ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

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Cap. clx.

An Act for making a Railway from the *Glasgow, Paisley, and Greenock* Railway to *Wemyss Bay* in the County of *Renfrew*, and a Pier and Roads in connexion therewith; and for other Purposes.

[17th *July* 1862.]

WHEREAS the making of a Railway from the *Glasgow, Paisley, and Greenock* Railway, which forms Part of the Undertaking of the *Caledonian* Railway Company, to *Wemyss Bay*, with a Pier at *Wemyss Bay*, and Roads connecting the said proposed Railway and Pier with each other and with the Turnpike Road from *Greenock* to *Kelly Bridge*, all in the County of *Renfrew*, would be of great local and public Advantage: And whereas the Persons hereinafter named, together with others, are willing, at their own Expense, to carry such Undertaking into execution, and it is expedient that they should be incorporated for that Purpose: And whereas the said proposed Railway and other Works may be beneficially worked in connexion with the Railways of the *Caledonian* Railway Company, and that Company are willing to work the same, and it is expedient that Provision should be made for that Purpose, and also with regard to the Interchange of Traffic on the said respective Lines of Railway: And whereas the *Caledonian* Railway Company are desirous and it is expedient that they should be enabled to subscribe to the proposed Undertaking, and to take and hold Shares

Shares therein; 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. In citing this Act for any Purpose whatever it shall be sufficient to use the Expression "The *Greenock and Wemyss Bay* Railway Act, 1862."

8 & 9 Vict. cc. 17., 19., and 33., 23 & 24 Vict. c. 106., and 10 & 11 Vict. c. 27. incorporated.

2. "The Companies Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation (*Scotland*) Act, 1845," shall, so far as the same are not hereby expressly varied, be incorporated with and shall form Part of this Act; and Sections 1 to 10 inclusive, 12, 13, 20 to 23 inclusive, 25 to 30 inclusive, 32 to 58 inclusive, 61 to 80 inclusive, 83 to 92 inclusive, 94, 96, 99, 100, 102, and 103, of "The Harbours Docks and Piers Clauses Act, 1847," shall, so far as the same are not hereby expressly varied, be incorporated with and shall form Part of this Act, and shall apply to the Pier by this Act authorized to be made: Provided always, that in construing the Provisions of "The Railways Clauses Consolidation (*Scotland*) Act, 1845," as incorporated with this Act the Expression "the Railway" shall comprehend and mean the Roads as well as the Railway authorized by this Act: Provided also, that the Company shall not be bound to keep the Pier by this Act authorized open, or to allow the same to be used, upon any Days on which Trains shall not be run on the Railway by this Act authorized: Provided further, that Sections 77 and 78 of "The Harbours, Docks, and Piers Clauses Act, 1847," as incorporated with this Act, shall be read as if the Commissioners of the *Cumray* Lights, appointed under the Act 29 *George* II., Chapter 20, were named or referred to in those Sections in place of the Commissioners of the Northern Lights.

Subscribers incorporated

3. *James Scott*, *Alexander Struthers Finlay*, *Alexander Ronaldson*, *James Stewart*, *David Law*, and *George Martin*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively shall be and are hereby united into a Company for the Purpose of making and maintaining the Railway, Pier, and Roads herein-after described and all proper Works and Conveniences connected therewith; and for that Purpose such Company shall be incorporated by the Name of "The *Greenock and Wemyss Bay* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession

cession and a Common Seal, and shall have Power to purchase, acquire, and hold Lands and Heritages for the Purposes of the Undertaking, subject to the Provisions of this Act and the Acts incorporated herewith.

Capital.

4. The Capital of the Company shall be One hundred and twenty thousand Pounds Sterling, and shall be applied only to the Purposes authorized by this Act.

Number and Amount of Shares.

5. The Number of Shares into which the Capital shall be divided shall be Twelve thousand, and the Amount of each Share shall be Ten Pounds.

Calls.

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

Power to borrow on Mortgage.

7. It shall be lawful for the Company from Time to Time to borrow on Mortgage, and if paid off again to borrow, any Sums not exceeding in the whole the Sum of Forty thousand Pounds; but no Part of the said Sum shall be borrowed until the whole of the said Capital of One hundred and twenty thousand Pounds shall have been subscribed for and One Half thereof shall have been actually paid up, and until the Company shall have proved to the Sheriff, who is to certify under the Provisions contained in the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," that the whole of the said Capital has been subscribed for *bonâ fide* and is held by the Subscribers or their Executors, Administrators, or Assignees, and for which such Subscribers, or their Executors, Administrators, or Assignees, are legally liable; provided always, that the Sums to be borrowed as aforesaid shall be applied only to the Purposes authorized by this Act.

Arrears may be enforced by Appointment of Judicial Factor.

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

Interest not to be paid on Calls paid up.

9. 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 Interest or Dividend on the Amount of the Calls made in respect of the Shares held

held by him in the Capital by this Act authorized; provided always, 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 Company's Capital.

10. 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.

First and subsequent General Meetings.

11. The First Ordinary Meeting of the Company shall be held within Three Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly in the Months of *February* or *March* and *August* or *September*; and all Ordinary Meetings of the Company shall be held in *Glasgow*.

Quorum of General Meetings.

12. The Quorum of every General Meeting of the Company shall be Eight Shareholders, present personally or by Proxy, holding in the aggregate not less than Three thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

13. The Number of Directors shall be Five, and the Qualification of a Director shall be the Possession in his own Right of not less than Fifty Shares in the Capital of the Company.

Power to reduce Number of Directors.

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

First Directors.

15. *James Scott*, *Alexander Struthers Finlay*, *Alexander Ronaldson*, and *James Stewart* shall be the First Directors of the Company.

First Election of Directors.

16. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting of the Company to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, shall elect Five Directors, any of the Directors appointed by this Act being eligible.

Future Elections of Directors.

17. At the Ordinary Meetings of the Company held in the Month of *August* or *September* in the Year One thousand eight hundred and sixty-three, and in every Year thereafter, the Shareholders present, personally or by Proxy, shall elect a Person or Persons to supply the Place of the Director

Director or Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," contained; and the Person or Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be a Director or Directors until another or others be elected in his or their Stead, in manner provided by the last-mentioned Act.

Quorum of Directors.

18. The Quorum of a Meeting of Directors shall be Two.

Periods for balancing and inspecting Account Books of Company.

19. The Periods to which the Books of Accounts of the Company shall be brought to a Balance shall be the Thirty-first Day of *January* and the Thirty-first Day of *July* in each Year, and the Periods during which Shareholders of the Company shall be entitled to the Inspection of such Books shall be Fourteen Days before and Fourteen Days after each of the Ordinary Meetings of the Company.

