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Cap. ccci.

An Act for making Railways from *Greenock* to the *Glasgow and South-western* and *Bridge of Weir* Railways; and for other Purposes.

[5th *July* 1865.]

WHEREAS the making of a Railway from near *Clyde Crescent* in the Burgh of *Greenock* to the *Glasgow and South-western* Railway at *Howood*, with connecting Lines to the *Albert* Quay at *Greenock*, and the *Bridge of Weir* Railway, would be of great local and public Advantage: And whereas the Persons herein-after named, together with others, are willing to carry the Undertaking into execution, and it is expedient that they should be incorporated for that Purpose: And whereas the proposed Railways might be beneficially worked by the *Glasgow and South-western* Railway Company in connexion with their own Undertaking, and an Agreement for that Purpose, which is set forth in the Schedule to this Act annexed, has been made and entered into between the Promoters of the said Railways and the *Glasgow and South-western* Railway Company, and it is expedient that the said Agreement should be confirmed: And whereas the *Glasgow and South-western* Railway Company are desirous and it is expedient that they should be authorized to contribute towards the Undertaking, and to take and hold Shares therein, and to enter into Agreements with the Company incorporated by this Act for the Main-

tenance, Management, and working of the said Railways, and for the Interchange of Traffic, and the Use of their respective Railways and Stations; but these Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Greenock and Ayrshire* Railway Act, 1865."

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

2. "The Companies Clauses Consolidation (*Scotland*) Act, 1845," Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to Cancellation and Surrender of Shares, to additional Capital, and to Debenture Stock, "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," and Parts I. and III. of "The Railways Clauses Act, 1863," relating to Construction of a Railway and to Working Agreements, are, in so far as not varied by this Act, hereby incorporated with this Act.

Interpretation of Terms.

3. The following Expressions in this Act shall have the Meanings hereby assigned to them:

"The Company" shall mean the *Greenock and Ayrshire* Railway Company incorporated by this Act:

"The Railways" shall mean the Railways by this Act authorized to be made and maintained.

Subscribers incorporated.

4. *James Johnston Grieve*, *John Crooks*, *Archibald Finnie*, *David Johnston*, *Thomas Oliphant Hunter*, and *James Morton*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of making and maintaining the Railways herein-after described, and all proper Works and Conveniences connected therewith, and are by this Act incorporated for that Purpose by the Name of "The *Greenock and Ayrshire* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, acquire, take, hold, and dispose of Lands for the Purposes of the Undertaking, subject to the Provisions of this Act and the Acts incorporated herewith.

First and subsequent General Meetings.

5. The First Ordinary Meeting of the Company shall be held in *Greenock* within Three Months next after the passing of this Act, and Ordinary

Ordinary Meetings of the Company shall be held twice in every Year thereafter, in the Months of *February* or *March* and *August* or *September* respectively; and all Meetings of the Company, whether ordinary or extraordinary, shall be held in the Town of *Greenock*, or in such other Place as the Directors of the Company may from Time to Time appoint.

Quorum of Meetings.

6. The Quorum of every General Meeting of the Company shall be Ten Shareholders present personally or by proxy, holding in the aggregate not less than Five thousand Pounds in the Capital of the Company.

Number of Directors.

7. From and after the First Ordinary Meeting held after the passing of this Act the Number of Directors of the Company shall be Ten.

Qualification of Directors.

8. The Qualification of a Director elected by the Shareholders shall be the Possession in his own Right of Fifty Shares in the Capital of the Company; and the Qualification of a Director appointed by the Directors of the *Glasgow and South-western* Railway Company shall be the Possession in his own Right of Fifty Shares in the Capital of the Company, or of Shares or Stock of the nominal Amount of Five hundred Pounds in the Capital of the *Glasgow and South-western* Railway Company.

Quorum of Directors.

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

First Directors.

10. *James Johnston Grieve*, *John Dickie*, *Neil Robson*, *Archibald Finnie*, *David Johnston*, *John Kerr*, *James Morton*, *James Lumsden*, *Alexander Ronaldson*, and *Peter Clouston* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting of the Company held after the passing of this Act.

Election of Directors by Shareholders.

11. At the First Ordinary Meeting of the Company held after the passing of this Act the First Directors above named shall retire from Office, and the Shareholders present, personally or by proxy, exclusive of the *Glasgow and South-western* Railway Company, shall elect Five Directors, any of the said First Directors being capable of Re-election; and at the Ordinary Meetings of the Company held in the Month of *August* or *September* in the Year Eighteen hundred and sixty-six, and in every succeeding Year, the Shareholders present personally or by proxy, exclusive of the *Glasgow and South-western* Railway Company, shall 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 such respective Meetings, being neither removed nor disqualified nor having resigned, shall continue

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to be Directors until others are elected in their Stead in manner provided by the last-mentioned Act.

Appointment of Directors by Glasgow and South-western Railway Company.

