ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

# VICTORIÆ REGINÆ.

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## *Cap.* ccxiii.

## An Act to authorize the Construction of Railways and other Works for improving the Railway Communication between *Edinburgh* and *Perth* *viâ* the *Firth of Forth;* and for other Purposes.

[28th *July* 1863.]

WHEREAS by "The *North British, Edinburgh, Perth, and Dundee,* and *West of Fife* Railways Amalgamation Act, 1862," the *Edinburgh, Perth, and Dundee* and *West of Fife* Railway Companies were amalgamated with the *North British* Railway Company: And whereas the Undertaking of the *North British* Railway Company comprises Railways connecting *Berwick, Hexham,* and *Carlisle* with *Edinburgh,* and Railways (late of the *Edinburgh, Perth, and Dundee* Railway Company) from *Edinburgh* to *Granton,* and from *Burntisland* to *Perth,* with a Ferry across the *Firth of Forth* between *Granton* and *Burntisland,* about Six Miles broad, and also a Branch from their Railway North of *Burntisland* to *Dunfermline,* and a Railway (formerly the *Kinross-shire* Railway) leading out of such Branch to *Kinross,* and a Railway (formerly the *Fife and Kinross* Railway) from *Kinross* to their Main Line from *Burntisland* to *Perth:* And whereas the only other Railway Route from *Edinburgh* to *Perth* is by *Stirling* over 25 & 26 Vict. c. clxxxix

the Railways of the *Edinburgh and Glasgow* and *Scottish Central* Railway Companies: And whereas the *Firth of Forth* at *Queensferry* is less than Two Miles broad, and has from a very early Period, under the Name of the *Queensferry Passage*, formed the great Line of Communication between the South and the North and North-east of *Scotland*: And whereas it would be of great Advantage to the Public, and also to the *North British* Railway Company, if the Railway Communication between *Edinburgh* and *Perth* were improved by the Construction of new Railways from *Queensferry* North of the *Firth of Forth* to their *Dunfermline* Branch near *Dunfermline*, and from their Railway (formerly *Fife and Kinross* Railway) in the Parish of *Strathmiglo* in the County of *Fife* to their Main Line from *Burntisland* to *Perth*, and by the widening of the *Kinross-shire* Railway and Part of the *Fife and Kinross* Railway: And whereas it would be also of Advantage to the Public and to the said Company if Railways were made to connect the said proposed Railways with various Parts of the *North British* System North of the *Firth of Forth*, and also to connect the Main Line of the *North British* Railway in the Parish of *South Leith* with various Branches thereof South of the *Firth of Forth*: And whereas the *North British* Railway Company are willing to execute the said Works if authorized by Parliament so to do: And whereas a Bill is now pending in Parliament to authorize the *Edinburgh and Glasgow* Railway Company to make a Railway from their Railway at *Ratho* to the Shore of the *Firth of Forth* near *South Queensferry*, and such Railway if made would, in connexion with the Main Line of the *Edinburgh and Glasgow* Railway between *Ratho* and *Edinburgh*, afford a continuous Line of Railway Communication between the *North British* Railway and *South Queensferry*, which might be made available to the *North British* Railway Company for the Purposes of such improved Railway Communication between *Edinburgh* and *Perth*: And whereas it is expedient to make Provisions for the Establishment of a Ferry in connexion with the Railways North and South of the *Firth of Forth*, and otherwise in relation thereto: 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:

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

**1.** "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," 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 Payment of Calls, the Forfeiture of Shares for Nonpayment of

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, and the Provision for affording Access to the Special Act, and the Provisions of the "Harbours, Docks, and Piers Clauses Act, 1847," with respect to the Construction of the Pier, and with respect to the Construction of Warehouses, Wharfs, and other Conveniences, and with respect to the Rates to be taken by the Undertakers, and with respect to the Collection and Recovery of Rates, and with respect to the Appointment of Pier Masters and their Duties, and with respect to the Removal of the Goods, and with respect to the Protection of the Pier from Fire or other Injury, and with respect to the Police of the Pier, and with respect to the Appointment of Meters and Weighers and their Duties, and with respect to the Byelaws to be made by the Undertakers, and with respect to the Saving of Rights, are hereby incorporated with this Act.

10 & 11 Vict. c. 27. incorporated.

**2.** In construing the incorporated Acts for the Purposes of this Act, and in construing this Act, the Words and Expressions herein mentioned or referred to shall have the Meanings hereby assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Interpretation of Terms.

The Expression "the Company," or "the Promoters of the Undertaking," or "the Undertakers," shall mean the *North British* Railway Company:

Other Expressions and Words to which in the incorporated Acts Meanings are assigned shall respectively have the same Meanings in this Act.

**3.** The Company may make and maintain the following Railways, Pier, and Works, with all proper Stations, Approaches, Works, and Conveniences connected therewith respectively; that is to say,

Power to make Railways and Works as herein named.

A Railway (herein-after called Railway No. 1.) commencing by a Junction with the *North British* Railway in the Parish of *South Leith*, and terminating at a Point in the Parish of *Saint Cuthbert's* near where the *Granton* Branch of the *North British* Railway crosses the *Queensferry Road:*

A Railway (herein-after called Railway No. 2.) from Railway No. 1. in the Parish of *South Leith* to the *North British* Railway in the Parish of *Saint Cuthbert's:*

Two Railways (herein-after respectively called Railway No. 3. and Railway No. 4.) from Railway No. 1. to the *Leith* Branch of the *North British* (late *Edinburgh, Perth, and Dundee*) Railway in the Parish of *Saint Cuthbert's:*

A Railway

*The North British (Edinburgh, Dunfermline, and Perth) Railway Act*, 1863.

A Railway (herein-after called Railway No. 5.) from Railway No. 1. to the *North British* (late *Edinburgh, Perth, and Dundee*) Railway in the Parish of *Saint Cuthbert's:*

A Railway (herein-after called Railway No. 8.) commencing in the Bed and Soil of the *Firth of Forth* in or adjoining to the Parish of *Dunfermline*, and terminating by a Junction with the *Dunfermline* Branch of the *North British* (late *Edinburgh, Perth, and Dundee*) Railway in the Parish of *Dunfermline:*

A Railway (herein-after called Railway No. 9.) from the Railway No. 8. to the *North British* (late *Charleston* or *West of Fife*) Railway in the Parish of *Dunfermline:*

A Railway (herein-after called Railway No. 10.) from Railway No. 8. to the *Dunfermline* Branch of the *North British* (late *Edinburgh, Perth, and Dundee*) Railway in the Parish of *Dunfermline:*

A Railway (herein-after called Railway No. 11.) from the *North British* (late *Fife and Kinross*) Railway in the Parish of *Strathmiglo* in the County of *Fife* to the *North British* (late *Edinburgh, Perth, and Dundee*) Railway in the Parish of *Dunbarney* in the County of *Perth:*

A Pier (herein-after called the North Pier) on the North Side or Shore of the *Firth of Forth* in or adjoining to the Parish of *Dunfermline:*

A widening and Enlargement of the *North British* (late *Kinross-shire*) Railway:

A widening and Enlargement of the *North British* (late *Fife and Kinross*) Railway from its Junction with the *Kinross-shire* Railway to the Junction therewith of Railway No. 11.

Railways, &c. to form Part of Undertaking.

**4.** The Railways and Works by this Act authorized shall, subject to the Provisions herein-after contained, form Part of the Undertaking of the Company.

Railways to be made according to deposited Plans.

**5.** And whereas Plans and Sections of the proposed Railways, Enlargements, and Pier showing the Line and Levels thereof respectively, and the Lands required therefor and for the Purposes of the Undertaking, and also Books of Reference to such Plans, have been deposited with the Principal Sheriff Clerks for the Counties of *Edinburgh*, *Fife*, *Kinross*, and *Perth* respectively: Therefore, subject to the Provisions and Powers of Deviation in this Act and the Acts incorporated herewith contained, the said Railways, Enlargements, and Pier shall be made in the Line and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections, and the Company may enter upon, take, and use all or any of the said Lands which they may require therefor or for the Purposes of the Undertaking.

**6.** Not-

Power to alter Engineering Work.

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

Power to cross certain Roads on the Level.

**7.** Subject to the Provisions in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," contained in reference to the crossing of Roads on the Level, the Company, in constructing the Railways and Widenings of Railways by this Act authorized, may carry the same with not more than One Line of Railway so long as the Railway is a single Line, and not more than Two Lines of Railway when the Railway is a double Line, across the Roads numbered respectively on the deposited Plans as follows, on the Level thereof; (that is to say,)

| Description of Road. | No. on Plan. | Name of Parish. |
|---|---|---|
| WIDENING OF KINROSS-SHIRE RAILWAY. | | |
| Public - - - | 51 | Cleish. |
| WIDENING OF FIFE AND KINROSS RAILWAY. | | |
| Public - - - | 55 | Orwell. |
| Public - - - | 80/1 | Orwell. |

As to shunting of Trains.

**8.** It shall not be lawful for the Company in shunting Trains to pass any Train over such level Crossings, or to allow any Train, Carriage, Engine, or Truck to stand across the same.

Company to erect a Station at Point of crossing.