Domicile of Company and Newspaper for Advertisements.

20. The Domicile of the Company shall be held to be in the City of *Glasgow*; and all Notices relating to the Affairs of the Company required to be given by Advertisement shall be inserted in at least One Newspaper published in that City.

Power to execute Works and acquire Lands.

21. Whereas Plans and Sections of the Railway, Pier, and Roads, as originally proposed, showing the Lines and Levels thereof and the Lands through which the same were intended to pass, 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 said Lands, were deposited for public Inspection in the Offices in *Paisley* and *Greenock* respectively of the Principal Sheriff Clerk of the County of *Renfrew*, on or before the Thirtieth Day of *November* One thousand eight hundred and sixty-one: And whereas Plans and Sections of a Deviation of the said Railway, and of a Pier and Roads in connexion with the said Deviation (in lieu of those in connexion with the Line of Railway as originally proposed), showing the Lines and Levels of the said Deviation and of the said substituted Pier and Roads, and the Lands through which the same are intended to pass, together with a Book of Reference to such last-mentioned Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such last-mentioned Lands, were deposited for public Inspection in the same Offices on or before the Thirty-first Day of *March* One thousand eight hundred and sixty-two: It shall be lawful for the Company, with the Powers of Deviation and other Powers, and subject to the Provisions contained in this Act and in the Acts herewith incorporated, to make and maintain the Railway herein-after described, and all proper Works and Conveniences in connexion therewith, in the Line and according to the Levels delineated and defined on the first above-mentioned Plans and Sections as altered by the second above-mentioned Plans and Sections, and upon the Lands delineated on the said respective Plans and described

in the Books of Reference thereto; and to make and maintain the Pier and Roads herein-after described, and all proper Works and Conveniences in connexion therewith respectively, in the Lines and according to the Levels delineated and defined on the second above-mentioned Plans and Sections, and upon the Lands delineated on the last-mentioned Plans and described in the Book of Reference thereto; and to enter upon, take, and use such of the said respective Lands as they may find necessary for these several Purposes: Provided always, that it shall not be lawful for the Company to make the Pier or the Roads delineated on the first above-mentioned Plans, nor that Portion of the Railway delineated thereon for which the Deviation delineated on the second above-mentioned Plans is substituted as aforesaid, nor to enter upon, take, or use any Lands for the Purposes of the Works which they are hereby restrained from executing.

Description of Works.

22. The Railway, Pier, and Roads to be made and maintained under the Authority of this Act shall be the following; (that is to say,)

First, a Railway commencing by a Junction with that Part of the Undertaking of the *Caledonian* Railway Company known as the *Glasgow, Paisley, and Greenock* Railway, at or near a Point in the Parish of *Port Glasgow* between the Point where that Railway is carried across *Mary Street* of *Port Glasgow* and the Point where the said Railway is carried across the Stream called *Devol Burn* or *Devol Glen Burn* and terminating at or near a Point on the Lands of *Kelly* in the Parish of *Innerkip* and Subdivision Parish of *Skelmorlie*, about Three Quarters of a Furlong South-eastward from the Inn at *Wemyss Bay*, and on the East Side of the Turnpike Road leading from *Greenock* to *Kelly Bridge*:

Secondly, a Pier commencing at or near a Point on the said Lands of *Kelly*, about One hundred and eighty-five Yards Southward from the said Inn at *Wemyss Bay* on the West Side of the said Turnpike Road, and extending into the Sea about One hundred and thirty Yards Westward from the said Point of Commencement of the said Pier:

Thirdly, Two Roads to connect the said Railway and Pier with each other and with the said Turnpike Road, the One commencing at or near a Point between the said Turnpike Road and the North Approach to *Kelly House*, about One hundred and forty Yards North-eastward from the said Inn at *Wemyss Bay*, and terminating at a Point on the East Side of the said Turnpike Road about One hundred and twenty Yards Southward from the said Inn, and the other commencing on the West Side of the said Turnpike Road, about One hundred and forty-five Yards Southward from the said Inn, and terminating at the said Point of Commencement of the said Pier.

23. In

Power to deviate in Construction of Pier and Roads.

23. In making the Pier and Roads by this Act authorized, the Company may deviate laterally to any Extent not exceeding the Limits of Deviation delineated on the Plans deposited as aforesaid, and vertically to any Extent not exceeding Five Feet.

Power to alter Engineering Works.

24. Notwithstanding anything in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line and Levels of any Arch or Arches, Tunnels or Viaducts, described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered; and they may also substitute any other Engineering Work, not shown on those Plans or Sections, instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board, upon due Inquiry, that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation (*Scotland*) Act, 1845."

Regulating Junction with Glasgow, Paisley, and Greenock Railway.

25. The Junction of the Railway with the *Glasgow, Paisley, and Greenock* Railway shall be made and completed at the Sight and to the Satisfaction of the Engineer for the Time being of the *Caledonian* Railway Company, and according to a Plan to be approved of by such Engineer previously to the Commencement of the Works connected with such Junction, or in case of Difference between such Engineer and the Engineer of the Company then according to a Plan to be approved of previously to the Commencement of such Works by the Board of Trade or any Engineer to be appointed by that Board.

Restricting Interference with that Railway and with Lands of Caledonian Railway Company.

26. Except so far as necessary for the Purpose of making and maintaining the Railway and the said Junction in the Manner hereinbefore provided, it shall not be lawful for the Company to enter upon, purchase, or take any Lands belonging to the *Caledonian* Railway Company, or to alter the Line or Levels of the *Glasgow, Paisley, and Greenock* Railway, or otherwise to interfere therewith or with any of the Works thereof, without the Consent in Writing of the *Caledonian* Railway Company first had and obtained.

27. The

Signals to be erected to prevent Danger at Point of Junction with Glasgow, Paisley, and Greenock Railway.

27. The *Caledonian* Railway Company may from Time to Time erect and may maintain such Signals and other Works and Conveniences, and may appoint and remove such Watchmen, Switchmen, and other Persons, as may be necessary for the Prevention of Danger or Obstruction to or Interference with Traffic at or near the Junction of the Railway with the *Glasgow, Paisley, and Greenock* Railway, and the working and Management of such Signals, Works, and Conveniences shall be under the exclusive Control and Regulation of the *Caledonian* Railway Company; and all the Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences shall at the End of every Half Year be repaid by the Company to the *Caledonian* Railway Company; and in default of such Repayment the Amount of such Costs and Expenses may be recovered from the Company by the *Caledonian* Railway Company in any Court of competent Jurisdiction: Provided always, that whenever any Dispute shall arise between the said Two Companies as to the Necessity for any such Signals, Works, or Conveniences, such Dispute may, at the Instance of either Company, be referred to the Board of Trade; and if the Board of Trade shall determine that the Signal, Work, or Convenience which is the Subject of Dispute is unnecessary for the Prevention of Danger or Obstruction to or Interference with Traffic at or near the said Junction the Company shall not be liable for any Costs or Expenses with respect to the erecting or maintaining of such Signal, Work, or Convenience, anything herein-before contained to the contrary notwithstanding.

