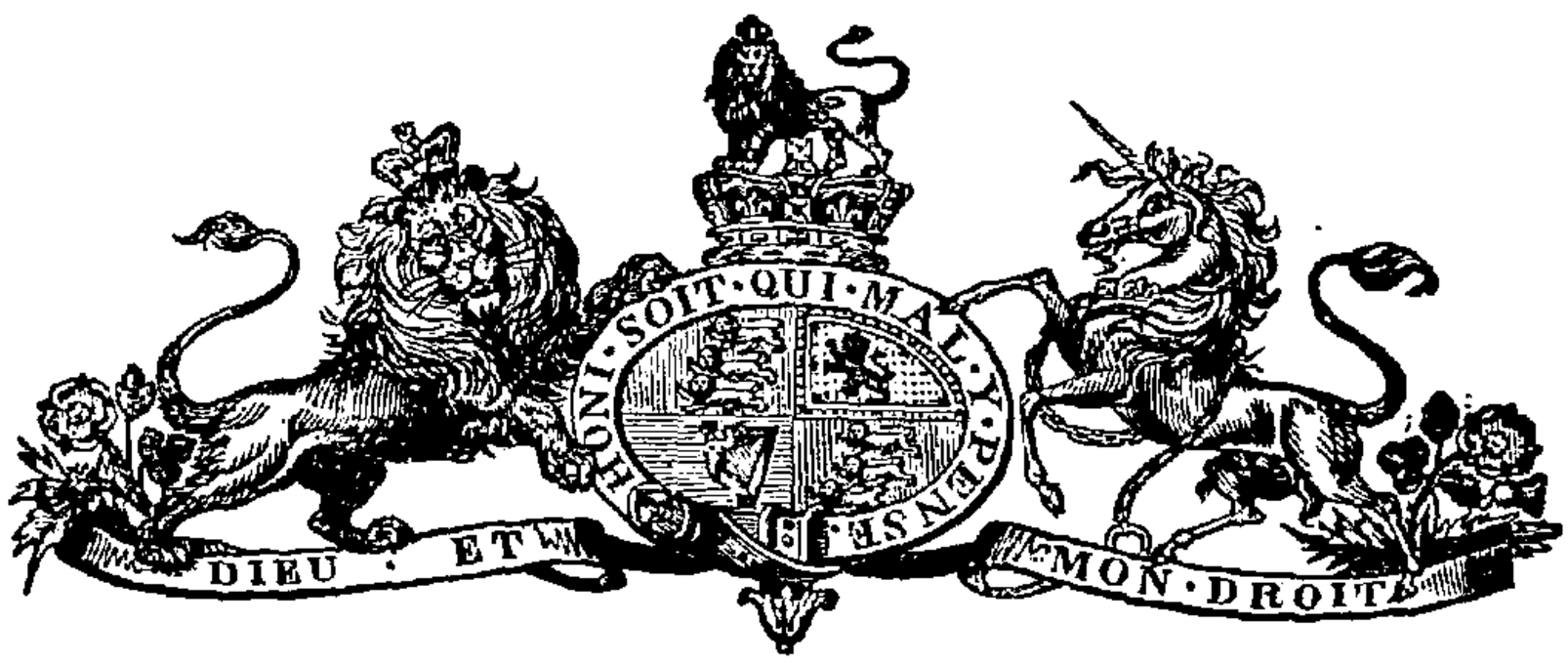


ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

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The North British, Edinburgh, Perth, and Dundee, and West of Fife Railways Amalgamation Act, 1862.

Act confirming or authorizing Creation.	Ordinary.	Preference.	Amount of Preference Dividend per Cent. per Annum.	Date of Creation.
	£ s. d.	£	£	
North British Railway Consolidation Act, 1858	2,502,060 8 4	780,200 223,272	5 5	Prior to Act.
Selkirk Amalgamation Act, 1859	18,660 0 0	2,880 8,460	- -	Prior to Amalgamation. 1861.
Border Union Act, 1859	100,760 0 0	394,240	-	1859.
Jedburgh Railway Amalgamation Act, 1860	- - -	30,580 4,420	4 with contingent Increase.	Prior to Amalgamation.
Stations Act, 1860	- - -	30,000		
Border Counties Amalgamation Act, 1860	241,060 0 0	108,940		1861.
Galashiels and Peebles Act, 1861	- - -	95,000		
Wansbeck Railway Act, 1860	- - -	50,000		
	2,862,540 8 4 1,727,992 0 0	1,727,992		
	4,590,532 8 4			

25 & 26 Vict. c. xlvii. And whereas by "The *North British* Railway, *Silloth* Railway and Dock (Lease) Act, 1862," Provision is made for the Lease of the Undertaking of the *Carlisle and Silloth Bay* Railway and Dock Company to the *North British* Railway Company for a Term of Nine hundred and ninety-nine Years at an annual fixed Rent of Two thousand Pounds, and a further contingent Rent, to commence from the First Day of *February* One thousand eight hundred and sixty-three, equal to the same Rate *per Centum* on One hundred and sixty-five thousand Pounds, as the Dividend for the Time being on the *North British* Ordinary Stock; and such fixed and contingent Rent is to be a First Charge upon the Undertaking of the *Carlisle and Silloth Bay* Railway and Dock Company next after the Mortgages of that Company not exceeding Fifty-five thousand Pounds (which are to be Debts of the *North British* Railway Company), but such fixed and contingent Rent is to be subject and without Prejudice to the Mortgages of the Undertaking of the *North British* Railway Company and to the Preference Stocks of that Company created or authorized to be created by any Act passed prior to the passing of this Act: And whereas by "The

25 & 26 Vict. c. xlviii. *North British* Railway, *Port Carlisle* Dock and Railway (Lease) Act, 1862," Provision is made for the Lease of the Undertaking of the Port *Carlisle* Dock and Railway Company to the *North British* Railway Company

The North British, Edinburgh, Perth, and Dundee, and West of Fife Railways Amalgamation Act, 1862.

