixty-five, of which a Copy is contained in the Schedule to this Act: Therefore the said Agreement is hereby confirmed, and shall be binding on the Company and on the *Portpatrick* Railway Company respectively.

Power to establish provident Institutions.

25. Whereas the Officers, Servants, and Workmen of the Company being unable to absent themselves from their Employment except at irregular Intervals, or being resident at Stations on the Lines of Railway of the Company where there are no Savings Banks, lose the Benefit of such and other Public Institutions established for the Investment and Accumulation of small Savings, and the Company being desirous of encouraging Habits of Prudence and Economy amongst their Officers, Servants, and Workmen, and in order to enable them to make Provision against Accidents, Sickness, and old Age, by investing and accumulating their Savings, are desirous of establishing Provident Institutions and Savings Banks for the Benefit of such Officers, Servants, and Workmen, and it is expedient and will be advantageous that such Provident Institutions and Savings Banks, and the Establishment and Maintenance thereof, and the Rules and Regulations for the Conduct and Government thereof, should be sanctioned by and receive the Authority of Parliament: Therefore the Company may establish Provident Institutions and Savings Banks at *Glasgow*, *Kilmarnock*, and other Stations of the Company, with power to receive by way of Deposit, from any of the Officers, Servants, Workmen, or Apprentices of the Company or any Members of their Families, any Sum or Sums of Money at Interest; and all and every such Deposit, with the Interest due thereon, shall be a Charge upon the Tolls, Undertaking, Lands, and Tenements of the Company next in Order and Priority after any Monies they may now be liable to pay under any existing Acts and any existing Debt or Debts of the Company, or after Monies they may at any Time be authorized to borrow, and after any present or future Debentures of the Company, and after the Dividends on any Preference Shares in the Company; and it shall be lawful for the Company to make Rules and Regulations for the Conduct, Government, and Management of such Provident Institutions and Savings Banks, and as to the Liability and Discharge of Trustees, the Rate of Interest, Withdrawal and Payment of Deposits, Payments to Minors, married Women, and personal Representatives of a deceased Depositor, and otherwise in relation to such Provident Institutions and Savings Banks, and from Time to Time to alter, vary, modify, remake, or rescind such Rules or Regulations, or any of them, and to make others in lieu thereof; provided that all such Rules and Regulations, and Alterations of Rules and

Regulations,

Regulations, shall be submitted to the Registrar of Friendly Societies for the Time being, and approved of by him, and a Certificate of such Approval under his Hand given, previous to the same being acted upon; and such Rules and Regulations, and Alterations of Rules and Regulations, so certified, shall be binding on the Company and the Depositors and their Representatives, and the same, or a true Copy thereof, and which Copy may be certified under the Hand of the said Registrar or of the Secretary for the Time being of the said Provident Institutions or Savings Banks, shall be received as Evidence of such Rules respectively in all competent Courts.

Extending Provisions of 26 & 27 Vict. c. 87.

26. The Provisions contained in the 9th, 31st, 43d, 46th, 47th, 48th, and 49th Sections of an Act passed in the Twenty-sixth and Twenty-seventh Years of the Reign of Her present Majesty, Chapter 87, intituled *An Act to consolidate and amend the Laws relating to Savings Banks*, being respectively Provisions for the Punishment of Actuaries and others receiving Money and not accounting, as to Payment of Monies belonging to a deceased Depositor or to Parties under Disability, and as to the Settlement of Disputes, are incorporated herewith in reference to the Institutions hereby authorized, and are applicable thereto, in the same Manner as if they were Institutions referred to in the said last-mentioned Act.

Saving Rights of the Crown.

27. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights, of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the previous Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or one of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give); and nothing in the said Act or Acts contained shall divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority now or from Time to Time vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Interest not to be paid on Calls paid up.

28. It shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares or Stock, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Holder of Shares or Stock on the Amount of the Calls actually made in respect of the Shares or Stock held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before

contained shall be deemed to prevent the Company from paying to any such Holder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," in that Behalf contained.

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

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

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

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

Expenses of Act.

31. All the Costs, Charges, and Expenses of and incidental to the obtaining of this Act and preparatory thereto shall be paid by the Company:

SCHE-

SCHEDULE.

HEADS OF AGREEMENT between the GLASGOW and SOUTH-WESTERN RAILWAY COMPANY of the First Part and the PORTPATRICK RAILWAY COMPANY of the Second Part.