Inclination of a certain Road.

28. It shall be lawful for the Company, in carrying the Road herein-after mentioned under the Railway, to make the Inclination of the said Road such as they may think fit, provided such Inclination be not steeper than that herein-after specified; (that is to say,)

Number on deposited Plans second above mentioned.	Parish.	Description.	Inclination.
10	Innerkip - -	Parish Road -	1 in 10

Regulating the Dimensions of a certain Bridge.

29. It shall be lawful for the Company, in carying the Railway over the Parish Road numbered on the said deposited Plans 8 in the Parish of *Port Glasgow*, to make the Arch of the Bridge of such Dimensions as they may think fit, provided that the Width thereof be such as to leave thereunder a clear Space of not less than Fifteen Feet, and that the clear Height thereof from the Surface of the Road be not less than Eleven Feet Six Inches: Provided always, that if at any Time after the Construction of the Railway the Span of the Bridge carrying

the

the *Glasgow, Paisley, and Greenock* Railway over the Road numbered on the deposited Plans 8 in the Parish of *Port Glasgow* shall be increased beyond its present Span, then the Company shall be bound at their own Expense to increase the Span of the Bridge authorized by this Act to be constructed by them over the said Road to the same Extent as the Span of the said Bridge carrying the *Glasgow, Paisley, and Greenock* Railway over the said Road shall have been increased.

A certain Footpath may be crossed on the Surface.

30. It shall be lawful for the Company to carry the Railway, by not more than Two Lines of Railway, across and on the Level of the Footpath numbered on the said deposited Plans 198 in the Parish of *Innerkip*.

Trains not to be shunted over level Crossing.

31. It shall not be lawful for the Company in shunting Trains to pass any Train over the said level Crossing or to allow any Train, Engine, Truck, or Carriage to stand across the same.

Pier to be constructed on Line approved by Admiralty.

32. The Pier shall be constructed by the Company only on such a Line as the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral, shall previously approve of, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty.

Plans to be submitted to Admiralty before Commencement of Pier.

33. Previously to commencing the Pier or the Works connected therewith the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the said Pier and Works connected therewith for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain and Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Pier and Works shall be constructed only in accordance with such Approval; and when any such Pier or Works shall have been commenced or constructed it shall not be lawful for the Company at any Time to alter or extend the same without obtaining, previously to making any such Alteration or Extension, the like Consent or Approval; and if any such Pier or Works shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Admiralty may order local Survey at Expense of Company.

34. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Works affecting tidal Waters abandoned may be removed by Admiralty at Company's Expense.

35. If any Work to be constructed by the Company in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River or Access thereto shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Lands for extraordinary Purposes.

36. The Company may purchase by Agreement and hold any Quantity of Land for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," not exceeding in the whole Three Acres.

Powers for compulsory Purchases limited.

37. 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.

Period for Completion of Works.

38. The said Railway, Pier, and Roads shall be completed within Four Years from the passing of this Act; and on the Expiration of that Period the Powers by this Act and the Acts incorporated herewith granted to the Company for executing the said Railway, Pier, and Roads shall cease to be exercised, except as to so much thereof as shall then have been completed.

Confirming Agreement with Sir M. R. S. Stewart, Bart.

39. And whereas the Railway is intended to pass through the entailed Estates of *Greenock* and *Ardgowan*, now belonging to Sir *Michael Robert Shaw Stewart* of *Greenock* and *Blackhall*, Baronet, and an Agreement in reference thereto, bearing Date the Twenty-fifth Day of *February* and Twenty-fifth and Twenty-seventh Days of *March* One thousand eight hundred

hundred and sixty-two, has been entered into between the said Sir *Michael Robert Shaw Stewart* of the First Part and *Alexander Struthers Finlay* Esquire of *Castle Toward* and *James Scott* Esquire of *Kelly*, Two of the Provisional Directors of the Company, on behalf of the Company, of the Second Part: The said Agreement shall be and is hereby confirmed and declared binding on the said Sir *Michael Robert Shaw Stewart* and on the Company respectively: Provided always, that all Monies (except Feu Duties and Premiums of Insurance) which by the said Agreement are covenanted to be by the Company paid to or deposited in Bank for behoof of the said Sir *Michael Robert Shaw Stewart* and the Heirs of Entail succeeding to him in the said Estates shall be paid and applied according to the Directions and in the Manner prescribed by "The Lands Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Purchase Money or Compensation coming to Parties having limited Interests: Provided also, that in the event contemplated by the said Agreement of the Amount of Compensation which would have been claimable from the Company in respect of the said entailed Estates if the said Agreement had not been entered into, as the same shall be ascertained by Valuators in manner specified in the last-mentioned Act, exceeding the Amount of Compensation payable by the Company as fixed by the said Agreement, the said Sir *Michael Robert Shaw Stewart* shall forthwith pay into One of the said Banks a Sum equal to the Amount of such Excess, to be applied under the Authority of the Court of Session as aforesaid.

As to Agreement between Shaws Water Company and this Company.

40. And whereas the Railway is intended to intersect the Property and Works of the *Shaws Water* Joint Stock Company, incorporated by the Act of Parliament Sixth *George* the Fourth (Local), Chapter One hundred and six, and an Agreement in reference thereto, dated the Fourth, Fourteenth, Seventeenth, and Twenty-fifth Days of *April* and Third Day of *May* Eighteen hundred and sixty-two, has been entered into between that Company of the First Part and the said *Alexander Struthers Finlay* and *James Scott* on behalf of the Company of the Second Part: Therefore the said Agreement shall be and is hereby confirmed and declared binding on the said *Shaws Water* Joint Stock Company and on the Company respectively.

Tolls.

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

In respect of Goods and Minerals.

First, in respect of all Articles, Matters, and Things conveyed in or upon Carriages, Waggons, or Trucks upon the Railway, or any Part thereof, as follows:

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile One Penny Halfpenny; and if conveyed

veyed in or upon Carriages, Waggons, or Trucks, belonging to or provided by the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Coal, Coke, Culm, Charcoal, and Cinders, Stones for building, pitching, or paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone, calcined or raw, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile One Penny Halfpenny; and if conveyed in or upon Carriages, Waggons, or Trucks belonging to or provided by the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Sugar, Grain, Corn, Flour, Hides, Dye Woods, Earthenware, Timber, Staves and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile Twopence Halfpenny; and if conveyed in or upon Carriages, Waggons, or Trucks belonging to or provided by the Company an additional Sum *per* Ton *per* Mile of One Penny Halfpenny:

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

For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile Sixpence; and if weighing more than One Ton, Sixpence *per* Mile for the first Ton 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 Passengers and Animals.

