ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. cccviii.

An Act to provide for a complete Union of the Undertakings of the *North British* and *Edinburgh and Glasgow* Railway Companies by Amalgamation; and for other Purposes.

[5th *July* 1865.]

WHEREAS by "The *North British*, *Edinburgh*, *Perth*, *and Dundee*, and *West of Fife* Railways Amalgamation Act, 1862," (in this Act called "the Amalgamation Act, 1862,") the *North British* Railway, the *Edinburgh*, *Perth*, *and Dundee* Railway, and the *West of Fife* Railway and Harbour Companies were amalgamated and incorporated by the Name of "The *North British* Railway Company: And whereas the *Edinburgh and Glasgow* Railway Company were incorporated by "The *Edinburgh and Glasgow* Railway Consolidation Act, 1852:" And whereas the *North British* Railway and *Edinburgh and Glasgow* Railway by their Junctions at *Edinburgh*, *Dunfermline*, and elsewhere form continuous Lines of Railway, and can be worked with more Advantage to the Public and to the *North British* and *Edinburgh and Glasgow* Railway Companies (herein-after called "the Two Companies") if the said Undertakings were placed under One Management and Control, so that the most thorough Interchange of Traffic to and from all Places on their respective Undertakings be secured: And whereas

25 & 26 Vict. c. clxxxi.

the Undertaking of the *Monkland* Railways Company is connected with that of the *Edinburgh and Glasgow* Railway Company, and it is expedient that Provision should be made with respect to the Undertaking of the *Monkland* Railways Company in the event of that Company becoming united with the *Edinburgh and Glasgow* Railway Company by Amalgamation: And whereas it is expedient that Provision should be made for effecting a complete Union of the Undertakings of the Two Companies, either alone, or jointly with that of the *Monkland* Railways Company, by Amalgamation: And whereas the Objects aforesaid 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 of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

26 & 27 Vict. c. 92. incorporated.

1. Part V. of "The Railways Clauses Act, 1863," relating to Amalgamation, is hereby incorporated with this Act.

Edinburgh and Glasgow Railway Company dissolved, and their Undertaking amalgamated.

2. The *Edinburgh and Glasgow* Railway Company shall (except for the Purposes herein-after mentioned) be dissolved on the First Day of *August* One thousand eight hundred and sixty-five, and on and from that Day (which is herein-after referred to as the Date of Amalgamation) the Undertaking of the *Edinburgh and Glasgow* Railway Company shall be transferred to and amalgamated with the Undertaking of the *North British* Railway Company.

Certain Provisions of the Edinburgh and Glasgow Acts repealed.

3. On and from the Date of Amalgamation the Provisions of the several Acts of Parliament relating to the *Edinburgh and Glasgow* Railway Company with respect to the several Matters following shall be repealed; (that is to say,) with respect to the General Meetings of the Company, and the Exercise of the Right of voting by the Shareholders, and with respect to the Appointment and Rotation of Directors, and the Appointment of Auditors, except in so far as requisite for the Administration and Distribution of the Revenue Account accruing and owing up to the said Date.

Interpretation of Terms.

4. Unless there be something in the Subject or Context repugnant to such Construction, the Expression "the Company" as herein-after used shall denote the *North British* Railway Company after the Amalgamation therewith of the *Edinburgh and Glasgow* Railway Company under the Authority of this Act; the Expression "the *North British* Railway Company" shall denote the *North British* Railway Company as it was before and up to the Date of Amalgamation; the Expression "the dissolved Company" shall denote the *Edinburgh and Glasgow* Railway Company; and the Expression "the

"the Two Companies" shall denote the *North British* Railway Company and the *Edinburgh and Glasgow* Railway Company.

Mortgages and Bonds of separate Companies to be a Charge on united Undertaking.

5. The Debts and Liabilities as well of the *North British* Railway Company as of the dissolved Company, secured on Mortgage or Bond, which at the Date of Amalgamation shall be subsisting, shall then become and be a Charge upon the united Undertaking of the Company, but subject and without Prejudice to the Right of the several Holders of such Mortgages and Bonds respectively to a Priority of Charge upon the respective Undertakings upon which at the Date of Amalgamation they shall be severally a Charge (which Charge shall, notwithstanding the Amalgamation, continue to be in operation and in force so long as such Mortgages or Bonds respectively shall be subsisting), and to all the Rights, Privileges, and Remedies belonging or incident to such Mortgages and Bonds respectively; provided that all Mortgages and Bonds issued after the Date of Amalgamation by the Company, whether under the Powers of any Act relating to the *North British* Railway Company or of any Act relating to the dissolved Company, and whether by way of Renewal or otherwise, shall be issued by and in the Name of the Company, and shall be a Charge upon the united Undertaking, without any Priority *inter se* on account of Date of Creation or otherwise.

Provisions of 15 & 16 Vict. c. cix. as to funded Debt repealed.

6. The Provisions in "The *Edinburgh and Glasgow* Railway Consolidation Act, 1852," as to funding the Debt of the *Edinburgh and Glasgow* Railway Company, and as to such funded Debt, contained in the Sections of that Act numbered from 20 to 28, both inclusive, are hereby repealed, but subject and without Prejudice to anything done before the Date of Amalgamation under or by virtue of the said Provisions.

Holders of funded Debt of dissolved Company to be Holders of Debenture Stock of the Company.

7. At the Date of Amalgamation the several Persons and Corporations who are then respectively Holders of funded Debt of the dissolved Company shall instead thereof become and be Proprietors of the like Amount of Debenture Stock of the Company, and such Debenture Stock shall bear the same Rate of Interest as the funded Debt for which it is substituted.

Certificates of funded Debt of dissolved Company to be exchanged to Certificates of Debenture Stock of Company.

8. At and after the Date of Amalgamation any Holder of funded Debt of the dissolved Company who shall deliver the Certificate of such funded Debt at the principal Office of the Company shall receive instead thereof a Certificate of an equal Amount of Debenture Stock of the Company, and until such Delivery and Exchange the Certificates of such funded Debt shall respectively have the same Effect

Effect as if they purported to be Certificates of the like Amount of such Debenture Stock.

Power to create Debenture Stock.

9. The Company may create and issue Debenture Stock for the Purpose of paying off Monies due from either Company on Mortgage or Bond at the Date of Amalgamation, or of raising Monies which either Company had the Power to raise by Mortgage or Bond but had not raised.

All Proprietors of Debenture Stock to have the Remedies provided by Part III. of 26 & 27 Vict. c. 118. against the united Undertaking.

10. All Proprietors of Debenture Stock of the Company, whether created by the *North British* Railway Company before the Date of Amalgamation, or substituted under the Provisions of this Act for funded Debt of the dissolved Company existing at the Date of Amalgamation, or created under the Powers of this Act, shall have and may enforce against the Company and the united Undertaking all such Rights, Powers, and Remedies as are conferred upon the Holders of Debenture Stock by Part III. of "The Companies Clauses Act, 1863."

Shares and Stock of dissolved Company to become Shares or Stock of the Company.

11. All Preference or Guaranteed Shares or Stock of the *Edinburgh and Glasgow* Railway Company at the Date of Amalgamation (including those of the *Monkland* Railways Company, in the event of that Company being amalgamated with the *Edinburgh and Glasgow* Railway Company,) shall become Preference or Guaranteed Shares or Stock of the Company, with the same Amount of Preferential or Guaranteed Dividends and other Privileges, and the said Shares or Stocks shall rank along with the Preference Shares or Stock of the *North British* Railway Company in Priority of Claim for Payment according to the respective Dates of their Creation or Preference, as shown in Schedule (A.) hereunto annexed; and the Ordinary Shares or Stock of the *Edinburgh and Glasgow* Railway Company at the Date of Amalgamation, and also the Six *per Cent.* Preference Stock to be issued to the Proprietors of the Ordinary Stock of the *Monkland* Railways Company (in the event of that Company being amalgamated with the *Edinburgh and Glasgow* Railway Company) shall become Preference Shares or Stock of the Company; but the said Ordinary Shares or Stock of the *Edinburgh and Glasgow* Railway Company shall be kept separate from the other Stocks of the Company, and are herein-after referred to as *Edinburgh and Glasgow* Preference Stock.

As to Monies due to or from dissolved Company on Revenue

12. All Monies belonging or due to the dissolved Company upon Revenue Account at the Date of Amalgamation shall be Assets of that Company, and all Sums due from the dissolved Company upon Revenue Account at the Date of Amalgamation shall, as between

that

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Payment of the additional Rent reserved to the *Silloth Bay* Railway and Dock Company under "The *North British* Railway, *Silloth* Railway and Dock Lease, Act, 1862:"

Fifth, in increasing rateably the Dividends upon the *Edinburgh and Glasgow* Preference Stock and all the said Ordinary Shares or Stocks and the said Rent until the Dividend paid upon the *Edinburgh and Glasgow* Preference Stock shall be at the Rate of Five Pounds *per Centum per Annum*, and the Dividend paid on the *North British* Ordinary Stock shall be at the Rate of Three Pounds Ten Shillings *per Centum per Annum*, and the Dividends upon the said other Ordinary Shares or Stocks shall bear the same Proportion to the Dividend upon the *North British* Ordinary Stock as is provided in the Amalgamation Act, 1862:

Sixth, in further increasing the Dividends upon all the said Ordinary Shares or Stocks and the said Rent until the Dividend upon the *North British* Ordinary Stock shall be at the Rate of Four Pounds *per Centum per Annum*, and the Dividends upon the said other Ordinary Shares or Stocks shall bear the same Proportion thereto as is aforesaid:

Seventh, in further increasing the Dividends upon the *Edinburgh and Glasgow* Preference Stock and all the said Ordinary Shares or Stocks to such Amount as may be declared by the Company, and the said Rent, and also (if the Dividend upon the *North British* Ordinary Stock shall exceed the Rate of Four Pounds *per Centum per Annum*) in Payment of the additional Rent reserved to the *Port Carlisle* Dock and Railway Company under "The *North British* Railway (*Port Carlisle* Railway and Dock Lease) Act, 1862," and the Dividends payable upon the *North British Jedburgh* Preference Shares under the 13th Section of "The *North British* and *Jedburgh* Railways Amalgamation Act, 1860;" but so that the Rate of Dividend paid upon the *Edinburgh and Glasgow* Preference Stock shall be always One Pound *per Centum* more than the Rate of Dividend paid upon the *North British* Ordinary Stock, and the Rate of Dividend upon the other Ordinary Shares or Stocks shall bear the same Proportion to the Rate of Dividend upon the *North British* Ordinary Stock as is provided in the Amalgamation Act, 1862:

Provided always, that all such of the said Preference Shares or Stocks as are specially charged upon any particular Part of the Undertaking of either Company, or the Dividends upon which are payable out of the Revenues of any particular Part of the Undertaking of either Company, shall, after and notwithstanding the Amalgamation, remain chargeable upon the same Part of the Undertaking, and the Dividends thereon be payable out of the same Revenues, and no other, as before the Amalgamation.

15. Nothing

that Company and the Company, be Debts of the dissolved Company, and the dissolved Company shall continue to exist for the Purpose of enforcing Payment of, receiving, and administering such Assets and paying such Debts as if this Act had not been passed, and the Directors of the dissolved Company at the Date of Amalgamation and the Survivors of them shall continue to be such Directors for these Purposes, and when all Claims on the said Revenue Account are discharged shall divide the Balance remaining on the said Account among the Holders of *Edinburgh and Glasgow* Preference and Ordinary Stock according to their several Rights and Interests therein.

Account at the Time of the Amalgamation.

13. All Monies belonging or due to the *North British* Railway Company upon Revenue Account at the Date of Amalgamation shall, notwithstanding the Amalgamation, be Assets of that Company, as if no Amalgamation had taken place; and all Sums due from the *North British* Railway Company upon Revenue Account at the Date of Amalgamation shall, as between that Company and the Proprietors in the Capital of that Company, prior to the Date of Amalgamation, be Debts of the said Proprietors, and shall be paid or provided for out of Revenue accruing previous to the Date of Amalgamation, before any Dividend is declared or paid therefrom.

As to Monies due to or from North British Railway Company on Revenue Account at the Time of Amalgamation.

14. From and after the Date of Amalgamation the net Profits of the Company available for Dividend shall in every Half Year be divisible amongst the several Proprietors of Stock and Shares in the Company in the following Order and Proportions; (that is to say,)

As to Division of net Profits.

First, in Payment of the Preference Dividends on the several Classes of Stock and Shares specified in Schedule (A.) to this Act, in the Order of Priority according to the respective Dates of Creation or Preference therein specified:

Second, in Payment of the Preference Dividend to the Proprietors of the Ordinary Stock of the *Monkland* Railways Company at the Rate of Six Pounds *per Centum per Annum*, in the event of that Company being amalgamated with the *Edinburgh and Glasgow* Railway Company:

Third, in Payment of the Preference Dividends to the Proprietors of *Edinburgh and Glasgow* Preference Stock at the Rate of Four Pounds Ten Shillings *per Centum per Annum*:

Fourth, in Payment of Dividends upon the several Classes of Ordinary Shares or Stock in the *North British* Railway Company in the Proportions set forth in "The Amalgamation Act, 1862," until the Dividend paid upon the Stock in that Act, and herein-after called *North British* Ordinary Stock, shall be at the Rate of Three Pounds *per Centum per Annum*, and also in

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Maximum Charges.

23. The maximum Charges, Tolls, or Rates which the Company may demand with respect to Traffic conveyed on the *Edinburgh and Glasgow* Railway or on the *North British* Railway, or partly over the *Edinburgh and Glasgow* Railway and partly over the *North British* Railway, shall be as follows; (that is to say,)

With respect to the several Articles, Matters, and Things specified in Section 1 of Schedule (B.) to this Act, conveyed over the said Railways from *Glasgow* to *Edinburgh* or *Leith* or from *Leith* or *Edinburgh* to *Glasgow*, the maximum Charges specified in Section 1 of the said Schedule:

With respect to the several Articles, Matters, and Things specified or referred to in Section 2 of Schedule (B.) to this Act, conveyed for a greater Distance than Fifteen Miles over the *Edinburgh and Glasgow* Railway only, or partly over that Railway and partly over the *North British* Railway, the maximum Rates *per* Mile specified in Section 2 of the said Schedule:

With respect to all Articles, Matters, and Things conveyed on the *Edinburgh and Glasgow* Railway, or any Part thereof, except as aforesaid, the same maximum Charges or Rates which the *Edinburgh and Glasgow* Railway Company might lawfully have charged if this Act had not been passed:

With respect to the several Articles, Matters, and Things specified in Section 3 of Schedule (B.) to this Act, conveyed over the *North British* Railway, or any Part thereof, the maximum Rates and Tolls specified in Section 3 of the said Schedule:

With respect to all Articles, Matters, and Things conveyed on the *North British* Railway, or any Part thereof, except as aforesaid, the same maximum Charges or Rates which the *North British* Railway Company might lawfully have charged if this Act had not been passed.