First. The Second Party, and the Company working their Railway, shall have Right in perpetuity to use the Castle Douglas Station, and whole Works and Conveniences connected therewith, for the Purposes of their Traffic, for Payment to the First Party of a fixed annual Sum in Name of Rent, which annual Payment shall be as follows:—

	£	s.	d.
For Engine Accommodation Sixty Pounds per Annum	60	0	0
And for the Use of the remaining Portions of the Station, Seventy-five Pounds per Annum - -	75	0	0
One hundred and thirty-five Pounds - -	135	0	0
Under Deduction of the annual Sum awarded by Thomas Elliot Harrison, Esquire, Civil Engineer, for Use of the Portion of the Portpatrick Line situate between the present Junction of the Kirkcudbright Railway and the Castle Douglas Station, Seventy-five Pounds per Annum - - - - -	75	0	0
Sixty Pounds - - - - -	60	0	0

making in all an annual Payment of Sixty Pounds to the Glasgow and South-western Railway Company in Name of Rent.

Second. The Cost of working, Station Master's Salary, Clerks, Porters, and Maintenance, shall be divided equally between Goods and Passengers, and shall be paid by the Companies using the Station in proportion to the Tons of Goods and Number of Passengers of such Companies stopping at or starting from Castle Douglas, assuming Three Cattle to the Ton, Ten Sheep to the Ton, and One Horse as a Ton, and all Passengers, Live Stock, and Goods booked to or from the Saint Andrew's Street Station of the Kirkcudbright Railway at Castle Douglas shall for the Purposes of this Agreement be reckoned as Traffic of the First Party booked to or from the Castle Douglas Station.

Third. The Through Traffic, so far as not re-booked at Castle Douglas, shall be free, and not subject to any Portion of the Station Expenses.

Fourth. The Second Party shall have Power to apply to the Arbiter or Arbiters, to be appointed in manner provided for by the "Railway Companies Arbitration Act, 1859," for additional Station Accommodation at Castle Douglas, and the Arbiter shall have Power to fix whether the Second Party shall pay any and what additional Rent in respect of the said additional Station Accommodation.

Fifth. The Second Party shall sell and convey to the Glasgow and South-western Railway Company, at the Price it cost them, the Piece of Ground belonging to the said Second Party required for extending the Kirkcudbright Line to the Castle Douglas Station.

Sixth.

Sixth. In the event of any Dispute arising as to the Accommodation given, or as to the working of the Station or Traffic in the Station affecting the Portpatrick Company, or as to any Matter or Thing arising out of this Agreement, such Dispute shall be settled by Arbitration in Terms of the "Railway Companies Arbitration Act, 1859."

Seventh. This Agreement to be in perpetuity, and to be extended into a more formal Deed, if necessary, with all usual and proper Clauses.

Eighth. The Portpatrick Railway Company agree to withdraw their Petitions against the Glasgow and South-western (Additional Powers) Bill and the Kirkcudbright Extension Bill.

Ninth. It is hereby provided and declared, that in the event of the First Party not taking or obtaining Authority under their Additional Powers Bill, or under the Kirkcudbright Extension Bill, to make the Railway described in Section Fourteen of the said Additional Powers Bill as Railway No. 3., this Agreement shall notwithstanding continue in force, with the distinct Understanding that in the event above mentioned the Glasgow and South-western Railway Company shall continue to have the same Rights as the Kirkcudbright Railway Company now have of running over the Portion of the Portpatrick Line between the Kirkcudbright Junction and the Castle Douglas Station, the Payment to the Portpatrick Company being included in the Settlement of the fixed Rent under this Agreement. In witness whereof these Presents, written on stamped Paper by John M'Kerrow Hair, Clerk in Glasgow to the Glasgow and South-western Railway Company, are subscribed by William John Wainwright, Secretary to and as representing the said Glasgow and South-western Railway Company, and by Alexander Ingram, Secretary to and as representing the said Portpatrick Railway Company, at London, upon the Eighteenth Day of May Eighteen hundred and sixty-five years, before these Witnesses, William Johnstone, General Manager, and James Kerr, Law Clerk, both to the said Glasgow and South-western Railway Company, declaring that the Words "and what," occurring between the Second and Third Lines of Article Fourth hereof, and the Word "Company," occurring between the Fourth and Fifth Lines of Article Ninth hereof, were interlined before Subscription.

For the Glasgow and South-western Railway Company,
W. J. WAINWRIGHT, Secretary.

For the Portpatrick Railway Company,
AL. INGRAM, Secretary.

W. Johnstone, Witness.
James Kerr, Witness.

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