Secondly, in respect of Passengers and Animals conveyed in or upon Carriages or Truck upon the Railway, or any Part thereof, as follows:

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

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

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

42. The

Tolls for propelling Power.

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

Limiting Charges for Conveyance of Passengers.

43. It shall not be lawful for the Company to demand any greater Sum in respect of the Carriage of Passengers conveyed on the Railway 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 for locomotive Power, and all other Charges incidental to such Conveyance.

Passengers Luggage.

44. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twelve 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.

Restriction as to Charges not to apply to Special Trains.

45. 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 Railway, but shall apply only to the Express and Ordinary Trains to be appointed from Time to Time by the Company.

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

46. It shall not be lawful for the Company to demand in respect of the Conveyance on the Railway 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, Waggons, or Trucks, and for locomotive Power, and all other Charges incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods at any terminal Station of such Goods, and for Delivery and Collection and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, than the several Sums herein-after mentioned; (that is to say,)

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

For Coal, 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 weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile Sixpence; and if weighing more than One Ton, Sixpence *per* Mile for the First Ton 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:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, *per* Mile Fourpence:

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

For every Calf, or other Animal herein-before classed therewith, *per* Mile Three Farthings.

Definition of terminal Station.

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

Company may take increased Charges by Agreement.

48. Nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Articles, Matters, or Things, or of Animals, 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 or Special Trains, or by reason of any other special Service performed by the Company in relation thereto.

Tolls for small Parcels and Articles of great Weight.

49. With respect to small Parcels (that is to say, Packages not exceeding Five hundred Pounds in Weight each,) and single Articles of great Weight, the Company may, notwithstanding the other Rates of Toll prescribed by this Act, demand and recover Tolls not exceeding the following; (that is to say,)

For the Carriage of 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; exceeding Fifty-six Pounds but not exceeding One Hundredweight, Two Shillings; and any Sum not exceeding One Shilling for every Hundredweight beyond One Hundredweight up to Five Hundredweight: Provided always, that Articles sent in large aggregate Quantities, although made up

of

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 the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which including the Carriage shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they shall think fit, not exceeding Sixpence *per* Ton *per* Mile:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which including the Carriage shall exceed Eight Tons, the Company may demand such Sum as they shall think fit.

Pier Rates for Persons, Articles, and Animals.

50. It shall be lawful for the Company to demand and recover in respect of all Persons, Articles, and Animals landed upon or embarked from the said Pier, any Rates not exceeding the following; (that is to say,)

For every Person, Threepence:

For Dung, and the other Articles, Matters, and Things herein-before classed therewith, *per* Ton Eightpence:

For Coal, and the other Articles, Matters, and Things herein-before classed therewith, *per* Ton Eightpence:

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

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

For every Carriage of whatever Description, not weighing more than One Ton, One Shilling:

For every Carriage of whatever Description weighing more than One Ton One Shilling and Sixpence:

For every Horse Eightpence:

For every Bull, Cow, Ox, Mule, Pony, or Ass, Threepence:

For every Calf, Sheep, Lamb, Swine, or other small Animal, One Penny.

Pier Rates.

51. It shall be lawful for the Company to demand and recover any Rates, not exceeding the following, in respect of all Vessels arriving at or departing from or remaining at the said Pier; that is to say, in respect of any Vessel Three Farthings *per* registered Ton on each such Arrival or Departure; and in respect of any Vessel remaining at the said Pier for a longer Period than Four Hours Fourpence *per* registered Ton for each Period of Twenty-four Hours or fractional Part of such Period that such Vessel may so remain after the First Four Hours.

52. It

Cranage and Weighing Rates.

52. It shall be lawful for the Company to demand and recover, in respect of the Use of Cranes or other Machinery or Appliances for shipping, landing, or otherwise moving any Article, Matter, or Thing, on the said Pier, and in respect of weighing any Article, Matter, or Thing landed thereon or shipped therefrom, any Rates not exceeding the following; (that is to say,)

For each Hoist not exceeding One Ton, Sixpence; exceeding One Ton and not exceeding Two Tons, One Shilling; exceeding Two Tons, such Rate as the Company may think fit.

Regulations as to the Tolls, Rates, and Charges.

53. The following Provisions and Regulations shall be applicable to the fixing of the several Tolls, Rates, and Charges by this Act granted; (that is to say,)

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

For a Fraction of a Mile beyond Four Miles or beyond any greater Number of Miles the Company may demand Tolls and Charges for such Fraction in respect of Passengers as for an entire Mile; and in respect of Animals, Articles, Matters, and Things in proportion to the Number of Quarters of a Mile contained in such Fraction, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile:

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

With respect to all Articles, Matters, and Things except Stone and Timber the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber shall be deemed One Ton Weight, and so in proportion for any smaller or greater Quantity.

Company and Caledonian Company to give equal Treatment in Relation to Rates, &c.

54. The Company and the *Caledonian* Railway Company, so long as they shall work the said Line, shall be bound to give equal Treatment in accordance with the Provisions of "The Harbour, Docks, and Piers Clauses Act, 1847," and "The Railways Clauses Consolidation (*Scotland*) Act, 1845," in relation to Rates, and otherwise to all Persons, Animals, and Goods using the Pier, or the Companies Railways, whether they use both Pier and Railways or only one or other of them.

55. It

Caledonian Company to contribute Funds and hold Shares.

55. It shall be lawful for the *Caledonian* Railway Company and they are hereby required to contribute and apply their Funds towards the Undertaking to the Amount of Thirty thousand Pounds, and to take and hold Shares in the Company to an Extent corresponding to that Amount; and, except as herein-after expressly provided, they shall in respect of such Shares have all the Powers, Rights, and Privileges and be subject to all the Obligations and Liabilities of Proprietors of Shares in the Company; provided always, that the Shares so held by the *Caledonian* Railway Company shall not be transferable by them.

Power to Caledonian Company to raise Money for that Purpose by Creation of Shares.