Company for a Term of Nine hundred and ninety-nine Years at a fixed annual Rent of Three thousand one hundred Pounds, and an additional contingent Rent when the Dividend on the Ordinary Stock of the *North British* Railway Company exceeds Four *per Centum per Annum* equal to such an Amount *per Centum* on Seventy thousand six hundred Pounds as shall be the Difference between Four *per Centum per Annum* and the Rate of Dividend on such Ordinary Stock; and such fixed and contingent Rent is to be a First Charge upon the Undertaking leased, and to be subject to the Mortgages of the *North British* Railway Company and to the Preference Stocks of that Company created or authorized to be created by any Act passed prior to the passing of the said Act; and the Preference Stock of the *Port Carlisle* Dock and Railway Company, amounting to Thirty-five thousand Pounds, redeemable as in the said Act mentioned, is to become Preference Stock of the *North British* Railway Company, and that Company are authorized to raise a further Sum of Forty thousand Pounds by Preference Stock, including Seven thousand three hundred and eighty Pounds already created by the *Port Carlisle* Dock and Railway Company: And whereas by "The *North British* Railway (Branches) Act, 1862," the *North British* Railway Company are authorized to make certain Branch Railways from their Railway in the Parish of *Inveresk*, and to raise Two hundred and twenty thousand Pounds by Preference Shares or Stock, and Seventy-three thousand three hundred Pounds by Mortgage of their Undertaking: And whereas a Bill is now pending in Parliament for making a Railway from the *Hawick* Branch of the *North British* Railway near *Newtown Saint Boswells* to *Dunse*, by which (if passed into a Law) the *North British* Railway Company will be authorized to contribute Fifty thousand Pounds towards that Undertaking, and to raise the Amount of such Contribution by Preference Shares or Stock: And whereas the *North British* Railway Company are authorized to borrow and have borrowed on Mortgage, under the Powers of the recited Acts or some of them, Sums amounting in the whole to One million five hundred and twelve thousand five hundred and fifty-eight Pounds, of which the Sum of Fifteen thousand two hundred and twenty-four Pounds Eight Shillings has been converted into Debenture Stock, and they are also authorized to borrow Twenty thousand Pounds on Mortgage of the Undertaking of the *Peebles* Railway Company leased to the *North British* Railway Company for renewing Mortgages of the *Peebles* Railway Company during the Continuance of the Lease: And whereas by "The *Edinburgh, Perth, and Dundee* Railway Consolidation Act, 1851," the Acts relating to the *Edinburgh, Perth, and Dundee* Railway Company were consolidated and amended: And whereas by the Local Acts Twenty-second and Twenty-third of *Victoria*, Chapter Eighty-three, and Twenty-fourth and Twenty-fifth of *Victoria*, Chapter Two hundred and fourteen, further Powers were conferred upon the *Edinburgh, Perth, and Dundee* Railway Company: And whereas

25 & 26 Vict. c. xlix.

14 & 15 Vict. c. lv.

The North British, Edinburgh, Perth, and Dundee, and West of Fife Railways Amalgamation Act, 1862.

whereas the Capital of the *Edinburgh, Perth, and Dundee* Railway Company amounts to the Sum of Two million five hundred and fifty-three thousand two hundred and sixty Pounds (including Fifty-three thousand Pounds applicable to the *Kinross-shire* Railway), and is divided into the following Classes of Shares or Stock; that is to say,

Act by which Capital is authorized or confirmed.	Ordinary.	Preference.	Amount per Cent. per Annum of Preference Dividend.	Date of Creation.
	£	£	£	
Edinburgh, Perth, and Dundee Consolidation Act, 1851 - - -	1,852,540	647,720	4	Prior to the Act.
Edinburgh, Perth, and Dundee Railway Act, 1861 -	- -	53,000	5 On Revenues of Kinross-shire Railway only.	Prior to Act of 1861.
		700,720		
		1,852,540		
		2,553,260		

And whereas the whole of the said Capital has been created, but Six hundred and one thousand one hundred and thirteen Pounds thereof has not been raised: And whereas, besides the said Capital, the said Company have Power to raise Forty thousand Pounds by Shares or Stock bearing a preferential Dividend not exceeding Seven Pounds *per Centum per Annum*, which Power has not been exercised: And whereas the total Sum which the said Company are authorized to raise by Mortgage, including Sums authorized to be raised by the *Kinross-shire* Railway Company, amounts (after deducting the Sum of Two hundred and seventy-four thousand seven hundred and eighty-six Pounds Eighteen Shillings realized by the Sale of Five Pound Preference Shares, as provided for under Section Sixteen of "The *Edinburgh, Perth, and Dundee* Railway Company (Arrangements) Act, 1853,") to One million five hundred and fifty-seven thousand five hundred and twelve Pounds Fourteen Shillings and Twopence, whereof the Sum of One million and eighty-eight thousand three hundred and eighty-eight Pounds Twelve Shillings and Twopence is entitled to a First Charge on the Undertaking of the *Edinburgh, Perth, and Dundee* Railway Company, and Part thereof amounting to Eleven thousand six hundred and ninety-six Pounds Seventeen Shillings and Fivepence or thereabouts is not at present borrowed, and other Part thereof amounting to One thousand and sixty-nine Pounds is represented by Debenture Stock, and the Sum of Four hundred and fifty-one thousand four hundred and fifty-eight Pounds Two Shillings is entitled to a Second Charge upon the same Undertaking, but Part thereof amounting to One hundred thousand three hundred and forty-three Pounds

16 & 17 Vict. c. clii.