Passengers Luggage.

24. Every Passenger travelling upon the *North British* Railway or *Edinburgh and Glasgow* Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Defining certain Expressions in this Act.

25. The Expression "the *Edinburgh and Glasgow* Line," as herein-after used, shall mean the Main Line of the *Edinburgh and Glasgow* Railway between *Edinburgh* and *Glasgow*, and the Line between *Polmont* and *Larbert Junction*; the Expression "the Central Main Line," as herein-after used, shall mean the Main Lines of the

Scottish Central Railway Company between the Junctions thereof with the *Edinburgh and Glasgow* Railway at *Greenhill* and *Larbert Junction* respectively, and the Junction thereof with the *Scottish North-eastern* Railway at *Perth*, and between *Perth* and *Dundee* and *Newtyle*; and the Expression "Central Traffic," as herein-after used, shall mean Traffic of every Description passing or intended to pass from the *Edinburgh and Glasgow* Line, or any Part thereof, to the Central Main Line, or any Part thereof, or Places beyond, and *vice versâ*.

Company to grant Facilities to Scottish Central Railway Company.

26. The Company shall, in respect of Central Traffic, give all such Facilities as are usual or useful for the convenient working or Development of Railway Traffic, including, among other things, Through Booking, Through Tickets and Invoices, and, so far as may reasonably be required, Through Carriages and Waggons, and conveniently timed and arranged Trains, whether ordinary or special, as the Case may require, for the Reception, forwarding, Transmission, Conveyance, and Delivery of such Traffic, and shall accommodate, manage, and forward such Traffic, and give such Facilities as effectually, regularly, and expeditiously as if it were their own proper Traffic, or Traffic which they were desirous of cultivating to the utmost, and shall not give any Preference, Priority, or Advantage over it to any other Traffic, subject only to the Payment to them of the Proportion of Receipts from such Traffic as herein-after provided.

Traffic to be forwarded as consigned.

27. The Company shall forward all Central Traffic tendered to them by the *Scottish Central* Railway Company over such Portions of the *Edinburgh and Glasgow* Line as may from Time to Time be directed by the *Scottish Central* Railway Company, and all Traffic specially consigned by the Public as to be conveyed by the Central Main Line shall be sent by such Line.

Scottish Central Company may employ their own Clerks at Stations.

28. The *Scottish Central* Railway Company shall, as respects the Passenger Traffic comprehended in "Central Traffic" on the *Edinburgh and Glasgow* Line, be entitled to and may at their own Cost employ their own Clerks for booking such Traffic at any present or future Passenger Station or Stations on the *Edinburgh and Glasgow* Line, including the *Waverley Bridge* Station, and also (if used) the *Haymarket* Station at *Edinburgh*, and the Company shall provide the necessary Accommodation for such Clerks at such Station or Stations: Provided always, that such Clerks shall be subject to the Regulations of the Company from Time to Time in force at such Station or Stations, and the Payment for the Accommodation so provided

Saving Rents reserved on Leases.

15. Nothing in this Act contained shall be deemed to prejudice or affect any Rent reserved or granted upon or as the Consideration for the Lease of any Undertaking leased to either of the said Companies by or under the Provisions of any Act of Parliament heretofore passed.

Providing for Undertaking of Monkland Railways Company in case of their Amalgamation with the dissolved Company.

16. And whereas a Bill is now pending in Parliament to authorize an Amalgamation of the *Monkland* Railways Company with the dissolved Company: Therefore if such a Bill shall be passed into a Law the Amalgamation thereby authorized or enacted shall for the Purposes of this Act be deemed to have taken place before the Amalgamation of the dissolved Company with the *North British* Railway Company under this Act; and in construing this Act the Undertaking of the *Monkland* Railways Company shall be deemed Part of the Undertaking of the dissolved Company; and all Mortgages, Bonds, and funded Debt of the *Monkland* Railways Company shall be deemed Mortgages, Bonds, and funded Debt of the dissolved Company, and the Preference Shares or Stocks of the *Monkland* Railways Company shall be deemed Preference Shares or Stocks of the dissolved Company, and shall rank along with the Preference Shares or Stock of the *North British* Railway Company, in Priority of Claim for Payment, according to the Date of their Creation or Preference, in like Manner as other Preference Shares or Stocks of the dissolved Company; and in all other respects the Provisions of this Act shall apply to the Undertaking of the *Monkland* Railways Company as Part and Parcel of the Undertaking of the dissolved Company, subject nevertheless to the Provisions of the Act for amalgamating the *Monkland* Railways Company with the dissolved Company, so far as such Provisions are applicable and capable of being carried into effect.

Meeting to be called for electing Directors, and in the meantime the old Directors to continue.

17. Within One Month after the Date of Amalgamation the Company shall convene a Special Meeting of the Shareholders for the Appointment of Directors; and until the holding of such Meeting the Directors of the Two Companies at the Date of Amalgamation shall be the Directors of the Company, but at such Meeting all the said Directors shall go out of Office.

New Directors to be appointed at the Meeting.

18. At such Meeting the Shareholders present personally or by proxy shall appoint a new Body of Directors, consisting of not more than Fifteen Members, but the Directors then retiring from Office shall be eligible for Re-election.

Number of Directors.

19. It shall be lawful for the Company at the said Meeting or from Time to Time to reduce or increase the Number of Directors within

within the Limits of Six as the Minimum and Fifteen as the Maximum.

For Protection of the Edinburgh Water Company.

20. Nothing in this Act contained, or which may be done in pursuance hereof, shall prejudice, alter, or affect the Rights and Interests of the *Edinburgh* Water Company as defined in Section 61 of "The *Edinburgh and Glasgow* Railway Consolidation Act, 1852," and Section 19 of "The *Edinburgh* Water Company's Amendment Act, 1863," but all the Provisions and Enactments contained in those Sections shall remain in force and apply to the Company, as coming in place of the *Edinburgh and Glasgow* Railway Company, and to the *Edinburgh* Water Company respectively.

Tolls, &c. on Traffic conveyed on both Railways.

21. After the Date of Amalgamation the *Edinburgh and Glasgow* Railway and the *North British* Railway shall be deemed One Railway for the Purpose of computing Tolls and Charges with respect to Traffic of every Description conveyed partly on the one Railway and partly on the other; and with respect to any such Traffic conveyed for a less Distance than Six Miles the Company may demand such Toll or Charge as they think fit, not exceeding the Amount which they may lawfully demand for Traffic of the like Description conveyed for a like Distance on the *North British* Railway, under the Provisions of "The *North British* Railway Consolidation Act, 1858," or this Act.

As to Charges for Passengers.

22. It shall not be lawful for the Company to demand any greater Sum in respect of the Conveyance of Passengers from *Glasgow* to *Edinburgh*, or from *Edinburgh* to *Glasgow*, or for any intermediate Distance on the Route between these Terminal Stations, including the Charges for the Use of Carriages and locomotive Power, and all other Charges incidental to such Conveyance, than the following; *viz.*,

By Ordinary Trains, Six Shillings for each First-class Passenger, Four Shillings and Sixpence for each Second-class Passenger, and Three Shillings for each Third-class Passenger:

By Express Trains, Seven Shillings for each First-class Passenger, and Six Shillings for each Second-class Passenger:

And the Company shall be bound to issue Return Tickets entitling the same Passenger to be conveyed from *Glasgow* to *Edinburgh*, or from *Edinburgh* to *Glasgow*, and back, on the same Day, or (if the Ticket be issued on *Friday*) on the same Day or on the next succeeding *Saturday* or *Monday*, or (if the Ticket be issued on *Saturday*) on the same Day or on the next succeeding *Monday*, and in a Carriage of the same Class, at Rates not exceeding the following; *viz.*,

For each First-class Passenger, Ten Shillings;

For each Second-class Passenger, Eight Shillings; and

For each Third-class Passenger Four Shillings and Sixpence.

23. The

provided shall be determined by Agreement, or in case of Difference by Arbitration in manner herein-after mentioned.

Scottish Central Company may employ their own Agents for Goods Traffic.

29. The *Scottish Central* Railway Company shall, in respect of Goods, Mineral, and Live Stock Traffic comprehended in "Central Traffic," be at liberty, at their own Cost, to employ at any of the present or future Goods or Mineral Stations on the *Edinburgh and Glasgow* Line such Clerks or Agents as they may think proper for the Purpose of invoicing, collecting, delivering, and carting such Traffic, and for such Purpose may enter and use any such Station or Stations, subject nevertheless to the Regulations of the Company from Time to Time in force thereat; and the Company shall for the Cartage so performed, when the Rate charged for such Traffic includes Cartage, allow to the *Scottish Central* Railway Company an Amount *per* Ton equal to the average actual Cost *per* Ton of Cartage performed by the Company or their Agents at such Station or Stations.

Power to Scottish Central Company to fix Rates.

30. The *Scottish Central* Railway Company shall have Power to fix the Rates and Fares as respects all Central Traffic; and the Receipts arising from such Traffic shall, after Deduction of Government Duty, and the usual Terminals from Time to Time allowed by the Railway Clearing House, and such Terminals upon Coal and Lime and other Articles not regulated by the Clearing House as may be agreed upon, or in case of Difference fixed by Arbitration (which shall belong and be paid to the Companies respectively entitled thereto), and any Portion of Through Rate or Fare which may be due to other Railway Companies concurring in such Through Rate or Fare, be divided between the Company and the *Scottish Central* Railway Company by Mileage according to the actual Distance travelled over their respective Railways: Provided always, that the Company shall in no Case receive in such Division a less Sum *per* Mile of the Distance for which such Traffic shall be conveyed over their Railways than the following; *viz.*,

	Pence.	Decimal Parts of a Penny.
Passengers by Ordinary or Express Trains, First Class, each, *per* Mile - - -	1	·25
Passengers by Ordinary or Express Trains, Second Class, each, *per* Mile - - - -	0	·91
Passengers by Ordinary or Express Trains, Third Class and Parliamentary, each, *per* Mile - -	0	·60
Passengers by Excursion Trains, First Class, for single Journey, each, *per* Mile - - -	0	·54

Passengers

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	Pence.	Decimal Parts of a Penny.
Passengers by Excursion Trains in covered Carriages, single Journey, each, *per* Mile - -	0	·27
Passengers with Tourists Tickets, First Class, single Journey, each, *per* Mile - - -	1	·02
Passengers with Tourists Tickets, Second Class, single Journey, each, *per* Mile - - -	0	·73
Passengers with Tourists Tickets, Third Class, single Journey, each, *per* Mile - -	0	·37
Parcels, each, *per* Mile - - -	0	·05
Fish, *per* Ton *per* Mile - - - -	1	·60
Horses, if only One, *per* Mile - - -	1	·93
Ditto, if Two, *per* Mile - - -	2	·89
Ditto, if Three, *per* Mile - - - -	3	·85
Carriages, each, *per* Mile - - -	2	·03
Dogs, each, *per* Mile - - - -	0	·19
Goods and Minerals, average Rate *per* Ton *per* Mile	0	·80
Live Stock, *per* Truck *per* Mile - -	3	·00

Provided always, that at the Expiration of Five Years from the Commencement of this Act, and at the Expiration of every subsequent Period of Five Years, it shall be lawful for either Party to refer to Arbitration in manner herein-after provided whether any such Alteration has taken place in the Cost of working, or in the Charges made to the Public at the Time, as would justify any Alteration in the minimum Amount *per* Mile to be paid to the Company as aforesaid, and if the Arbitrator so think fit it shall be lawful for him to make such Alteration therein as he shall think proper: Provided also, that if the Company shall with respect to any Central Traffic between any Place on the *Edinburgh and Glasgow* Line on the one hand, and any Place on the Central Main Line or beyond on the other hand, or Traffic competitive therewith, quote by any Route whatever a Rate or Fare which (after Deduction of Government Duty, Terminals, and Payments to other Companies as aforesaid,) would, if divided by the Mileage over the *Larbert* Route, give a lower Rate or Fare *per* Mile than the minimum Rate or Fare herein-before specified with respect to such Traffic, such lower Rate or Fare *per* Mile shall be the Amount payable to the Company on Central Traffic of the same Description between the same Places, in lieu of the Minimum herein-before provided, unless the Rate or Fare so quoted shall have been rendered necessary by the *Scottish Central* Railway Company themselves quoting between the same Places and with respect to the same Description of Traffic a lower Rate or Fare than aforesaid; and in such last-mentioned Case the Rate or Fare payable to the Company

Company with respect to such Central Traffic shall be the Minimum herein-before provided.

Facilities not to be given for Traffic sent by a circuitous Route.

31. It shall not be necessary for or incumbent on the Company to grant any of the Facilities or Advantages herein-before provided in respect of any Traffic sent by any unreasonably circuitous or inconvenient Route, and any Difference which may arise in respect to this Provision shall be settled by Arbitration in manner herein-after provided; but the Route from *Edinburgh* to *Perth* and *Dundee* and Places North thereof, and *vice versâ* by *Larbert*, shall not be held an unreasonably circuitous or inconvenient Route.

Running Powers over Edinburgh and Glasgow Line.