56. It shall be lawful for the *Caledonian* Railway Company, with the Consent of Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at any Extraordinary Meeting of that Company to be convened for the Purpose, from Time to Time to raise, in addition to the Sums which they are or may be authorized to raise by any other Act of Parliament, any further Sums of Money not exceeding in the whole the Sum of Thirty thousand Pounds, by the Creation and Issue of new Shares or Stock bearing, if the said Company shall at such Meeting so resolve, a preferential Dividend of such Amount as the said Company may then appoint not exceeding Five Pounds *per Centum per Annum*, which Sum shall be applied only towards enabling the said Company to contribute to the Undertaking by this Act authorized and to pay the Amount due and to become due in respect of the Shares therein to be held by them as aforesaid, and shall be raised subject to the like Conditions and Restrictions as to the maximum Amount of each Call and the Interval between the successive Calls as are prescribed by "The *Caledonian* Railway Act, 1845," in relation to the Capital thereby authorized to be raised; and the new Shares or Stock created by the *Caledonian* Railway Company by virtue of this Act shall become Part of the general Capital of that Company: Provided always, that any Priority of Dividend which may be granted in respect of such new Shares or Stock in pursuance hereof shall not prejudice or affect any Guarantee, Preference, or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been granted by the said Company in pursuance of or which may have been created or confirmed by any previous Act of Parliament, or which may be otherwise lawfully subsisting.

Dividends on those Shares, how to be paid.

57. The said new Shares or Stock shall be entitled to the preferential Dividend (if any) which may have been appointed by the *Caledonian* Railway Company as aforesaid out of the Profits of that Company for each Year, commencing on the First Day of *February*, in priority to the Ordinary Shares in the said Company; but if in any such Year there shall not be Profits available for the Payment of the full Amount of such preferential Dividend for that Year, the Deficiency or any Part thereof shall not be made good out of the Profits of any subsequent Year or out of any other Funds of the said Company.

Certain Conditions to be stated on Certificates of Shares.

58. The Terms and Conditions to which any Preference Shares created under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificate of every such Preference Share.

Confirming Traffic and working Agreement with the Caledonian Company.

59. Whereas an Agreement bearing Date the Thirty-first Day of *March* and First and Second Days of *April* One thousand eight hundred and sixty-two, of which a Copy is contained in the Schedule to this Act, has been entered into between the Provisional Directors of the Company and the *Caledonian* Railway Company in relation to the Construction and Maintenance of the Railway and other Works by this Act authorized, the working and Management of the Traffic thereon, the fixing and Apportionment between the said Companies of Tolls, Rates, and Charges, and other Matters in connexion therewith, and it is expedient that the said Agreement should be sanctioned: The said Agreement shall be and the same is hereby sanctioned and confirmed, and shall be as valid and obligatory upon the Company and the *Caledonian* Railway Company respectively as if those 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 *Caledonian* Railway Company respectively and they are hereby required to implement and fulfil all the Provisions and Stipulations in the said Agreement contained.

While Railway worked under Agreement, Glasgow, Paisley, and Greenock Railway to be deemed Part of the Railway.

60. While and so long as the Railway shall be worked by the *Caledonian* Railway Company under the Agreement by this Act confirmed, in estimating the Amount of Toll or Charge in respect of Traffic conveyed partly on the Railway and partly on the *Glasgow, Paisley, and Greenock* Railway for a less Distance than Four Miles, Tolls and Charges may be taken as for Four Miles, and the Portion of the *Glasgow, Paisley, and Greenock* Railway over which the said Traffic shall have been conveyed shall be deemed Part of the Railway, and during the Period aforesaid no other Short-distance Charge shall be made in respect of Traffic so conveyed.

Power of decennial Revision to Board of Trade.

61. It shall be lawful for the Board of Trade, if they think fit, on the Expiration of Ten Years from the Date of the last-mentioned Agreement, and on the Expiration of every Period of Ten Years from the Time when any Revision thereof shall be made by them in manner herein provided, to cause the said Agreement to be revised, and if the Board of Trade shall be of opinion that the public Interests are injuriously affected by any of the Terms and Conditions of the said Agreement, they shall have Power to require that such Modification may be made thereon as shall appear to them proper and necessary for removing Injury to the Public, and such Modification shall be made accordingly.

62. The

Public Notice of such Revision.

62. The Company, previously to the Board of Trade proceeding with any such Revision, shall give such public Notice thereof as that Board may prescribe.

Agreement not to affect other Parties.

63. Neither the said Agreement nor any Revision thereof under this Act shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Company or the *Caledonian* Railway Company shall for the Time being be authorized to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding such Agreement or Revision thereof, be entitled to the Use and Benefit of the Railways to which such Agreement relates upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges as they would have been in case no such Agreement had been entered into.

Saving Rights of Caledonian Railway Company.

64. Nothing in this Act contained shall alter, prejudice, or diminish any of the Rights, Powers, Privileges, or Authorities vested in the *Caledonian* Railway Company in virtue of the Acts relating to such Company or to the *Glasgow, Paisley, and Greenock* Railway, excepting in so far as expressly provided and declared by this Act.

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

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

Sum deposited pursuant to Standing Orders not to be repaid, except in certain Events.

66. Whereas, pursuant to the Standing Orders of both Houses of Parliament and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Nine thousand six hundred Pounds, being Eight Pounds *per Centum* upon the Amount of the Estimate in respect of the Railway and other Works authorized by this Act, has been deposited in Bank in the Name and with the Privity of the Queen's Remembrancer of the Exchequer in *Scotland*, in respect of the Application to Parliament for this Act: Be it enacted, That notwithstanding anything contained in the said Act of the Ninth Year of Her present Majesty, the said Sum of Nine thousand six hundred Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as is herein-after mentioned, be paid to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the

Period

Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by the Company by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railway 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 Nine thousand six hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Nine thousand six hundred Pounds if the Company shall not, within the Time limited for the Completion of the said Railway, either open the said Railway for the public Conveyance of Passengers or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by the Company by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest thereof shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said Act of the Ninth Year of Her present Majesty to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid shall respectively be sufficient Evidence of the Facts so certified.

67. Nothing

Saving Rights of the Crown.

67. 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 exercisable 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 exercisable by the Queen's Majesty, Her Heirs or Successors.

Expenses of Act.

68. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, and in any way preparatory or incidental thereto shall be paid by the Company.

SCHEDULE.

