CHAPTER cxlv.

An Act to amalgamate the Glasgow, Bothwell, Hamilton, and Coatbridge Railway with the North British Railway Company; and for other purposes. [21st July 1879.] A.D. 1879.

WHEREAS by the Glasgow, Bothwell, Hamilton, and Coatbridge Railway Act, 1874, (in this Act called "the Act of 1874,") the Glasgow, Bothwell, Hamilton, and Coatbridge Railway Company (in this Act called "the Bothwell Company") were incorporated and authorised to make the railways therein described, (in this Act called "the Bothwell Railways,") and (section 54) to run over certain portions of the North British Railway, and (section 59) to have certain facilities for the transmission of traffic to, from, or over the railways thereby authorised and the railways of the North British Railway Company (in this Act called "the North British Company"), and to raise a capital of five hundred thousand pounds in ten-pound shares, and to borrow on mortgage one hundred and sixty-six thousand pounds: 37 & 38 Vict. c. cxlvi.

And whereas the railways authorised by the Act of 1874 are completed and opened for public traffic, and the Bothwell Company have raised and expended for the purposes of their undertaking the whole of the said capital of five hundred thousand pounds, and their mortgage debt is one hundred and sixty-six thousand pounds:

And whereas it has been agreed between the said two companies that the Bothwell Company should be amalgamated with the North British Company, and it would be for the public advantage that provision should be made for carrying the said agreement into effect:

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,

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and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Short title.

1. This Act may be cited as the North British (Bothwell Railway Amalgamation) Act, 1879.

Incorporation of general Acts.

26 & 27 Vict. c. 92.
8 & 9 Vict. c. 17.

2. Part V. of the Railways Clauses Act, 1863, relating to amalgamation, and the provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, with respect to the several matters following; (that is to say,) the distribution of the capital of the Company into shares, the transfer or transmission of shares, the payment of subscriptions and the means of enforcing the payment of calls, the forfeiture of shares for nonpayment of calls, the remedies of creditors of the Company against the shareholders, the borrowing of money by the Company on mortgage or bond, the conversion of the borrowed money into capital, the consolidation of the shares into stock, the giving of notices, and the provision to be made for affording access to the special Act; Parts I., II., and III.

26 & 27 Vict. c. 118.

of the Companies Clauses Act, 1863, relating respectively to cancellation and surrender of shares, to additional capital, and to debenture stock, are (except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act—

The expression "the incorporated Acts" shall mean the Acts and parts of Acts incorporated with this Act;

The several words and expressions to which meanings are assigned by the incorporated Acts shall have the same respective meanings;

In the incorporated Acts—

The expression "the special Act" shall mean this Act,

unless in any of the cases aforesaid there be something in the subject or context repugnant to such construction.

Amalgamation of Bothwell and North British undertakings.

4. The undertaking of the Bothwell Company shall, subject to the debts, liabilities, engagements, contracts, obligations, and incumbrances affecting that undertaking, be amalgamated with and form part of the undertaking of the North British Company, subject nevertheless to the provisions of this Act, and such amalgamation shall take effect on and from the second day of August one thousand eight hundred and seventy-eight, which is in this Act referred to as the date of amalgamation.

Defining undertaking of Bothwell Company.

5. For the purposes of the amalgamation effected by this Act the undertaking of the Bothwell Company as existing at the date of amalgamation shall be held to include all the railways, buildings, and works, and all other assets of the Bothwell Company, and in

particular the rolling stock acquired by the Bothwell Company, and also all the lands, houses, and other real estate purchased or feued by or on behalf of and remaining the property of the Bothwell Company howsoever vested, and the proceeds of any lands, houses, and other real estate which the Bothwell Company or those acting on their behalf may have disposed of, and which proceeds may not have been used for the purposes of the Bothwell Company.

NorthBritish Company to maintain and work railways efficiently.

6. After obtaining possession of the railways of the Bothwell Company the North British Company shall in all time coming efficiently maintain and work the same.

NorthBritish Company to assume liabilities, &c. of Bothwell Company.

7. The North British Company shall become liable and responsible for all debts, liabilities, agreements, contracts, obligations, and incumbrances of the Bothwell Company as existing at the time of the passing of this Act, and shall relieve and keep indemnified the Bothwell Company with respect thereto.