32. The *Scottish Central* Railway Company, for the Purpose of conveying Central Traffic, may run over and use, with their Engines, Trucks, and Carriages of every Description, the *Edinburgh and Glasgow* Line, and the Stations, Watering Places, Works, and Conveniences upon and connected therewith, and the said Companies shall respectively be entitled to the Conveniences and Privileges, and shall be subject to the Regulations and Obligations, herein-after mentioned; (that is to say,)

1. The *Scottish Central* Railway Company shall have the Power (subject to the Provisions of the Acts applicable thereto) to fix the Through Rate or Fare at which such Traffic shall be conveyed by them for the whole Distance for which it shall be so conveyed upon their own Railway and the *Edinburgh and Glasgow* Line; from the said Through Rate shall be deducted, in the first place, the Government Duties in respect of Passengers, and the usual Terminals payable in respect of such Traffic, according to the Regulations of the Railway Clearing House in force for the Time being, and such Terminals upon Coal and Lime, and other Articles not regulated by the Clearing House, as may be agreed upon, or in case of Difference fixed by Arbitration, which shall belong and be paid to the Companies respectively entitled thereto; and, in the second place, Twenty-five *per Centum* of the Amount remaining after deducting the said Duties and Terminals as aforesaid, which Per-centage shall be retained by the *Scottish Central* Railway Company on account of their Working Expenses in relation to such Traffic; and the Residue shall be apportioned between the said Companies by an equal Mileage Rate according to the said Regulations for the total Distance for which such Traffic shall be conveyed by the *Scottish Central* Railway Company upon their own Railway and the *Edinburgh and Glasgow* Line: Provided always, that after Deduction of the said Duties and Terminals as aforesaid the Company shall in no Case receive a less Sum *per* Mile of the

Distance for which such Traffic shall be conveyed over their Railways than the following; *viz.*,

	Pence.	Decimal Parts of a Penny.
Passengers by Ordinary or Express Trains, First Class, each, *per* Mile - - -	1	·25
Passengers by Ordinary or Express Trains, Second Class, each, *per* Mile - - -	0	·91
Passengers by Ordinary or Express Trains, Third Class and Parliamentary, each, *per* Mile	0	·60
Passengers by Excursion Trains, First Class, for single Journey, each, *per* Mile - -	0	·54
Passengers by Excursion Trains, in covered Carriages, single Journey, each, *per* Mile -	0	·27
Passengers with Tourists Tickets, First Class, single Journey, each, *per* Mile - - -	1	·02
Passengers with Tourists Tickets, Second Class, single Journey, each, *per* Mile - - -	0	·73
Passengers with Tourists Tickets, Third Class, single Journey, each, *per* Mile - -	0	·37
Parcels, each, *per* Mile - - - -	0	·05
Fish, *per* Ton *per* Mile - - - -	1	·60
Horses, if only One, *per* Mile - - -	1	·93
Ditto, if Two, *per* Mile - - - -	2	·89
Ditto, if Three, *per* Mile - - - -	3	·85
Carriages, each, *per* Mile - - -	2	·03
Dogs, each, *per* Mile - - - - -	0	·19
Goods and Minerals, average Rate *per* Ton *per* Mile - - - - - -	0	·80
Live Stock, *per* Truck *per* Mile - -	3	·00

Subject as aforesaid to Deduction of Twenty-five *per Centum* for Working Expenses: Provided also, that at the Expiration of Five Years from the Commencement of this Act, and at the Expiration of every subsequent Period of Five Years, it shall be lawful for either Party to refer to Arbitration in manner herein-after provided whether any such Alteration has taken place in the Cost of working, or in the Charges made to the Public at the Time, as would justify any Alteration in the minimum Amount *per* Mile to be paid to the Company, and if the Arbitrator so think fit it shall be lawful for him to make such Alteration herein as he shall think proper: Provided also, that if the Company shall, with respect to any Central Traffic between any Place on the *Edinburgh and Glasgow* Line on the one hand, and any Place on the Central Main Line or beyond on the other hand, or

or Traffic competitive therewith, quote by any Route whatever a Rate or Fare which (after Deduction of Government Duty and Terminals as aforesaid) would, if divided by the Mileage over the *Larbert* Route, give a lower Rate or Fare *per* Mile than the minimum Rate or Fare herein-before specified with respect to such Traffic, such lower Rate or Fare *per* Mile shall (subject to the Deduction of Twenty-five *per Centum* for Working Expenses) be the Rate or Fare payable to the Company by the *Scottish Central* Railway Company on Traffic of the same Description between the same Places, in lieu of the Minimum herein-before provided, unless the Rate or Fare so quoted shall have been rendered necessary by the *Scottish Central* Railway Company themselves quoting between the same Places and with respect to the same Description of Traffic a lower Rate or Fare than aforesaid; and in such last-mentioned Case the Rate or Fare payable to the Company by the *Scottish Central* Railway Company with respect to such Traffic shall be the minimum Rate or Fare herein-before specified, subject to Deduction of Twenty-five *per Centum* for Working Expenses as aforesaid:

2. The Use on and over the *Edinburgh and Glasgow* Line of any Engines, Carriages, and Waggons from Time to Time employed upon the Railways of the *Scottish Central* Railway Company, with their Servants properly accompanying their Trains:

3. The Use of sufficient Engine Stables, Coking Places, Water, Gas, and other Conveniences to be provided by the Company in connexion with the *Edinburgh and Glasgow* Line to the Extent, in the Manner, and at Charges to be from Time to Time fixed by Agreement or Arbitration:

4. The joint or separate Use of the Offices, Warehouses, Stations, Sidings, and other Accommodation at the several Stations, Wharves, stopping, loading, and unloading Places, Sidings, and Junctions on the *Edinburgh and Glasgow* Line, including the *Waverley Bridge* and (if used) the *Haymarket* Stations at *Edinburgh*, the Extent of such Use, and the Nature of the Arrangements for working the Traffic at the respective Places, to be determined by Agreement or by Arbitration, and the Payment for the same to be the Terminals as respects Goods, Minerals, and Live Stock Traffic, and as respects Passenger Traffic to be such special Payment, if any, as may be determined by Agreement or by Arbitration; and further, if at the Request of the *Scottish Central* Railway Company the Arbitrator shall order any Enlargement or Alteration of any of the said Stations or Places, such Enlargement or Alteration shall be made

made by the Company, and the annual Payment therefor, if any, shall be settled by Agreement or by Arbitration:

5. The *Scottish Central* Railway Company may appoint at the Stations, including as aforesaid on the *Edinburgh and Glasgow* Line, such Porters, Clerks, Agents, or other Servants and Officers for the Reception, handling, booking, invoicing, forwarding, and managing their Traffic as they may think proper, receiving for the Expense of such Services such Sum as may be from Time to Time fixed by Agreement or Arbitration, and as respects Cartage an Amount *per* Ton equal to the average actual Cost *per* Ton of Cartage performed by the Company or their Agents at such Station or Stations:

6. The Hours of Arrival and Departure of the Trains run by the *Scottish Central* Railway Company over the *Edinburgh and Glasgow* Line shall, in case of Difference, be fixed by Arbitration:

7. If the *Scottish Central* Railway Company or the Company shall complain of any Infringement of the Enactments in this Section contained, or if any Difference shall arise between the said Companies as to the proper Construction of any of the said Enactments, or as to anything which ought or ought not to be done thereunder, or in any way in consequence thereof, every such Complaint or Difference shall be settled by Arbitration as herein-after provided:

8. The *Scottish Central* Railway Company shall, in the Use of the *Edinburgh and Glasgow* Line, be subject to the Byelaws and Regulations for the Time in force of the Company.

Local Traffic not to be interfered with.

33. Nothing herein-before contained shall authorize the *Scottish Central* Railway Company to carry or interfere with any Traffic arising and terminating on the *Edinburgh and Glasgow* Line.

Accounts to be kept by Scottish Central Company.

34. Proper Accounts shall be kept by the *Scottish Central* Railway Company and by the Company of all Central Traffic which, under the Provisions of this Act, shall pass over any Portion of the *Edinburgh and Glasgow* Line, and the said Companies shall respectively have Access whenever they think fit to such Accounts; and in the event of any Difference arising as to the Manner in which such Accounts shall be kept, or otherwise in reference to such Accounts, such Difference shall be settled by Arbitration in the Manner herein-after provided.

Differences to be settled by Arbitration.

35. If any Difference shall arise between the Company and the *Scottish Central* Railway Company as to the Construction, Meaning, or Intent of any of the Provisions herein-before contained in respect to the Running Powers and Facilities herein-before granted and provided,

vided, or in relation to any Matter arising out of or consequent on or incidental to any of such Provisions, or as to the Compliance with or the carrying out of the Spirit and Intention of such Provisions by either of the said Companies, such Difference is hereby referred to and shall from Time to Time be settled by Arbitration, and the Arbitrator shall have Power to order such Arrangements and Remedies as he may think right for securing the due Fulfilment of the Provisions aforesaid, and to award from Time to Time and fix the Amount of the Compensation or Damages to be paid by the one Party to the other in respect of any Breach of the said Provisions or any of them, and in respect of any Neglect or Refusal of either of the said Companies to perform and carry out any Award or Order made by such Arbitrator or by any other Arbitrator, under any previous Arbitration, as to any of the Matters aforesaid.

Appointment of standing Arbitrator.

36. The Company and the *Scottish Central* Railway Company shall in the Month of *November* in each Year jointly appoint under their respective Common Seals a standing Arbitrator for the Year commencing on the First Day of *January* then next, and shall in each such Appointment fix the Remuneration of such Arbitrator for the said Year, and the Proportions in which such Remuneration shall be paid by them respectively; and if in the Month of *November* in any Year the said Companies shall not concur in making such Appointment, Her Majesty's Attorney General shall in the following Month of *December*, upon the Application of either of such Companies, appoint, by a Writing under his Hand, a standing Arbitrator for the Year commencing on the First Day of *January* then next, and fix the Remuneration of such Arbitrator for the said Year, and the Proportions in which such Remuneration shall be paid by such Companies respectively; provided that any such standing Arbitrator, whether appointed by the said Companies or by Her Majesty's Attorney General, may be at any Time removed from his Office by the said Companies jointly by a Writing under their respective Common Seals; and that if any standing Arbitrator shall during his Year of Office be so removed from Office, or die, or decline to act, or become incapable of acting, or resign, or go to reside abroad, and the said Companies shall not, within One Month thereafter, concur in appointing another standing Arbitrator in his Place in manner aforesaid, Her Majesty's Attorney General shall thereupon, upon the Application of either of such Companies, appoint in his Place another standing Arbitrator, who shall continue in Office so long only as the Person in whose Place he may be appointed would have remained in Office if he had not been removed from Office, died, declined to act, become incapable, resigned, or gone to reside abroad; and every Arbitration relating to any Question or Difference arising

under the Provisions of this Act between the said Companies shall be determined and conducted by the standing Arbitrator acting for the Time being under the Provisions of this Section in the Manner and subject to the Provisions of the "Railway Companies Arbitration Act, 1859," as if the same had been referred to him in manner in that Act required by the said Companies.

If Scottish Central Company amalgamate, Provisions to apply to amalgamated Company.

37. And whereas a Bill is now pending in Parliament to authorize an Amalgamation of the *Scottish Central* Railway Company with the *Caledonian* Railway Company: Therefore if the said Bill shall be passed into a Law the Provisions of this Act shall after such Amalgamation apply to the *Caledonian* Railway Company in like Manner and to the same Extent as but for such Amalgamation they would have applied to the *Scottish Central* Railway Company.

Providing Facilities for East Coast Traffic.

38. And whereas the *North British* Railway between *Berwick* and *Edinburgh* and the *Edinburgh and Glasgow* Railway between *Edinburgh* and *Glasgow* and between *Edinburgh* and *Larbert* (where a Junction is made with the *Scottish Central* Railway) form Parts of the continuous Line of Railway Communication *viâ York* between *London* and *Glasgow* and other Places in *Scotland*, for the Purposes of this Act called the East Coast Route, and the *Scottish Central* Railway forms the Continuation of that Line of Communication to the North of *Scotland* from *Larbert Junction*: And whereas the *North British* Railway Company own Extensions of their Railways from *Edinburgh* to *Leith* and *Granton* and other Railways North of the *Forth*, by means of which and of a Ferry across the *Firth of Forth* Access is also obtained to *Perth* and other Places in *Scotland*: And whereas the Railways of the *North-eastern* Railway Company and the *Great Northern* Railway Company (in this Act called "the East Coast Companies") form continuous Portions between *London* and *Berwick* of the said East Coast Route to *Glasgow* and other Places in *Scotland*, and the *North-eastern* Railway Company have acquired Rights of running and carrying Traffic to and from *Berwick* over the *North British* Railway between *Berwick* and *Edinburgh*, and it is expedient that nothing should be done which shall impede or obstruct the Flow or Transit of Traffic of every Description from and to *Glasgow*, *Fifeshire*, and other Places in *Scotland* over the Railways of the *North British* and *Edinburgh and Glasgow* Companies to and from those of the East Coast Companies freely and expeditiously as heretofore, and that due Provision should be made in that Behalf: Be it therefore enacted as follows:

The Expression "East Coast Traffic" where used in this Act shall mean Traffic of every Description passing or intended to pass to or from any Place on or beyond the Railways, present and future,

future, of the Company, Northwards or Westwards of *Edinburgh*, and every or any of them, and any or every Part thereof, (in this Act called "the *North British* Lines,") *viâ* either *Edinburgh* or *Leith* or *Granton* and *Berwick* from or to any Place on or beyond and *viâ* the Railways forming the Undertakings of the *Great Northern* Railway Company and of the *North-eastern* Railway Company (in this Act called the East Coast Companies), and every or any Part of those respective Railways, and also all Traffic which from Time to Time shall be treated as East Coast Traffic by Agreement or Arbitration.

East Coast Proportion of unconsigned Traffic to be fixed by Arbitration if not agreed upon.

39. As regards all Traffic not consigned by any particular Route delivered to the Company for Transit on, along, or by the *North British* Lines to any Place to which Access can or may be obtained *viâ* and also independently of the Railways of the East Coast Companies or either of them, the Proportion thereof to be treated as East Coast Traffic shall from Time to Time, if not agreed upon between the Company and the East Coast Companies, or such One of them as is interested therein, be fixed by the standing Arbitrator herein-after appointed; and from and after the making of any Award in the Premises due Effect shall be given thereto until otherwise agreed upon as aforesaid, or altered by a subsequent Award; and the Proportion of Traffic as and whilst so from Time to Time agreed upon or fixed shall be taken and considered as included in the Expression East Coast Traffic where in this Act used, and be treated accordingly: Provided always, that such Arbitrator shall, in fixing the Proportion of unconsigned Traffic to be treated as East Coast Traffic, have regard to what he shall consider ought fairly to be so treated, and not merely to the Power of the Company to divert Traffic from the East Coast Route, and shall have Power to fix the Period, not exceeding Three Years, during which his Award shall remain in force.

Through Booking in favour of East Coast Companies.

40. The Company shall give to the East Coast Companies or either of them in respect to "East Coast Traffic" all such Facilities as are usual or useful for the convenient working or Development of Railway Traffic, including, among other things, Through Booking, Through Tickets and Invoices, and, so far as may reasonably be required, Through Carriages and Waggons, and conveniently timed and arranged Trains, whether ordinary or special, as the Case may require, for the Reception, forwarding, Transmission, Conveyance, and Delivery of such Traffic, and shall accommodate, manage, and forward such Traffic, and give such Facilities, including ordinary waiting for Trains, as effectually, regularly, and expeditiously as if it were their own proper Traffic, or Traffic which they were desirous

of

of cultivating to the utmost, and shall not give any Preference, Priority, or Advantage over it to any other Traffic, subject only to the Payment to them of the Proportion of Receipts from such Traffic as herein-after provided.