Pounds Sixteen Shillings and Eightpence or thereabouts has not been raised, and other Part thereof, amounting to Three hundred and two thousand nine hundred and thirty-four Pounds, is represented by Debenture Stock, and the Sum of Seventeen thousand six hundred and sixty-six Pounds, Residue of the said Sum of One million five hundred and fifty-seven thousand five hundred and twelve Pounds Fourteen Shillings and Twopence, was authorized to be raised under the *Kinross-shire* Railway Act, of which last Sum Five thousand six hundred and sixteen Pounds or thereabouts has not been raised: And whereas by the Local Act Twenty-fourth and Twenty-fifth of *Victoria*, Chapter Two hundred and twenty-six, the *West of Fife* Railway and Harbour Company were constituted by the Amalgamation of the *West of Fife* Mineral Railway Company and the *Charleston* Railway and Harbour Company: And whereas the Local Acts Nineteenth and Twentieth of *Victoria*, Chapter Ninety-eight, Twentieth and Twenty-first of *Victoria*, Chapter Ninety-one, Twenty-second and Twenty-third of *Victoria*, Chapter Ninety-six, and Twenty-third and Twenty-fourth of *Victoria*, Chapter One hundred and forty-five, relate to the Undertakings of the Companies so amalgamated: And whereas the Capital of the *West of Fife* Railway and Harbour Company amounts to the Sum of One hundred and thirty-six thousand Pounds, divided into Thirteen thousand six hundred Shares of Ten Pounds each, whereof Seven thousand six hundred Shares, representing a Capital of Seventy-six thousand Pounds, are called "*West of Fife* Shares," and Two thousand seven hundred and sixty-three of such Shares, representing a Capital of Twenty-seven thousand six hundred and thirty Pounds, have not been issued; and the remaining Six thousand of the said Thirteen thousand six hundred Shares, representing a Capital of Sixty thousand Pounds, are called "*Charleston* Shares," and are fully called up: And whereas the Profits of the Undertaking are divisible amongst the Holders of the *West of Fife* Shares and *Charleston* Shares in the Proportions and Manner in "The *West of Fife* Railway Act, 1861," mentioned: And whereas the *West of Fife* Railway and Harbour Company are authorized, under "The *West of Fife* Railway Act, 1861," to borrow on Mortgage Forty-five thousand three hundred Pounds, whereof Four thousand Pounds have not been raised: And whereas the Undertakings of the said Three Companies could be worked with greater Convenience and Advantage to the Public if they were placed under One Management; and the said Companies have agreed, subject to the Approval of Parliament, that they should be amalgamated upon certain Terms and Conditions: And whereas it is expedient to extend the Time limited by certain of the Acts relating to the said Companies for the Sale of superfluous Lands: 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

24 & 25 Vict. c. ccxxvi.

The North British, Edinburgh, Perth, and Dundee, and West of Fife Railways Amalgamation Act, 1862.

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:

Companies dissolved, and Shareholders re-incorporated.

1. The *North British* Railway Company, the *Edinburgh, Perth, and Dundee* Railway Company, and the *West of Fife* Railway and Harbour Company are hereby dissolved, and the respective Undertakings of those Companies shall henceforth constitute One Undertaking, under the Name of "The *North British* Railway;" and the existing Shareholders of the said Companies respectively, and their Executors, Administrators, Successors, and Assigns, are hereby united and incorporated under the Name of "The *North British* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have a Common Seal, Powers to sue and be sued, and to purchase, acquire, and hold Lands for the Purposes of their Undertaking, subject to the Provisions of this Act, and all other Incidents of an incorporated Company.

8 & 9 Vict. cc. 16. and 17. incorporated.

2. "The Companies Clauses Consolidation (*Scotland*) Act, 1845," and, in reference to the Shareholders of the *North British* Railway Company hereby incorporated not resident in *Scotland*, and to that Part of the said Company's Undertaking which is situate in *England*, the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845,' with respect to the following Matters, (that is to say,) the Payment of Subscriptions and the Means of enforcing the Payment of Calls, the Remedies of Creditors of the Company against the Shareholders, the Accountability of the Officers of the Company, the Settlement of Disputes by Arbitration, the Tender of Amends, and the Recovery of Damages not specially provided for, also Sections Fifty-three and Fifty-four relating to Recovery of Arrears of Principal and Interest Monies by the Appointment of a Receiver, and Section Ninety-seven relating to the Powers of the Directors to make Contracts, are hereby incorporated with this Act.

"The Company."

3. In construing the Acts wholly or partly incorporated with this Act, for the Purposes of this Act, and in construing this Act, the Expression "the Company" shall mean the *North British* Railway Company incorporated by this Act.

Undertakings of dissolved Companies vested in new Company.

4. The Undertakings, Railways, Works, Lands, Property, Powers, Authorities, Rights, and Privileges of the dissolved Companies shall, subject to their respective Contracts, Obligations, Debts, and Liabilities, be and the same are hereby vested in the Company, and shall and may be held, used, exercised, and enjoyed by the Company in the same Manner and to the same Extent as the same respectively were, or, if this Act had not been passed, might have been held, used, exercised, and enjoyed by the dissolved Companies respectively.

5. All

Actions not to be affected.

5. All Proceedings at Law or in Equity commenced and pending by or against the dissolved Companies or any of them, or to which the dissolved Companies or any of them were Parties, may be continued by or against or with reference to the Company.

Acts relating to dissolved Companies to apply to the Company.

6. All Clauses, Provisions, and Enactments contained in the recited Acts, or any other Act relating to or affecting the dissolved Companies respectively, or their respective Undertakings, which were in force at the passing of this Act, shall, except in so far as they are hereby varied or repealed, remain in full Force, and all Rights and Powers conferred on and vested in the dissolved Companies respectively by the recited Acts and the Acts incorporated therewith in relation to their respective Undertakings may be exercised and enjoyed by the Company, and all Matters to be done, continued, or completed, or which, but for the passing of this Act, would, might, or could be done, continued, or completed, by the dissolved Companies respectively, or their respective Directors, Officers, or Servants, under or in virtue of those Acts respectively, shall be done, continued, or completed by the Company, and their Directors, Officers, and Servants, as the Case may be; and the recited Acts, so far as they relate to or affect the dissolved Companies respectively, shall be read and construed as if the Name of the Company had been used therein instead of that of the dissolved Company to which the same related.

Saving Debts and Claims of dissolved Companies.

7. Subject to the Provisions of this Act, all Debts due from or to the dissolved Companies respectively, or any Persons on their Behalf, shall be payable and paid by or to the Company; and all Tolls, Rates, Duties, and Monies due or payable, by virtue of any Act relating to any of the dissolved Companies, from or to those Companies respectively, shall be due and payable from or to the Company, and shall be recoverable from or by the Company by the same Ways and Means and subject to the same Conditions as the same would or might have been recoverable from or by the dissolved Companies respectively if this Act had not been passed.

Saving Conveyances, Contracts, &c.