12. It shall be lawful for the Directors of the *Glasgow and South-western* Railway Company, on or after the Date of the First Ordinary Meeting of the Company held after the passing of this Act, to appoint Five Directors of the Company, who shall respectively remain in Office until they shall die or resign or become disqualified, or until their respective Appointments be revoked as after mentioned; and the Directors of the *Glasgow and South-western* Railway Company shall have Power from Time to Time to revoke any such Appointment, and appoint new Directors of the Company in Place of any Director appointed by them whose Appointment shall have been revoked, or who shall have died, resigned, or become disqualified: Provided always, that the total Number of Directors of the Company holding their Appointment from the Directors of the *Glasgow and South-western* Railway Company shall not at any Time exceed Five, and that a Writing given under the Common Seal of the *Glasgow and South-western* Railway Company, or under the Hands of their Chairman of Directors and Secretary, and deposited with the Secretary of the Company, shall be Evidence of any such Appointment or Revocation; provided also, that the Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Appointment and Rotation of Directors, shall not apply to the Directors of the Company appointed by the Directors of the *Glasgow and South-western* Railway Company.

Domicile of the Company, and Newspaper for Advertisements.

13. The principal Office of the Company for the Time being shall be held to be the Domicile of the Company; and all Notices relating to the Company required to be given by Advertisement shall be inserted in some Newspaper published in the County of *Renfrew*.

Capital.

14. The Capital of the Company shall be Three hundred and fifty thousand Pounds, in Thirty-five thousand Shares of Ten Pounds each.

Calls.

15. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at least shall be the Interval between successive Calls.

Shares not to be issued until One Fifth paid up.

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

Glasgow and South-western

17. It shall be lawful for the *Glasgow and South-western* Railway Company and they are hereby required to contribute and apply their Funds

Railway Company may contribute Funds and hold Shares.

Funds towards the Undertaking to the Amount of Three hundred thousand Pounds, and to take and hold Shares in the Company to that Amount; and, except as herein-after expressly provided, the *Glasgow and South-western* Railway Company shall in respect of such Shares have all the Powers, Rights, and Privileges, and be subject to all the Obligations and Liabilities, of the other Proprietors of Shares in the Company: Provided, that the Shares so held by the *Glasgow and South-western* Railway Company shall not be transferable by them, and that they shall not vote in respect of such Shares in relation to the Election of Directors by the Shareholders of the Company, or in relation to the Approval or Assent of the Company to any Agreement or Arrangement which, in pursuance of the Provisions of this Act, may be entered into with the *Glasgow and South-western* Railway Company.

Power to Glasgow and South-western Railway Company to raise additional Capital.

18. The *Glasgow and South-western* Railway Company may from Time to Time raise for the Purposes of this Act, by the Creation of new Shares or Stock in their Undertaking, any Sums not exceeding in the whole Three hundred 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 created and issued by the *Glasgow and South-western* Railway 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 be issued until One Fifth paid up.

19. It shall not be lawful for the *Glasgow and South-western* Railway Company to issue any Share to be created under the Authority of this Act, nor shall any such Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Scale of voting in respect of new Shares or Stock.

20. At all General Meetings of the *Glasgow and South-western* Railway Company every Holder of Shares or Stock to be created under the Authority of this Act shall have the Right 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 of such Shares or Stock for the Time being held by him up to One thousand Pounds, and 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 always, 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.

21. If by any other Act or Acts passed in the present Session of Parliament, whether before or after the passing of this Act, the *Glasgow and South-western* Railway Company are authorized to raise any Capital by new Shares or Stock, then, subject to the Provisions of such other Act or Acts and this Act respectively, the said 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 such other Act or Acts and this Act respectively authorized to raise by the Creation and Issue of new Shares or Stock.

Power to borrow Money on Mortgage.

22. After the said Capital of Three hundred and fifty thousand Pounds shall have been subscribed for, and One Half thereof shall have been paid up, it shall be lawful for the Company from Time to Time to borrow, and if paid off to reborrow, on Mortgage of their Undertaking, any Monies not exceeding in the whole the Sum of One hundred and sixteen thousand six hundred Pounds; but no Part of such Sum shall be borrowed until the Company shall have proved to the Sheriff who is to certify under the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," that Shares for the whole of the said Capital have been issued, and that One Half of such Capital has been paid up, and that not less than Twenty *per Centum* has been paid on account of each separate Share before or at the Issue thereof, and that such Shares are *bonâ fide* held by the Subscribers, or their Executors, Administrators, or Assignees, and that such Subscribers, or their Executors, Administrators, or Assignees, are legally liable for the same.

Arrears due to Mortgagees may be enforced by Appointment of a Judicial Factor.

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

Debenture Stock.

24. The Company may create and issue Debenture Stock.

Application of Money raised under this Act.

25. All Monies raised under the Authority of this Act by Shares or on Mortgage shall be applied only for the Purposes of this Act.

Periods for balancing and inspecting Books of Company.

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

27. Whereas

Power to take Lands and make Railways.

27. Whereas Plans and Sections describing the Lines and Levels of the Railways by this Act authorized, together with a Book of Reference to the said Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in or through which the same are to be made, have been deposited in the Offices at *Greenock* and *Paisley* of the Principal Sheriff Clerk of the County of *Renfrew:* It shall be lawful for the Company, with the Powers and subject to the Provisions contained in this Act and the Acts incorporated herewith, to enter upon, take, and use for the Purposes of their Undertaking the Lands described on the said Plans and in the said Book of Reference, or such of them, or such Parts thereof, as may be necessary, and to make and maintain the Railways and all necessary Works and Conveniences connected therewith in the Lines and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels defined on the said Sections.

Powers for compulsory Purchases limited.

28. 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.

Lands for extraordinary Purposes.

29. The Company may purchase by Agreement and may hold Lands on or near to the Railways, not exceeding Three Acres in Extent, for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation (*Scotland*) Act, 1845."