East Coast Companies may employ their own Clerks to book Passengers.

41. The East Coast Companies or either of them shall, as respects the Passenger Traffic comprehended in "East Coast Traffic," be entitled to and may, at their own Cost, employ such Clerks and other Servants as they may require at any present or future Passenger Station on the *North British* Lines for the Purpose of securing, booking, receiving, and forwarding such East Coast Traffic; and every Person so employed may enter and use the Station at or in connexion with which he is so employed; and the Company shall provide the necessary Accommodation for such Clerks and other Servants at such Stations respectively; provided always, that such Clerks and other Persons shall be subject to the reasonable Regulations of the Company from Time to Time in force at such Stations, and the Payment for the Accommodation so provided by the Company shall be determined by Agreement, or, in case of Difference, by the standing Arbitrator.

The East Coast Companies may employ their own Agents for Goods Traffic.

42. The East Coast Companies or either of them shall, in respect of Goods, Mineral and Live Stock Traffic, comprehended in "East Coast Traffic," be at liberty, at their own Cost, to employ at any of the present or future Goods or Mineral Stations on the *North British* Lines and at *Edinburgh* such Clerks, Servants, and Agents as they may think proper for the Purpose of securing, invoicing, collecting, delivering, and carting "East Coast Traffic," who for any such Purpose may enter and use any such Station or Stations, subject nevertheless to the Regulations of the Company from Time to Time in force thereat; and the Company shall, for the Cartage so performed, when the Rate charged for such Traffic includes Cartage, allow to the East Coast Companies or the One of them collecting or delivering the Traffic, an Amount *per* Ton equal to the average actual Cost *per* Ton of Cartage performed by the Company or their Agents at the respective Station.

Fixing of Rates and Fares.

43. The East Coast Companies or either of them shall have Power to fix the Rates and Fares for all "East Coast Traffic;" and the Receipts arising from all such Traffic shall, after Deduction of Government Duties and the usual Terminals from Time to Time allowed by the Railway Clearing House, and such Terminals upon Coal and Lime and other Articles not regulated by the Railway Clearing House as may be agreed upon, or, in case of Difference, fixed by the standing Arbitrator (which shall belong and be paid to the

Companies

Companies respectively entitled thereto), and any Portion of the Through Rate or Fare which may be due to other Railway Companies, be divided between the Company and the East Coast Companies, or the One of them entitled thereto, by Mileage, according to the actual Distance which such Traffic shall be carried over their separate Railways: Provided always, that the Company shall in no Case receive in such Division a less Sum *per* Mile of the Distance for which such Traffic shall be conveyed over their Railways than the following; *viz.*,

	Pence.	Decimal Parts of a Penny.
Passengers by Ordinary or Express Trains, First Class, each, *per* Mile - - - - -	1	·25
Passengers by Ordinary or Express Trains, Second Class, each, *per* Mile - - - - -	0	·91
Passengers by Ordinary or Express Trains, Third Class and Parliamentary, each, *per* Mile - -	0	·60
Passengers by Excursion Trains, First Class, for single Journey, each, *per* Mile - - - -	0	·54
Passengers by Excursion Trains in covered Carriages, single Journey, each, *per* Mile - - - -	0	·27
Passengers with Tourists Tickets, First Class, single Journey, each, *per* Mile - - - - -	1	·02
Passengers with Tourists Tickets, Second Class, single Journey, each, *per* Mile - - - -	0	·73
Passengers with Tourists Tickets, Third Class, single Journey, each, *per* Mile - - -	0	·37
Parcels, each, *per* Mile - - - - -	0	·05
Fish, *per* Ton *per* Mile - - - -	1	·60
Horses, if only One, *per* Mile - - - -	1	·93
Ditto, if Two, *per* Mile - - - - -	2	·89
Ditto, if Three, *per* Mile - - - - -	3	·85
Carriages, each, *per* Mile - - - - -	2	·03
Dogs, each, *per* Mile - - - - -	0	·19
Goods and Minerals, average Rate *per* Ton *per* Mile	0	·80
Live Stock, *per* Truck *per* Mile - - -	3	·00

Provided always, that at the Expiration of Five Years from the Commencement of this Act, and at the Expiration of every subsequent Period of Five Years, it shall be lawful for either Party to refer to the standing Arbitrator appointed as herein-after provided whether any such Alteration has taken place in the Cost of working, or in the Charges made to the Public at the Time, as would justify any Alteration in the minimum Amount *per* Mile to be paid to the Company as aforesaid, and if the Arbitrator so think fit it shall be lawful for him to make such Alteration therein as he shall think proper.

The Company to forward East Coast Traffic.

44. The Company shall carry and forward all East Coast Traffic over the *North British* Lines and the Railway of the Company between *Berwick* and *Edinburgh* as regularly and expeditiously as they from Time to Time carry and forward Traffic of a similar Description over any Portion of their Railways, and shall, as regards that going South, so deliver the same at *Edinburgh* or *Berwick* as may be required by the East Coast Companies or either of them, in order that it may thence be forwarded to or carried by the East Coast Companies or either of them, as the Case may require, and as regards that going Northwards or Westwards when and as such Traffic shall be delivered at *Berwick* or *Edinburgh*, as the Case may be.

Company to exhibit Notices as to East Coast Traffic at their Stations as efficiently as they do those for other Traffic.

45. The Company shall at *Edinburgh* and at each and every Station on the *North British* Lines where required by the East Coast Companies or either of them, or by the Standing Arbitrator to be appointed as by this Act provided, in case of Difference on this Subject, exhibit and keep properly exhibited all necessary and usual Notice Boards, Time Tables, Placards, and Station Advertisements respecting Traffic over the Railways of the East Coast Companies or either of them, and shall respect and recognize the same as efficiently in all respects as if the same were their own, and as they shall from Time to Time do as regards similar Matters and Things used at their respective Stations with reference to or for other Traffic.

The Company to carry forward a Train in continuation of each Train run for East Coast Traffic, and Provisions in reference thereto.

46. The Company shall, for the Accommodation of East Coast Traffic, run and carry forward from *Edinburgh* to *Larbert Junction* and from *Larbert Junction* to *Edinburgh*, and from *Edinburgh* to *Glasgow* and from *Glasgow* to *Edinburgh*, and also (when a continuous Railway Route from *Edinburgh* through *Fifeshire* to *Perth* is completed) when required from *Edinburgh* to *Perth* and *Perth* to *Edinburgh*, by that Route, a Train in conjunction with every Train which shall be run or appointed to be run for the Accommodation of that Traffic from *London* or *York* to *Edinburgh*, and *vice versâ*, and the following Provisions shall apply to every Train hereby required to be run by the Company:

1. It shall be supplied with proper and sufficiently powerful Engines to convey the Train through at the Speed herein-after prescribed between *Edinburgh* and *Larbert Junction*, or between *Edinburgh* and *Glasgow*, or between *Edinburgh* and *Perth*, as the Case may be, without Stoppage (except for Water where necessary), and a properly and efficiently appointed Staff of Engine Drivers, Guards, and other Servants, and may, if so required by the East Coast Companies or either of them, be accompanied

accompanied by a Guard appointed and paid by them or either of them:

2. It shall (if a Passenger Train) carry forward all Passengers whom the East Coast Companies may desire to have carried through by such Train, and without Change of Carriage, to or from any Place on or beyond the *North British* Lines, but this Provision shall not apply to any Place on the *North British* Lines to and from which Through Carriages are not for the Time being run in connexion with any other Service of Trains on the Railways of the Company:

3. All Carriages brought or run from the South to *Edinburgh* as Through Carriages by the East Coast Route shall be carried forward to *Larbert Junction* or *Glasgow*, as the Case may be, and when a continuous Railway Route from *Edinburgh* through *Fifeshire* to *Perth* is completed, then, when required, by that Route to *Perth*, by the Train to be run to those Places respectively in connexion with the Train from the South, and shall, as regards those for any Place North of *Larbert Junction* or *Perth*, and except as mentioned in the last preceding Paragraph, be allowed by the Company to proceed to the Destination thereof respectively, if so required, as Part of the Train (if any) appointed to be run through, to, or towards such Destination:

4. All Carriages brought or run from the North to *Larbert Junction*, or from *Glasgow* to *Edinburgh*, or (when a continuous Railway Route, from *Perth* to *Edinburgh* through *Fifeshire* is completed) from the North to *Perth*, as Through Carriages for the East Coast Route, shall be carried forward from *Larbert Junction* or *Glasgow*, or, as the Case may be, from *Perth* through *Fifeshire* to *Edinburgh*, and there delivered over by the Company, and allowed to proceed to the Destinations thereof respectively, if so required, as Part of the Train appointed to be run through by the East Coast Route in connexion therewith:

5. The Train, if a Passenger Train, shall be run at a Speed not less *per* Hour than Thirty-five Miles, exclusive of Stoppages at Stations required by the East Coast Companies, or at such higher average Speed, allowing for Stoppages, as the Company shall from Time to Time run any other Train of similar Weight over the same Portion of their Railway, other than a Special Royal Train or Train of that Description: Provided that any such Train which shall be run at a less average Rate of Speed than Thirty-five Miles *per* Hour, exclusive of Stoppages, over the East Coast Lines, shall not be run over the Line of the Company at a higher Rate of Speed than such less average Speed:

6. The Time to be allowed for Stoppages at *Edinburgh* and *Larbert* and *Perth*, and between *Edinburgh* and *Larbert*, and

Edinburgh and *Glasgow*, and *Edinburgh* and *Perth*, through *Fifeshire*, when that Route is open continuously, shall be such as the East Coast Companies, or that One of them which shall be interested in the particular Train, if only One of them be so interested, shall from Time to Time fix, or as, in case of Difference with the Company, shall be settled by the standing Arbitrator:

7. Every Train for the Conveyance of Goods, Cattle, or Fish shall be run at as high an average Rate of Speed, including Stoppages (according to whether it be an Ordinary or a Special Train for that Service), as any Train for a similar Service shall be run by the Company over the same Portion of their Railway:

8. The East Coast Companies, or that One of them which shall be interested in the particular Train, if only One of them be so interested, shall have the Power to fix Stations between *Edinburgh* and *Larbert*, and between *Edinburgh* and *Glasgow*, and between *Edinburgh* and *Perth*, through *Fifeshire*, when that Route is open continuously, at which they require Trains to stop:

9. Provided always, that, except when so decided by the Award of the standing Arbitrator, the East Coast Companies shall not have Power to require the Company and the Company shall not be bound to run more than Four Trains each Way daily between *Edinburgh and Larbert Junction* and *Glasgow* for the Conveyance of East Coast (Passenger) Traffic, and when the Carriages or Waggons of any other Company are used on the *North British* Lines the usual Railway Clearing House Allowance for such Carriages or Waggons shall be made by the Company for the same.

Stations at Perth to be considered in reference to East Coast Traffic as the Company's, but without Prejudice to Rights of other Companies.

47. The several Railway Stations at *Perth* to or of which the Company shall from Time to Time have the Right of Access and Use shall, as regards the Provisions in this Act contained with respect to East Coast Traffic, be taken and considered as Stations forming Part of the Company's Line, but nevertheless without Prejudice and subject to all the Rights, Powers, and Authorities of the *Scottish North-eastern* Railway Company and the *Inverness and Perth Junction* Railway Company in those Stations or any of them; and in case any Rent or other Payment shall as regards such Stations or any of them have to be made in respect of the Facilities and Rights of User by this Act granted in favour of East Coast Traffic or the East Coast Companies, the same shall be paid or made good by the Company, or by the Company and the *Caledonian* Railway Company, if the latter be also liable thereto; and the Company shall make and do or concur in making and doing all such Acts and Arrangements

Arrangements in or at the said Stations at *Perth* as shall from Time to Time be required by the standing Arbitrator.

Certain of the Facilities secured by the Act to extend to Extensions of the Company.

48. The several Facilities, Powers, Privileges, and Provisions by this Act granted, secured, and provided as regards East Coast Traffic shall extend and apply to any Railway in extension of or connected with the *North British* Lines which shall belong or be leased to the Company, either solely, or jointly with any other Company, in all respects as if such Railway had been Part of the *North British* Lines, but the Powers of running by this Act granted shall not extend to any such Railway.

The East Coast Companies to have equal Facilities to those afforded to any other Companies.

49. If the Company grant or allow to any other Company in respect of East Coast Traffic or Traffic competitive therewith greater Facilities and Advantages than those by this Act granted to the East Coast Companies, they shall grant and allow the same or equal Facilities and Advantages to the East Coast Companies or either of them, as the Case may be, in respect of East Coast Traffic.

Running Powers over North British Lines.