**9.** For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge fitted for the Residence of a Gatekeeper at the Point where the Railway shall cross on the Level any of the before-mentioned Roads; and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times maintain such Lodge, or to appoint a proper Person to watch or superintend the Crossing at such Point, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridge instead of level Crossing.

**10.** The Board of Trade may, if it shall appear to them necessary for the public Safety, at any Time after the passing of this Act, require the Company, within such Time as the Board of Trade shall direct, and at the Expense of the Company, to carry any of the before-mentioned Roads either under or over the Railway by means of a Bridge or Arch instead of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the Board of Trade the best adapted for removing or diminishing the Danger arising from such level Crossing; and where any such Road shall be so carried either under or over the Railway it shall not be necessary for the Company to erect or maintain any Lodge at the Point where such Road may be crossed, or to appoint any Person to watch or superintend the Crossing thereat, nor shall they be liable to any of the aforesaid Penalties for Failure so to do.

Power to alter certain Levels of Roads.

**11.** In carrying the following Roads over, under, or across the Railway the Company may alter the Level of such Roads, but so as not to exceed the respective Rates of Inclination herein-after specified; (that is to say,)

RAILWAY No. 2.

| Description of Road. | No. on Plan. | Name of Parish. | Rate of Inclination allowed. |
|---|---|---|---|
| Turnpike - - | 49 | South Leith - | 1 in 20. |

RAILWAY No. 8.

| | | | |
|---|---|---|---|
| Public - - - | 152 | Dunfermline - | 1 in 16 on one Side, level on the other. |

*The North British (Edinburgh, Dunfermline, and Perth) Railway Act*, 1863.

RAILWAY No. 9.

| Description of Road. | No. on Plan. | Name of Parish. | Rate of Inclination allowed. |
|---|---|---|---|
| Turnpike - - | 167 | Dunfermline - | 1 in 20 on one Side, and level from Bridge to existing Slope on the other Side. |

RAILWAY No. 11.

| | | | |
|---|---|---|---|
| Turnpike - - | 6 | Orwell - - | 1 in 15 on one Side, level on the other. |
| Turnpike - - | 1 | Arngask - - | 1 in 20 on one Side. |

Power to make certain Arches of Bridges of specified Dimensions.

**12.** Notwithstanding anything in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," contained to the contrary, the Company may make the Arches of the Bridges for carrying the Railway over the public Roads numbered as follows on the deposited Plans of the Dimensions herein-after set forth, but not of less Dimensions; (that is to say,)

RAILWAY No. 1.

| Description of Road. | No. on Plan. | Name of Parish. | Span. | Height. |
|---|---|---|---|---|
| Turnpike - - | 10 | South Leith - | 25 Feet | 15 Feet. |

RAILWAY No. 8.

| | | | | |
|---|---|---|---|---|
| Public - - - | 43 | Inverkeithing - | 20 Feet | 14 Feet. |

RAILWAY No. 11.

| | | | | |
|---|---|---|---|---|
| Road - - - | 29 | Dron - - | 20 Feet | 15 Feet. |
| Public - - - | 34 | Dron - - | 20 Feet | 15 Feet. |

As to Bridge under the Leith Branch of the Caledonian Railway.

**13.** The Bridge on the Railway No. 5. under the *Leith* Branch of the *Caledonian* Railway shall be constructed to the Satisfaction of the Engineer of the *Caledonian* Railway Company, and in the event of Difference betwixt him and the Engineer of the Company, then to the Satisfaction of *Thomas Elliot Harrison* Esquire, Civil Engineer, as sole Arbitrator.

Power to stop up certain Roads and Sidings.

**14.** In constructing the Railways and Widenings of Railways by this Act authorized, and for the Purposes thereof, the Company may stop up and cause to be discontinued for public Use the following Roads, Railways, or Sidings; that is to say, the Roads numbered respectively on the

the deposited Plans 60 in the Parish of *Dunfermline*, and 33 in the Parish of *Strathmiglo*, and the Railways or Sidings numbered respectively on the deposited Plans 9 in the Parish of *Beath*, 36 and 3 in the Parish of *Kinross*, and 4 in the Parish of *Orwell*.

As to interfering with Roads in Edinburgh as herein mentioned.

**15.** As in making Railways No. 1. and 2. and the Works connected therewith the Company will interfere with the after-mentioned public Roads situated within the City of *Edinburgh* District of Roads as defined in the "*Edinburgh* Roads and Streets Act, 1862," it is hereby provided as follows:

1. In their Operations on or connected with the Roads referred to the Company shall preserve the present Widths of the Roads, namely, *Abbeyhill Road* Thirty Feet, the Carriageway being Twenty-two Feet, the South Footpath Three and a Half Feet, and the North Footpath Four and a Half Feet, in Width; *Easter Road* Forty-one Feet Three Inches, the Carriageway being Thirty-six Feet Three Inches, and the Footpath Five Feet, in Width; *Leith Walk* One hundred and eighteen Feet Six Inches, the Carriageway being Sixty Feet Six Inches, the West Footpath Twenty Feet Six Inches, and the East Footpath Thirty-seven Feet Six Inches, in Width; *London Road* Sixty Feet Four Inches, the Carriageway being Forty-six Feet, the South Footpath Seven Feet Four Inches, and the North Footpath Seven Feet, in Width; and *Bonnington Road* Twenty-two Feet Six Inches, the Carriageway being Twenty Feet, and the Footpath Two Feet Six Inches, in Width:

2. In carrying the Railways over or under the Roads referred to the Company shall make and execute and shall also in all Time coming maintain the following Works to the Satisfaction of the Surveyor to the City of *Edinburgh* Road Trust, and in the event of any Difference in regard to the said Works arising between the said Surveyor and the Engineer of the Company, the same shall be referred to an Engineer to be mutually appointed by the said Parties, or, failing such Appointment, to an Engineer to be appointed by the Sheriff of the County of *Edinburgh*; namely,

   In carrying Railway No. 2. over *Abbeyhill Road* the Company shall do so by a Bridge to be made of malleable Iron Girders laid on Stone Piers, the clear Space between which shall be Thirty Feet, and the clear Height of the lower Surface of the Girders shall be not less than Sixteen Feet above the Level of the Road as it may be lowered, and the Company shall be bound to make the Bridge perfectly Water-tight, so that no Water shall fall upon the Carriageway or Footpaths under it; and inasmuch as the Company are to lower the Level of the Road, they shall make a Drain to carry off the Surface Water:

In

In carrying Railway No. 1. under *Easter Road*, which shall not be diverted, the Company shall make a Bridge over the Railway for the Support of the Road, and the upper Surface of the Road when finished shall be not less than One Foot Six Inches above the upper Surface of the Arch if of Stone, and not less than One Foot above the Beams of the Bridge if of Iron, and not less than One Foot Six Inches above the Brick Arches between the Beams, and the Height to which the Surface of the Road is to be raised shall not be more than shown on the deposited Plans; and inasmuch as the Company are to raise the Level of the Road, they shall make an Embankment the Side Slopes of which shall be One and a Half to One, and shall make the Gradients of the Road when finished One in Seventy towards the South, and One in Thirty towards the North, and shall build Stone and Lime Walls along the Sides of the Road when required by the City of *Edinburgh* Road Trust:

In carrying Railway No. 1. under *Leith Walk*, the Levels of which Road shall not be altered, the Company shall make a Stone Arch over the Railway for the Support of the Road, which shall extend the whole Width of the Road, and the upper Side of the Asphalte over the Arch shall be not less than One Foot Six Inches below the present upper Surface of the Road, and the Company shall build the Fence Walls of the Road at the Time of building the Arch:

In carrying Railway No. 2. under *London Road*, which may be diverted as shown on the deposited Plans, the Company shall make a Bridge over the Railway for the Support of the Road, and the upper Surface of the Road when finished shall be not less than One Foot Six Inches above the upper Surface of the Arch if of Stone, and not less than One Foot above the Beams of the Bridge if of Iron, and not less than One Foot Six Inches above the Brick Arches between the Beams, and the Height to which the Surface of the Road is to be raised shall not be more than shown on the deposited Plans; and inasmuch as the Company are to divert the Road, they shall make an Embankment the Side Slopes of which shall be One and a Half to One, and shall build Retaining Walls at the Foot of the Slopes, and shall make the Gradients of the diverted Road when finished One in One hundred towards the West, and One in Thirty-five towards the East, and shall build Stone and Lime Walls along the Sides of the Road when required by the City of *Edinburgh* Road Trust:

Provided that the Company shall preserve Accesses to the Streets of *Comely Green Crescent* and *Comely Green Place* by keeping the present *London Road* open towards the East and

joining it with the diverted Road, and by making a new Road towards the West and joining it with the diverted Road, with a Gradient not worse than One in Ten, and by making for the Convenience of Foot Passengers a Flight of Steps leading from the Streets mentioned to the Footpath of the diverted Road:

In carrying Railway No. 1. under *Bonnington Road*, the Surface of which may be raised above its present Level as shown on the deposited Plans, the Company shall support the Road by a Bridge, and the upper Side of the Road when finished shall be not less than One Foot Six Inches above the upper Surface of the Arch if of Stone, and not less than One Foot above the Beams of the Bridge if of Iron, and not less than One Foot Six Inches above the Brick Arches between the Beams; and inasmuch as the Company are to raise the Level of the Road, they shall make an Embankment, the Side Slopes of which shall be One and a Half to One, and shall make the Gradients of Road towards the North and South One in Thirty, and shall build Stone and Lime Walls along the Sides of the Road when required by the City of *Edinburgh* Road Trust:

3. During the Execution of the said Works the Company shall make Provision for the Accommodation of the Public in the Use of the Roads referred to and for the public Traffic on the Roads, and on the said Works being completed the Company shall put the Carriageways and Footpaths of the Roads in as good a State and Condition as that in which they now are, by laying them with Causeway Stones, Metal, or Flagstones, as at present, all to the Satisfaction of the Surveyor to the City of *Edinburgh* Road Trust.