8. All Deeds, Conveyances, Grants, Leases, Purchases, Sales, Mortgages, Bonds, Covenants, Contracts, and Securities which, before the passing of this Act, shall have been executed, made, or entered into by, with, or to, or in relation to any of the dissolved Companies or the Directors thereof, and which shall be in force at the passing of this Act, and all Obligations and Liabilities which before the passing of this Act shall have been incurred by or to, or which, but for the passing of this Act, might or would have attached to, the dissolved Companies or the Directors thereof respectively, shall, subject to the Provisions of this Act, be as valid and of as full Force and Effect in favour of or against or in relation

relation to the Company as if the same had been executed, made, or entered into by, with, or to, or in relation to, or had been incurred by or to, or had attached to the Company by Name.

Causes and Rights of Action reserved.

9. All Causes and Rights of Action which shall have accrued before and shall be in any Manner enforceable by, for, or against any of the dissolved Companies at the passing of this Act shall, subject to the Provisions herein contained, be and remain as good, valid, and effectual for or against the Company as they would or might have been for or against the dissolved Company affected thereby if this Act had not been passed.

Actions not to abate.

10. Nothing in this Act contained shall abate or prejudice any Action, Suit, or other Proceeding at Law or in Equity which shall have been commenced by or against any of the dissolved Companies, either solely, or jointly with any other Company or Person, before the passing of this Act, but the same may be continued, prosecuted, or enforced by or against the Company, either solely, or, as the Case may require, jointly with such other Company or Person.

Saving Submissions and Awards relating to dissolved Companies.

11. No Submission to Arbitration of any Matter in dispute between any of the dissolved Companies and any other Company or Person under which any Reference shall be pending and incomplete at the passing of this Act, and no Award made before and remaining in force at the passing of this Act, shall be revoked or prejudicially affected by anything in this Act contained, but every such Submission and Award shall be as valid and effectual for or against the Company as it would have been for or against the dissolved Company affected thereby.

Unexecuted Works of dissolved Companies may be completed.

12. All Works which, under the Provisions of the recited Acts or any of them, the dissolved Companies respectively are, at the passing of this Act, authorized or bound to execute and complete, and which shall not have been executed or completed before the passing of this Act, may or shall be executed or completed by the Company, and for that Purpose the Company shall have and be subject to all the Powers, Rights, and Conditions which were conferred or imposed upon the dissolved Companies respectively by the recited Acts and the Acts incorporated therewith, and which, but for the passing of this Act, might have been exercised by or enforced against the dissolved Companies respectively.

Contracts for Land entered into by dissolved Companies to be executed.

13. In all Cases in which any of the dissolved Companies, under the Provisions of the recited Acts or any of them, have entered into any Contract for the Purchase of or taken or used any Lands which at the passing of this Act shall not be effectually conveyed to such Company, or the Purchase Money in respect of which shall not have been duly

paid

paid by such Company, such Contract, if in force at the passing of this Act, shall thereafter be completed by and such Lands shall be conveyed to the Company, or as the Company shall direct, and such Purchase Money shall be paid and applied pursuant to the Acts relating to such dissolved Company; and all the Clauses, Provisions, Powers, and Authorities contained in such Acts, or any of them, in relation to the Completion of such Contract, and the Purchase and Conveyance of such Lands, and the Payment and Application of the Purchase Money in respect thereof, shall be read and construed as if the Company were the Company named in such Acts and Contract.

Application of Monies paid into Bank or to Trustees.

14. In all Cases in which any Sum of Money has already been paid by any of the dissolved Companies, or shall hereafter be paid by the Company, under any Act relating to any of the dissolved Companies, into any One of the incorporated or chartered Banks in *Scotland*, or into the Court of Chancery in *England*, or to any Trustee or Trustees, on account of the Purchase of any Land or any Interest therein, or for any Compensation or Satisfaction or on any other Account, such Sum, or the Stocks, Funds, or Securities in or upon which the same has been or shall be invested by Order of the Court of Session or the Court of Chancery, or otherwise howsoever, and the Interest, Dividends, and annual Produce thereof, shall be applied and disposed of pursuant to such Act; and all the Clauses, Provisions, Powers, and Authorities contained in any such Act in relation to such Monies, Stocks, Funds, and Securities, and the Dividends and annual Produce thereof, shall be read and construed as if the Company were the Company named in such Act.

Officers of dissolved Companies to be accountable for Books, &c.

15. All Officers and Persons who, at the passing of this Act, shall have in their Possession or under their Control any Books, Documents, Papers, or Effects belonging to any of the dissolved Companies, or to which such Company would, but for such Dissolution, have been entitled, shall be liable to account for and deliver up the same to the Company, or to such Persons as they may appoint to receive the same, in the same Manner, and subject to the same Consequences for Refusal or Neglect, as though such Officers and Persons had been appointed by and become possessed of such Books, Documents, Papers, or other Effects for the Company under the Provisions of the recited Acts and the Acts therewith incorporated.

Officers of dissolved Companies to be Officers of the Company.

16. All Clerks, Officers, and Servants who, at the passing of this Act, shall be in the Employment of any of the dissolved Companies, and whose Employment shall not then be determined, shall become and be Clerks, Officers, or Servants, as the Case may be, of the Company, with the same Rights and subject to the same Obligations and Incidents in respect of such Employment as they would have had or been subject to as the Clerks, Officers, or Servants of the dissolved Company.

Books, &c. to be Evidence.

17. All Books and other Documents whatsoever which would have been Evidence for or against any of the dissolved Companies shall be admitted as Evidence for or against the Company in respect of any Matters as to which the same would have been admissible as Evidence for or against the dissolved Company.

Resolutions of dissolved Companies to remain in force.

18. All Resolutions of any General Meeting or Board of Directors of any of the dissolved Companies, or of any duly constituted and authorized Committee thereof, so far as the same are applicable and remain in force, shall, notwithstanding the Dissolution, continue to be operative, and shall apply to the Company, and to the Directors, Officers, and Servants of the Company; and all Calls made by any of the dissolved Companies, and not paid at the passing of this Act, shall be payable to and may be enforced by the Company as if such Calls respectively had been made by the Company.

Registers, Books, and Certificates relating to dissolved Companies to subsist until replaced.

19. All Registers of Shares, Stock, Mortgages, and Bonds of the dissolved Companies respectively, and all Registers of Transfers thereof respectively, and all Shareholders Address Books, and all Certificates of Shares or Stock of and in the dissolved Companies respectively, which are valid and subsisting at the passing of this Act, shall continue to be valid and subsisting, and shall have the same Operation and Effect as before the Dissolution, unless and until new or altered Registers, Books, and Certificates respectively shall be substituted in their Stead; and all Transfers, Sales, or Dispositions of Stock or Shares made before the Dissolution, and not then complete, shall have the same Operation and Effect as if made after the Dissolution.