50. The East Coast Companies or either of them, for the Purpose of conveying East Coast Traffic, may run over and use, with Engines, Trucks, and Carriages of every Description, the *North British* Lines, except their Railways North of the *Forth*, and the Stations, Watering Places, and Conveniences upon and connected therewith; and each such Company shall be entitled to the Conveniences and Privileges and shall be subject to the Regulations and Obligations herein-after mentioned; (that is to say,)

1. The East Coast Companies or either of them shall have the Power (subject to the Provisions of the Acts applicable thereto) to fix the Through Rate or Fare at which all East Coast Traffic shall be conveyed by them for the whole Distance for which it shall be conveyed upon their own Railway and the Railways of the Company; from the said Through Rate or Fare shall be deducted, in the first place, the Government Duties in respect of Passengers, and the usual Terminals payable in respect of such Traffic, according to the Regulations of the Railway Clearing House in force for the Time being, and such Terminals upon Coal and Lime and other Articles not regulated by the Railway Clearing House as may be agreed upon, or, in case of Difference, fixed by the standing Arbitrator, which shall belong and be paid to the Companies respectively entitled thereto, and, in the second place, Twenty-five *per Centum* of the Amount remaining, after deducting the said Duties and Terminals as aforesaid, which Per-centage shall be retained by the East Coast Companies or either of them on account of their working

Expenses in relation to such Traffic, and the Residue shall be apportioned among the Companies entitled thereto by an equal Mileage Rate, according to the said Regulations, for the total Distance for which such Traffic shall be conveyed by the East Coast Companies upon their own Railways and the *North British* Railway and the *North British* Lines: Provided always, that, after Deduction of the said Duties and Terminals as aforesaid, the Company shall in no Case receive a less Sum *per* Mile of the Distance for which such Traffic shall be conveyed over their Railways than the following; *viz.*,

	Pence.	Decimal Parts of a Penny.
Passengers by Ordinary or Express Trains, First Class, each, *per* Mile - - - -	1	25
Passengers by Ordinary or Express Trains, Second Class, each, *per* Mile - -	0	91
Passengers by Ordinary or Express Trains, Third Class or Parliamentary, each, *per* Mile	0	60
Passengers by Excursion Trains, First Class, for single Journey, each, *per* Mile - - -	0	54
Passengers by Excursion Trains in covered Carriages, single Journey, each, *per* Mile - -	0	27
Passengers with Tourists Tickets, First Class, single Journey, each, *per* Mile - - -	1	02
Passengers with Tourists Tickets, Second Class, single Journey, each, *per* Mile - - -	0	73
Passengers with Tourists Tickets, Third Class, single Journey, each, *per* Mile - - -	0	37
Parcels, each, *per* Mile - - - -	0	05
Fish, *per* Ton *per* Mile - - - -	1	60
Horses, if only One, *per* Mile - - -	1	93
Ditto, if Two, *per* Mile - - - -	2	89
Ditto, if Three, *per* Mile - - -	3	85
Carriages, each, *per* Mile - - -	2	03
Dogs, each, *per* Mile - - -	0	19
Goods and Minerals, average Rate, *per* Ton *per* Mile - - - - - -	0	80
Live Stock, *per* Truck *per* Mile - - -	3	00

Subject as aforesaid to Deduction of Twenty-five *per Cent.* for Working Expenses: Provided also, that at the Expiration of Five Years from the Commencement of this Act, and at the Expiration of every subsequent Period of Five Years, it shall be lawful for either Party to refer to the standing Arbitrator whether any such Alteration has taken place in the Cost of working, or in the Charges made to the Public at the Time, as

as would justify any Alteration in the minimum Amount *per* Mile to be paid to the Company, and if the said Arbitrator thinks fit it shall be lawful for him to make such Alteration therein as he shall think proper:

2. The Use on and over the *North British* Lines of any Engines, Carriages, and Waggons from Time to Time employed upon the Railways of the East Coast Companies, with their Servants properly accompanying their Trains:
3. The Use of sufficient Engine Stables, Coking Places, Water, Gas, and other Conveniences to be provided by the Company in connexion with the *North British* Lines to the Extent, in the Manner, and at Charges to be from Time to Time fixed by Agreement or Arbitration:
4. The joint or separate Use of the Offices, Warehouses, Stations, Sidings, and other Accommodation at the several Stations, Wharves, stopping, loading, and unloading Places, Sidings, and Junctions of the *North British* Lines, the Extent of such Use, and the Nature of the Arrangements for working the Traffic at the respective Places, to be determined by Agreement or by Arbitration, and the Payment for the same to be the Terminals as respects Minerals, Merchandise, and Live Stock Traffic, and as respects Passenger Traffic to be such special Payment (if any) as may be determined by Agreement or by Arbitration; and further, if at the Request of the East Coast Companies the Arbitrator shall order any Enlargement or Alteration of any of the said Stations or Places, such Enlargement or Alteration shall be made by the Company, and the annual Payment therefor (if any) shall be settled by Agreement or by Arbitration:
5. The East Coast Companies or either of them may appoint at the Stations on the *North British* Lines such Porters, Clerks, Agents, or other Servants and Officers for the Reception, handling, booking, invoicing, and forwarding and managing their Traffic as they may think proper, receiving for the Expense of such Services such Sum as may be from Time to Time fixed by Agreement or Arbitration, and as respects Cartage an Amount *per* Ton equal to the average actual Cost *per* Ton of Cartage performed by the Company or their Agents at such Station or Stations:
6. The Hours of Arrival and Departure of the Trains run by the East Coast Companies or either of them over the *North British* Lines shall, in case of Difference, be fixed by Arbitration:
7. If the East Coast Companies or either of them, or the Company, shall complain of any Infringement of the Enactments in this Section contained, or if any Difference shall arise between the said

said Companies as to the proper Construction of any of the said Enactments, or as to anything which ought or ought not to be done thereunder, or in any way in consequence thereof, every such Complaint or Difference shall be settled by the standing Arbitrator:

8. The East Coast Companies shall, in the Use of the *North British* Lines, be subject to the Byelaws and reasonable Rules and Regulations for the Time being in force of the Company.

Local Traffic not to be interfered with.

51. Nothing herein-before contained shall authorize the East Coast Companies or either of them to carry or interfere with any Traffic arising and terminating on the *North British* Lines.

Facilities not to be given for Traffic sent by a circuitous Route.

52. It shall not be necessary for or incumbent on the Company to grant any of the Facilities or Advantages herein-before provided in respect of any Traffic sent by any unreasonably circuitous or inconvenient Route, and any Difference which may arise in respect to this Provision shall be settled by the standing Arbitrator, but the Route from *Edinburgh* to *Perth* and *Dundee* by *Larbert* shall not be held an unreasonably inconvenient or circuitous Route.

Accounts to be kept.

53. Proper Accounts shall be kept by the Company and by the East Coast Companies as respects East Coast Traffic, and the Company shall have Access to such Accounts whenever they think fit, and each of the other Companies shall, when they respectively think fit, have Access to the Accounts kept by the Company; and in the event of any Difference arising between either of the East Coast Companies and the Company as to the Manner in which such Accounts shall be kept, or otherwise in reference to such Accounts, such Difference shall be settled by the standing Arbitrator.

Standing Arbitrator between the Company and the East Coast Companies to be appointed.

54. The Company and the East Coast Companies shall, in the Month of *December* in each Year, appoint under their respective Common Seals a standing Arbitrator for the Year commencing the First Day of *January* then next, and shall in each such Appointment fix the Remuneration to be paid to such Arbitrator; and whenever Default shall be made in any such Appointment a standing Arbitrator shall at any Time thereafter, and so from Time to Time as Occasion shall require, on the Application of the Company or of either of the East Coast Companies, be selected by the Board of Trade from the Persons submitted to them for that Purpose by such Companies or the Company, and such Board shall fix the Remuneration to be paid to the Arbitrator nominated by them; and one Moiety of the Remuneration of the standing Arbitrator shall be paid by the Company, and the other Moiety thereof by the East Coast Companies equally:

equally; provided that any standing Arbitrator may, with the Concurrence of the Company and the East Coast Companies, be removed from his Office; and if any standing Arbitrator shall during his Year of Office decline to act, or become incapable of acting, or die, or resign, or go to reside abroad, or be removed from Office, the Company and the East Coast Companies shall, within One Month after Notice of such declining, Incapacity, Death, Resignation, going to reside abroad, or Removal, appoint and fix the Remuneration of another standing Arbitrator in his Place; and in default thereof another standing Arbitrator shall at any Time thereafter be appointed, and his Remuneration fixed in manner aforesaid, by the said Board of Trade; and every standing Arbitrator appointed to supply such Vacancy as aforesaid shall continue in Office so long only as the Person in whose Place he may be appointed would have been entitled to remain in Office if he had not declined to act, become incapable, died, resigned, gone to reside abroad, or been removed from Office.

Powers of standing Arbitrator.

55. The Person from Time to Time appointed to be standing Arbitrator between the Company and the East Coast Companies shall have summary Jurisdiction in all Matters by this Act referred to him, and his Decision shall be given, from Time to Time as Occasion shall require, by any Writing or Letter under his Hand, and such Writing or Letter, or a Copy or Duplicate thereof, shall thereupon be sent or delivered by such Arbitrator to the Secretary of each Company in difference, and to the Station Master or other superior Officer or Person, if any, in charge at the Station or Place respecting which or where any Dispute shall have arisen, or as to which the Decision of such Arbitrator shall be required; and every such Decision shall be final and binding on and between the Company and the East Coast Companies, or that One of them which shall be in dispute with the Company as to any of those Matters, and shall be thenceforth acted upon and given Effect to by all Parties; and the following Matters are hereby referred to his Decision; *viz.*,

Every Difference as to the Use of any Station on or in connexion with the *North British* Lines or at *Edinburgh*, or of the Offices or other Conveniences or Accommodation connected therewith, or any of them:

Or as to the Accommodation to be afforded by the Company at any such Station, or on or in connexion with the *North British* Lines:

Or as to the Platforms to be used for, or the Time and Place of starting, or the Arrival of any Train for East Coast Traffic:

Or as to the Location of Clerks, Porters, and other Servants appointed or required for the Purposes of the East Coast Companies:

Or as to the Exhibition and Position of Notice Boards, Time Tables, Placards, or Station Advertisements respecting Traffic over the Railways of the East Coast Companies or either of them, or the Trains conveying the same, or as to any other Matter connected with the Management of or Arrangements respecting such Traffic, or the Trains conveying the same, at or through any Station or Place on or connected with or over the *North British* Lines or at *Edinburgh*:

Or as to any other Matter by this Act specially referred to him:

And every such Standing Arbitrator shall have full Power to award to either Party such Compensation or Damages as he may think proper for any Breach by any other Party of any of the Provisions of this Act as regards any of the Matters referred to the standing Arbitrator, or for any Neglect or Refusal by the respective Companies to perform and carry out any Award or Order made by such standing Arbitrator, or by any previous standing Arbitrator, and also to award and fix Penalties as and for liquidated Damages, not exceeding Twenty Pounds for every Refusal or Neglect by any of the said Companies to perform and carry out any Award or Order made by such standing Arbitrator, or by any previous standing Arbitrator, as to any of the Matters aforesaid, and not exceeding Ten Pounds for every Day during which such Refusal or Neglect shall continue.

Differences not specially referred to standing Arbitrator to be settled by Arbitration under 22 & 23 Vict. c. 59.

56. If any Difference shall arise between the East Coast Companies or either of them and the Company as to the Construction, Meaning, or Intent of any of the Provisions in this Act contained in respect to the Running Powers and Facilities by this Act granted and provided in respect of East Coast Traffic or for or in favour of the East Coast Companies, or in relation to any Matter arising out of or consequent on or incidental to any of those Provisions, or as to the Compliance with or the carrying out of the Spirit and Intention of those Provisions by any of the said Companies, or as to the Amount of Damages or Compensation to be paid for or by reason of the Breach of any of those Provisions, or of the Non-compliance with any Award or Order made under those Provisions, such Difference, unless included in the Differences by this Act referred to the standing Arbitrator, is hereby referred to and shall from Time to Time be settled by Arbitration in accordance with the Provisions of "The Railway Companies Arbitration Act, 1859;" and the Arbitrator, Arbitrators, or Umpire acting in any such Arbitration shall have Power to order such Arrangements and Remedies as they or he may think right for securing the due Fulfilment of the Provisions aforesaid, and to award and fix the Amount of the Compensation or Damages to be paid by the one Party to the other in respect of any Breach of the said Provisions or any of them, and in respect of any Neglect or Refusal

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Refusal of the respective Company or Companies to perform and carry out any Award or Order made by such Arbitrator, Arbitrators, or Umpire, or by any other Arbitrator, Arbitrators, or Umpire, under any previous Arbitration, as to any of the Matters aforesaid, or to order that the Company or Companies guilty of such Neglect or Refusal shall forfeit and pay to the other Company or Companies, as and for liquidated Damages, any Sum not exceeding Fifty Pounds for any such Refusal or Neglect, and Twenty Pounds for every Day during which such Refusal or Neglect shall continue: Provided always, that in the Case of every Difference between the East Coast Companies and the Company hereby referred to Arbitration, unless the said Three Companies shall agree to refer such Difference to a single Arbitrator, the same shall be referred to Two Arbitrators, one to be appointed by the East Coast Companies jointly, and the other by the Company.

Penalties may be levied by Distress.

57. Every Penalty awarded by any standing Arbitrator, or by any other Arbitrators, Arbitrator, or Umpire acting under this Act, may be levied by Distress, and in *England* any Justice, and in *Scotland* the Sheriff, may, on Application by or on behalf of the Company or Companies entitled to such Penalty, issue his Warrant accordingly, and for these Purposes the Provisions respecting the Recovery of Penalties contained in "The Railways Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation (*Scotland*) Act, 1845," respectively, as the Case may require, are incorporated with this Act.

Saving Agreement of 14th May 1862 between North-eastern and North British Railway Companies.

58. Except as by this Act otherwise expressly provided, this Act shall not alter, prejudice, or affect the Agreement of the Fourteenth Day of *May* One thousand eight hundred and sixty-two between the *North-eastern* Railway Company and the *North British* Railway Company, confirmed by "The *North-eastern* and *Carlisle* Railways Amalgamation Act, 1862."

Act not to affect English and Scotch Traffic Agreement, or the Suit pending as to it.

59. Nothing in this Act contained shall prejudice or affect the Agreement known as the *English* and *Scotch* Traffic Agreement, or the Suit now pending in the High Court of Chancery respecting that Agreement.

As to Agreement with the Glasgow and South-western Railway Company.

60. And whereas an Agreement has been entered into between the *Glasgow and South-western* Railway Company of the First Part and the *North British* and *Edinburgh and Glasgow* Railway Companies of the Second Part, whereof a Copy is set forth in Schedule (C.) to this Act, and it is expedient that the said Agreement should notwithstanding the Amalgamation be continued in force: Therefore the

the said Agreement is hereby confirmed, and after the Date of Amalgamation shall apply to the Company in like Manner and to the same Extent as but for the Amalgamation it would have applied to the *Edinburgh and Glasgow* and *North British* Railway Companies.

Acts of the present Session conferring Powers upon the Edinburgh and Glasgow and Monkland Companies to apply to the Company.

61. And whereas, besides the said Bill to authorize an Amalgamation of the *Monkland* Railways Company with the *Edinburgh and Glasgow* Railway Company, other Bills are pending in Parliament conferring Powers upon the *Edinburgh and Glasgow* Railway Company and the *Monkland* Railways Company respectively: Therefore, in the event of such of the said Bills as confer Powers upon the *Edinburgh and Glasgow* Railway Company, the said Bills or any of them being passed into Acts, such Acts shall on and after the Date of Amalgamation apply to the Company in like Manner as but for the Amalgamation they would have applied to the *Edinburgh and Glasgow* Railway Company; and in the event of such of the said Bills as confer Powers upon the *Monkland* Railways Company or any of them being passed into Acts, and in the event also of the *Monkland* Railways Company being amalgamated with the *Edinburgh and Glasgow* Railway Company, the last-mentioned Acts shall, on and after the Date of Amalgamation under this Act, apply to the Company in like Manner as but for such Amalgamation they would have applied to the *Edinburgh and Glasgow* Railway Company.