Description of Works.

30. The Railways by this Act authorized to be made and maintained shall consist of—

First, a Railway commencing near *Clyde Crescent* in the Burgh of *Greenock*, and terminating by a Junction with the Main Line of the *Glasgow and South-western* Railway near *Garthland Bridge* in the Parish of *Lochwinnoch:*

Second, a Railway commencing by a Junction with the Railway first above described, near *Brougham Street* in the Burgh of *Greenock*, and terminating near the Junction of *East Clyde Street* and *Patrick Street* in the said Burgh:

Third, a Railway commencing by a Junction with the Railway first above described at a Point about Twenty-two Chains South-east of the Passenger Station House on the *Bridge of Weir* Railway in the Parish of *Kilbarchan*, and terminating by a Junction with the said *Bridge of Weir* Railway at a Point about Twenty-seven Chains South-east of the said Passenger Station House.

Power to deviate.

31. In constructing the Railways by this Act authorized it shall be lawful for the Company to make lateral Deviations from the Lines described on the said deposited Plans to any Extent not exceeding the Limits of Deviation marked thereon.

32. The

Regulating Inclinations of certain Roads.

32. The Company may make the Inclinations of the following Roads or Streets respectively when altered not steeper than the Rates hereinafter specified:

No. on Plan.	Parish.	Description of Road.	Rate of Inclination.
122	Greenock	Turnpike Road	1 in 25
123	Greenock	Nelson Street	1 in 25
124	Greenock	Inverkip Street	1 in 25
125	Greenock	Open space or Street	1 in 25
279	Greenock	Public Road	1 in 13
331	Greenock	Public Road	1 in 9
338	Greenock	Public Road	1 in 8
135	Kilmalcolm	Public Road	1 in 14 on one side, and level on the other.
7	Kilbarchan	Turnpike Road	
8	Kilbarchan	Parish Road	1 in 8
84	Kilbarchan	Parish Road	1 in 12
108	Kilbarchan	Parish Road	1 in 11
120	Kilbarchan	Parish Road	1 in 15:

Provided, that the Inclinations of the said Road Number 7, in the Parish of *Kilbarchan*, shall be made of such Rates as may have been or may be agreed on between the Company and the Trustees of the said Road.

Period for Completion of Works.

33. The Railways shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act and the Acts incorporated herewith conferred on the Company for making the Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railways as shall then be completed.

For the Protection of the Greenock Harbour Trustees.

34. Nothing in this Act or the Acts herewith incorporated shall authorize the Company to extend the Railways first and secondly before described, or any Sidings in connexion with them, to the Northward of the Lines of the said Railways respectively as shown on the said deposited Plans, except with the Consent of the Trustees of the Port and Harbours of *Greenock*; and the Company shall not be entitled to lay Rails to the East of the Eastern Termination of the Incline of the Railway secondly before described, but all Rails in continuation of the Rails of the Company at the said Point shall be laid by the said Trustees and be their Property.

Construction of Railway at

35. The Railway secondly before described, so far as it passes through or upon the Property of the Trustees of the Port and Harbours

bours of *Greenock*, shall be laid out on such Line and Levels within the Limits authorized by this Act as may be agreed upon by them and the Company; and where the Level of the Rails is of the Height of Ten Feet and upwards above the Level of the Quay Walls of *Albert* Harbour, the Railway shall, if required by the said Trustees, be constructed upon a Series of flat Iron Girders of not less than Thirty Feet Span and not more than Two Feet Six Inches in Depth from the Level of the Rails to the Underside of the Girder, the Piers being not more than Five Feet in Thickness, and the Roadway of the Railway shall be made perfectly Water-tight; and where the Level of the Rails is under the above Height of Ten Feet, it shall, if required by the said Trustees, be constructed upon an Embankment, with Retaining Walls on each Side of the full Height of the Embankment; and the said Railway shall be formed of a Breadth for not more than a double Line; but the said Trustees shall have and retain Right to the Ground under the said Girders where the Headway is of the Height of Seven Feet Six Inches or upwards, and where under that Height the Ground occupied by the Railway shall not be fenced, and the said Trustees shall have Power to cross the Railway, so far as within their Property and not carried over it by means of the said Iron Girders, on the Level at any Place or Places they may think fit.

Albert Harbour.

36. It shall not be lawful for the Company, without the Consent of the Trustees of the Port and Harbours of *Greenock*, to take or use for the Purposes of the Railway hereby authorized any Land or Property belonging to the said Trustees, except such as shall be occupied by the said Railway first above described, and by the Piers of the Girders for carrying the said Railway secondly before described, where the same shall have a Headway of Seven Feet Six Inches or upwards, and by the rest of the Incline of the said last-mentioned Railway on the said Property; and the Compensation to be paid to the said Trustees by the Company shall be fixed and regulated on the Footing that the Company shall not be bound to pay for the Ground under the Girders having a Headway of Seven Feet Six Inches or upwards, but only for the Land which may be occupied by the said Railway first before described, and for the Land occupied by the Piers for the said Girders, and by the rest of the Incline of the said Railway secondly before described.

Provision as to Property of Harbour Trustees.