Saving Rights of the Edinburgh Road Trust.

**16.** Nothing contained in this Act, or any of the Acts herewith incorporated, shall in any respect prejudice or affect the Rights, Powers, and Authorities and Privileges of the City of *Edinburgh* Road Trust conferred by "The *Edinburgh* Roads and Streets Act, 1862," or any of the Provisions of that Act with respect to the following Roads situated within the City of *Edinburgh* District of Roads as therein defined, namely, *Abbeyhill Road*, *Easter Road*, *Leith Walk*, *London Road*, and *Bonnington Road*, either as these Roads are at present or as they may be diverted under the Authority of this Act, or with respect to any other Roads situated within the said District.

As to Construction of Railway No. 1. near Lochend Lochs.

**17.** The centre Line of Railway No. 1., shown on the Plans deposited as aforesaid, shall be deviated at the Part thereof which passes *Lochend* Loch, so that it shall pass the said Loch at the Distance of not less than One hundred and thirty Feet more to the Southward than the centre Line delineated on the said Plans, but not beyond the Limits

Limits of Deviation shown upon the said Plans; and the Company shall at the Part of their Works which intersect the Drainage Area of the said Loch, and at their own Expense, form and at all Times maintain and keep clear of Obstruction such Number of Culverts as shall be considered necessary by *David Stevenson* Esquire, Civil Engineer, *Edinburgh*, whom failing, by an Engineer appointed for the Purpose by the Provost, Magistrates, and Council of *Leith*, as Commissioners of Police for the Burgh of *Leith*, and the Company shall pay the Expenses incurred in fixing the Number of such Culverts.

For preserving Supplies of Water to Lochend Loch.

**18.** The Company shall not use the Land acquired by them adjoining the said Loch of *Lochend* in such Manner or for such Purpose as shall in any manner of way reduce the Supply of Water in or to the said Loch; and the said Provost, Magistrates, and Council of *Leith*, as Commissioners aforesaid, shall be entitled, after due Intimation to the Company, to cause an Examination by an Engineer or Engineers to be employed by them to be made, at any Time they shall consider proper, into the Use made of the Land acquired as aforesaid; and if upon such Examination it shall appear that the said Lands are used contrary to the Condition above stipulated, the whole Expenses of such Examination shall be paid by the Company, and the said Provost, Magistrates, and Council, as Commissioners aforesaid, shall be entitled to recover the same, and also to sue for and recover Compensation or Damages for and on account of any Injury which may be caused or shall arise to the Supply of Water in or to the said Loch by or through the Works or Operations of the Company at any Time.

For preserving Access to Water.

**19.** Where the Railway cuts off or will cut off Access between the Land and Water the Company shall during the Formation of the Line of Railway, and from Time to Time thereafter, make and for ever maintain, and allow to be used by all Persons and at all Times free of Toll or other Charge, all such Footways or Carriageways over, under, or across the Railway, or on a Level therewith, as the Board of Trade shall at any Time or from Time to Time require, such Requirement to be signified in Writing under the Hand of the Secretary of the Board of Trade: Provided always, that the Company shall not be required to make such Footways or Carriageways in such a Manner as would prevent or obstruct the working or using of the Railway, nor to make any such Footways or Carriageways over any Lands for the Use of Owners and Occupiers who shall have agreed to receive and shall have been paid Compensation for the Severance of such Lands from the Shore: Provided also, that the Expense of making and maintaining such Footways or Carriageways shall be defrayed by the Body or Person interested in the Shore for whose Benefit or Convenience such Crossing shall be required; and if any such Carriageway be made across the Railway on the Level, then the Manner

of making and watching such level Crossing shall be subject to the Approval of the Board of Trade, and all Expenses attending the watching of such level Crossing shall in like Manner be paid by the Body or Persons interested in the Shore for whose Benefit or Convenience such level Crossing shall have been made.

For preventing Deviation of certain Works without Consent of Board of Trade.

**20.** Where the Line skirts the Seashore, the Railways and other Works shall not deviate Seawards from the continuous centre Lines of the Railways marked on the Plan deposited at the Board of Trade, even within the Limits of Deviation marked on that Plan, without the previous Consent of the Board of Trade (signified in Writing under the Hand of a Secretary or Assistant Secretary of the Board), or otherwise than in such Manner as may be mentioned in any such Consent; and if any Deviation is made contrary to the Provisions of the present Section the Board of Trade may abate and remove the same or any Part thereof, and restore the Site thereof to its former Condition, at the Expense of the Company, and the Amount of such Expense shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

As to crossing of Approach to General Trevelyan's House.

**21.** In constructing Railway No. 11. through the Estate of Major-General *Willoughby Trevelyan*, the Company shall carry the same by means of a Cutting under the Approach or private Road leading to his intended House, and shall not alter the present Line or Level of such Road without the Consent in Writing of the said *Willoughby Trevelyan*, or his Heirs or Successors in the said Estate.

Portion of Dunfermline Branch to be made a double Line.

**22.** The Portion of the *Dunfermline* Branch Railway between the Junction therewith of the Railway No. 10. and the Joint Station at *Dunfermline* shall be made a double Line.

As to Appointment of standing Arbitrator.

**23.** The Company and the *Edinburgh and Glasgow* Railway Company shall, in the Month of *September* next after the passing of this Act, and in the Month of *December* in every Year thereafter, jointly appoint, under their Common Seals, an Arbitrator to fulfil the Duties herein-after specified; and if the said Companies do not concur in such Appointment, then and so often as such Event shall occur, upon the Requisition of either of the said Companies in Writing under the Hand of their Secretary, it shall be lawful for the Board of Trade, under the Hand of their Secretary, to appoint such Arbitrator; and the said Companies, or in their Default the Board of Trade, shall on each Occasion of such Appointment fix the Remuneration to be paid to the Arbitrator so nominated, and such Remuneration shall be paid by the said Companies in equal Proportions; and no such Arbitrator shall hold Office or derive

any

any Emolument directly or indirectly either from the Company or the *Edinburgh and Glasgow* Railway Company; and in case any such Appointment shall become vacant by Death, Resignation, or otherwise, such Vacancy shall be forthwith filled up in like Manner as aforesaid; and all Matters specially by this Act referred to Arbitration shall be determined by the Arbitrator so from Time to Time appointed.

Arbitrator's Award to be final, and may be enforced by Penalty for Nonobservance.

**24.** Every Award or Decision of the Arbitrator with respect to any Matter referred to his Arbitrament or Settlement under this Act shall be binding and conclusive upon both the said Companies; and if either Company shall make default in not abiding by, observing, fulfilling, or performing any such Award or Decision, that Company shall be liable to a Penalty of Fifty Pounds for every Day during which such Default shall continue, to be recovered as liquidated Damages by the other Company, with full Costs of Suit, in the Court of Session.

Piers and Ferry Works to be constructed according to Plans to be agreed upon.

**25.** The Working Plans of the Pier and Ferry Works authorized by this Act, and of the Pier and Ferry Works to be constructed by the *Edinburgh and Glasgow* Railway Company under the Authority of the Bill herein-before recited, shall be submitted to the Engineers of the Company and the *Edinburgh and Glasgow* Railway Company for the Time being for their Approval, and any Dispute which may arise between such Engineers touching any of the Details of such Plans shall be determined by the Arbitrator, and the Plans shall be amended in accordance with his Decision; and the said Pier and Ferry Works shall be constructed according to the Plans which shall be so approved of or amended.

As to Contents of Plans.

**26.** In the Plans for and the Construction of such Piers and Works respectively the following Regulations shall be observed:

The Piers and Works shall be of such a Description and so laid out as to afford the most direct and convenient Mode of shipping and landing Trains on to or off from the Ferry Boats; and Boats for Passenger Trains shall be provided of such Size and so constructed as to receive and convey the Engine, Tender, and all the Carriages of each such Train without rendering necessary any Trans-shipment of Traffic or Removal of Passengers from their Places in the Train:

The Ferry Works shall include all necessary Breakwaters or other Works necessary for the Protection and Shelter of the Piers or Slips and the Ferry Boats thereat; and in the event of any Difference arising between the said Companies as to what Works are to be deemed necessary for the Ferry, the same shall be determined by the Arbitrator.

Lights to be exhibited during and after Construction of Works according to Directions of Board of Trade.

**27.** During the Construction of the Pier and Works connected therewith the Company shall exhibit every Night, from Sunset to Sunrise, a Light or Lights, to be kept burning by and at the Expense of the Company, for the Guidance of Vessels, and after the Completion of the Pier the Company shall exhibit upon the Pier every Night, from Sunset to Sunrise, a Light or Lights, to be kept burning by and at the Expense of the Company, for the Guidance of Vessels, which Lights shall be from Time to Time altered by the Company in such Manner, and be of such Description, and be so used and placed, as the Board of Trade, by Writing under the Hand of a Secretary or Assistant Secretary of the Board, directs or approves; and in case the Company shall neglect to exhibit and keep any such Light burning as aforesaid they shall for every such Neglect be liable to a Penalty not exceeding Ten Pounds.