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

62. Nothing in this Act contained shall be deemed or construed to exempt the Railways of the Two Companies or either of them 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, and of the Rates for small Parcels, authorized by the Acts relating to the said Companies.

Expenses of Act.

63. The Costs and Charges of applying for and obtaining this Act and incidental thereto shall be paid by the Company.

Short Title.

64. This Act may be cited for any Purpose as "The *North British* and *Edinburgh and Glasgow* Railway Companies Amalgamation Act, 1865."

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SCHEDULE (A.)

PREFERENCE AND GUARANTEED STOCKS OF THE TWO COMPANIES.

Name of Company.	Date of Creation or Preference.	Name of Stock.	Amount of Stock.	Rate of Dividend per Annum.
			£	£
Edinburgh and Glasgow.	Sept. 1, 1846	Stirlingshire Midland Preference Stock.	150,000	5½
North British -	July 22, 1847	Edinburgh, Perth, and Dundee Granton Preference.	97,720	4
North British -	Mar. 8, 1849	North British Guaranteed No. 1.	780,200	5
North British -	July 25, 1849	Edinburgh, Perth, and Dundee 2nd Preference.	550,000	4
Edinburgh and Glasgow.	Dec. 4, 1850	Stirling and Dunfermline Stock.	450,000	4
Edinburgh and Glasgow.	Oct. 24, 1855	No. 1 Preference Stock -	275,000	5
North British -	July 15, 1856	North British Guaranteed No. 2.	223,272	5
North British -	Sept. 6, 1859	Border Union Guaranteed Stock.	394,240	5½
North British -	July 21, 1859	Selkirk Preference Stock	2,880	5
North British -	July 3, 1860	Jedburgh Preference -	30,580	4
North British -	Aug. 1, 1861	*Edinburgh, Perth, and Dundee Kinross-shire Preference.	53,000	5
North British -	Aug. 9, 1861	10*l.* Guaranteed, 1861 -	296,820	5
North British -	Sept. 27, 1861	*Edinburgh, Perth, and Dundee, Fife and Kinross Preference.	53,850	4½
Edinburgh and Glasgow.	Aug. 11, 1862	No. 2 Preference Stock -	404,209	5
North British -	- - -	West of Fife Preference Stock.	136,000	5
North British -	Aug. 30, 1862	5*l.* Preference (1862) -	350,000	5
North British -	Oct. 15, 1863	12*l.* 10*s.* Preference (1863)	990,000	5
North British -	July 20, 1864	Wansbeck Preference Stock	70,000	3¾ & 4
Edinburgh and Glasgow.	Nov. 29, 1864	No. 3 Preference Stock -	557,000	5

* Note.—The Preference Dividends upon the Edinburgh, Perth, and Dundee Kinross-shire Preference are payable out of the Revenues of the Kinross-shire Railway only, and the Preference Dividends upon the Edinburgh, Perth, and Dundee Fife and Kinross Preference are payable out of the Revenues of the Fife and Kinross Railway only.

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The following Classes of Guaranteed or Preference Stocks of the Monkland Railways Company to be added to the above, and to rank with the Preference and Guaranteed Stocks above mentioned according to the Date of Creation or Preference, if that Company becomes amalgamated with the Edinburgh and Glasgow Railway Company:

Date of Creation or Preference.	Name of Stock.	Amount of Stock.	Rate of Dividend per Annum.
		£	£
Sept. 6, 1848 -	Monkland Six per Cent. Guaranteed Shares	55,000	6
	Monkland Five per Cent. Guaranteed Shares.	90,000	5
	Monkland Four-and-a-Half per Cent. Guaranteed Shares.	2,950	4½

SCHEDULE (B.)

CLASSIFICATION OF GOODS AND SCHEDULE OF RATES BETWEEN GLASGOW AND EDINBURGH OR LEITH, AND VICE VERSÂ.

The following are the gross or maximum Charges in any of the Seven following Classes of Goods in their Conveyance between the Stations of the Company in Glasgow on the one hand, and in Leith or Edinburgh on the other hand, and vice versâ, or for any shorter Distance; and the said specified Charges shall include the Use of Carriages, locomotive Power, and all other Charges incidental to such Conveyance, and also the Charges for loading, unloading, and covering at the said Terminal Stations. But a Charge for Cartage in collecting or delivering any Goods shall, except when otherwise provided by this Act, be exigible by the Company in addition to the following Charges when such Cartage is performed by the Company:

SECTION 1.—FROM GLASGOW TO EDINBURGH OR LEITH, OR VICE VERSÂ.

CLASS I.—6*s.* 8*d.* per Ton, Station to Station.

Ashes.
Asphalte.
Bitumen.
Bleaching Powder.
Bones.
Bran, Shellings and Thirds.
Carrots.
Cast Iron Articles, solid and pipe, at Owner's Risk.
Chalk.
Fetches and Tares.
Farina.
Fire Bricks.
Fire Clay, in Casks.
Flour.
Gas and Water Pipes, at Owner's Risk.
Grain.
Guano and packed Manures.
Iron, Bar, Rod, Hoop, and Sheet.
Malt.
Mangel-wurzel
Oatmeal.
Oil Cake.

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CLASS I.—*continued.*

Pease.
Pitch.
Potatoes.
Railway Chairs, at Owner's Risk.
Rain-water Pipes, Gutters, and Connexions, at Owner's Risk.
Rape Cake.
Ridges (Iron), at Owner's Risk.
Rosin.
Salt Cake.
Scrap Iron.
Soap.
Soda.
Soot in Bags.
Tallow.
Tar and Coal Tar.
Tares.
Turnips.
Vent Linings, at Owner's Risk.
Whelks.

CLASS II.—6*s.* 8*d.* per Ton, Station to Station.

Acetate of Lime, in Casks.
Alabaster.
Baggage, Military, 2*d.* per Ton per Mile.
Barytes.
Battens, under 14 Feet.
Blood.
Bottles (common).
Brimstone or Sulphur.
Burr Stones.
Carboys (Acids or Spirits) in Truck Loads, at Owner's Risk.
Cement.
Charcoal.
Chimney Cans and Vases, at Owner's Risk.
Clog Blocks.
Cockles and Mussels.
Cullet or broken Glass.
Earthenware.
Emery Stones.
Forgings.
Founder's Dust.
Fuller's Earth.
Fustic.
Flints.
Grease and Grease Butter.
Gypsum.
Iron Borings.
Iron Railings.
Ivory Black.
Kelp.
Lead (Pig).
Lead (Sheet and Piping).
Lead (Red and White).
Manganese.
Military Stores, 2*d.* per Ton per Mile
Nails (Iron).
Nail Rods.
Nitrate of Soda.
Oils, in Casks.
Old Metal.
Onions.
Paints and Colours.
Plaster.
Railway Bars.
Railway Sleepers.
Retorts (Clay and Iron).
Rivets.
Sanitary Tubes.
Spelter.
Stones of 20 Cwt. and upwards.
Stucco (rough and ground).
Sugar (raw) and Molasses.
Tin and Tin Plates.
Valonia.
Vitriol (in Truck Loads), at Owner's Risk.
Whiting.
Zinc (Sheet), &c.

CLASS III.—6*s.* 8*d.* per Ton, Station to Station.

Acid (Wood), in Casks.
Ale, bottled.
Ale.
Alum.
Anchor and Chain Cables.
Anvils.

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CLASS III.—*continued.*

Apples and Pears.
Bacon.
Bagging or Sacking.
Barilla.
Bark.
Battens (above 14 Feet).
Bichrome.
Black Lead.
Blacking.
Blubber.
Brick, Bath or Flanders.
Bristles.
Butter.
Candle Wicks.
Canvas or Sail Cloth and Sails.
Cast Iron Articles (solid and pipe), at Company's Risk.
Cast Iron Articles (hollow), at Owner's Risk.
Chicory Root.
Clover, Rye Grass, and other Agricultural Seeds.
Coffee and Cocoa.
Copper (in Sheets or Bolts and Ingots).
Cordage.
Cotton Wool.
Cracklings.
Creosote, in Casks.
Cranberries.
Deals.
Drysalteries.
Dye Stuffs.
Eggs, at Owner's Risk.
Felt.
Fish (Cod), dried or salted.
Gas, Water Pipes, at Company's Risk.
Galvanised Iron.
Garancine.
Glauber Salts.
Grates (common), at Owner's Risk.
Gutta Percha.
Haddocks (Finnon or smoked).
Hair (Plasterer's).
Hams.
Hay (press-packed).
Hemp.
Herrings (Red), 12 Barrels to be reckoned a Ton.
Herrings (White), 6 Barrels to be reckoned a Ton.
Hides (salted or wet).
Hoops.
Horns or Hoofs.
Ice.
Iron Liquor.
Iron Turn-tables.
India-rubber and Goloshes
Jute.
Lard.
Lathwood.
Leather.
Lemons.
Linseed.
Logwood.
Madder and Madder Roots.
Metals (Sheathing, &c.)
Millstones and Grindstones.
Mill Waste.
Machinery, under 35 Cwt., at Owner's Risk.
Machines, weighing (large), at Owner's Risk.
Mahogany Logs.
Millboards.
Monumental Work, at Owner's Risk.
Nets.
Oak and Pine Timber.
Ochre.
Osnaburghs.
Ovens (common), at Owner's Risk.
Oysters.
Oranges.
Pelts or Skins.
Pipes (Smoking), Clay.
Plants and young Trees.
Porter, actual Weight to be charged at Tonnage Rates.
Provision, salted (Beef or Pork).
Putty.
Paper.
Paper Hangings.
Paper Shavings.
Rags.
Rain-water Pipes, Gutters, and their Connexions, at Company's Risk.
Railway Chairs, at Company's Risk.

CLASS III.—*continued.*

Rice.
Ridges (Iron), at Company's Risk.
Ropes.
Ropes (Wire).
Rotten Stone.
Rum, at Owner's Risk.
Sago.
Saltpetre or Nitre.
Sash Weights.
Screws.
Sheathing.
Shumac.
Size (Liquid).
Spetches.
Spikes.
Spirits, at Owner's Risk.
Starch.
Staves.
Steel.
Stoves (Canada and common), at Owner's Risk.
Sugar House Moulds.
Sulphate of Copper and Soda.
Thread, in Boxes.
Tow and Codilla.
Turpentine.
Twigs (Brown).
Types.
Vegetables (packed or loose), at Owner's Risk.
Waste (Cotton and Woollen).
Whisky, at Owner's Risk.
Wine, at Owner's Risk.
Wire (undamageable).
Wool (Animal).
Yarn (Cotton and Linen).
Yeast.

CLASS IV.—8*s.* 0*d.* per Ton, Station to Station.

Agricultural Implements.
Arrowroot.
Balsam Copaiba.
Biscuits.
Black Beer.
Bladders.
Bleached and unbleached Goods.
Blinds (Window).
Bobbins.
Boilers, under 35 Cwt.
Books.
Boots and Shoes.
Brass and Brass Wire.
Bread.
Brushes.
Candles.
Carpeting.
Carriage Springs, Axles, and Steps.
Cast Iron Articles (hollow), at Company's Risk.
Cheese, at Owner's Risk.
China.
Cider.
Cochineal.
Cocoa Nuts.
Combs.
Confectionery.
Corkwood.
Crucibles.
Cudbear.
Currants.
Cutch.
Drugs.
Eggs, at Company's Risk.
Emery.
Fire Irons.
Floor Cloths.
Fruit, dried and not dried.
Ginger.
Glass and Crystal, at Owner's Risk.
Glue.
Grates (common), at Company's Risk.
Groceries.
Gum.
Hardware or Ironmongery.
Hides (dried).
Honey.
Hops.
Horsehair.
Hurdles.
Indigo.
Ink.
Iron Bedsteads.
Iron Wire (bright).

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CLASS IV.—*continued.*

Isinglass.
Jars, empty (new).
Joiner's Work.
Lampblack.
Lasts.
Lemon Juice.
Linen, in Boxes and Bales.
Liquorice.
Locomotive Tubes.
Machinery, under 35 Cwt., at Company's Risk.
Machines, Weighing (large), at Company's Risk.
Marble Blocks, under 35 Cwt.
Mastic.
Mats and Mattresses.
Meters (Gas).
Mustard.
Nails (Copper and Brass).
Naphtha, in Casks.
Nuts.
Oakum.
Oars.
Old Clothes.
Ovens (common), at Company's Risk.
Pencils (Slate).
Perry.
Pickles.
Preserved Provisions.
Pimento and Black Pepper.
Railway Tickets and Cards.
Raisins.
Rum, at Company's Risk.
Safes (Iron).
Sal Ammoniac.
Sarsaparilla.
Saws.
Screws.
Screw Jacks.
Scythes and Sickles.
Scythe Stones.
Seeds other than Agricultural.
Senna.
Shot.
Slates (Writing).
Smaltz.
Sizing.
Spades and Shovels.
Spirits and Wines (bottled), at Owner's Risk.
Spirits, at Company's Risk.
Soda Water.
Stationery.
Stoves (Canada and common), at Company's Risk.
Sugar (refined).
Sweets and Cordials.
Tacks.
Tapioca.
Tarpaulings.
Tea.
Tobacco.
Treenails.
Twigs (White).
Umbrella Stretchers.
Varnish.
Veneers.
Vices.
Vinegar.
Wadding.
Wainscot.
Warps and Weft (Cotton).
Waste (Silk).
Whalebone.
Wheel Spokes.
Whisky, at Company's Risk.
Wine, at Company's Risk.
Yarns (Woollen and Worsted).

CLASS V.—10*s.* per Ton, Station to Station.

Bales and Boxes, Haberdashery, Silks, &c.
Bale Goods, Cotton and Woollen.
Baskets.
Boilers, 35 Cwt. and upwards.
Brass Tubing.
Carboys, Acids or Spirits, in full Truck Loads, at Company's Risk.
Cheese, at Company's Risk.
Clocks.
Cloth in Bundles, loose.
Copper Rollers.
Copper Tubing.
Corks.
Feathers for Beds.
Fencing Iron.

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CLASS V.—*continued.*

Fish (fresh).
Fowls (dead).
Hay, loose.
Hosiery.
Lamps.
Looms.
Luggage.
Machinery of 35 Cwt. and upwards.
Machines (Weighing), small.
Marble Blocks of 35 Cwt. and upwards.
Meat (fresh).
Naphtha, in Tins.
Oils, in Jars and Tins.
Picture Frames.
Rabbit Skins.
Reeds and Rushes.
Saddlery.
Salmon, in Boxes.
Seal Skins.
Small Wares.
Snuff.
Spices.
Spirits and Wines (bottled), at Company's Risk.
Sponge.
Stones (polished).
Straw, loose.
Tapes.
Tinware.
Toys.
Tubing, Copper and Brass.
Vitriol, in Truck Loads, at Company's Risk.
Umbrellas.
Vegetables (loose), at Company's Risk.
Wheels (Wood).
Window Frames (Iron).
Wood Carvings.