37. The Compensation to be paid to the Trustees of the Port and Harbours of *Greenock* as aforesaid shall be fixed and determined by the Engineer of the Company and by the Master of Works of the said Trustees, or, in case of Difference of Opinion, by an Oversman to be chosen by the said Engineer and Master of Works; and the Lines of Railway through the Lands of the said Trustees shall also be executed to the reasonable Satisfaction of the said Master of Works; and in case

Compensation to Harbour Trustees.

of Difference of Opinion, either as to the Works to be executed or the Description of them, between the said Master of Works and the Engineer of the Company, the same shall be referred to and carried out to the Satisfaction of an Oversman to be appointed as before mentioned, and the Determination of such Oversman in all such Matters shall be final and conclusive.

Harbour Trustees to lay Rails and regulate Traffic.

38. The Trustees of the Port and Harbours of *Greenock* shall lay the Lines of Rail through and along their Property from the Foot of the Incline of the Railway secondly before described on such Property, and also on their Quays and Works, and shall have the sole Regulation and Control of the Traffic passing along the Rails so laid by them, and may make such Regulations in regard to such Traffic as to them shall seem expedient.

Provision for crossing Streets in Greenock.

39. In constructing the Railways first and secondly before described at *Greenock* the following Provisions shall be adhered to and shall be binding upon the Company:

First, the Level of *Clyde Crescent* shall not be altered, and the Bridges to cross the same shall be constructed with Iron Girders, flat underneath, and shall be of Sixty Feet Span between the Abutments of the Piers, and Eighteen Feet clear Height under the Girders:

Second, the Bridge to cross *Brougham Street* shall be constructed of Iron Girders as above, with the Span above prescribed, and the clear Height under the Girders shall be Seventeen Feet; and in order to obtain that Height the Company shall be at liberty to lower *Brougham Street* to the Extent of One Foot, and shall recauseway the Roadway similarly to what it is at present, such lowering, if made, to have Inclinations on each Side not steeper than One in One hundred; and the Company shall also be bound to found the Abutments of the Bridge Four Feet below the then Level of *Brougham Street*, to permit further lowering of the Roadway by the *Greenock* Police Trustees for the Time being, if found necessary:

Third, if the Railway first before described be carried under the Portion of *Robertson Street* which lies between *Union Street* and *Brisbane Street*, the Level of the said Portion of Street shall not be permanently altered:

Fourth, the Bridge to carry *Lynedoch Street* over the said Railway shall not be less than Fifty Feet in Width between the Parapets:

Fifth, the Bridge to carry *Drumfrochar Road* over the said Railway shall be the full Width of the Road and the Footpaths between the Parapets:

Sixth, where any of the Works intended to be executed by the Company shall interfere with any Sewer or Drain under the Management

ment or Control of the said Police Trustees, the Provisions of "The Railways Clauses Consolidation (*Scotland*) Act, 1845," with regard to Interference with Gas and Water Pipes, shall, *mutatis mutandis*, with the Exception of Section Twenty-two of the said Act, apply to the said Sewers or Drains:

Seventh, any Works to be executed in Terms of the above Provisions shall be to the reasonable Satisfaction of the Master of Works of the said Police Trustees; and in case of Difference between him and the Engineer of the Company, then to the Satisfaction of an Oversman to be appointed by the said Engineer and Master of Works, and the Determination of such Oversman shall in all such Matters be final and conclusive.

For the Protection of Wellington Park.

40. Whereas the Railway first above described is proposed to pass through and occupy Part of the public Park called *Wellington Park* belonging to the Provost, Bailies, and Town Council of *Greenock* in trust for behoof of the Inhabitants of the Town: Be it enacted, That in lieu of the Ground to be taken by the Company they shall provide other Ground adjoining the Park, if the same can be procured, so as to make the Park as a whole of at least equal Extent and equally advantageous to the Public as the present Park, the Company bearing the Expense of all Drainage, Fencing, Planting, and other Works necessary to accomplish the above Objects, and the additional Ground so to be provided to be conveyed to the said Provost, Bailies, and Town Council in trust as aforesaid, free of all Feu Duties and annual Payments whatever: Provided, that in the event of the Company not being able to procure Ground as aforesaid, they shall make Compensation to the said Provost, Bailies, and Town Council as Trustees foresaid to such Extent as shall be fixed by the Parties after named as Arbiters; and in carrying into effect the foregoing Provisions the Company and the said Trustees shall abide by, implement, and fulfil all Orders and Awards which may be pronounced in the Premises by Sir *Michael Robert Shaw Stewart* Baronet, Member of Parliament, *Alexander Murray Dunlop* Esquire, Member of Parliament, and *James Johnston Grieve* Esquire, Provost of *Greenock*, or any Two of them, the said Three Parties being hereby appointed Arbiters between the Company and the said Trustees for the Settlement of all Questions arising in relation to the Provisions of this Section.

Line of Railway not to be deviated in passing through Wellington Park.

41. In constructing the Railway first above described it shall not be lawful for the Company to deviate to the Southward of the centre Line shown upon the said deposited Plans, so far as it passes through the said public Park called *Wellington Park*, except with the Consent in Writing of the Provost, Bailies, and Town Council of *Greenock* as Trustees for the said Park.

42. Whereas,

Deposit Money not to be repaid until Lines opened or Half the Capital paid up and expended, except on Execution of Bond, &c.