As to mortgages of the Bothwell Company.

8. All mortgages of the Bothwell Company existing at the date of the passing of this Act, amounting to the sum of one hundred and sixty-six thousand pounds, shall, during the continuance of such mortgages, respectively continue to be charged upon the undertaking of the Bothwell Company as if this Act had not been passed, but the North British Company shall be liable for all interest which has accrued since the date of amalgamation, or may hereafter accrue on the mortgage debt of the Bothwell Company, and as such mortgages fall due they shall be paid off or may be renewed by the North British Company, and all such renewed mortgages shall be charges upon the undertaking of the North British Company, and the North British Company may raise by mortgage of their undertaking or by the creation of debenture stock all such sums as they may require for paying off mortgages falling due as aforesaid; provided that the aggregate borrowing powers of the North British Company and the Bothwell Company be in no case exceeded.

Shares of Bothwell Company to become lien shares of NorthBritish Company.

9. The shares of the Bothwell Company shall on and from the date of amalgamation become lien shares of the same amount respectively of the North British Company, and are in this Act referred to as Bothwell lien shares, and shall bear the following fixed preferential dividends, payable half-yearly in equal portions in February and August in each year, or at such other periods as those at which the dividends on the consolidated lien stocks of the North British Company shall be payable for the time being; namely,

For the period from and after the second day of August one thousand eight hundred and seventy-eight to the thirty-first

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day of January one thousand eight hundred and seventy-nine, at the rate of five per centum per annum;

For the year ending thirty-first January one thousand eight hundred and eighty, five and one half per centum per annum;

For the year ending thirty-first January one thousand eight hundred and eighty-one, six per centum per annum;

For the year ending thirty-first January one thousand eight hundred and eighty-two, six and one half per centum per annum;

For the year ending thirty-first January one thousand eight hundred and eighty-three, seven per centum per annum;

For the year ending thirty-first January one thousand eight hundred and eighty-four, seven per centum per annum;

For the year ending thirty-first January one thousand eight hundred and eighty-five, seven and one half per centum per annum;

For the year ending thirty-first January one thousand eight hundred and eighty-six, and in all time thereafter, eight per centum per annum;

and such North British lien shares shall be called Bothwell lien stock.

Lien shares to vest in persons entitled to shares in Bothwell Company and be subject to same trusts, &c.

10. The shares of the Bothwell Company shall, after and notwithstanding the conversion thereof into lien shares of the North British Company, be and continue vested in the persons entitled thereto respectively at the date of the passing of this Act, upon and subject to the same trusts, powers, rights, charges, and liabilities as the same respectively were subject to immediately before the passing of this Act, or would have been subject to if this Act had not been passed, and so as to give effect to and not revoke any will or testamentary instrument disposing of or affecting such shares or stocks.

Holders of lien shares to have lien on certain revenues.

11. The proprietors of the Bothwell lien shares shall, over the revenues from local traffic of the undertaking hereby amalgamated, and also over the whole revenues from the through traffic between places on the Bothwell Railways and places on the other railways of the North British Company which would or might have been carried over such railways, in virtue of the facilities provided for in section 59 of the Act of 1874, if this Act had not been passed, have a statutory lien or security preferable (except as regards existing mortgages in the respective undertakings until the expiration of the periods for which they have been severally granted) to all mortgages, debenture stocks, interest, or other debts or obligations of the North British Company for the payment of the fixed prefer-

ential dividends due to them on the said shares, including all arrears of the same, and in ascertaining the amount of the revenues subject to the said statutory lien or security, fifty per centum shall be deducted from the gross receipts for working expenses and all other charges, declaring always that the said lien or right in security shall be rendered available as herein-after mentioned.

How lien to be made effectual.

12. It shall be lawful for one or more of the proprietors of the Bothwell lien shares under this Act to render effectual their lien in the event of any half year's dividend, or any part thereof, not having been paid within four weeks after the day on which the same shall have become due, and that by the appointment in manner herein-after mentioned of a judicial factor upon the revenues by this Act made subject to their lien.

Mode of appointment of judicial factor.