CLASS VI.—15*s.* per Ton, Station to Station.

Amber.
Basket Carriage and Gig Bodies, finished, in Cases or Matting, if not declared at Owner's Risk, 20 per Cent. more than Sixth Class Rate, Minimum 1 Cwt.
Ditto, at Owner's Risk, Minimum 1 Cwt.
Ditto, unfinished, whether sent singly or in Bundles, Minimum 1 Cwt.
Beds and Bedding (as Furniture).
Bedsteads, Iron, fitted up (as Furniture).
Bedsteads when carried along with other Furniture to be charged as Furniture.
Billiards and Bagatelle Tables (as Furniture).
Billiard Tables, Slate Beds of.
Bonnets.
Bonnet Fronts, at Company's Risk.
Bonnet Shapes.
Cabinet Ware (as Furniture).
Chairs, Windsor and Common, new.
Chairs, other than as above (as Furniture).
Chandeliers and Gaseliers (as Furniture).
China, in Boxes.
Cigars.
Cinnamon.
Clocks, English and French.
Cornice Poles (as Furniture).
Crabs (*see* Fish).
Crape.
Crinolines.
Elephants' Teeth.
Embroidery.
Engravings.
Feathers for Dress.
Fish, all fresh Fish (not including Shell Fish), except Herrings, Sprats, and Salmon, in Boxes.
Shell Fish (Crabs, Lobsters).
Furniture, when packed in Cases and Frames.
Ditto, when packed in Mats or sent loose, 20 per Cent. extra, unless the Owners undertake in Writing, or by special Consignment Note, to relieve the Companies from all Damage, in which Case the Sixth Class Rate to be charged.

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CLASS VI.—*continued.*

Ditto, in Vans, Carts, or Frames for gross Weight of the Furniture, and Van, Cart, or Frame, including Collection and Delivery, the Van, Cart, or Frame to be returned free, Station to Station.

"Empty Furniture Vans when sent to be filled are to be charged, but the Charge is to be remitted upon Proof being given of their having returned laden by the same Route."

Furs.

Game.

Gaseliers and Chandeliers (as Furniture).

Glass, Stained, Plate, and Shades, at Owner's Risk.

Gloves.

Hats of all Kinds.

Iron Bedsteads, fitted up (as Furniture).

Ivory.

Lace.

Machines, Sewing.

Mattresses (as Bedsteads).

Millinery.

Mirrors (at Owner's Risk).

Mushrooms.

Musical Instruments.

Organs and Organ Work, under 5 Tons.

Papier Maché Goods, except Trays.

Parchment.

Perambulators, packed in Cases, Crates, or Boxes.

Ditto, not packed, at Owner's Risk.

Perfumery.

Pianos.

Pictures.

Poultry, alive.

Ribbons.

Sewing Machines.

Silk, manufactured.

Silk, raw.

Silk Velvet.

Skeleton Sofas (as Furniture).

Slate Beds of Billiard Tables.

Spirits of Wine (as Wines and Spirits).

Sponge, Turkey, in Cases.

Teazles.

Tin Ware, loose.

Turtle.

Velvet, Silk.

Ventilators.

Wines and Spirits, in Jars and Bottles, containing above 2 Gallons, and not more than 4.

Exceeding 4 Gallons, 20 per Cent. above 6th Class.

Jars and Bottles only to be carried when protected by Basket Work.

CLASS VII.—Special Rates.

Ale and Porter, 4*s.* per Hogshead, including lifting and Delivery.

Ale and Porter, 2*s.* per Half Hogshead, including lifting and Delivery.

Ale and Porter, 2*s.* 8*d.* per Barrel, including lifting and Delivery.

Carboys, Acids of Spirits, at Owner's Risk, under 6 Carboys, at 2*s.* 3*d.* each.

Herrings (White), under 6 Barrels, 2*s.* 6*d.* each, including lifting and Delivery.

Vitriol, under 6 Carboys, only by special Arrangement, under Owner's Risk, 2*s.* 3*d.* each.

Grain, Flour, Meal, and all Mill Products of Grain, 6*s.* per Ton after August 1869.

Bar Iron, Rod Iron, and Hoop Iron, and all similar Descriptions of Wrought Iron or Castings not manufactured into Utensils, and other similar Articles, 6*s.* per Ton after August 1869.

Note.—The whole of the above Rates also to apply to Traffic betwixt Granton, and Granton Pier and Harbour, and Glasgow, and vice versâ; a proportionate Allowance being made for the Difference of Distance.

CHARGES FOR EMPTY PACKAGES.

	Not carted.		Carted.	
	s.	*d.*	*s.*	*d.*
Quarter Hogsheads	0	2 each.	0	3 each.
Half ditto	0	4 „	0	5 „
Hogsheads	0	8 „	0	10 „
Puncheons	1	0 „	1	3 „
Carboys at Company's Risk	0	3 „	0	4 „
Ditto at Owner's Risk	0	1 „	0	1 „
Jars returned at Company's Risk	0	3 „	0	4 „
Ditto at Owner's Risk	0	1 „	0	2 „
Herring Barrels	0	1 „	0	1 „

Dryware Packages returned free, but not carted.

SMALL PACKAGES AND PARCELS, INCLUDING CARTAGE.

Not exceeding 28lbs., 6*d.* each.
Not exceeding 28lbs. to 56lbs., 8*d.* each.
Not exceeding 58lbs. to 84lbs., 10*d.* each.
Not exceeding 84lbs. to 112lbs., 1*s.* each.
When exceeding 1 Cwt. to be charged after the respective Rates fixed for Goods, except that no Quantities exceeding 1 Cwt. shall be charged less than the Rates given for 1 Cwt.
Returned empty Porter Casks to Leith and Granton for London, "free."

* Square and round Timber, 3*d.* per Ton per Mile, Station to Station.

FOR CATTLE AND SMALL ANIMALS.

	s.	*d.*
For each Head of lean Cattle	2	6
For each Head of fat Cattle	3	6
For each small Animal	0	6

Provided that the minimum Charge for a Truck Load shall be Ten Shillings.

SECTION 2.—FOR TRAFFIC CONVEYED FOR A DISTANCE EXCEEDING 15 MILES ON THE EDINBURGH AND GLASGOW RAILWAY, OR PARTLY ON THE EDINBURGH AND GLASGOW RAILWAY AND PARTLY ON THE NORTH BRITISH RAILWAY.

The following are the maximum Rates and Tolls in any of the Six following Classes of Goods, if conveyed for a Distance exceeding Fifteen Miles on the Edinburgh and Glasgow Railway, or partly on the Edinburgh and Glasgow Railway and partly on the North British Railway, including the Use of Carriages and locomotive Power, and Tolls for the Use of the Railway :

Classes 1, 2, and 3.—The several Articles herein-before specified in Classes 1, 2, and 3, Twopence Halfpenny per Ton per Mile.

Classes 4 and 5.—The several Articles herein-before specified in Classes 4 and 5, Threepence per Ton per Mile.

Class 6.—The several Articles herein-before specified in Class 6, Fourpence per Ton per Mile.

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SECTION 3.—FOR CERTAIN TRAFFIC CONVEYED ON THE NORTH BRITISH RAILWAY.

The following are the maximum Rates or Tolls in any of the following Classes or Descriptions of Traffic conveyed on the North British Railway:

First, for the Carriage of small Parcels (that is to say, Parcels not exceeding Five hundred Pounds in Weight each,) on the Railway or any Part thereof, the following Rates of Toll, including all Charges incidental to such Conveyance; namely,

For any Parcel not exceeding Seven Pounds in Weight conveyed for a Distance not exceeding Thirty Miles, Sixpence; and if conveyed for a Distance exceeding Thirty Miles, Ninepence:

For any Parcel exceeding Seven Pounds and not exceeding Fourteen Pounds in Weight conveyed for a Distance not exceeding Thirty Miles, Ninepence; and if conveyed for a Distance exceeding Thirty Miles, One Shilling:

For any Parcel exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds in Weight conveyed for a Distance not exceeding Thirty Miles, One Shilling; and if conveyed for a Distance exceeding Thirty Miles, One Shilling and Sixpence:

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight conveyed for a Distance not exceeding Thirty Miles, One Shilling and Threepence; and if conveyed for a Distance exceeding Thirty Miles, Two Shillings:

And for any Parcel exceeding Fifty-six Pounds in Weight the Company may demand any Sum which they think fit:

Provided always, 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:

Second, for the Carriage of any light Piece of Machinery or other Article requiring One whole Truck or more than One Truck, if conveyed for any Distance exceeding Six Miles, including all Charges incidental to such Conveyance, Fourpence per Truck per Mile:

Third, for the Carriage of Coals, Culm, Charcoal, or Cinders, including locomotive Power and Use of Waggons, if conveyed for any Distance exceeding Six Miles but not exceeding Ten Miles, Twopence Halfpenny per Ton per Mile; and if conveyed for any Distance exceeding Ten Miles but not exceeding Twenty-five Miles, then, in addition to the Charge for Ten Miles, One Penny Halfpenny per Ton per Mile for the Distance travelled beyond Ten Miles; and if conveyed for a Distance exceeding Twenty-five Miles, One Penny Halfpenny per Ton per Mile for the entire Distance travelled on the North British Railway.

SCHE-

SCHEDULE (C.)

THIS AGREEMENT, made and executed by and between the Glasgow and South-western Railway Company of the First Part, and the North British and Edinburgh and Glasgow Railway Companies of the Second Part, witnesseth, that whereas the Undertakings of the Companies are so situated with regard to each other that it would be very advantageous to themselves and to the Public if Arrangements for the Cultivation, Development, and free Interchange and Transmission of Traffic between and over their respective Systems, by and through the Junctions after mentioned, were agreed to and made between them: And whereas there already exists a Junction between the Undertakings of the Parties hereto at Gretna in the County of Dumfries, and another Junction will be made between them at Annan, also in the County of Dumfries, under the Provisions of "The Solway Junction Railway Act, 1864," and other Act or Acts relating to that Railway: And whereas a Junction will be made between the Undertakings of the Parties hereto in Glasgow, under the Provisions of "The Glasgow Union Railway Act, 1864:" Therefore, with a view to carry into effect the before-mentioned Objects, the Parties hereto have agreed and bind and oblige themselves as follows; that is to say,

First. That the Traffic referred to in this Agreement shall mean all Traffic of every Description passing or directed or intended to pass through or by the before-mentioned Junctions at Gretna, Annan, and Glasgow, or any of them, to, from, or over the respective Undertakings of the Parties hereto, which shall be held to include the Railways leased to or worked by each of them respectively, now or hereafter.

Second. The Parties hereto shall give to each other, in respect to the Traffic herein-before mentioned, all such Facilities as are usual or useful for the convenient Working or Development of Railway Traffic, including, among other things, Through Booking, Through Tickets and Invoices, and, so far as may reasonably be required, Through Carriages and Waggons, and conveniently timed and arranged Trains, whether ordinary or special, as the Case may require, for the Reception, Forwarding, Transmission, Conveyance, and Delivery of such Traffic, and shall accommodate, manage, and forward such Traffic, and give such Facilities, as effectually, regularly, and expeditiously as if it were the proper Traffic of the Company giving such Facilities, or Traffic which they were desirous of cultivating to the utmost, and shall not give any Preference, Priority, or Advantage over it to any other Traffic, subject only to the Payment to the Company or Companies giving such Facilities of the Proportion of Receipts from such Traffic as herein-after provided.

Third. The Parties hereto shall forward all the foresaid Traffic tendered to them by each other over such Portions of their own respective Lines as may from Time to Time be directed by the Company or Companies tendering the same, and all Traffic specially consigned by the Public as to be conveyed by any particular Route, set forth in Article 1., shall be sent by such Route.

Fourth. Each of the Parties hereto shall, as respects the foresaid Traffic, so far as regards Passengers, be entitled to and may, at their own Cost, employ their own Clerks for booking such Traffic at any present or future Passenger Station or Stations on the Lines of the other Party, and such other Party shall provide the necessary Accommodation for such Clerks at such Station or Stations; provided always, that such Clerks shall be subject to the Regulations from Time to Time in force at such Station or Stations; and the Payment for the Accommodation so provided by any of the said Parties shall be determined by Agreement, or, in case of Difference, by Arbitration in manner herein-after mentioned.

Fifth. The Parties hereto shall, in respect of Goods and Mineral Traffic comprehended in this Agreement, be at liberty, at their own Cost, to employ at any of the present or future Goods or Mineral Stations on the Lines of the other Party such Clerks or Agents as they may think proper for the Purpose of invoicing, collecting, delivering, and carting the said Traffic, and for such Purpose may enter and use any such Station or Stations, subject nevertheless to the Regulations from Time to Time in force thereat; and the Party owning such Station or Stations shall, for the Cartage so performed, when the Rate charged for such Traffic includes Cartage, allow to the Company using such Station or Stations and performing such Cartage an Amount per Ton equal to the average actual Cost per Ton of Cartage performed by the Company owning such Station or Stations, or their Agents at such Station or Stations.

Sixth. Each of the said Parties shall have Power to fix the Rates and Fares for all Traffic the Subject of this Agreement passing or intended to pass over the Lines of such Party and the other of the said Parties, with this Qualification and Restriction, that where the Lines of the First Party and the Lines of the Second Parties shall by themselves alone form the only Route or Routes in use between any Two Towns or Places, the Rates and Fares between these Two Places shall be such as may be agreed on amongst the Parties hereto, or, in case of Difference, as shall be fixed by Arbitration in manner after mentioned.