42. 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 Twenty-eight thousand Pounds (being Eight *per Centum* on the Amount of the Estimate in respect of the Railways authorized by this Act) has been deposited in the Name of the Queen's Remembrancer of 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 Act of the Ninth and Tenth Years of Her present Majesty, the said Sum of Twenty-eight thousand Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as is hereinafter mentioned, be paid to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railways hereby authorized to be made, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by the Company by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid by the Officer or Person in whose Name it shall then be deposited to the Account of Her Majesty's Exchequer, and when so paid shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Twenty-eight thousand Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Twenty-eight thousand Pounds if the Company shall not, within the Time limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by the Company by means of Shares, and have expended for the Purposes of this

this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest thereof shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said Act of the Ninth and Tenth Years of Her present Majesty to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls for Use of Railways and Carriages.

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

First, in respect of all Persons conveyed upon the Railways or any Part thereof, as follows:

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

Secondly, in respect of all Articles, Matters, and Things conveyed upon the Railways or any Part thereof, as follows:

For all Coal, Cinders, Dung, Compost, and Manure (except Guano and artificial Manures), and all Lime, Limestone, and undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile One Penny; and if conveyed in or upon Carriages belonging to or provided by the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Coke, Culm, Charcoal, Guano, artificial Manures, Stones for building, pitching, and paving, Bricks, Slates, Clay, Sand, Ironstone, Iron Ore, and Pig Iron, *per* Ton *per* Mile One Penny; and if conveyed in or upon Carriages belonging to or provided by the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Tiles, Timber, Staves, Deals, and Metals (except Iron), and all 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, and all Nails, Anvils, Vices, and Chains,

per Ton *per* Mile Twopence; and if conveyed in or upon Carriages belonging to or provided by the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Cotton and other Wools, Drugs, Fish, Earthenware, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, and Things, *per* Ton *per* Mile Threepence; and if conveyed in or upon Carriages belonging to or provided by the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For every Carriage, of whatever Description, having more than Two Wheels, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile Sixpence; and One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

In respect of Animals.

Thirdly, in respect of all Animals conveyed upon the Railways or any Part thereof, as follows:

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

For every Calf, Pig, Sheep, Lamb, or other small Animal so conveyed, *per* Mile One Penny; and if conveyed in or upon any Carriage belonging to or provided by the Company, an additional Sum *per* Mile of One Halfpenny:

Provided, that with respect to small Parcels (that is to say, Packages not weighing more than Five hundred Pounds each,) and single Articles of great Weight conveyed on the Railways the Company may, notwithstanding the Rates of Toll prescribed by this Act, lawfully demand Tolls not exceeding the following; (that is to say,)

Tolls for small Parcels and single Articles of great Weight.

For every Parcel not exceeding Seven Pounds in Weight, Threepence; exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence; exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence; exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence; and exceeding Fifty-six Pounds in Weight, any Sum which the Company may think fit: Provided nevertheless, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Sums following; (that is to say,) if the Weight thereof, including the Carriage,

Carriage, shall be less than Eight Tons, Sixpence *per* Ton *per* Mile; and if such Weight shall exceed Eight Tons, such Sum as the Company may think fit.

Tolls for propelling Power.

44. The Toll which the Company may demand for the Use of Engines for drawing or propelling Carriages shall not exceed One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, Matters or Things, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Limiting Charges for Conveyance of Passengers.

45. It shall not be lawful for the Company to demand any greater Sum in respect of the Carriage of Passengers conveyed on the Railways than Threepence *per* Passenger *per* Mile in respect of any Passenger travelling in a First-class Carriage, Twopence *per* Passenger *per* Mile in respect of any Passenger travelling in a Second-class Carriage, and One Penny Halfpenny *per* Passenger *per* Mile in respect of any Passenger travelling in a Third-class Carriage, including the Charges for the Use of Carriages and locomotive Power, and all other Charges incidental to such Conveyance.

Passengers Luggage

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

Limiting Charges for Conveyance of Goods, Minerals, and Animals.

47. It shall not be lawful for the Company to demand in respect of the Conveyance on the Railways of the several Articles, Matters, and Things, and of the several Descriptions of Animals, herein-after mentioned, any greater Sum, including the Charges for the Use of Carriages and locomotive Power, and all other Charges incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services, or any of them, are or is performed by the Company, than the several Sums herein-after mentioned; (that is to say,)

For Coal, and the other Articles, Matters, and Things herein-before classed therewith, *per* Ton *per* Mile One Penny Halfpenny:

For Coke, and the other Articles, Matters, and Things herein-before classed therewith, *per* Ton *per* Mile Twopence:

For Sugar, and the other Articles, Matters, and Things herein-before classed therewith, *per* Ton *per* Mile Threepence:

For Cotton, and the other Articles, Matters, and Things herein-before classed therewith, *per* Ton *per* Mile Fourpence:

For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not exceeding One Ton Weight, *per* Mile Sixpence; and if exceeding One Ton, One Penny Halfpenny *per* Mile for every additional Quarter of a Ton:

For every Horse, Mule, or Ass, *per* Mile Fourpence:

For every Ox, Cow, Bull, or Neat Cattle, *per* Mile Threepence:

For every Calf or Pig, *per* Mile Twopence:

For every Sheep, Lamb, or other small Animal, *per* Mile One Penny.

Company may take increased Charges for such Conveyance by Agreement.

48. Nothing herein contained shall prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Animals, Articles, Matters, or Things of any Description, by Agreement with the Owners or Persons in charge thereof, either in respect of the Conveyance of such Animals, Articles, Matters, or Things (other than small Parcels) by Passenger or Express Trains, or by reason of any other special Service performed by the Company in relation thereto.