Power to Board of Trade to order local Survey at Expense of Company.

**28.** If at any Time it is deemed expedient by the Board of Trade to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Work affecting tidal Waters abandoned may be removed by Board of Trade at Expense of Company.

**29.** If any Work to be constructed by the Company in, under, over, through, or across any tidal or navigable Water or River, or if any Portion of any Work which affects or may affect any such Water or River or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, the Board of Trade may abate and remove the same or any Part thereof, and restore the Site thereof to its former Condition, at the Expense of the Company, and the Amount of such Expense shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Powers for compulsory Purchases limited.

**30.** The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Lands for extraordinary Purposes.

**31.** The Company may from Time to Time purchase by Agreement such Lands as they may require for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," in connexion with the Railways and Works by this Act authorized, not exceeding in the whole Five Acres.

**32.** The

Period for Completion of Works.

**32.** The Railways, Enlargements, and Pier by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for executing the said Railways or Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

If Railways not completed, &c. within a limited Period, Company to be liable to a Penalty.

**33.** If the Railways by this Act authorized to be constructed shall not be completed and opened for public Traffic within the Period of Five Years from the passing of this Act, the Company shall be liable to a Penalty of Fifty Pounds for every Day that shall elapse after the Expiration of such Period until the Railways shall be completed and opened for public Traffic, such Penalty to be recoverable as a Debt due to the Crown; but no Penalty shall accrue in respect of any Time during which it shall appear by a Certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening the Railways, or any of them, by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Railway Tolls.

**34.** The Company may demand and take in respect of the Railways and Enlargements of Railways by this Act authorized such Tolls, Rates, and Charges as they may think fit, not exceeding the Rates of Toll and Charge authorized to be taken by "The *North British* Railway Consolidation Act, 1858," and "The *Border Union* (*North British*) Railways Act, 1859;" and in estimating the Amount of Toll or Charge in respect of any Traffic conveyed partly on any such Railway or Enlargement by this Act authorized and partly on any other Railway of the Company, the Railway or Enlargement by this Act authorized shall be deemed Part of such other Railway.

Agreements with Royal Burghs as to Petty Customs.

**35.** And whereas the Magistrates and Town Councils of the Royal Burghs of *Inverkeithing* and *Dunfermline* claim the Right of levying and collecting certain Rates and Dues, denominated Petty Customs, on Animals, Goods, Articles, and Things brought to Market within the Boundaries of the said Burghs respectively: And whereas the Railways may pass within the Boundaries of the said Burghs, and it would be attended with great Delay and Inconvenience if the said Rates and Dues were levied by the said Magistrates and Town Councils on Animals, Goods, Articles, and Things carried by or for the Company or upon the Railways, and brought for Sale or Use within the Boundaries of the said Burghs, and it is expedient that Provision should be made for obviating such Inconvenience and Delay: The Company, with the Concurrence and Authority of the said Magistrates and Town Councils respectively, may levy, collect, receive, and discharge the said Customs,

Rates,

Rates, and Dues in so far as the same can be legally demanded in respect of all Animals, Goods, Articles, and Things carried by or for the Company or upon the Railways, and brought for Sale or Use within the Boundaries of the said Burghs respectively, and account to the said Magistrates and Town Councils respectively for the same, or may make such Compensation in respect thereof as shall from Time to Time be mutually agreed on; and the Magistrates and Town Councils respectively and the Company from Time to Time may make and enter into such Agreements, Leases, or other Contracts as to them may seem expedient and proper in reference to the said Matters or any of them, and such Agreements, Leases, or Contracts may contain such Conditions and Stipulations as may be mutually agreed upon between the Parties: Provided that nothing herein contained shall be held or construed as creating, constituting, or confirming any Claim or Right at present or heretofore made or exercised by the said Magistrates and Town Councils respectively, or any of them, in regard to the said Customs, Rates, and Dues, but the same shall in all respects remain and be construed and dealt with in the same Manner as if this Enactment had not been passed.

Power to Company to acquire Property and Rights of Queensferry Passage.

**36.** The Company shall purchase or otherwise acquire from the Trustees of the *Queensferry Passage*, constituted under the Act Eleventh *George* the Fourth and First *William* the Fourth, Chapter One hundred and fifteen, intituled *An Act for the further Improvement and Support of the Passage across the* Firth of Forth *called the* Queensferry, all or any of the Rights, Property, Interest, Powers, and Privileges which the said Trustees possess in or to the said Ferry, together with all or any Part of the Piers, Buildings, Lands, Harbours, Works, and Accesses connected therewith or belonging thereto, for such Price or Consideration in Money, or in Shares or Stock of the Company, or other Consideration, as may be agreed upon between the Company and the Trustees, or as may be settled by Arbitration in manner provided by the "Lands Clauses Consolidation (*Scotland*) Act, 1845;" and the said Trustees are hereby enabled and required, when thereunto requested by Notice in Writing under the Common Seal of the Company, to sell and convey the Premises to the Company for such Price or Consideration as aforesaid, and on such Purchase being completed the Company may work the said Ferry, and have, use, exercise, and enjoy all Rights of Ferry and other Rights so purchased by them: Provided always, that no such Purchase or Conveyance shall be valid under which the Public shall not have an equal Number of Passages (including Passages in connexion with the Railways), and equal Facilities of Passage, as on the First Day of *January* One thousand eight hundred and sixty-three, and that the Rates to be levied by the Company at and in respect of the said Ferry for Passengers, Animals, and Goods not conveyed on the Railways shall not

not exceed the Rates levied by the said Trustees under the Table of Rates which was in force at that Date.

Ferry and Steam Communication across the Firth of Forth.

**37.** The Company may establish and maintain a Ferry upon and across the *Firth of Forth*, between the Pier by this Act authorized and the Pier on the South Side of the *Firth of Forth* proposed to be constructed by the *Edinburgh and Glasgow* Railway Company, and may navigate, use, maintain, and work the said Ferry, and for the Purpose of the Ferry, whether purchased or established by them, the Company may from Time to Time purchase, hire, or provide and use upon and across the Ferry such Steam and other Vessels as they think fit, and may make all necessary Byelaws for the Regulation, Control, and Government of the Ferry and such Vessels: Provided always, that such Byelaws shall not be valid until approved of in the Manner provided in "The Harbours, Docks, and Piers Clauses Act, 1847," with reference to the Byelaws thereby authorized to be made.

Piers not to be used unless with Consent, and under Regulations to be established.

**38.** It shall not be lawful for any Person, except the Officers and Crews of Her Majesty's Ships and Boats being engaged in Her Majesty's Service, or except in the Case of Vessels driven in by Stress of Weather, to make use of or to land at the South Pier or Breakwater or the North Pier, nor to lay-to or alongside the same, or the Wharves or Conveniences thereat, any Vessel or Craft of any Description, nor to attach any Rope or Chain thereto, nor to land thereat or ship therefrom any Passengers, Carriages, Horses, Cattle, Goods, Wares, Merchandise, Minerals, and other Articles or Things, unless with the Consent of and in such Manner and under such Conditions and Regulations as shall be settled by the Company; and any Person so using or acting in reference to the said Piers, or either of them, without a written Authority from the Company, or from some Person duly authorized by the Company, or under such Conditions and Regulations as shall be settled by the Company, shall for every such Offence forfeit and pay a Penalty not exceeding Ten Pounds.

As to the Use of the Ferry of the Queensferry Passage after Purchase by the Company.

**39.** From and after the Completion of the Purchase of the Ferry from the Trustees of the *Queensferry Passage* the Company shall become responsible for the safe and efficient working of such Ferry, and shall be bound to maintain the same as a public Ferry, and to give the same Accommodation for the Transit of Goods and Passengers and all kind of Traffic, other than Railway Traffic, and to perform the same Number of Trips daily, as at the Time of the passing of this Act; and the Provisions of the Acts relating to the *Queensferry Passage* in regard to the Transport or Conveyance of Her Majesty's Troops and Mails shall apply to the Company in like Manner as before the Completion of such Purchase they applied to the said Trustee

Tolls and Charges for Ferry Communication.

**40.** The Company may demand and recover for the Use of the Ferry and Steam Communication to be acquired or established under this Act such Tolls and Charges as the Company from Time to Time think fit, not exceeding the Tolls and Charges following; that is to say, so far as relates to the Traffic not conveyed on the Railway, not exceeding the Tolls and Charges set forth in the Schedule annexed to this Act, being the Tolls and Charges levied by the said Trustees on the First Day of *January* One thousand eight hundred and sixty-three; and as relates to the Traffic conveyed on the Railway, not exceeding the Tolls and Charges for Three Miles by this Act authorized to be charged for Traffic of the same Description conveyed upon the Railway for a Distance exceeding Six Miles.

Lord Advocate and others to have Power of enforcing Act on behalf of the Public using the Ferry.