THIS AGREEMENT, entered into and executed by and between James Scott, Esq., of Kelly, James Lamont Esq. of Knockdow, Alexander Struthers Finlay, Esq., of Castle Toward, Member of Parliament, Charles Wilsone Swinfen Broun, Esquire, residing at Swinfen Hall, Staffordshire, Robert Macfie, Esq., of Airds, and Alexander Ronaldson, Merchant in Glasgow, any Two of them being a Quorum, the Committee of Management or Provisional Directors of the Greenock and Wemyss Bay Railway Company, of the First Part, and the Caledonian Railway Company, incorporated by "The Caledonian Railway Act, 1845," of the Second Part; witnesseth, That whereas the First Parties applied to Parliament in the present Session for an Act to authorize the making and maintaining of a Railway and all proper Works and Conveniences connected therewith, commencing by a Junction with that Part of the Undertaking of the Caledonian Railway Company known as the Glasgow, Paisley, and Greenock Railway at or near a Point in the Parish of Port Glasgow between the Point where that Railway is carried across Mary Street of Port Glasgow and the Point where the said Railway is carried across the Stream called Devol Burn, or Devol Glen Burn, and terminating at or near a Point on the Lands of Wemyss in the Parish of Innerkip and Subdivision Parish of Skelmorlie, about Half a Furlong Westward from the Point of Junction of Cliff Terrace Road with Wallace Road; as also a Pier, commencing at or near a Point on the said Lands of Wemyss, about Three Quarters of a Furlong South-westward from the last-mentioned Terminus of the said proposed Railway, nearly opposite the Villa belonging to Major General Swinburne, and extending into the Sea to a Point about Eighty-five Yards Westward from the said Point of Commencement of the said Pier; as also Two Roads in connexion with the said proposed Railway, both commencing at or near the last-mentioned Terminus thereof, the one terminating at or near the landward Terminus of the said proposed Pier and the other terminating at or near the Junction of the said Cliff Terrace Road with the Turnpike Road leading from Greenock to Kelly Bridge, to be called "The Greenock and Wemyss Bay Railway;" and for incorporating a Company for making, maintaining, working, and using the said Railway, Pier, Roads, and other Works: And whereas the said First Parties have since given Notice of their Intention to apply to Parliament in the present Session for leave to make Provision in the said Act for altering the said Railway, Pier, and Roads in manner herein-after described, viz. (first), for making a Deviation of the said proposed Railway, commencing at or near a Point thereon in the Parish of Innerkip about Two Furlongs North-west from the Farmsteading of Finnockbog and terminating at or near a Point on the Lands of Kelly in the Parish of Innerkip and Subdivision Parish of Skelmorlie, about Three Quarters of a Furlong South-eastwards from the Inn at Wemyss Bay, and on the East Side of the Turnpike Road leading from Greenock to Kelly Bridge, which Deviation is intended to be in lieu of that Portion of the proposed Railway as described in the said Bill which extends from the above-mentioned Point of Commencement of the said Deviation to the Terminus of the said Railway, as

described

described in the said Bill on the Lands of Wemyss about Half a Furlong Westward from the Junction of Cliff Terrace Road with Wallace Road; (second), a Pier commencing at or near a Point on the said Lands of Kelly, about 185 Yards Southwards from the said Inn at Wemyss Bay, on the West Side of the said Turnpike Road, and extending into the Sea about 130 Yards Westward from the said Point of Commencement of the said Pier, which Pier is intended to be in lieu of the proposed Pier as described in the said Bill; (third), for making Two Roads to connect the said Railway and Pier as altered with each other and with the said Turnpike Road, the one commencing at or near a Point between the said Turnpike Road and the North approach to Kelly House, about 140 Yards North-eastwards from the said Inn at Wemyss Bay, and terminating at a Point on the East Side of the said Turnpike Road about 120 Yards South of the said Inn, and the other commencing on the West Side of the said Turnpike Road about 145 Yards Southwards from the said Inn, and terminating at the Point of Commencement of the said Pier, which Deviation Line of Railway and now proposed Pier and Works connected therewith respectively will be situate partly in the Parish of Innerkip and partly in the Parish of Innerkip and Subdivision Parish of Skelmorlie, all in the County of Renfrew: And whereas at the Request of the said First Parties the said Caledonian Railway Company have agreed to become joint Petitioners for the said Bill, and, on being authorized by Parliament so to do, to subscribe and contribute towards the Capital required for the Formation of the said Railway, Pier, Roads, and other Works to the Extent and on the Conditions and Provisions after mentioned, and have also agreed, upon the Construction and Completion of the said Railway, Pier, and other Works, to work the said Railway, and levy the Dues and conduct the Traffic on said Pier and on said Railway, all upon the Terms and Conditions herein-after specified: And whereas the said First Parties have full Powers from the Shareholders in the said proposed Company to enter into and complete Agreements for the Purposes aforesaid: And whereas the Parties hereto, with reference to the Act of Parliament applied for as aforesaid, and in anticipation of its being obtained, and of its containing enabling Powers to the Caledonian Railway Company to contribute as aforesaid, and to enter into this Agreement, so far as such Powers are requisite, have covenanted and agreed in manner following: Therefore the said Parties do hereby covenant and agree to and with each other, and bind and oblige themselves, in manner herein-after written, viz.:—

FIRST.—The Share Capital of the proposed Greenock and Wemyss Bay Railway Company shall be 120,000*l.*, consisting of 12,000 Shares of 10*l.* each, and the Capital Stock of the said proposed Company shall be taken up and subscribed for by the said First Parties and their Friends to the Extent of 90,000*l.*; and the said Caledonian Railway Company shall contribute towards the Stock of the said Company, and hold in perpetuity with all the ordinary Privileges of Shareholders the Sum of 30,000*l.* of the said Capital Stock, but that only under the Conditions, Stipulations, and Provisions after written; and the borrowing Powers of the said proposed Company shall be limited to 40,000*l.*

SECOND.—That the Tolls, Rates, and Charges to be inserted in the proposed Act of Parliament shall be the same as the Tolls, Rates, and Charges, and Short-distance Clause, specified and contained in the Caledonian Railway Act, 1845, (except as to small Parcels and Terminals,) or if any Modification thereof shall be made and inserted in the said proposed Act the same shall only be done with the express Advice and Consent of the said Second Parties; and

and the Tolls, Rates, and Charges to be levied under the said Act shall be fixed and regulated by the Joint Committee to be named under the said Act.