13. The application for the appointment of such judicial factor shall be made by summary petition to the Court of Session, or in time of vacation to the Lord Ordinary on the Bills, in name of the proprietor or proprietors to whom the said fixed preferential dividend ought to have been paid, and the Court of Session or the Lord Ordinary on the Bills, as the case may be, is hereby authorised and required, on such application being made, to appoint some person as judicial factor to the effect and with the powers herein-after mentioned, and a certified copy of the interlocutor making such appointment shall be a sufficient warrant for the judicial factor thereby appointed entering upon his office.

Power of judicial factor.

14. The person appointed judicial factor with respect to arrears of dividends upon the Bothwell lien shares shall be entitled to receive the whole or a competent part of the tolls or sums liable to the payment of the fixed preferential dividends of the said shares in arrear until such fixed preferential dividends, and any fixed preferential dividends which may subsequently become due during the continuance of the judicial factory, together with all costs, including the charges for receiving the tolls or sums aforesaid, be fully paid, and all such tolls and sums of money as aforesaid shall be paid to and received by or to the use of the parties to whom any interest upon mortgages existing at the passing of this Act or to whom any fixed preferential dividend shall be then due, according to their priorities, and shall not be liable in the hands of the judicial factor to any other debts or obligations of the North British Company, and after such interest, fixed preferential dividends, and costs as aforesaid have been so received, the power of such judicial factor shall cease, and he shall be bound to account to the North British Company for his intromissions on the sums received by

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him, and to pay over to their treasurer any balance that may be in his hands.

Provision against prejudicing lien.

15. It shall not be lawful for the North British Company, subject to the maximum tolls and rates authorised to be taken on the Bothwell Railways, to prejudice any lien hereby created by the exaction of a lower rate of tolls or rates on the Bothwell Railways than may be charged for the time on the North British Railway, or by removing or withdrawing from the Bothwell Railways without reasonable cause the locomotive engines, carriages, waggons, or other plant usually employed upon the same, or by not keeping and maintaining such railways in good working order and at all times fit for the use of the public, or by not efficiently working the same; and it shall be competent for the Court of Session and Lord Ordinary on the Bills respectively, and they are hereby required from time to time, to confer such special powers on the judicial factor as may be necessary to render this provision effectual, including power to provide all necessary plant at the cost of the North British Company.

Judicial factor may require separate accounts of revenue to be kept.

16. In the event of a judicial factor being appointed as aforesaid with respect to arrears of fixed preferential dividends upon any of the Bothwell lien shares, it shall be lawful for him to require the directors of the North British Company to keep, and upon the said requisition being made the directors of that Company shall keep, during the continuance of the judicial factory, at the expense and in the books of that Company, separate detailed accounts of the gross revenues (drawn from week to week) subject to such judicial factory, and the judicial factor shall have right of access to the said books and to all states, invoices, and accounts of traffic for the purpose of checking the accuracy of the said detailed accounts of gross revenue.

Judicial factor may require separate accounts of working expenses to be kept.

17. The directors of the North British Company shall also, in the event and during the period aforesaid, and upon being required as aforesaid, keep in the books of that Company and at their expense separate detailed accounts of the working expenses incurred during each half year in earning the revenues subject to such judicial factory, and the judicial factor shall be entitled at all times to examine and check as aforesaid the accounts of gross revenue, as also the accounts of working expenses, and all vouchers and entries connected therewith, and to enforce in the most summary way compliance with the aforesaid provisions for keeping accounts of revenue and working expenses, as aforesaid.

Statutory lien not to be

18. The said statutory lien under this Act shall not be a charge upon land or confer upon the parties entitled thereto any right

or power to enforce payment of interest or dividends in arrear otherwise than through the appointment of a judicial factor as by this Act prescribed. a charge on land.

19. Provided always, that the lien created by this Act shall not prejudice or defeat any existing lien created in favour of the holders in any class of lien shares or stock of the North British Company in the event of their exercising such existing lien and coming into competition with the holders of the Bothwell lien shares. Lien not to prejudice existing lien.

20. The agreement between the Bothwell Company and John Addie and others set forth in the schedule to this Act is hereby confirmed and made binding upon the parties thereto. Confirming agreement between Bothwell Company and John Addie and others.