**41.** The Lord Advocate for the Time being, and the Sheriffs of the Counties of *Perth*, *Fife*, *Kinross*, and *Linlithgow* respectively for the Time being, and the Provosts of *Dunfermline*, *Inverkeithing*, and *South Queensferry* respectively for the Time being, or any Three of the Persons so designated, shall have Power to enforce this Act, so far as regards the Provisions thereof in favour of the Public, with respect to the said Ferry and the Traffic thereof other than Traffic using the Railway.

Providing for North Queensferry Schoolhouse Trust.

**42.** And whereas the Trustees of the *Queensferry Passage* are Trustees of a certain Schoolhouse at *North Queensferry*, erected by them with Part of a Sum of Two hundred Pounds bequeathed for that Purpose by the late Captain *Ross*, and are bound to pay Interest at the Rate of Five Pounds *per Centum per Annum* on a Sum of Eighty Pounds, being the remaining Part of such Legacy, to the Schoolmaster at *North Queensferry*: Be it enacted, That the Purchase of the Undertaking of the *Queensferry Passage* shall be held to include all the Estate and Interest of the said Trustees in the said Schoolhouse, and the Company from and after the Purchase of the said Undertaking shall hold the said Schoolhouse upon and for the same Trusts, Ends, and Purposes, and under the same Conditions and Obligations, as before the Purchase the said Trustees or their Managing Committee held the same, and shall be bound to relieve the said Trustees of the said Sum of Eighty Pounds, and shall pay Interest thereon half-yearly at the Rate of Five Pounds *per Centum per Annum* to the Schoolmaster of *North Queensferry*.

Piers and Ferry Works when completed may become joint Property of the Two Companies.

**43.** When the said Piers and Ferry Works are completed the Company and the *Edinburgh and Glasgow* Railway Company shall, upon Payment of Half the Cost of Construction thereof respectively, become joint Owners of such Piers and Works, and any Dispute which may arise as to any Item of such Cost, or as to the total Amount thereof, shall be settled by the Arbitrator.

**44.** If

Ferry may become joint Property of the Two Companies.

**44.** If and when the *Edinburgh and Glasgow* Railway Company become joint Owners of the said Piers and Ferry Works they may also become joint Owners of the Ferry purchased or established by the Company under the Powers of this Act upon Payment of Half the Cost of such Purchase, and of Half the Cost of the Ferry Boats and Plant necessary for working the Ferry.

Company to work the Ferry.

**45.** The Company shall have the exclusive working of the Ferry, whether the same shall become the joint Property of the Two Companies or not, but they shall so work the same as to afford equal Facilities of Transit to the Traffic of the *Edinburgh and Glasgow* Railway Company as to their own Traffic; and any Complaint which may from Time to Time be made by the *Edinburgh and Glasgow* Railway Company of undue Preference to the Traffic of the Company over the Traffic of the *Edinburgh and Glasgow* Railway Company, or of any Obstruction or unnecessary Delay in forwarding the Traffic of the *Edinburgh and Glasgow* Railway Company, shall be settled by the Arbitrator, who may prescribe such Regulations as he may think fit for preventing the Recurrence of the Matter complained of.

If Plan of carrying Passenger Trains across the Ferry does not succeed, Company to pay the extra Cost of the Trains and Boats.

**46.** If after the working of the Ferry for the Period of Five Years it shall be decided by the Arbitrator that the Plan of shipping and carrying Passenger Trains on a single Boat cannot be successfully carried out and ought to be abandoned, and that an unnecessary Expenditure in the Construction of the Piers and Ferry Boats, so as to give effect to such Plan, has in consequence been incurred, the Amount of such Expenditure, to be settled in case of Difference by the Arbitrator, shall be borne by the Company, and so much as shall have been incurred by the *Edinburgh and Glasgow* Railway Company shall be repaid to them.

Receipts of Ferry.

**47.** During the joint Ownership the Receipts of the Ferry, after deducting such a Per-centage for the Cost of working as shall in case of Difference be settled by the Arbitrator, shall be equally divided between the Two Companies.

If Company do not proceed in Construction of Piers and Works with reasonable Despatch, Edinburgh and Glasgow Company may execute the Works.

**48.** If the Company do not purchase the necessary Land for the Construction of the Pier and Ferry Works within Two Years after the passing of this Act, or do not commence and proceed with the Construction thereof with such Despatch as to ensure the Completion thereof within the Time for the Completion thereof limited by this Act, it shall be lawful for the *Edinburgh and Glasgow* Railway Company to construct or proceed with the Construction thereof and complete the same, and to have and exercise all the Powers of this Act for the Purchase of the Lands for and Construction of such Pier and Works; and any Dispute which

which may arise between the Company and the *Edinburgh and Glasgow* Railway Company as to whether the Company are proceeding with the said Works with such Despatch as aforesaid shall be settled by the Arbitrator.

If Edinburgh and Glasgow Company do not proceed in Construction of Pier and Works South of the Firth with a reasonable Despatch, Company may execute the Works.

**49.** If the *Edinburgh and Glasgow* Railway Company do not purchase the necessary Land for the Construction of the Pier and Ferry Works on the South Side of the *Forth* within Two Years after the passing of this Act, or do not commence and proceed with the Construction thereof with such Despatch as to ensure the Completion thereof within the Time for the Completion thereof limited by the Bill before recited, it shall be lawful for the Company to construct or proceed with the Construction thereof and complete the same, and to have and exercise all the Powers of the said Bill for the Purchase of the Lands for and Construction of such Pier and Works; and any Dispute which may arise between the Company and the *Edinburgh and Glasgow* Railway Company as to whether the *Edinburgh and Glasgow* Railway Company are proceeding with the said Works with such Despatch as aforesaid shall be settled by the Arbitrator.

If Company do not purchase the Ferry in Two Years, Edinburgh and Glasgow may purchase.

**50.** If the Company do not purchase or otherwise acquire the Ferry from the Trustees of the *Queensferry Passage* within Two Years after the passing of this Act, the *Edinburgh and Glasgow* Railway Company may purchase the same, and all the Provisions of this Act with respect to such Ferry, and with respect to the Establishment and working of a Ferry across the *Firth of Forth*, shall apply to that Company in like Manner as such Provisions apply to the Company, and the *Edinburgh and Glasgow* Railway Company shall give the same Facilities to the Traffic of the Company with respect to the Ferry as the Company are by this Act required to give to the Traffic of the *Edinburgh and Glasgow* Railway Company.

Provisions as to Burntisland Ferry Route.

**51.** After and notwithstanding the opening for public Traffic of the Railway Route by this Act authorized *viâ Queensferry*, the Company shall, for the Accommodation of Passenger Traffic, run at least Four Trains, and for the Accommodation of Goods Traffic Two Trains, each Way *per* Day over the Railways between *Broughty* and *Edinburgh* in connexion with Steamboats especially provided as heretofore for such Passenger and Goods Traffic respectively crossing at *Burntisland Ferry*, and shall afford all reasonable Facilities for using the same; and in all Cases where the Goods Traffic arising and terminating upon the *North British* System, or arising or terminating upon the *Leven and East of Fife* Railway, or the *Saint Andrew's* Railway, or the *Leslie* Railway, shall be forwarded by the Choice of the Company and not in accordance with special Consignment by other Parties by the Way of *Queensferry*, when

when for such Traffic the Line by *Burntisland* is the shortest Route, the Company shall not charge more for the Conveyance of such Traffic than they would have been authorized to charge if it had been conveyed by the *Burntisland* Route.

Rates, &c. for such Traffic.

**52.** The Rates, Fares, and Charges levied or charged for such Traffic conveyed between the said Places and between those Places and intermediate Stations on the said last-mentioned Railways shall not be more than the Rates, Fares, and Charges levied or charged for or in respect of the Railway Route by this Act authorized *viâ Queensferry* to and from and between the same Places for similar Descriptions of Traffic; and the Company shall give and afford equal Facilities and Accommodation by Through Rates, Fares, and Charges, and Through Booking and otherwise, for the Conveyance over the Route *viâ* the *Burntisland* and *Granton Ferry* and the *Broughty Ferry* respectively, and the said Railways connected therewith, of Traffic, and for the Interchange of Traffic and Carriages, Waggons, and Trucks of other Railway Companies, as have been given heretofore by that Route, or as shall be given and afforded upon or for or in respect of the Railway Route hereby authorized by *Queensferry*.

Power for Company to run over Parts of Edinburgh and Glasgow Railway.