THIRD.—That the said Greenock and Wemyss Bay Railway Company, so soon as they have obtained their Act of Parliament for the Construction of the said Railway, Pier, Roads, and other Works, or as soon as conveniently may be thereafter, shall proceed to make, construct, and complete, at their own Expense, in a good, sufficient, substantial, and workmanlike Manner, and without the Adoption of Timber Bridges or Culverts, unless in the Case of some of the Bridges carrying private Roads over the Railway, the said Railway, Pier, Roads, and other Works, and the said Railway shall be constructed as a Single Line, but upon Land to be taken for a Double Line, and the Over Bridges shall be constructed for a Double Line; and the said Railway shall be laid with Rails 24 Feet long and of a Weight not less than Seventy-five Pounds to the Lineal Yard, fish-jointed, and with Larch Sleepers placed at not a greater Distance than Three Feet from each other, the Sleepers at the Joints being 12 Inches by 6 Inches at the small End, and the intermediate Sleepers 10 Inches by 5 Inches, and with no greater Deviation from the said Line, as laid down and delineated on the deposited Parliamentary Plans and Sections, than what are authorized by the Public Acts relating to Railways in Scotland, together with all such Stations, Station Masters Houses, Plate Layers and Gate Keepers Cottages, Goods Sheds, Engine Sheds, Water Tanks supplied with Water, with the necessary Works and Arrangements for affording a permanent Supply thereof, Sidings, Off-sets, Loading Banks, Turning Tables, Cranes at Stations, Weighing Machines, Stationary Signals, Wires, and Telegraphic Apparatus, and all other Furnishings and Conveniences of the Nature of Fixtures required for economically working and carrying on the Traffic of the said Railway and Pier, before the same are opened for Traffic and to the Satisfaction of the Engineer of the Caledonian Railway Company for the Time being, or, in case of any Difference of Opinion between him and the Engineer of the Company respecting the same, to the Satisfaction of a competent neutral Engineer to be named by the Board of Trade on the Application of either Party.

FOURTH.—That, from and after the Opening of the said Railway to the Public for Traffic, the Greenock and Wemyss Bay Railway Company shall and will maintain the same and the said Pier and other Works, and the whole Stations, Buildings, Works, and Conveniences connected therewith, in good and complete Order to the Satisfaction of the Engineer of the Caledonian Railway Company for the Time being, or, in the event of Difference in Opinion between him and the Engineer of the Company, to the Satisfaction of a competent neutral Engineer to be mutually agreed upon by the Parties, or, in the event of not agreeing upon such Referee, to the Satisfaction of an Engineer to be named by the Board of Trade upon the Application of either Party.

FIFTH.—That in the event of any Additions or Extensions to Stations, Sidings, Off-sets, and other Conveniences of the said Railway and Pier, after the Opening of the Line, in consequence of increased Traffic or otherwise, being found to be necessary or expedient for the proper Working of the said Traffic, such Additions and Extensions may be provided by and at the Expense of the Parties by mutual Arrangement.

SIXTH.—When and so soon as the said Greenock and Wemyss Bay Railway, Pier, and Roads shall have been completed as aforesaid, approved of by the Government

Government Inspector, and opened to the Public for Traffic, the Caledonian Railway Company shall take possession of the said Railway, Pier, and Roads, for the Purpose of working the same, in perpetuity, and shall provide the necessary Rolling Stock and Plant of every Kind for the Purpose of effectually working the Traffic coming to or upon the same.

SEVENTH.—That the said Caledonian Railway Company shall have the Power of selecting and appointing all Agents, Officers, Book-keepers, Booking and other Clerks, Servants, and Porters and others employed at Stations on the said Railway or required for keeping in the Offices of the Caledonian Railway Company in Glasgow the Accounts connected with the Traffic conveyed by them, or employed in superintending and directing or actually engaged in conducting such Traffic, and the said Parties shall be paid by the Caledonian Railway Company and shall be exclusively under their Control; and the Greenock and Wemyss Bay Railway Company shall in the same Manner have the Appointment and Control of and shall pay the Secretary, Treasurer, or other Officers and Servants required by them in the Management of the Capital, Finance, and Directorial Departments of their Undertaking, and in maintaining the said Railway, Pier, and other Works; and the said Greenock and Wemyss Bay Railway Company shall also bear and make good the Damage through any Part of its Line or Works failing or giving way, or through any Defect in the Maintenance of the permanent Way; the Caledonian Railway Company, on the other hand, shall bear the Loss and Damage arising from defective Plant or Mismanagement in the working of the Line.

EIGHTH.—That the Cost of working the Traffic upon the said Railway and Pier and of the Stock and Plant to be provided by the said Caledonian Railway Company as aforesaid shall be borne and defrayed by the said Caledonian Railway Company, in respect whereof the said Caledonian Railway Company shall be entitled from Time to Time to receive and retain for their own Use 50*l.* out of every 100*l.* of the gross Amount of Money earned, realized, and levied on the said Railway and Pier, until from Time to Time the said gross Receipts shall so far exceed 8,000*l.* in the Year as, at 45*l.* per Cent. thereof, to yield for the said working a Sum not less than 4,000*l.*, in which Case 45*l.* out of every 100*l.* of the said gross Receipts shall be received and retained by the Caledonian Railway Company for the said working, instead of 50*l.* per Cent. as aforesaid, and the Remainder of the said gross Receipts shall belong to the Greenock and Wemyss Bay Railway Company.

NINTH.—That out of the said Greenock and Wemyss Bay Railway Company's Share of the gross Receipts there shall be paid by them, (first), the whole Charges and Expenses of maintaining the said Railway, Pier, and other Works, and also all Public and Parish Burdens, including Poor's Rates, County Rates, Prison Assessment, and Taxes generally that may be chargeable upon the said Railway and Pier in respect of the said Line and Works, also the Government Duty on Passengers, and all Payments, if any, to be made for Land to be held by the said Greenock and Wemyss Bay Railway Company, in Feu or Lease; (second), the "General Charges" to be incurred in conducting the ordinary directorial and financial Business of the Company; and (third), after providing for these Payments, One Fourth of the Balance shall belong to and be paid to the Caledonian Railway Company in respect of their said Contribution of 30,000*l.*, as further provided for in Article Fourteenth hereof;

hereof; and the remaining Three Fourths of the said Balance shall belong to the other Shareholders in said Greenock and Wemyss Bay Railway Company.

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

ELEVENTH.—That the Traffic on the said Railway and Pier, including the fixing of the Tolls, Duties, Rates, and Charges to be levied or taken in respect of the said Traffic, shall be managed and fixed by a Joint Committee consisting of Six Persons, Three of whom shall be named by the Board of Directors of the Caledonian Railway Company, and Three by the Directors of the said Greenock and Wemyss Bay Railway Company, the Caledonian Railway Company having the Appointment of the Chairman of said Committeee, but who shall have no Casting Vote; and all Differences of Opinion, where the Committee shall be equally divided, shall be referred to Arbitration, declaring that during the First Year of the Subsistence of this Agreement, Three Passenger Trains and One Goods Train each Way per Diem between Glasgow and Wemyss Bay at least shall be placed upon the said Railway; and should it afterwards be found by the Joint Working Committee that the Traffic warrants and requires it, an additional Number of Trains shall thereafter be placed upon the Line, but the Caledonian Railway Company shall be the sole Judges of the proper Times for starting the said Trains.