Regulations as to the Tolls.

49. The following Provisions and Regulations shall be applicable to the fixing of the several Tolls and maximum Charges herein-before specified; (that is to say,)

For Passengers, Animals, Articles, Matters, and Things conveyed on the Railways for a less Distance than Four Miles the Company may demand Tolls and Charges as for Four entire Miles:

For a fractional Part of a Mile beyond Four Miles or beyond any greater Number of Miles the Company may demand Tolls and Charges in respect of Passengers, Animals, Articles, Matters, and Things as for an entire Mile:

For a Fraction of a Ton the Company may demand Tolls and Charges according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

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

Restriction as to Charges not to apply to Special Trains.

50. The Restrictions herein-before contained as to the Tolls and Charges to be demanded in respect of the Conveyance of Passengers shall not extend to any Special Train that may be required to be run on the Railways, but shall apply only to the Ordinary and Express Trains to be appointed from Time to Time by the Company.

Company not bound to carry Manure.

51. Nothing herein contained shall render it compulsory on the Company to carry on their Railways any Nightsoil, Dung, Manure, Compost, or other offensive Matters.

52. The

Confirming Agreement between the Company and the Glasgow and South-western Railway Company.

52. The Agreement, a Copy of which is contained in the Schedule to this Act annexed, shall be and is hereby sanctioned and confirmed, and shall be as valid and obligatory upon the Company and the *Glasgow and South-western* Railway Company respectively as if these Companies had been authorized by this Act to enter into the said Agreement, and as if the same had been duly executed by them after the passing of this Act; and it shall be lawful for the Company and the *Glasgow and South-western* Railway Company respectively, and they are hereby required, to implement and fulfil all the Provisions and Stipulations contained in the said Agreement in so far as not altered by or inconsistent with this Act.

Authorizing further Agreements between the Company and the Glasgow and South-western Railway Company.

53. The Company and the *Glasgow and South-western* Railway Company may from Time to Time enter into further Agreements with each other with respect to all or any of the following Purposes; namely,

The Maintenance and Management of the Railways or any Part thereof, and of the Works connected therewith, or any of them:

The Use and Working of the Railways or of any Part thereof, and the Conveyance of Traffic thereon, and on the Railways of the *Glasgow and South-western* Railway Company or any Part thereof:

The fixing, collecting, and Apportionment of the Tolls, Rates, Charges, Receipts, and Revenues levied, taken, or arising in respect of such Traffic.

During Continuance of Agreement Railways of contracting Companies to be considered One Railway.

54. During the Continuance of the said Agreement confirmed by this Act, or of any further Agreement to be entered into between the Company and the *Glasgow and South-western* Railway Company under the Authority of this Act, the Railways of the contracting Companies shall, for the Purposes of Tolls and Charges, be considered One Railway; and in estimating the Amount of Tolls or Charges in respect of Traffic conveyed partly on the Railways hereby authorized and partly on the Railways of the *Glasgow and South-western* Railway 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 each Mile or Fraction of a Mile beyond Four Miles Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge than for Four Miles shall be made for the Conveyance of Passengers, Animals, Minerals, and Goods or other Matters partly on the Railways hereby authorized, and partly on the Railways of the *Glasgow and South-western* Railway Company.

Interest not to be paid on Calls paid up.

55. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay to any Shareholder any Interest

Interest or Dividend on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided, that nothing herein contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," in that Behalf contained.

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

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

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

57. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made from the Provisions of any General Act relating to Railways now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Saving Rights of the Crown.

58. Nothing contained in this Act shall authorize the Company to take, use, or in any Manner interfere with any Foreshore or other 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 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; neither shall anything in this Act contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Expenses of Act.

59. The Expenses of applying for and obtaining this Act and incidental thereto shall be paid by the Company.

SCHE-

SCHEDULE referred to in this Act.

AGREEMENT between the PROMOTERS OF THE GREENOCK RAILWAY and THE GLASGOW AND SOUTH-WESTERN RAILWAY COMPANY.

This Agreement made and entered into by and between James Johnston Grieve, Provost of Greenock, John Dickie, Provost of Kilmarnock, and Neil Robson, Ironmaster, Glasgow, for themselves, and as duly authorized by and acting on behalf of the other Promoters of the proposed Greenock Railway, of the First Part, and the Glasgow and South-western Railway Company of the Second Part, witnesseth, that whereas Application has been made to Parliament for an Act to incorporate a Company, herein-after called "the Company," to authorize them to make and maintain Railways from Greenock to the Glasgow and South-western and Bridge of Weir Railways, with all proper Works and Conveniences connected therewith, herein-after called "the Railway:" And whereas the Glasgow and South-western Railway Company, herein-after called "the South-western Company," have agreed, on being authorized by Parliament so to do, to subscribe and contribute towards the Capital required for the Formation of the Railway, and on the Construction and Completion of the Railway to work and maintain the same, and convey the Traffic thereon, on the Terms and Conditions herein-after specified: Therefore the Parties hereto, with reference to the Act of Parliament applied for as aforesaid, and in anticipation of the same being obtained, and containing enabling Powers to the South-western Company to contribute as aforesaid, and to enter into this Agreement so far as such Powers are requisite, have covenanted and agreed, and do hereby covenant and agree, and bind and oblige themselves each to the other in manner herein-after written, viz.:

1. The Capital of the Company shall be Three hundred and fifty thousand Pounds, consisting of Thirty-five thousand Shares of Ten Pounds each, besides Borrowing Powers to the usual Extent; and not less than One Half of the said Share Capital shall be taken up and subscribed for by the South-western Company, but with Power to that Company to take up and subscribe for such further Sum or Sums as have been or may hereafter be agreed on between them and the first Parties or the Company, and that under the Conditions, Stipulations, and Provisions after written, or which shall be inserted in the said Act.