Byelaws to remain in force.

20. All the Byelaws, Rules, and Regulations of the dissolved Companies respectively relating to the Management, Use, or Control of their respective Railways, Harbour, and Undertakings shall, notwithstanding the Dissolution, continue to be in force and applicable to such Railways, Harbour, and Undertakings respectively, and shall and may be enforced by and be available to the Company in their own Name, as if the same respectively had been originally made by the Company, until the Expiration of Twelve Months after the passing of this Act, or until other Byelaws, Rules, and Regulations shall be duly made by the Company in their Stead, whichever Event shall first happen.

General Saving of Rights and Claims.

21. Notwithstanding the Dissolution of the said Companies, and the Amalgamation of the Shareholders thereof, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed respectively under or by virtue of any Act relating to any of the dissolved Companies shall be as valid as if this Act had not been passed; and such Dissolution and Amalgamation and this

this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Dissolution and Amalgamation respectively had not taken place and this Act had not been passed, would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively; and with respect to all such Things so done, suffered, and confirmed respectively, and to all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents represent the dissolved Companies respectively: Provided always, that the Generality of this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

Capital.

22. The Capital of the Company shall consist of the several Classes of Stock and Shares in the Capitals of the dissolved Companies, and shall be subject to Increase by the Exercise of such Powers of creating new Shares or Stock as have been conferred upon the dissolved Companies by Act of Parliament, and have not been exercised by them, and by any new Shares or Stock which may be created by them under any Act of the present Session, as herein-after mentioned; and all Debenture Stock or Debenture Shares of the dissolved Companies shall become Debenture Shares or Debenture Stock of the Company.

Stocks of the Three dissolved Companies to be kept separate.

23. Notwithstanding the Amalgamation separate Registers shall be kept of the several Preference, Guaranteed, and Debenture Stocks of the dissolved Companies, and of the Ordinary Stock of the dissolved *North British* Railway Company (herein-after called *North British* Ordinary Stock), and of the Ordinary Stock of the *Edinburgh, Perth, and Dundee* Railway Company (herein-after called *Edinburgh, Perth, and Dundee* Ordinary Stock), and of the Ordinary Shares of the *West of Fife* Railway and Harbour Company, which shall be Preference Shares of the Company, and are herein-after called *West of Fife* Preference Shares.

As to existing Preference Stocks of North British, and Edinburgh, Perth, and Dundee Railway Companies.

24. The Debenture, Guaranteed, and Preference Stocks and Shares of the dissolved *North British* Railway Company, and of the dissolved *Edinburgh, Perth, and Dundee* Railway Company, shall have Preference and Priority of and over the Ordinary Shares and Stock of the said dissolved Companies and of the Company, and (without Prejudice to the Lien herein-after created) of and over the *West of Fife* Preference Shares upon the Revenues of the Company; and if after Payment of Interest upon the Mortgages, and of other prior Charges of the Company for the Time being, there shall be a Deficiency in the net Revenues of the Company applicable to the Payment of Dividend on the said Debenture, Guaranteed, and Preference Stocks and Shares to pay the said Dividend in full, then and whenever the same shall happen the net Revenues so applicable shall be divisible among the Debenture, Guaranteed, and Preference

Preference Shareholders of the said *North British* and *Edinburgh, Perth, and Dundee* Railway Companies respectively in the Proportion which the Amount of Dividend payable on the entire Debenture, Guaranteed, and Preference Stocks and Shares of the One Company bears to the Amount of Dividend payable on the entire Debenture, Guaranteed, and Preference Stocks and Shares of the other Company; and the several Classes of Debenture, Guaranteed, and Preference Shareholders of the dissolved *North British* Railway Company, and of the dissolved *Edinburgh, Perth, and Dundee* Railway Company respectively, shall be ranked upon the respective Proportion of the net Revenue of the Company which shall in the Manner above mentioned be allocated to them respectively according to the Order of Ranking and Preference prescribed by the several Acts of the said Companies respectively.

West of Fife Preference Shares entitled to preferential Dividends, but only out of the Half Year's Profits.

25. The Proprietors of the *West of Fife* Preference Shares shall be entitled to preferential Dividends at the Rate of Five Pounds *per Centum per Annum* on the Amount for the Time being paid up on such Shares, but shall not have Priority in Payment of such Dividends out of the Profits of the Company over any Preference Shares which may be created by the Company under any Act which may be passed in the present Session of Parliament authorizing the *North British* Railway Company to raise Capital for making certain new Branch Railways, and for the general Purposes of their Undertaking; but if the Revenue of the Company available for Dividend in any Year ending the Thirty-first Day of *January* shall be insufficient to pay the Dividend due upon the *West of Fife* Preference Shares, the Deficiency, or any Part thereof, shall not be chargeable against the Revenue of the Company available for Dividend in any subsequent Year, or against any other Funds of the Company.

Terms of Preference to be stated in Certificate.

26. The Terms and Conditions to which the *West of Fife* Preference Shares are subjected by the Provisions of this Act shall be clearly stated upon every Certificate of such Preference Shares which shall be given by the Company after the passing of this Act.

West of Fife Preference Shareholders to have a real Lien on the separate Undertaking.

27. Notwithstanding the Amalgamation, the Proprietors of *West of Fife* Preference Shares shall respectively have a Real Lien or Real Security for the Payment of the Preferential or Guaranteed Dividends on such Shares, declaring always that the said Lien or Right in Security shall be rendered available in the Manner herein-after mentioned.

How Lien to be made effectual.

28. If and whenever the Company fail to pay the half-yearly Dividend upon any of the said *West of Fife* Preference Shares within Four Weeks after the Day fixed for Payment thereof, it shall be lawful for any of the Proprietors of the Shares, the Dividend upon which shall be so in arrear,

to render effectual their said Lien or Security by the Appointment of a Judicial Factor upon the several Railways, Harbour, and Works which at the Time of the passing of this Act constituted the Undertaking of the *West of Fife* Railway and Harbour Company, and the Revenues derived therefrom, such Judicial Factor to be appointed in manner herein-after mentioned.