Seventh. The Receipts arising from the foresaid Traffic, after Deduction of Government Duty and the usual Terminal from Time to Time allowed by the Railway Clearing House, which shall belong and be paid to the Companies respectively entitled thereto, (the Terminal on Articles not usually fixed by the Clearing House, as on Coals and Lime, to be such as may be agreed on, or, in case of Difference, fixed by Arbitration,) and any Portion of Through Rate or Fare which may be due to other Parties or Companies concurring in such Through Rates or Fares, shall be divided amongst the Parties hereto by Mileage, according to the actual Distance travelled over their respective Railways: Provided always, that the Party over whose Railways the said Traffic is carried at the Instance of the other Party shall in no Case receive in such Division a less Sum per Mile of the Distance for which such Traffic shall be conveyed over their Railways than the following; viz.,

	Pence.	Decimal Parts of a Penny.
Passengers per Ordinary or Express Trains, First Class, each, per Mile - - - - - -	1	·25
Passengers by Ordinary or Express Trains, Second Class, each, per Mile - - - - - -	0	·91

Passengers

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	Pence.	Decimal Parts of a Penny.
Passengers by Ordinary or Express Trains, Third Class and Parliamentary, each, per Mile - - - - -	0	·60
Passengers by Excursion Trains, First Class, for single Journey, each, per Mile - - - -	0	·54
Passengers by Excursion Trains, in covered Carriages, single Journey, each, per Mile - - - -	0	·27
Passengers with Tourists Tickets, First Class, single Journey, each, per Mile - - - - - -	1	·02
Passengers with Tourists Tickets, Second Class, single Journey, each, per Mile - - - -	0	·73
Passengers with Tourists Tickets, Third Class, single Journey, each, per Mile - - - -	0	·37
Parcels, each, per Mile - - - - -	0	·05
Fish, per Ton per Mile - - - -	1	·60
Horses, if only One, per Mile - - - -	1	·93
Ditto, if Two, per Mile - - - - -	2	·89
Ditto, if Three per Mile - - - - -	3	·85
Carriages, each, per Mile - - - - -	2	·03
Dogs, each, per Mile - - - - -	0	·19
Goods and Minerals, average Rate per Ton per Mile -	0	·80
Live Stock, per Truck per Mile - - - -	3	·00

Providing always, that it shall be in the Power of any of the Parties hereto, at the Expiration of Five Years from the last Date hereof, and at the Expiration of every subsequent Period of Five Years, to refer to Arbitration in manner herein-after provided whether any Alteration has taken place in the Cost of working, or in the Charges made to the Public at the Time, such as would justify any Alteration in the minimum Amount per Mile to be paid to the Company entitled to the said Rates and Fares as aforesaid, and if the Arbitrator, Arbitrators, or Umpire, as the Case may be, so think fit, it shall be lawful for them or him to make such Alteration therein as they or he may think proper.

Eighth. The said Parties hereto, or any of them, may run over and use, with their Engines, Trucks, and Carriages of every Description, the Lines of each other, for the Purpose of conveying the Traffic before mentioned, and the Stations, Watering Places, Works, and Conveniences upon and connected with their respective Systems; and the Party who shall exercise such Power (and who, as exercising such Power, is herein-after called "the Running Company"), and the Company whose Lines are run over, shall respectively be entitled to the Conveniences and Privileges and be subject to the Regulations and Obligations herein-after mentioned; (that is to say,)

1st. The Running Company shall (subject to the Provisions of the Acts applicable thereto) have the Power to fix the Through Rate or Fare at which such Traffic shall be conveyed by them for the whole Distance for which it shall be so conveyed upon their own Railways and the Railways of the Company whose Lines are run over, with this Qualification and Restriction, that where the Lines of the First Party and the Lines of the Second Parties shall by themselves alone form the only Route or Routes between

between any Two Places, the Rates and Fares between those Two Places shall be such as may be agreed on amongst the Parties hereto, or, in case of Difference, as shall be fixed by Arbitration in manner after mentioned; and from the said Through Rates shall be deducted, in the first place, the Government Duties in respect of Passengers, and the usual Terminals payable in respect of such Traffic, according to the Regulations of the Railway Clearing House in force for the Time being (subject to the special Provision as to Terminals on Minerals provided in Article 7), which shall belong and be paid to the Companies respectively entitled thereto, and, in the second place, 25 per Cent. of the Amount remaining, after deducting the said Duties and Terminals as aforesaid, which Percentage shall be retained by the Running Company on account of their Working Expenses in relation to such Traffic, and the Residue shall be apportioned among the Companies entitled thereto by an equal Mileage Rate according to the said Regulations for the total Distance for which such Traffic shall be conveyed by the Running Company upon their own Railways and the Railways of the Company or Companies whose Lines are run over: Provided always, that, after Deductions of the said Duties and Terminals as aforesaid, the Company or Companies whose Lines are run over shall in no Case receive a less Sum per Mile of the Distance for which such Traffic shall be conveyed over their Railways than the following; viz.,

	Pence.	Decimal Parts of a Penny.
Passengers by Ordinary or Express Trains, First Class, each, per Mile	1	·25
Passengers by Ordinary or Express Trains, Second Class, each, per Mile	0	·91
Passengers by Ordinary or Express Trains, Third Class and Parliamentary, each, per Mile	0	·60
Passengers by Excursion Trains, First Class, for single Journey, each, per Mile	0	·54
Passengers by Excursion Trains, in covered Carriages, single Journey, each, per Mile	0	·27
Passengers with Tourists Tickets, First Class, single Journey, each, per Mile	1	·02
Passengers with Tourists Tickets, Second Class, single Journey, each, per Mile	0	·73
Passengers with Tourists Tickets, Third Class, single Journey, each, per Mile	0	·37
Parcels, each, per Mile	0	·05
Fish, per Ton per Mile	1	·60
Horses, if only One, per Mile	1	·93
Ditto, if Two, per Mile	2	·89
Ditto, if Three, per Mile	3	·85
Carriages, each	2	·03
Dogs, each	0	·19
Goods and Minerals average Rate, per Ton	0	·80
Live Stock, per Truck	3	·00

Subject

Subject as aforesaid to Deduction of 25 per Centum for Working Expenses: Providing always, that at the Expiration of Five Years from the last Date hereof, and at the Expiration of every subsequent Period of Five Years, it shall be lawful for and in the Power of any of the Parties hereto to refer to Arbitration in manner herein-after provided whether any Alteration has taken place in the Cost of working, or in the Charges made to the Public at the Time, such as would justify any Alteration in the minimum Amount per Mile to be paid to the Company whose Lines are run over as aforesaid, and if the Arbitrator, Arbitrators, or Umpire, as the Case may be, so think fit, it shall be lawful for them or him to make such Alteration therein as he or they shall think proper.

2nd. The Use on and over the Lines of the Parties hereto of any Engines, Carriages, and Waggons from Time to Time employed upon the Railways of the Parties hereto, with their Servants properly accompanying their Trains:

3rd. The Use of sufficient Engine Stables, Coking Places, Water, Gas, and other Conveniences to be provided by the said Parties on their own respective Systems to the Extent and at Charges to be from Time to Time fixed by Agreement or by Arbitration:

4th. The joint or separate Use of the Offices, Warehouses, Stations, Sidings, and other Accommodation at the several Stations, Wharves, stopping, loading, and unloading Places, Sidings, and Junctions of the Lines of the Parties hereto, the Extent of such Use, and the Nature of the Arrangements for working the Traffic at the respective Places, to be determined by Agreement or by Arbitration, and the Payment for the same to be the Terminals as respects Merchandise and Live Stock Traffic, and as respects Passenger Traffic to be such special Payment, if any, as may be determined by Agreement or by Arbitration; and farther, if at the Request of any of the Parties hereto the Arbitrator shall order any Enlargement or Alteration of any of the said Stations or Places, such Enlargement or Alteration shall be made by the Party on whose Lines the same may be situated, and the annual Payment therefor, if any, shall be settled by Agreement or by Arbitration:

5th. Each of the said Parties hereto may appoint, at the Stations of the other Parties, such Porters, Clerks, Agents, and other Servants and Officers for the Reception, handling, booking, invoicing, forwarding, and managing their Traffic as they may think proper, receiving for the Expense of such Services such Sum as may be from Time to Time fixed by Agreement or Arbitration, and as respects Cartage an Amount per Ton equal to the average actual Cost per Ton of Cartage performed by the Company owning such Station or Stations, or their Agents at such Station or Stations:

6th. The Hours of Arrival and Departure of the Trains run by the Parties hereto, or any of them, shall, in case of Difference, be fixed by Arbitration:

7th. If the Running Company, or the Company whose Lines are run over, shall complain of any Infringement of the Conditions specified under this Head of the Agreement, or if any Difference shall arise amongst the Parties

Parties hereto as to the proper Construction of the said Conditions, or as to anything that ought or ought not to be done thereunder, or in any way in consequence thereof, every such Complaint or Difference shall be settled by Arbitration as herein-after provided:

8th. The Running Company shall, in the Use of the Railways run over, be subject to the Byelaws and Regulations for the Time in force of the Company whose Lines are run over.

Ninth. The Running Company shall not be entitled to carry or interfere with any Traffic arising and terminating on the respective Railways of the Parties hereto.

Tenth. Where any of the Parties hereto have Running Powers over Lines belonging to other Companies, and which Powers they cannot extend to either or both of the other Parties hereto, then the Company having such Powers shall be bound to convey the Traffic of the other Party or Parties not having such Powers as expeditiously as if such Powers had been conferred on the said other Party or Parties.

Eleventh. If any of the Parties hereto grant to any other Railway Company in respect of competitive Traffic passing over such Parties Lines a Rate or Fare on or beyond the Lines of such Party, which, in Division, gives to the said Party a lower Minimum than is herein-before agreed to be granted to the Parties hereto, then such Party so granting the said Rate or Fare shall grant the same Rates, Fares, Facilities, and Advantages to the other Parties hereto, and the Minimum herein-before fixed shall not apply to such Rates or Fares.

Twelfth. Whereas between Places on the Lines of the Parties hereto any Two or more of the Routes referred to in Article 1. may apparently present competitive Routes for Passenger Traffic, the Subject of this Agreement, equal Fares shall be applicable to such competitive Routes.

Thirteenth. Where Goods and Mineral Traffic, the Subject of this Agreement, shall arise on the System of Railways of one of the Parties hereto, and shall terminate on the System of the other of the Parties, such Traffic shall, as far as may be convenient, be carried by that Route which is the shortest; and, whether so carried or not, the Receipts from such Traffic shall be divided between the Parties hereto as if carried by the shortest Route.

Fourteenth. The Parties hereto, anything in this Agreement to the contrary notwithstanding, shall not be bound to grant to each other any of the Facilities or Advantages herein-before provided in respect of any Traffic sent or intended to be sent by any unreasonably circuitous or inconvenient Route, and any Difference which may arise in respect of this Provision shall be settled by Arbitration in manner herein-after provided.

Fifteenth. Proper Accounts shall be kept by each of the Parties hereto who under the Provisions of this Agreement have the Power of fixing the Rates upon or over their respective Lines, and each Party shall have Access to such Accounts whenever they think fit; and in the event of any Difference arising between any of the Parties as to the Manner in which such Accounts shall be kept, or otherwise in reference to such Accounts, such Difference shall be settled by Arbitration in manner herein-after provided.

Sixteenth. If any Difference shall arise between any of the Parties hereto as to the Construction, Meaning, or Intent of any of the Provisions herein contained

contained in respect to the Facilities and Running Powers herein agreed to, or in relation to any Matter arising out of or consequent on or incidental to any such Provisions, or as to the Compliance with or the carrying out of the Spirit and Intention of such Provisions by any of the Parties hereto, such Difference is hereby referred to and shall from Time to Time be settled by Arbitration; and the Arbitrator, Arbitrators, or Umpire acting in any such Arbitration shall have Power to order such Arrangements and Remedies as they or he may think right for securing the due Fulfilment of the Provisions aforesaid, and to award and fix the Amount of the Compensation or Damages to be paid by the one Party to the other in respect of any Breach of the said Provisions or any of them, and in respect of any Neglect or Refusal of the respective Parties hereto to perform and carry out any Award or Order made by such Arbitrator, Arbitrators, or Umpire, or by any other Arbitrator, Arbitrators, or Umpire, under any previous Arbitration as to any of the Matters aforesaid.

Seventeenth. Every Arbitration as to any Difference, Question, Matter, or Thing relating to the Running Powers and Facilities by this Agreement provided shall be determined and conducted in the Manner and subject to the Provisions of "The Railway Companies Arbitration Act, 1859," as if the same had been referred in manner in that Act required by the Parties between whom such Difference shall arise.

Eighteenth. This Agreement shall commence and take effect from the Day on which a Junction shall be formed between the Undertakings of the Parties hereto in Glasgow or at Annan, and shall continue and remain in force thereafter in perpetuity.

Lastly. The Parties hereto shall be bound to implement this Agreement to each other under the Penalty of Twenty thousand Pounds Sterling, to be paid by the Party failing to the Party or Parties implementing or willing to implement the same, and that over and above Performance; and the Parties hereto consent to the Registration hereof for Preservation and Execution.

In witness whereof these Presents, printed upon this and the Seven preceding Pages, are sealed in Triplicate with the Common or Corporate Seal of the said North British Railway Company, and signed by James Nairne, Secretary to the said Company, at Edinburgh, the Seventeenth Day of March in the Year Eighteen hundred and sixty-five, before these Witnesses, David Crabb and William Russell Hamilton, both Clerks in the Office at Edinburgh of the said North British Railway Company; and are sealed in Triplicate with the Common or Corporate Seal of the said Edinburgh and Glasgow Railway Company, and signed by John Latham, Manager of the said Company, on behalf of the Secretary of the said Company, at Glasgow, the Twenty-first Day of March in the Year last mentioned, before these Witnesses, Peter Macgregor and James Fergusson, both Clerks to the said Edinburgh and Glasgow Railway Company; and are sealed in Triplicate with the Common or Corporate Seal of the said Glasgow and South-western Railway Company, and signed by William John Wainwright, Secretary to the said Company, at Glasgow, the Twelfth Day of April in the Year last mentioned, before these Witnesses, John Morton and John McKerrow Hair, both Clerks in the Office at Glasgow of the said Glasgow and South-western Railway Company; declaring that the Testing Clause hereof, from and after the Words "In witness whereof," is written by

The North British and Edinburgh and Glasgow Railway Companies Amalgamation Act, 1865.

George Andrew Thomson, Clerk to Messieurs Dalmahoy, Wood, and Cowan, Writers to the Signet, Edinburgh.

(Signed) JOHN LATHAM, pro Sec.
J. NAIRNE, Sec. N. B. Ry. Co.
W. J. WAINWRIGHT, Secy. G. & S. W. Ry.

(Signed) P. MACGREGOR, Witness.
J. FERGUSSON, Witness.
DA. CRABB, Witness.
W. R. HAMILTON, Witness.
JNO. MORTON, Witness.
JNO. M. HAIR, Witness.

Seal of the North British Railway Company.

Seal of the Edinburgh and Glasgow Railway Company.

Seal of the Glasgow and South-western Railway Company

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