2. The Company, so soon as they shall have obtained their Act of Parliament for the Construction of the Railway, or as soon as conveniently may be thereafter, shall proceed to make, construct, and complete the Railway at their own Expense in a good, substantial, sufficient, and workmanlike Manner, and without the Adoption of Timber Bridges; and the Railway shall be constructed with a double Line of Rails, together with all such Stations, Station-masters Houses,

Houses, Plate-layers and Gate-keepers Cottages, Goods Sheds, Engine Sheds, Water-tanks, and such Works connected therewith as may be required for affording a permanent Supply of Water thereto, Sidings, Offsets, Loading Banks, Turn-tables, Cranes at Stations, Weighing Machines, Stationary Signals, Wires and Telegraphic Apparatus, and all other Furnishings, Conveniences, and other Works of the Nature of Fixtures necessary for economically working and carrying on the Traffic of the Railway before the same is opened for Traffic, and to the Satisfaction of the Engineer of the South-western Company and the Engineer of the Company for the Time being, or, in case of Difference of Opinion between such Engineers respecting the same, to the Satisfaction of a neutral Engineer to be named by the Board of Trade on the Application of either Party; and the Contractor or Contractors for the Execution of the Railway, or any Portion thereof, shall be taken bound properly and efficiently to maintain the Railway or Portion thereof embraced in his or their Contracts during the Period of One Year from the opening of the said Railway for public Traffic.

3. In the event of any Additions or Extensions to Stations, Sidings, Offsets, and other Conveniences of the Railway after the opening thereof for Traffic being required in consequence of increased Traffic or otherwise, such Additions and Extensions, so far as the same are of a Description which usually and properly fall to be borne out of Capital, shall be provided by and at the Expense of the Company.

4. When and so soon as the Railway and Works connected therewith shall have been completed as aforesaid, and approved of by the Government Inspector as ready for being opened for public Traffic, the South-western Company shall take possession of the Railway, and shall work the whole Traffic of the same in perpetuity, and shall provide the necessary Rolling Stock and Plant of every kind, and all Servants for the Purpose of effectually working the said Traffic to the Satisfaction of the joint Committee of the Companies herein-after provided for; and the South-western Company shall also after the Expiry of One Year from the opening thereof, and in perpetuity thereafter, maintain the said Railway and Works in proper and sufficient Condition, and shall renew the same or any Part thereof when required, and shall defray the whole Expenses connected with such Working, Maintenance, and Renewal from and after the Expiry of the Obligation in that Behalf of the Contractor or Contractors before provided for.

5. The South-western Company shall be bound to run over the Railway between Greenock and Howood in connexion with Trains to and from Ayrshire at least One Morning and Evening Passenger Train each Way daily, and also to run from Ayrshire to Greenock at least Five Goods or Mineral Trains daily.

6. The South-western Company shall receive and they agree to accept Thirty per Cent. of the gross Receipts earned, realised, and levied for and in respect of the Traffic of the Railway worked by them as aforesaid as in full of all Expenses and Claims on account of Working, Maintenance, and Renewals of the Railway and Works and the other Obligations undertaken by them in this Agreement, and the remaining Seventy per Cent. of the said gross Receipts, less the Government Duty on Passengers (if accounted for to Government through the

the South-western Company), and the Expense of Cartages incurred in the Collection and Delivery of Goods and Parcels, shall be paid to the Company; declaring that the South-western Company shall be bound to free and relieve the Company of all Claims for Loss, Injury, or Damage of every kind arising from Accidents in the working of the Traffic, or from Fire from Locomotives, or arising in any Manner of Way out of such Possession and Working.

7. The South-western Company shall have the Power of selecting and appointing all Agents, Officers, Book-keepers, Booking and other Clerks, Servants, Porters, and other Persons employed at Stations on the Railway, or required for keeping in the Offices of the South-western Company in Glasgow the Accounts connected with the Traffic conveyed by them on the Railway, or employed in superintending and directing or conducting such Traffic, and in maintaining the Railway, and all such Officers, Clerks, Servants, and other Persons shall be paid by the South-western Company, and shall be exclusively under their Control.

8. The Company shall pay out of their Proportion of the gross Receipts of the Railway all public and Parish Burdens, including Poor Rates, County Rates, Prison Assessments, and all other Rates and Taxes that may be chargeable on the Railway, including the Government Duty on Passengers, and all Payments to be made for Land to be held by the Company in Feu or Lease, and all Interest on Money borrowed by them, and the Company shall have the Appointment and Control of and shall pay the Secretary, Treasurer, or other Officers and Servants employed by them in the Management of the Capital, Finance, and directorial Departments of their Undertaking.

9. The South-western Company shall collect and receive all Tolls, Rates, and Revenues due and payable for and in respect of the Traffic and the working of the Railway, and shall on the First Day of every Month make up a Statement of the gross Receipts during the preceding Month, and the Share thereof due and payable to the Company shall thereupon be paid over to the Directors for the Time being of the Company, or to their Treasurer or Secretary, or such Banker or other Person as the Directors of the Company shall direct and appoint.