Mode of Appointment of Judicial Factor.

29. The Application for the Appointment of a 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 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 authorized 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.

Powers of Judicial Factor.

30. The Person appointed Judicial Factor under this Act on the Application of Proprietors of *West of Fife* Preference Shares shall be entitled to receive the whole or a competent Part of the Tolls or Sums liable to the Payment of the preferential Dividends in arrear upon such Shares until such preferential Dividends, and any preferential Dividends which may subsequently become due upon *West of Fife* Preference Shares 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 following; that is to say,

First, all Parties to whom any Interest upon Mortgages of the Company shall be then due:

Secondly, subject to such Interest, all Parties to whom any Dividend upon Debenture Stock of the Company shall be then due:

Thirdly, subject to such Interest and Dividend, all Parties to whom any Dividends on *West of Fife* Preference Shares shall be then due:

And such Tolls and Sums of Money shall not be liable in the Hands of the Judicial Factor to any other Debts or Obligations of the Company; and after such Interest, 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 Company for his Intromissions on the Sums received by him, and to pay over to their Treasurer any Balance that may be in his Hands.

Judicial Factor may require

31. In the event of a Judicial Factor having been appointed as aforesaid, it shall be lawful for him to require the Directors of the Company to

separate Accounts of Revenue to be kept.

to keep, and upon the said Requisition being made the Directors of the Company shall keep, during the Continuance of the Judicial Factory, at the Expense and in the Books of the Company, separate detailed Accounts of the gross Revenues drawn from Week to Week from the Railways and Works subject to the Judicial Factory.

Judicial Factor may require separate Accounts of Working Expenses to be kept.

32. The Directors of the Company shall also, in the event and during the Period aforesaid, and upon being required as aforesaid, keep in the Books of the Company, and at their Expense, separate detailed Accounts of the Working Expenses incurred during each Half Year upon the Railways and Works subject to the Judicial Factory.

Judicial Factor may examine Books, &c.

33. The Judicial Factor shall have Right of Access to all Books of the Company containing any detailed Accounts of gross Revenues or Working Expenses by this Act directed to be kept for the Purposes of the Judicial Factory, and to all States, Invoices, and Accounts of Traffic, for the Purpose of checking the Accuracy of such detailed Accounts or either of them, and shall be entitled at all Times to examine and check such detailed Accounts respectively or either of them, and all Vouchers and Entries connected therewith respectively, and to enforce in the most summary Way Compliance with the Provisions of this Act for keeping separate detailed Accounts of Revenue and Working Expenses as aforesaid.

Half-yearly Division of *Profits* amongst the Ordinary Stockholders.

34. The Profits which the Company shall half-yearly appropriate to the Payment of Dividends upon their Ordinary Capital shall be apportioned amongst the Proprietors of the respective Classes of such Capital as follows; that is to say, in Payment of Dividends upon the *North British* Ordinary Stock, and upon the *Edinburgh, Perth, and Dundee* Ordinary Stock, in the Proportion of Six Eighth Parts *per Centum* on the *North British* Ordinary Stock, and Two Eighth Parts *per Centum* on the *Edinburgh, Perth, and Dundee* Ordinary Stock; but if and whenever in any Half Year the Amount of Profits divisible between the said Two Classes of Stock shall be more than sufficient to yield Dividends on the *North British* Ordinary Stock at the Rate of Three Pounds *per Centum per Annum*, and Dividends on the *Edinburgh, Perth, and Dundee* Ordinary Stock at the Rate of One Pound *per Centum per Annum*, then the Surplus beyond what would be sufficient to pay the said Dividends of Three Pounds *per Centum per Annum* and One Pound *per Centum per Annum* shall be applied in Payment of Dividends at an equal Rate *per Centum* upon the *North British* Ordinary Stock, and *Edinburgh, Perth, and Dundee* Ordinary Stock.

Power to borrow on Mortgage.

35. The Company may borrow on Mortgage of the whole of their Undertaking, or any Part thereof, the Sums which any of the dissolved Companies

Companies might, but for the passing of this Act, from Time to Time have borrowed on Mortgage of their separate Undertaking, not exceeding in the whole, exclusive of Sums authorized by the recited Acts of the present Session, Two million seven hundred and ninety-six thousand one hundred and forty-three Pounds; but all Mortgages granted by the dissolved Companies, or any of them, prior to 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 by virtue of this Act.

Arrears may be enforced by Appointof a Judicial Factor.

36. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on their Mortgages by the Appointment of a Judicial Factor or Receiver; and the Amount to authorize a Requisition for a Judicial Factor or Receiver shall, with respect to Mortgages granted before the passing of this Act, be the Amount which would be necessary for the Appointment of a Judicial Factor or Receiver with respect to such Mortgages if this Act were not passed, and with respect to Mortgages granted after the passing of this Act shall be Ten thousand Pounds.

Interest not to be paid on Calls paid up.

37. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not 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 Companies Clauses Consolidation Act, 1845."

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

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

First and subsequent General Meetings.

39. The First Ordinary Meeting of the Company shall be held within Two Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and *August* or *September* in each Year, and at such convenient Place in *Edinburgh* or *London* or elsewhere as the Company shall from Time to Time appoint.

40. At

Scale of voting.

40. At all General Meetings of the Company every Proprietor of Capital in the Company, whether in Shares or Stock, or partly in Shares and partly in Stock, (provided that such Shares or Stock be not Debenture Shares or Debenture Stock,) shall be entitled to vote according to the following Scale; (that is to say,) if he holds Five hundred Pounds of such Capital, or less, he shall have One Vote for every Fifty Pounds of such Capital; if he holds Ten thousand Pounds of such Capital, or less, he shall have an additional Vote for every Two hundred Pounds of such Capital over and above Five hundred Pounds; and if he holds more than Ten thousand Pounds of such Capital, he shall have One additional Vote for every Five hundred Pounds of such Capital over and above Ten thousand Pounds.

Number of Directors.

41. The Number of Directors shall be Sixteen, but the Company may from Time to Time reduce and increase the Number of Directors, within the Limits of Sixteen as the Maximum and Nine as the Minimum; and the Quorum of a Meeting of the Directors shall be Five.