TWELFTH.—That the said Caledonian Railway Company shall cause to be kept regular Books of Accounts of all Receipts, Payments of Money, and other Transactions of or in relation to the Traffic of the said Greenock and Wemyss Bay Railway and Pier, and shall permit the Secretary of the said Railway for the Time being, or any other Party duly authorized by the Directors of the said Company during the Currency of this Agreement, to have free Access to and inspect such Books of Accounts and all other Documents relating to the Traffic of the said Railway and Pier at all reasonable Times.

THIRTEENTH.—That the said Sum of 30,000*l.*, to be contributed by the Caledonian Railway Company, shall be payable and exigible from them by the said First Parties by Three equal Instalments or Proportions, as follows; viz, the First Instalment of 10,000*l.* shall be payable by the Caledonian Railway Company under Deduction of any Deposits previously paid thereon, so soon as but not until after the remaining Shareholders in the Company shall have paid in respect of their Shares and expended on the said Undertaking a Sum which, with the Deposits previously paid thereon, shall amount in the whole to 20,000*l.*; the Second Instalment of 10,000*l.* shall be payable by the said Caledonian Railway Company so soon as but not until after the Sum of 40,000*l.* shall have been so paid up in respect of their Shares by the remaining Shareholders and expended on the said Undertaking; and the Third Instalment of 10,000*l.* shall be payable by the Caledonian Railway Company so soon as but not until after the Sum of 60,000*l.* shall have been so paid up or raised by the remaining Shareholders and expended on the said Undertaking, declaring that, notwithstanding the Postponement of the Periods at which the said Three

Sums

Sums of 10,000*l.* each are made payable by the Caledonian Railway Company, the Caledonian Railway Company shall pay Interest at the Rate of Four per Centum per Annum on such Portions of the entire Sum payable by them as shall correspond to the Calls made upon the other Shareholders from the Date or Dates of such Calls.

FOURTEENTH.—That in respect of the Payment of the said 30,000*l.* of Capital and the other Provisions above written, the Caledonian Railway Company shall, in perpetuity, have Right to One Fourth Part or Share, neither more nor less, of the net Revenue as defined in Article Ninth hereof of the proposed Company, whatever may be their Expenditure in making the intended Railway, Pier, and Works connected therewith or otherwise; and the said First Parties shall be bound to provide for all Excess of Cost beyond the Amount of Capital above specified necessary for completing the said Undertaking; and the Interest or Dividend payable in respect of the said Excess of Expenditure, and the Interest on all Money borrowed, shall form a Charge on the remaining Three Fourths of the net Revenue of the said Company, but that, subject to the above Condition, the proposed Company may borrow on Mortgage of the whole of the proposed Undertaking any Sum not exceeding 40,000*l.*

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

SIXTEENTH.—That the whole Expenses incurred or to be incurred by the Caledonian Railway Company as Joint Promoters of the Bill, or in regard to the Adjustment and carrying out of this Agreement, are to be borne by the Promoters of the Greenock and Wemyss Bay Railway Company in the event of the Bill passing; and in the event of the same being lost, the whole Expenses of promoting the said Bill, including as above, shall be borne by the Promoters other than the Caledonian Railway Company.

SEVENTEENTH.—The said Parties bind and oblige themselves to implement and fulfil the whole Heads, Articles, and Provisions hereof to each other, under the Penalty of 5,000*l.*, and which shall be payable as by way of ascertained and liquidate Damages consequent on the Breach of this Agreement, and not by way of Penalty, with Interest at the Rate of Five per Cent. from the Date of said Breach of Agreement having been committed.

EIGHTEENTH.—All Differences which may arise between the Parties hereto respecting the true Meaning or Effect of this Agreement, or the Mode of carrying the same into operation shall from Time to Time, so often as any such Questions or Differences shall arise, be referred to Arbitration in Terms of The Railways Clauses Consolidation (Scotland) Act, 1845; and the Provisions with respect to the Settlement of Disputes by Arbitration contained in such Act shall be held to be incorporated with this Agreement, and be operative in the same Manner as if they were verbatim inserted herein.

LASTLY.—The Parties hereto consent to the Registration hereof in the Books of Council and Session, or others competent for Preservation, and that all Execution needful may pass hereupon in form as effeirs, and thereto constitute their Procurators, &c. In witness whereof these presents, down to and inclusive of the Words "In witness whereof," on the Twentieth Line from the Top of this Page, are written on this and the Eleven preceding Pages of stamped Paper, by

by James Anderson, Clerk to Messrs. Hope and Mackay, Writers to the Signet, Edinburgh; and under the Declaration that the Words "per Diem," on the Twenty-eighth Line from the Top of Page Ninth hereof, were deleted before Subscription, are, together with the marginal Addition upon Page Ninth hereof, also written by the said James Anderson, subscribed and sealed, together with a Duplicate thereof, as follows; viz., by Thomas Hill, Registrar of Sasines, Glasgow, and John Ross, junior, Merchant, Glasgow, Two of the Directors, and Archibald Gibson, Secretary of the said Caledonian Railway Company, for behoof thereof, and sealed with the Common or Corporate Seal of the said Caledonian Railway Company, all at Glasgow, upon the Thirty-first Day of March Eighteen hundred and sixty-two Years, before these Witnesses, William Tarbet Provand and Henry Thomas Dodds, both Clerks in the Offices of the Caledonian Railway Company in Glasgow, and by the said James Scott and Alexander Ronaldson, being Two and a Quorum of the said Committee of Management or Provisional Directors, and James Keyden, Secretary of the said Greenock and Wemyss Bay Railway Company, on behalf thereof, as follows; viz., by the said Alexander Ronaldson at Glasgow, upon the First Day of April and Year last-mentioned, before these Witnesses, Robert MacLean and John Kerr, both Clerks to Messieurs Strang Keyden & Sons, Writers in Glasgow; and by the said James Scott and James Keyden, also at Glasgow, the Second Day of said Month of April and Year last mentioned, before these Witnesses, the said Robert MacLean and John Kerr, declaring that these Presents, from and after the Words "In witness whereof," on the Twentieth Line from the Top of this Page, are written by the said William Tarbet Provand, say, are subscribed by the said James Scott and Alexander Ronaldson, being Two and a Quorum of the said Committee of Management or Provisional Directors, and James Keyden, Secretary of the said Greenock and Wemyss Bay Railway Company, on behalf thereof, on the Dates and before the Witnesses before mentioned.

(Signed) Robert MacLean, Witness. John Kerr, Witness.	(Signed)	James Keyden, Secy. James Scott.
Robert MacLean, Witness. John Kerr, Witness.		Alex. Ronaldson.
W. T. Provand, Witness. Henry Thos. Dodds, Witness.		Tho. Hill. John Ross, Junr. Arch. Gibson, Secy.

Seal of the Caledonian Railway Company.

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