10. For the Purposes of this Agreement, and with respect to the Tolls, Rates, and Charges on all Traffic passing on the Railway and the Glasgow and South-western Railway each Way between Greenock and Kilbirnie Station, or the Glengarnock Ironworks Junction, on the Glasgow and South-western Railway, or any other Point beyond the said Station or Junction, the Distance shall be held to be and shall be chargeable as Two and a Half Miles less than the actual Distance; and in apportioning the said Tolls, Rates, and Charges between the South-western Company and the Company this Deduction shall be borne by the South-western Railway Company.

11. Before the opening of the Railway or any Part thereof for public Traffic the Board of Directors of the South-western Company shall by Board Minute appoint Two of their Directors, and the Directors of the Company appointed by the general Shareholders shall in like Manner appoint Two of their own Number, who shall together constitute and be a Joint Committee for

superintending, watching, and developing the Working and Traffic of the Railway, with all such Powers of the said Companies respectively as may be necessary for carrying into effect the Purposes of this Agreement, the foresaid Directors of the said Companies respectively having Power at any Time by Minute to change the Members representing them in the said Committee, or to fill up any Vacancies which may from Time to Time occur therein; the Chairman of the said Joint Committee shall not have a Casting Vote, and all Differences of Opinion when the Committee shall be equally divided shall be referred to an Umpire, who shall be named by the Committee annually at the First Meeting held by them in each Year, and Three shall be a Quorum of the said Committee.

12. The South-western Company shall cause to be kept regular Books of Accounts of all Receipts and Payments and other Transactions of or in relation to the Traffic of the Railway, and shall permit the Directors and Secretary of the Company for the Time being, or any other Person duly authorized by the Directors of the Company, to have free Access to and to inspect such Books of Accounts and all other Documents relating to the Traffic of the Railway at all seasonable Times.

13. The Capital to be contributed by the South-western Company shall be payable to and exigible by the Company by the same Calls as are made on the ordinary Shareholders.

14. There shall be Ten Directors of the Company, Three of whom shall be appointed by the South-western Company so long as they hold One hundred and seventy-five thousand Pounds of the Share Capital of the Company, and if they shall hold Two hundred and fifty thousand Pounds thereof they shall be entitled to nominate Five Directors, and the other Seven or Five Directors, as the Case may be, shall be elected by the Shareholders of the Company other than the South-western Company.

15. The South-western Company shall convey and forward all Traffic interchanged or passing between the Railway and the Glasgow and South-western Railway, or the Bridge of Weir Railway, and vice versâ, in the same Manner and with the same Facilities, and for Payment of the same Tolls, Rates, and Charges, as if the Railway formed Part of the Undertaking of the South-western Company, such Tolls, Rates, and Charges being divisible between the Company and the South-western Company according to Mileage, but subject always to the special Provision contained in Article 10 hereof.

16. The Wemyss Bay Railway Company and the Caledonian Railway Company shall be at liberty to form a Junction between their respective Lines or either of them and the Railway on such Terms and Conditions as may be mutually agreed upon between them and the Company.

17. The Parties bind and oblige themselves to implement and fulfil the whole Heads, Articles, and Provisions of this Agreement, each to the other, under the Penalty of Five thousand Pounds, to be paid by the Party failing to the Party performing or willing to perform the same over and above Performance.

18. All

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

Lastly. The Parties hereto consent to the Registration hereof, and of any Orders, Awards, or Decrees Arbitral to follow hereon for Preservation and Execution. In witness whereof these Presents written by John Tucker, Clerk to Messrs. Waterlow and Sons, Law Stationers, London, upon this and the Seven preceding Pages, are subscribed, together with a Duplicate hereof, by the Parties hereto as follows; viz., by the said James Johnston Grieve and Neil Robson, Two of the First Parties, both at Westminster, upon the Fifth Day of April in the Year One thousand eight hundred and sixty-five, before these Witnesses, Mathew Anderson, Writer, Glasgow, and Alexander Pattison, Clerk to Morrisons and Anderson, Writers, Glasgow; by the said Second Party, their Corporate Seal being also hereto affixed, that is to say, by Robert Barclay and James Rodger, both Merchants in Glasgow, Two of the Directors of the said Second Party, both at Glasgow, upon the Eighteenth Day of the same Month and Year, before these Witnesses, James Kerr, Law Clerk to the Glasgow and South-western Railway Company, and John Morton, Transfer Clerk to the said Company; and by the said John Dickie, the other of the said First Parties, at Kilmarnock, upon the Sixteenth Day of May in the Year foresaid, before these Witnesses, Duncan McIntyre and James Wilson, both Clerks to Messrs. D. R. and T. B. Andrews, Writers, Kilmarnock; this Testing Clause, after the Words "In witness whereof," being written by James Douglas, Clerk to the said Morrisons and Anderson.

M. ANDERSON, Witness.
ALEX. PATTISON, Witness.
D. McINTYRE, Witness.
JAMES WILSON, Witness.
JNO. MORTON, Witness.
JAMES KERR, Witness.

JAs J. GRIEVE.
NEIL ROBSON.
ROBT. BARCLAY, Director.
JAMES RODGER, Director.
JOHN DICKIE.

Seal of the Glasgow and South-western Railway Company.

W. J. WAINWRIGHT, Secretary.

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