**53.** The Company may run over and use with their Engines, Trucks, and Carriages of every Description, and for the Purposes of their Traffic between Stations on the *North British* Railway North of the *Forth* and Stations on Railways North or East of any Portions thereof on the one hand, and Stations on the *North British* Railway South of the *Forth* and Stations on the Railways South or West of the *North British* Railway other than the *Edinburgh and Glasgow* Railway on the other, the Main Line of the *Edinburgh and Glasgow* Railway from the Junction therewith of the *North British* Railway to the Junction therewith of the said proposed Branch from *Ratho* to *Queensferry*, and also the said Branch and the Stations, Watering Places, Works, and Conveniences upon and connected therewith respectively, upon such Terms and Conditions as are prescribed by this Act; that is to say,

The Company shall not in the Exercise of such Powers enter into Competition with the *Edinburgh and Glasgow* Railway Company for the local Traffic arising and terminating between *Edinburgh* and *South Queensferry*, both Places inclusive:

The Company shall fix the Rate at which they shall carry their Mineral Traffic, such Rate not to be less *per* Mile for such Traffic than the minimum Rate at the Time charged by the Company for the like Traffic for similar Distances on their own Railway:

With respect to Passengers and every other Description of Traffic, except Minerals, the Rate shall be fixed by that One of the Two Companies which has the greater Length of Railway traversed by

the Traffic; and such Rate shall not be less *per* Mile for any Description of Traffic than the minimum Rate at the Time charged by the Company fixing the Rate for the like Traffic over their own Railway:

From the gross Rate shall be deducted, in favour of the Companies entitled thereto, such Terminals, if any, on Minerals as shall be settled in case of Difference by the Arbitrator, and in respect of other Traffic such Terminals as the Clearing House shall determine, and the Residue shall be apportioned into an equal Mileage Rate according to the Regulations of the Clearing House for the Time being in force (the Ferry being for this Purpose taken as Three Miles), and the Proportion of such Mileage Rate accruing to the Two Companies shall be divided between them according to the Mileage of their respective Railways used, subject to such Deduction from the Portion accruing to the *Edinburgh and Glasgow* Railway Company in favour of the Company for Working Expenses as shall be agreed upon between the Two Companies, or, failing Agreement, as shall be fixed by the Arbitrator from Time to Time:

With respect to all Through Traffic passing over the Railways in respect of which running Powers are hereby granted to or from any Place South, East, or West of *Edinburgh*, the Portion of the Through Rate to be paid to the respective Companies for the Use of the said Railways shall be agreed upon between them, and in the event of their not agreeing shall be fixed by the Arbitrator:

The *Edinburgh and Glasgow* Railway Company shall afford all reasonable Facilities for the speedy and uninterrupted Passage over the Portion of their Railway traversed of all Through Trains of the Company from *Edinburgh* to *Dunfermline* or *Perth*, and *vice versâ*, and shall not by the Adjustment of the Times of Arrival or Departure of their own Trains or otherwise cause any Impediment or Delay to such Through Trains; and in the event of any Difference arising between the Two Companies with respect to the Arrival or Departure of any such Trains of the Company at or from the *Waverley* Station, such Difference shall be settled by the Arbitrator:

The Company shall be at liberty to stop at any Station on that Portion of the *Edinburgh and Glasgow* Railway to which the running Powers apply for the Purpose of setting down Traffic conveyed from any Station on the Company's Railways, or of taking up Traffic for Conveyance to any Station on the Company's Railways:

If either Company shall complain of any Infringement of these Regulations, or if any Dispute shall arise between the said Companies as to the proper Construction of any such Regulation, or as to anything which ought or ought not to be done thereunder, or by virtue or in consequence of the Enactments contained in this Section, every such Complaint or Dispute shall be settled by the Arbitrator.

**54.** The

*The North British (Edinburgh, Dunfermline, and Perth) Railway Act*, 1863.

Power for Edinburgh and Glagow Railway Company to run over Railway to Dunfermline.

**54.** The *Edinburgh and Glasgow* Railway Company may run over and use with their Engines, Trucks, and Carriages of every Description, and for the Purposes of their Traffic between Stations on the *Stirling and Dunfermline* Railway and Stations on Railways West or North of any Portion thereof other than the *North British* Railway on the one hand, and Stations on the *Edinburgh and Glasgow* Railway South of the *Forth*, and Stations on Railways South of the *Edinburgh and Glasgow* Railway on the other, so much of the Railways No. 8. and No. 10. by this Act authorized, and so much of the *Dunfermline and Thornton* Branch Railways as lies between the Joint Station at *Dunfermline* and *North Queensferry* and the Stations, Watering Places, Works, and Conveniences connected therewith respectively, upon such Terms and Conditions as are prescribed by this Act; that is to say,

The *Edinburgh and Glasgow* Railway Company shall not in the Exercise of such Powers enter into Competition with the Company for the local Traffic arising and terminating between the Joint Station at *Dunfermline* and *North Queensferry*, both Places inclusive:

The *Edinburgh and Glasgow* Railway Company shall fix the Rate at which they shall carry their Mineral Traffic, such Rate not to be less *per* Mile for such Traffic than the minimum Rate at the Time charged by the *Edinburgh and Glasgow* Railway Company for the like Traffic for similar Distances on their own Railway:

With respect to Passengers and every other Description of Traffic, except Minerals, the Rate shall be fixed by that One of the Two Companies which has the greater Length of Railway traversed by the Traffic, but such Rate shall not be less *per* Mile for any Description of Traffic than the minimum Rate at the Time charged by the Company fixing the Rate for the like Traffic over their own Railway:

From the gross Rate shall be deducted in favour of the Companies entitled thereto such Terminals, if any, on Minerals as shall be settled in case of Difference by the Arbitrator, and in respect of other Traffic such Terminals as the Clearing House shall determine, and the Residue shall be apportioned into an equal Mileage Rate, according to the Regulations of the Clearing House for the Time being in force (the Ferry being for this Purpose taken as Three Miles), and the Proportion of such Mileage Rate accruing to the Two Companies shall be divided between them according to the Mileage of their respective Railways used, subject to such Deduction from the Portion accruing to the Company in favour of the *Edinburgh and Glasgow* Railway Company for Working Expenses as shall be agreed upon between the Two Companies, or, failing Agreement, as shall be fixed by the Arbitrator from Time to Time:

With respect to all Through Traffic passing over the Railways in respect of which running Powers are hereby granted to or from any Place South, East, or West of *Edinburgh*, the Portion of the Through Rate to be paid to the respective Companies for the Use of the said Railways shall be agreed upon between them, and in the event of their not agreeing shall be fixed by the Arbitrator:

The Company shall afford all reasonable Facilities for the speedy and uninterrupted Passage over the Portion of their Railways traversed of the Trains of the *Edinburgh and Glasgow* Railway Company, and shall not, by the Adjustment of the Times of Arrival or Departure of their own Trains or otherwise, cause any Impediment or Delay to such Trains; and in the event of any Difference arising between the Two Companies with respect to the Arrival or Departure of any such Trains of the *Edinburgh and Glasgow* Railway Company at or from *Dunfermline*, such Difference shall be settled by the Arbitrator:

The *Edinburgh and Glasgow* Railway Company shall be at liberty to stop at any Station on those Portions of the Railways of the Company to which the running Powers apply for the Purpose of setting down Traffic conveyed from any Station on the *Edinburgh and Glasgow* Railway Company's Railway, or of taking up Traffic for Conveyance to any Station on the *Edinburgh and Glasgow* Railway Company's Railway:

If either Company shall complain of any Infringement of these Regulations, or if any Dispute shall arise between the said Companies as to the proper Construction of any such Regulation, or as to anything which ought or ought not to be done thereunder, or by virtue or in consequence of the Enactments contained in this Section, every such Complaint or Dispute shall be settled by the Arbitrator.

As to widening of Kinross-shire Railway to form Part of that Railway.

**55.** And whereas by "The *Edinburgh, Perth, and Dundee* Railway Act, 1861," the *Kinross-shire* Railway Company was amalgamated with the *Edinburgh, Perth, and Dundee* Railway Company, which is now amalgamated with the Company, and by the said Act it was provided that from the Date of the Dissolution and Amalgamation of the *Kinross-shire* Railway Company the Share Capital of that Company, amounting as therein mentioned, was declared to represent the same Amount of Share Capital of the Company, under the Name of the *Kinross-shire* Railway Shares, and should be entitled to a preferential Dividend at the Rate of Five Pounds *per Centum per Annum* upon the Amount for the Time being called up and paid thereon out of the gross Revenues of the *Kinross-shire* Railway, after the Payment of the Feu Duties and public Burdens incurred on the *Kinross-shire* Railway, and Interest on Bonds and Mortgages issued under the Acts relating to the *Kinross-shire* Railway,

way, or under the said Amalgamation Act in lieu thereof, and that such Share Capital should upon the Revenues of the *Kinross-shire* Railway be preferable to all other Interests and Dividends payable by the Company: And whereas it is intended for the Purposes of the Railways herein authorized to widen and enlarge the said *Kinross-shire* Railway: Therefore be it enacted, That such widening and Enlargement hereby authorized shall to all Intents and Purposes, when made, be deemed Part of the said *Kinross-shire* Railway; and the said *Kinross-shire* Railway, when so widened and enlarged, shall possess the same Privileges and be subject to the same Provisions as belonged thereto before such widening and Enlargement.

As to widening of Fife and Kinross Railway to form Part of that Railway.