Qualification of Directors.

42. The Qualification of a Director shall be the Possession in his own Right of Capital of the Company to the aggregate nominal Amount of One thousand Pounds.

First Directors.

43. The First Directors of the Company shall be *Richard Hodgson*, *Mark Sprot*, *Benjamin Craven*, *George Kinloch*, *James Leishman*, *Archibald Horne*, *Edmund Bowman*, *John Ronald*, *Walter Wilson*, *Thomas Donald*, *John Balfour*, Sir *William Dunbar* Baronet, *William Muir*, *William Dunlop*, *James Taylor*, and the Honourable *Thomas C. Bruce*.

Election of Directors.

44. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting held after the passing of this Act, and at that Meeting the Proprietors present, either personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or so many Directors as are required to supply the Place of those not continued in Office, the Directors appointed by this Act, if qualified, being eligible for Re-election.

Subsequent Election of Directors.

45. At the First Ordinary General Meeting to be held in every Year after the First General Meeting the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," in that Behalf contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to

to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation (*Scotland*) Act, 1845."

Tolls.

46. Subject to the Provisions herein-after contained, the Provisions of the recited Acts relating to the *Edinburgh, Perth, and Dundee* Railway Company, and *West of Fife* Railway and Harbour Company, with respect to Tolls, Rates, and Charges to be demanded on account of the Railways comprised in their respective Undertakings, are hereby repealed, and the Company, may take such Tolls, Rates, and Charges as they think fit on account of the said Railways, not exceeding those authorized to be taken on the *Border Union* Line; and the Provisions of the "*North British* Railway Consolidation Act, 1858," relating to Tolls, Rates, and Charges, and comprised in the Sixty-ninth and following Sections of the said Act to the Eightieth Section inclusive, and the Fiftieth Section of "The *Border Union* (*North British*) Railways Act, 1859," shall extend and be applicable in respect of the first-mentioned Railways as if they had been authorized by the last-mentioned Act.

Maximum Charges for certain Articles on West of Fife and Edinburgh, Perth, and Dundee Lines.

47. With respect to the Conveyance of the Animals and Things herein-after mentioned on the *Charleston* Line of the *West of Fife* Railway and Harbour Company, the *West of Fife* Line of the same Company, and on to the *Dunfermline* Branch of the *Edinburgh, Perth, and Dundee* Railway, it shall not be lawful for the Company to charge any greater Sum, including the Charges for the Use of Carriages, Waggons, and Trucks, and for locomotive Power, and all other Charges incidental to such Conveyance, than the several Sums herein-after mentioned; (that is to say,)

On the *Charleston* and *West of Fife* Lines.

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

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

On the *West of Fife* Line.

For Coals, Coke, Culm, Charcoal, and Cinders, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile Twopence.

On the *Dunfermline* Branch.

For Coke, Coal, Culm, Charcoal, Cinders, Lime, Limestone, Dung, Compost, and all Sorts of Manure, and all undressed Materials for Repair

of public Roads or Highways, Clay, Sandstone, and Ironstone, *per* Ton *per* Mile Twopence if carried on the said Branch for a Distance of Six Miles or less, and One Penny if carried on the said Branch for a greater Distance than Six Miles.

As to Waggons and Trucks on West of Fife and Edinburgh, Perth, and Dundee Lines.

48. The maximum Charges for the Conveyance of Minerals on the said *Charleston* or *West of Fife* Lines, or on the *Edinburgh, Perth, and Dundee* Railway, shall not be increased by reason of being carried in smaller Quantities than Four Tons *per* Waggon or Truck, but the Company shall not be bound to forward any Waggon or Truck containing Minerals that shall not be laden to the Extent of at least Two Thirds of the Capacity of such Waggon or Truck.

Short-Distance Charges on West of Fife Railway.

49. With respect to Traffic conveyed on the said *Charleston* or *West of Fife* Lines for a less Distance than Three Miles the Company may charge as for Three Miles, and for Traffic conveyed thereon for a greater Distance than Three Miles the Charge shall be according to the ordinary Mileage Rate for the Distance travelled.

As to Tolls for Ferries, Harbours, &c.

50. With respect to Tolls, Fares, Rates, Duties, or Charges which any of the dissolved Companies were authorized to demand or receive for or in respect of any Ferry or Ferry Right, Harbour, or other Work, not being a Railway, the Company may levy all or any such Tolls, Fares, Rates, Duties, or Charges in like Manner and with the same Remedies and Means for recovering and enforcing Payment thereof as any of the dissolved Companies might have done if this Act had not been passed; but nevertheless it shall not be lawful for the Company to make any Charge for Harbour or other Dues chargeable at the Harbour or Port of *Charleston* with respect to Coal and Lime conveyed on the said *Charleston* or *West of Fife* Lines.

Extending Time for Sale of superfluous Lands.

51. The Time limited for the Sale of superfluous Lands by each and every of the recited Acts shall be extended to Ten Years after the passing of this Act, except as regards any Lands in respect of which the Time shall have expired before the passing of this Act.

As to Acts passed in the present Session conferring Powers upon any of the dissolved Companies.

52. The Railways which the *North British* Railway Company are authorized to make by the "*North British* Railway (Branches) Act, 1862," shall form Part of the Undertaking of the Company; and all Capital in Shares or Stock which the *North British* Railway Company are or may be authorized to raise by the recited Acts passed in the present Session, or by the recited Bill now pending in Parliament, if such Bill shall be passed into a Law, may be raised by the Company, subject to the Terms and Conditions prescribed by the Act or Acts respectively authorizing the Creation of such Capital, and such Capital shall

shall form Part of the general Capital of the Company; and in all other respects all Acts passed or which may be passed in the present Session of Parliament conferring Powers upon or otherwise in any way relating to any of the dissolved Companies shall apply to the Company in like Manner as, but for the passing of this Act, they would have applied to any of the dissolved Companies.

Act not to affect Agreements between Edinburgh, Perth, and Dundee, and St. Andrew's Railway Company.