21. The tolls and charges which the North British Company may demand and take for traffic conveyed upon any railway or railways of the Bothwell Company shall not exceed the tolls and charges authorised to be taken upon such railway or railways under the Act of 1874, but for the purpose of short-distance charges in respect of traffic passing partly over any railway of the Bothwell Company and partly over any railway of the North British Company, the railways of the North British Company and of the Bothwell Company over which such traffic shall pass shall be considered as one railway. As to tolls, &c.

22. Nothing in this Act contained shall exempt the railways of the North British Company or of the Bothwell Company from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels. Railways not exempt from provisions of present or future general Railway Acts.

23. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the North British Company. Expenses of Act.

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The SCHEDULE referred to in the foregoing Act.

Agreement between the Bothwell Company and John Addie and Others.

This agreement, entered into by and between the parties following, videlicet, "The Glasgow, Bothwell, Hamilton, and Coatbridge Railway Company," incorporated by the Glasgow, Bothwell, Hamilton, and Coatbridge Railway Act, 1874, of the first part, and John Addie, Gavin Addie, and James Addie, all iron and coal masters in Glasgow and at Langloan, in the county of Lanark, under the name and firm of Robert Addie and Sons (the major number of them being a quorum), of the second part, witnesseth, that whereas by the 32nd section of the aforesaid Act it is provided that, inasmuch as by the construction of the railways thereby authorised certain parts of the private railway called the Rosehall Railway would be rendered unnecessary, the first party should, "before opening for "traffic any portion of Railway No. 2 situate between Bellshill and the termina- "tion thereof, shut up and cause to be abandoned and disused so much of the said "private railway as is situate to the northward of the point where the same is "crossed by Railway No. 3, on such terms as may have been agreed upon between "the Company and the owners of the said private railway and other parties inte- "rested therein, or, failing agreement, as may have been settled by arbitration:" And whereas an arrangement had been come to between the promoters of the Bothwell Railway and the second party hereto (the owners of the said private railway so provided to be shut up), which was embodied in a letter addressed by them to Mr. Henry Lamond, solicitor for the Bothwell Company, dated 3rd November 1873, and acceptance thereof, dated 8th December 1873, whereby it was provided that their minerals between the pits on the Rosehall estate which that railway accommodated and the Langloan Ironworks or the Dundyvan Basin or the Caledonian Railway should be conveyed at the same rates as theretofore, and that certain railway connexions should also be provided between the pits and the said Bothwell Railway, and other accommodation given, all as more fully under written: And whereas the conditions so provided were given to the said second party by way of special compensation in respect of the loss and disadvantages to which they will be subjected by the carrying out of the before-recited provisions of the 32nd section of the aforesaid Act, and do not and were not intended to confer on them any undue preference or advantage over other traders using the Bothwell Railway: Therefore, the said first party have agreed, as they hereby agree, to accept of the conditions as after written of the said arrangement between the promoters of the Bothwell Railway and the said second party, and bind themselves to implement and fulfil the same, and in respect thereof the said second party hereby consent to the said portion of Railway No. 2 being now opened for traffic, which conditions are as follows:— First. The first party shall, so far as not already done, make and complete, and thereafter uphold and maintain, at their own expense, for the accommodation of