**56.** And whereas by "The *Edinburgh, Perth, and Dundee* Railway (*Fife and Kinross* Amalgamation) Act, 1862," the *Fife and Kinross* Railway Company were amalgamated with the *Edinburgh, Perth, and Dundee* Railway Company, who are now amalgamated with the Company, and by the said Act it was provided that a separate Account should be kept of the gross Revenues of the *Fife and Kinross* Railway as therein described, and that in the event of a Railway being made Northwards *viâ Kinross* as much of the *Fife and Kinross* Railway should be used as practicable, and the Revenue Account of the *Fife and Kinross* Railway should be credited with a Share of the Through Rates according to Mileage: And whereas it is intended for the Purposes of the Undertaking by this Act authorized to make use of a Portion of the *Fife and Kinross* Railway, and to widen and enlarge the same: Therefore be it enacted, That the widening and Enlargement of the *North British* (late *Fife and Kinross*) Railway by this Act authorized shall, as between the Company and the *Fife and Kinross* Railway Company, be deemed Part of the *Fife and Kinross* Railway; and the Part of the *Fife and Kinross* Railway so widened (herein-after called "the doubled Line") shall be used by the Company for all Traffic (except Coaching Traffic) between all Places to and from which the doubled Line shall with the Company's Railway form Part of the shortest Route; and the Through Rates for Coaching Traffic shall be quoted as low by that Route as by any other Route of the Company between the same Places; but it shall be in the Option of the Company to convey all such Traffic (Coaching Traffic excepted) by any Route they may think fit, provided they credit the Account of the *Fife and Kinross* Railway with its Mileage Proportion of the Through Rates for the said Traffic as by the shortest Route.

Application of Revenues derived from the doubled Line.

**57.** The gross Receipts for the Traffic passing over the doubled Line shall be carried to the separate Account required by "The *Edinburgh, Perth, and Dundee* Railway (*Fife and Kinross* Amalgamation) Act, 1862," to be kept of the gross Revenues derived from the *Fife and Kinross* Railway, and shall be distinguished from the rest of such

Account, and shall be applied first, secondly, and thirdly in the Manner in which such gross Revenues are by the said Act directed to be first, secondly, and thirdly applied, and shall be applied fourthly in making good the Deficiency (if any) in such gross Revenues to pay the preferential Dividends on all *Fife and Kinross* Preference Shares which have been or may be created and issued under the Provisions of the said Act and the Acts relating to the *Fife and Kinross* Railway Company therein referred to, or any of them; and, fifthly, in Payment of Interest at the Rate of Five Pounds *per Centum per Annum* on the Amount which shall be expended by the Company in such widening and Enlargement, and in the Construction of Sidings and other Accommodation Works in connexion therewith, provided that such Amount shall not exceed Sixteen thousand Pounds, and if such Amount shall exceed Sixteen thousand Pounds, then upon the Sum of Sixteen thousand Pounds; and, lastly, in or towards the Payment of half-yearly Dividends upon the *Fife and Kinross* ordinary Shares; but if such gross Receipts, after deducting the Payments first, secondly, thirdly, and fourthly to be made thereout, shall be insufficient in any One Year to pay the Interest for the Year on the Amount expended as aforesaid in such widening and Enlargement, the Deficiency or any Part thereof shall not be exigible against such gross Receipts in any subsequent Year, or any Funds of the *Fife and Kinross* Railway Company.

Saving Rights of the Fife and Kinross Railway.

**58.** Nothing herein contained shall be deemed to alter, prejudice, or affect the Provisions of "The *Edinburgh, Perth, and Dundee* Railway (*Fife and Kinross* Amalgamation) Act, 1862," excepting in so far as is expressly provided and declared by this Act, but the Provisions of the said Amalgamation Act, except as herein expressly altered, shall apply to and be read along with the Provisions herein contained respecting the said *Fife and Kinross* Railway.

Power for Company to raise Capital by Shares or Stock.

**59.** The Company, with the Consent of Three Fifths of the Votes of the Shareholders present, in person or by proxy, at any General Meeting or General Meetings convened with special Notice of the Purpose, may raise by the Creation of new Shares or Stock any further Sums of Money not exceeding in the whole Four hundred and sixty thousand Pounds,

Power to attach Preference to Shares or Stock created under this Act.

**60.** The Company, with the Consent of Three Fifths of the Votes of the Shareholders present, in person or by proxy, at any General Meeting or General Meetings convened with special Notice of the Purpose, may attach to all or any new Shares or Stock created by them under the Powers of this Act, either in perpetuity or for a limited Period, preferential Dividends not exceeding the Rate of Five Pounds *per Centum per Annum*

*Annum* upon the Amount for the Time being paid thereon, in priority to the ordinary Stock or Shares of the Company.

Saving Rights of existing Preference Shareholders.

**61.** No Preference or Priority in Payment of Interest or Dividends on any Shares or Stock to be created under the Powers of this Act shall prejudice or affect any Preference or Priority in the Payment of Interest or Dividends on any other Shares or Stock which may have been granted by the Company in pursuance of or which may have been confirmed by any previous Act of Parliament, or which may be otherwise lawfully subsisting.

Preferential Dividends to be chargeable only in the Year's Profits.

**62.** The new Shares or Stock to be created under the Powers of this Act shall be entitled to the preferential Dividends (if any) which may have been attached to them by the Company out of the Profits of each Year in priority to the ordinary Stock or Shares of the Company; but if in any Year ending the Thirty-first Day of *January* there shall not be Profits available for the Payment of the full Amount of such preferential Dividends for that Year, the Deficiency shall not be chargeable against or payable out of the Profits of any subsequent Year, or against or out of any other Funds of the Company.

Terms, &c. to be stated on Certificate.

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

Amount and issuing of Shares.

**64.** All Shares created by the Company under the Authority of this Act shall be of such nominal Amount, and shall be issued, apportioned, and allotted to such Persons and in such Manner, as may be determined by the Resolution of any General Meeting of the Company convened for the Purpose of authorizing the Creation and issuing of such Shares, with due Notice of such Object.

Issuing of Stock.

**65.** All Stock created by the Company under the Authority of this Act shall be issued, apportioned, and allotted in such Manner, and to such Persons paying the full nominal Value thereof, as may be determined by the Resolution of any General Meeting of the Company convened for the Purpose of authorizing the Creation and issuing of such Stock, with due Notice of such Object.

Certain Provisions of 8 & 9 Vict. c. 17. to apply to Stock created under the Act.

**66.** The Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Consolidation of the Shares into Stock, so far as they are not inconsistent with the Provisions of this Act, shall apply to any Stock to be created under this Act as if such Stock had been created for the Consolidation of Shares into Stock.

**67.** All

Shares or Stock to form Part of Company's general Capital.

**67.** All Shares or Stock to be created by the Company under the Authority of this Act shall, subject to the Provisions of this Act, form Part of the general Capital of the Company.

Power to borrow on Mortgage.

**68.** The Company, in addition to any Sums which they are authorized to borrow under other Acts of Parliament, may from Time to Time borrow on Mortgage such Sums as they think fit, not exceeding in the whole One hundred and fifty-three thousand three hundred Pounds; but no Part of that Money shall be borrowed until the whole of the said additional Capital of Four hundred and sixty thousand Pounds shall have been subscribed for or taken, and One Half of that Amount shall have been actually paid up, nor until the Company shall have proved to the Sheriff who is to certify under the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," (before he so certifies,) that all the said additional Capital of Four hundred and sixty thousand Pounds has been subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Proofs having been given the Certificate of such Sheriff under that Section shall be sufficient Evidence).

Priority of existing Mortgages.

**69.** All Mortgages of the Company granted before the passing of this Act, and which shall be in force at the Time of the passing of this Act, shall, as regards the Undertaking comprised in and assigned by such Mortgages, have Priority over all Mortgages granted under the Authority of this Act.

Application of Money raised under Act.

**70.** All Money raised under the Powers of this Act by the Creation of new Shares or Stock or by Mortgage shall be applied in the first instance to the Purposes by this Act authorized, and, subject thereto, shall be applicable to the Purposes authorized by the other Acts relating to the Company.

Interest not to be paid on Calls paid up.

**71.** It shall not be lawful for the Company, out of any Money by any Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay to any Shareholder any Interest or Dividend on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised; but nothing herein contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," in that Behalf contained.

**72.** It

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

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

Power for the Company, the Edinburgh and Glasgow, and Caledonian Railway Companies to make other Agreements.

**73.** The Company on the one hand, and the *Edinburgh and Glasgow* and *Caledonian* Railway Companies, or either of them, on the other hand, may from Time to Time enter into Agreements with respect to the following Matters, or some of them; that is to say,

The Use of the Railways and Works in this Act mentioned and referred to, or any of them, by or for the Traffic of the Companies Parties to the Agreement, and the Use of all or any Railways or Works of the said Companies respectively by or for the Traffic of the others or other of them:

Facilitating the speedy and uninterrupted Conveyance from Point to Point of any Traffic over the Systems of the Companies Parties to the Agreement, or any of them, or Parts thereof respectively:

Through booking, and invoicing, altering, adjusting, fixing, dividing, apportioning, or otherwise in any way relating to Tolls, Rates, Fares or Charges in respect of any Traffic of the Companies Parties to the Agreement, or any of them:

Settling all or any Disputes between the Companies Parties to the Agreement, or any of them, arising out of the Matters with respect to which the said Companies are by this Act authorized to enter into Agreements:

The Modification of any Agreement previously entered into.

Restrictions on Agreements between Companies.

**74.** No such Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Fares, Rates, or Charges which the Companies Parties thereto may from Time to Time be respectively authorized to demand and receive from any Person or any other Company, but all other Persons and Companies, notwithstanding any such Agreement, shall be entitled to the Use and Benefit of the Railways of the Companies Parties to the Agreement on the same Terms and Conditions, and on Payment of the same Tolls, Fares, Rates, and Charges, as they would be if the Agreement were not made.

Sanctions of Shareholders to Agreements.

**75.** No Agreement which shall hereafter be entered into for any of the Purposes aforesaid (except with respect to any such Junction or Mode of Construction as aforesaid), so far as the Terms and Conditions thereof are not authorized by "The Railways Clauses Consolidation

(*Scotland*) Act, 1845," or by any other General Statute or Law for the Time being in force, shall have any Operation until it be sanctioned by not less than Three Fifths of the Votes of the Shareholders of each Company Party thereto present, in person or by proxy, at a General Meeting of their Companies specially convened for the Purpose.

How Meetings to be called.

**76.** Every such Special Meeting shall be called by Circular addressed to each Shareholder entitled to vote at Meetings of the Company, and served in the Manner prescribed by "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to Notices required to be served by the Company upon the Shareholders, and also by Advertisement inserted once in each of Two consecutive Weeks in a Newspaper published in the County in which the Chief Office of the Company convening the Meeting is situate, and the last of such Advertisements shall be published not less than Seven Days before the Meeting.

Public Notice to be given of Intention to enter into or alter Agreement.

**77.** Before entering into any such Agreement (except an Agreement with respect to any such Junction or Mode of Construction as aforesaid) the Companies intending to be Parties thereto shall give Notice of their Intention to enter into such Agreement, in a Form to be approved by the Board of Trade, inserted once in each of Three consecutive Weeks in a Newspaper published in the County or each of the Counties in which the Chief Offices of the said Companies are respectively situate, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by the proposed Agreement, and desiring to object thereto, may bring their Objections before the Board of Trade.

Approval of Board of Trade.

**78.** No Agreement whereof such Notice is required, so far as the Terms and Conditions thereof are not authorized by "The Railways Clauses Consolidation Act (*Scotland*), 1845," or by any other General Statute or Law from Time to Time in force, shall have any Operation until it be approved by the Board of Trade; and the Board of Trade shall not approve any such Agreement without being satisfied of its having received such Sanction of Shareholders as is by this Act required.

Agreements may be modified by Board of Trade.

**79.** At the Expiration of the first or any subsequent Period of Ten Years after the making of any such Agreement the Board of Trade, if they think fit, may cause the same to be revised, and the Board may require the Companies Parties thereto to publish such Notices of the intended Revision as the Board shall direct, and the Board shall have Power to modify the Agreement in such Manner as the Board may think necessary, and to declare the Modification made by the Board to be Part of such Agreement, and the same shall be read and take effect accordingly.

**80.** The

Joint Committee for Purposes of Agreement.

**80.** The Companies Parties to any such Agreement may, in accordance therewith and for the Purposes thereof, appoint a Joint Committee composed of such Number of the Directors of each Company as the Companies may think proper, and from Time to Time may alter, vary, and renew the Joint Committee as Occasion may require, and may regulate the Proceedings of the Joint Committee, and may delegate to the Joint Committee all such Powers as the said Companies may consider necessary for carrying into effect the Purposes of the Agreement; and every Joint Committee so appointed shall have and may exercise the Powers so from Time to Time delegated to them in like Manner as the same Powers might be had and exercised by the Companies respectively or their respective Directors.

Saving Rights of Priority of Queensferry Creditors.

**81.** Nothing herein contained shall affect any Right of Priority held by any of the Creditors under the Acts of Parliament in regard to the Passage across the *Firth of Forth* called the *Queensferry*.

Saving Right of the Crown to Debt on Queensferry Passage.

**82.** Nothing contained in this Act or in any of the Acts herein referred to shall affect the Right of Her Majesty to the Debt due by the Trustees for the Improvement of the Passage across the *Firth of Forth*, called the *Queensferry*, under the Public Act passed in the Fifty-fourth Year of the Reign of His Majesty *George* the Third, Chapter One hundred and thirty-eight, and the Local and Personal Acts passed in the Forty-ninth Year of the Reign of His said Majesty, Chapter Eighty-three, and the Eleventh Year of the Reign of His Majesty *George* the Fourth, Chapter One hundred and fifteen, nor take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving Rights of the Crown.

**83.** Nothing contained in this Act or in any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Foreshore, or other Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

**84.** Nothing

Railways not exempt from Provisions of General Acts.

**84.** Nothing in this Act contained shall be deemed or construed to exempt the Railways or Enlargements of Railways or the Pier by this Act authorized to be made from the Provisions of any General Act relating to Railways or Piers, or to Dues on Shipping and Goods carried in Ships, or of the Merchant Shipping Acts with respect to Lights, Buoys, and Beacons, and the Jurisdiction of the General Lighthouse Authorities, 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 this Act.

Expenses of Act.

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

Short Title.

**86.** In citing this Act for any Purpose it shall be sufficient to describe it as "The *North British* (*Edinburgh, Dunfermline, and Perth*) Railway Act, 1863."

SCHE-

*The North British (Edinburgh, Dunfermline, and Perth) Railway Act*, 1863.

## SCHEDULE to which the foregoing Act refers.

### TABLE OF FERRY TOLLS.

| | £ | s. | d. |
|---|---|---|---|
| Hearse or Mourning Coach, with Two Horses and Driver - - | 0 | 15 | 0 |
| Four-wheeled Coach, Chaise, or similar Vehicle, drawn by Two Horses, with Horses and Driver - - - - | 0 | 6 | 0 |
| Four-wheeled Chaise or Phaeton, drawn by One Horse, with Horse and Driver - - - - - - - | 0 | 3 | 0 |
| Two-wheeled Chaise, Gig, or taxed Cart, drawn by One Horse, with Horse and Driver - - - - - | 0 | 2 | 6 |
| Each additional Horse used in drawing any of the above Carriages | 0 | 1 | 0 |
| N.B.—Porterage included in the above Charges, and the Articles to have a Preference to Coal Traffic. | | | |
| Luggage, other than the public Coaches, when a Porter is required, both Sides inclusive - - - - - - | 0 | 0 | 6 |
| Cart loaded with Coal or Lime, One Horse and Driver - - | 0 | 1 | 6 |
| Cart loaded with Agricultural Produce, Manure, or Implements of Husbandry, One Horse and Driver - - - - | 0 | 1 | 6 |
| Carrier's Cart, not exceeding Thirty-five Cwt. gross Weight, with One Horse and Driver - - - - - - | 0 | 2 | 0 |
| For every Five Cwt., or Part of Five Cwt., exceeding Thirty-five Cwt. - - - - - - - | 0 | 0 | 6 |
| Waggon, Cart, &c., with Loading being different from that before mentioned, not exceeding Twenty-five Cwt. gross Weight, with One Horse and Driver - - - - - - | 0 | 2 | 6 |
| For every Five Cwt., or Part of Five Cwt., exceeding Twenty-five Cwt. - - - - - - - | 0 | 0 | 6 |
| Empty Cart not returning same Day, with One Horse and Driver - | 0 | 1 | 6 |
| For each additional Horse in any of the above-mentioned Carts or Waggons - - - - - - - | 0 | 0 | 8 |
| Any travelling Caravan drawn by One Horse - - - | 0 | 10 | 0 |
| For each additional Horse in ditto - - - - | 0 | 1 | 0 |
| Merchandise, per Barrel Bulk - - - - - | 0 | 0 | 3 |
| Saddle Horse or led Horse - - - - - | 0 | 1 | 0 |
| Stallion - - - - - - - - - | 0 | 3 | 0 |
| Mule or Ass - - - - - - - - | 0 | 0 | 6 |
| Ox, Cow, Bull, or Heifer - - - - - - - | 0 | 0 | 4 |
| Calf, Sow, Boar, or Hog - - - - - - - | 0 | 0 | 3 |
| Sheep, each, under a Score - - - - - - | 0 | 0 | 1 |
| Ditto, per Score - - - - - - - | 0 | 1 | 6 |
| Lambs, per Score - - - - - - - | 0 | 1 | 0 |
| Dog - - - - - - - - - | 0 | 0 | 1 |

*The North British (Edinburgh, Dunfermline, and Perth) Railway Act*, 1863.

| | £ | s. | d. |
|---|---|---|---|
| Passenger in Steamboat, Yawl, Pinnace, or Half-tide Boat, or in Boat towed, except Passenger arriving at the Ferry by Stage Coach | 0 | 0 | 6 |
| Ditto by Stage Coach and having a Ticket | 0 | 0 | 4 |
| Ditto to or from passing Steamboat, whether landed or embarked at the Pier or by Boat | 0 | 0 | 6 |
| Passenger in Boats using Piers in going to and returning from Vessels stationed in the Roads, except Boats belonging to Her Majesty | 0 | 0 | 1 |
| This Charge to be paid by the Skipper or other Person in charge of the Boat. | | | |
| Child from Six to Twelve Years of Age | 0 | 0 | 3 |
| Highland Shearer | 0 | 0 | 1 |
| Signal for Chaises or Horses | 0 | 0 | 6 |

EXEMPTIONS.

Stage Coach, Guard and Driver of any Stage Coach, and Luggage by Stage Coach.

All the Carriages mentioned in annexed Table, with Horses and Drivers who crossed with them, returning on the same Day at any of the regular Times of sailing.

All the Carts and Waggons specified in the said Table recrossing unloaded the same Day, with Horses and Drivers who crossed with them.

Saddle Horse and led Horse returning on the same Day.

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