the second party's traffic to and from their pits on the estate of Rosehall, all connexions, lyes, &c. which may be rendered necessary by the formation of the railways authorised by the said recited Act, all as shown on a plan or sketch hereunto annexed, which is docquetted and subscribed by the said parties as relative hereto, and shall uphold and maintain the same at the sight and to the satisfaction of the said second party, or of any person or persons to be appointed by them, but the material in the said connexions, lyes, &c. shall be and remain the property of the first party, and may be removed by them, but that only when the second parties, their heirs, successors, or assignees, cease to be lessees of the minerals in the estate of Rosehall. Second. The first party shall free and relieve the second party from all surface and other damages which may be incurred by or in consequence of the first party's operations in connexion with the formation of the said railways, connexions, lyes, &c. Third. So long as the second party, their heirs, successors, or assignees, are lessees of the minerals, in the estate of Rosehall, the said minerals shall be conveyed from their pits on the said estate (at whatever point on the lines of railway authorised by the said recited Act the said minerals may be delivered) (A) to their works at Langloan, (B) to the Dundyvan Basin of the Monklands Canal, and (C) to the Caledonian Railway, at such points as the second party had connexions with that railway on the said 3rd November 1873, at the rates which were paid prior to the said 3rd November 1873, and these rates shall be in full of all charges whatever for the conveyance of the said second party's traffic between any portion of Rosehall and the said points. Fourth. The said second party shall have power to run on the lines of railway authorised by the said recited Act, and between their pits on the estate of Rosehall and their works at Langloan and Dundyvan Basin, the same or similar waggons as they ran prior to 3rd November 1873 between the said estate of Rosehall, Langloan Ironworks, and Dundyvan Basin. Fifth. The private railway called the Rosehall Railway, referred to in the 32nd section of the before-recited Act, shall not be interrupted until the access to the said second party's works at Langloan from the estate of Rosehall over the lines of railway authorised by the said recited Act shall have been completed to the satisfaction of the second party, and actually used by them for their mineral traffic aforesaid. Sixth. In the event of the second party's traffic being hindered or interrupted by the operations of the first party in the construction of the said railways, connexions, lyes, &c., all loss and damage sustained or to be sustained by them in consequence of such hindrance or interruption shall be borne and made good to them by the first party. Seventh. The first party shall erect, at a point to be hereafter agreed upon, a weighing box with weighing machine and suitable lyes thereto for the sole and exclusive use and accommodation of the second party, and shall maintain the said weighing box until the foundations are firmly settled, after which it shall be maintained by the second party, and the same shall be and remain the property of the first party and may be removed by them when the second party, their heirs, successors, or assignees, cease to be lessees of the minerals in the said estate of Rosehall; and it is hereby also further provided and agreed that in the event of the first party entering into any agreement for amalgamation with any other railway company, or into any lease or working agreement or any other arrangement whatever of the nature of a lease or working agreement for the working of the said Bothwell

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Railway, then and in that case such other railway company shall be taken bound to adopt this agreement and implement the same so far as then unfulfilled. And the first party hereby further agrees to defray the whole expenses of this agreement and of all negotiations which have already taken place or may still take place between the parties hereto or their respective agents in connexion with the matter embodied herein. And the parties hereto bind themselves to implement their respective parts of the premises to each other under the penalty of £1,000 to be paid by the party failing to the party willing to observe the same over and above performance. And they consent to registration hereof for preservation and execution. In witness whereof these presents written on this and the two preceding pages by Enoch Buchanan, clerk to McGrigor, Donald, and Company, writers in Glasgow, are (under the declaration that the word "hundred" in the 44th line of page 2nd is partly written on erasure) executed in duplicate as follows, viz., they are subscribed by John Hendrie and William Laird, two of the directors of, and by Henry Lamond, secretary to, the said Glasgow, Bothwell, Hamilton, and Coatbridge Railway Company, and they are sealed with the common seal of the said Company, all at Glasgow, on the 25th day of November, in the year 1878, before these witnesses, John Brownlie and James Bannatyne, junior, both clerks to H. and R. Lamond, writers in Glasgow; and they are subscribed by the said John Addie, Gavin Addie, James Addie, and Robert Addie, and Sons (the signature of the said firm being adhibited by the said John Addie), all at Glasgow, on the 15th day of January, in the year 1879, before these witnesses, James Morton, manager, and Peter Macdonald, cashier, both at Langloan Ironworks, Coatbridge, declaring that the foregoing agreement is subject to such alterations as Parliament may think fit to make therein and to the other conditions contained in Standing Order No. 104 of the House of Lords, 1879.

(Sgd.) JOHN BROWNLIE, Witness.
„ JAS. BANNATYNE, JR., Witness.
(L.S.)
„ JAMES MORTON, Witness.
„ P. MACDONALD, Witness.

(Sgd.) JOHN HENDRIE, Director.
„ WILLIAM LAIRD, Director.
„ HENRY LAMOND, Secretary.
„ JOHN ADDIE.
„ GAVIN ADDIE.
„ JAMES ADDIE.
„ ROBERT ADDIE & SONS.

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