53. Nothing herein contained shall prejudicially affect any Agreements which before the Dissolution of the *Edinburgh, Perth, and Dundee* Railway Company subsisted between that Company and the *St. Andrew's* Railway Company, but all such Agreements as presently acted upon, as also the Powers and Provisions in the Acts relating to the *St. Andrew's* Railway with regard to the Working, Management, and Maintenance of the *St. Andrew's* Railway by the said dissolved Company, shall remain in full Force and Effect, and be applicable to the Company and the *St. Andrew's* Railway Company in the same Manner and as fully as they were applicable to the said last-mentioned Company and the said dissolved Company before the passing of this Act.

Act not to affect Agreement between Edinburgh and Northern Railway Company and Scottish Central Railway Company.

54. Nothing in this Act contained shall prejudicially affect an Agreement entered into between the *Edinburgh and Northern* Railway Company, now called the *Edinburgh, Perth, and Dundee* Railway Company, and the *Scottish Central* Railway Company, on the Fourteenth Day of *January* and the Third Day of *February* One thousand eight hundred and forty-seven, a Copy of which is appended in the Schedule to this Act, but such Agreement shall remain in full Force and Effect, and be applicable to the Company and the *Scottish Central* Railway Company respectively in the same Manner and as fully as it was applicable to the *Edinburgh, Perth, and Dundee* Railway Company and the *Scottish Central* Railway Company respectively before the passing of this Act.

For keeping open the Route viâ Larbert.

55. With reference to all Descriptions of Traffic sent or required to be sent *viâ Edinburgh* by the *Edinburgh and Glasgow* and *Scottish Central* Railways, be it enacted as follows:

Where the *North British* Railway between *Edinburgh* and *Berwick*, or South of *Edinburgh*, or any Portion thereof, shall, together with any Railways of the *Edinburgh and Glasgow* and *Scottish Central* Railway Companies, and with or without any other Railway, form a Route *viâ Larbert*, between any Station on the *North British* Railway South of *Edinburgh* and any Station or Town on any other Railway, or between any Stations or Towns on any other Railways, which Route is herein-after called "the *Larbert* Route," and the Company shall have agreed to quote or accept a Through Rate for Traffic (which Rate shall be then in force) between any such Stations or Towns by any Route whatever the Company shall,

shall, on the Application of any Company desiring to forward similar Traffic between the same Stations or Towns *viâ* the *Larbert* Route, be bound to quote or accept the same Through Rate for similar Traffic between those Stations or Towns *viâ* the *Larbert* Route, provided that the *Scottish Central* Railway Company, the *Edinburgh and Glasgow* Railway Company, and all other Companies, if any, (other than the Company,) owning any Railway forming Part of the Route, shall agree thereto, and to a fair Division of the Rate, to be fixed in the Manner herein-after provided:

If any Company shall desire to forward Traffic of any Description from and to any such Stations or Towns as aforesaid, and no Through Rate for the same Description of Traffic by any Route be then in force, the Company shall be bound, on the Application of the first-mentioned Company, to quote a reasonable Through Rate for such Traffic by the *Larbert* Route if all other Companies (other than the Company) owning any Part of the Route agree thereto, and to a fair Division of the Rate, to be fixed in the Manner herein-after provided:

The Amount of every such Through Rate shall be settled either by Agreement between the Companies interested in the Railways forming the *Larbert* Route for such Traffic, or in case of Difference then by Reference to Arbitration; and, unless otherwise expressly agreed or determined by Arbitration, both the first and last mentioned Through Rate, and the Receipts therefrom, shall be divided amongst the Companies over whose Lines the Traffic shall pass, in accordance with the Regulations of the Railway Clearing House for the Time being in force for "Division of Receipts," the Government Duty on Passengers, and all Terminal and Station Charges settled by Agreement, or, where not so settled, as determined by the then existing Regulations of the Railway Clearing House, being first deducted, and paid or allowed to the Company entitled thereto accordingly:

The Company shall, as far as reasonably practicable, give equal Facilities to all Companies as regards Through Booking, Through Tickets and Invoices, and Through Trains, conveniently timed and arranged so far as reasonably can be, and the passing on of Carriages and Waggons without Change and otherwise over and by the *Larbert* Route; and where any Traffic from any of the before-mentioned Stations of the Company, or from Stations beyond the Lines of the Company, is consigned by the *Larbert* Route from *Edinburgh*, the Company shall be bound to hand over with all Despatch the said Traffic to the Railway Company at *Edinburgh* by whose Route it is so consigned:

Any Company may, for the Purpose of forwarding Passenger Traffic by the *Larbert* Route, at their own Cost, employ their own Clerks to book Passengers at any of the before-mentioned Stations of the Company (such Clerks nevertheless to be under and subject to the Regulations of the Company, and to be subject to Removal by the Company in case of

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continued or wilful Breach of the same, provided that no such Regulation shall limit in any degree the full Enjoyment by such other Company of the Privileges at and in connexion with those Stations herein provided for); and for the Purpose of forwarding Goods Traffic by the *Larbert* Route any Company shall have the Right to employ at those Stations respectively (not being Passenger Stations only), subject to such Regulations of the Company as aforesaid, their own Agents, Clerks, Porters, and other Servants in and about the invoicing, collecting, and Delivery of all Goods Traffic having been or intended to be carried by such Company, and in the event of their so doing the Company shall provide thereat proper and sufficient Accommodation for the Agents, Clerks, Porters, and other Servants so employed; and the first-mentioned Company shall in respect thereof receive from the Company a Terminal Allowance out of the Terminal Charges made at those Stations respectively by the Company, the Amount of such Terminal Allowance, in case of Dispute, to be settled by Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859;" and the Company shall be bound to provide sufficient Warehouses and other Accommodation for all Goods, Mineral, and Parcel Traffic having been or intended to be carried by the *Larbert* Route:

The usual Traffic Returns to the Railway Clearing House, the making out of Invoices, and checking the Weights and Classes of Traffic, shall be done with all proper Despatch by the Company at the Station at which such Traffic shall be received, or for which it shall be destined, as the Case may be; and every reasonable Facility shall be given by the Company for checking the same, and for the speedy Transmission and Receipt at the Place of Destination of such Invoices, irrespective of the Route by which such Traffic shall be sent: Provided always, that, notwithstanding anything herein-before contained, if it shall at any Time or from Time to Time appear to the Company that the *Larbert* Route is, as compared with any other Route, an unreasonably circuitous or inconvenient Route for the Transmission of Traffic between any Stations and Towns, and the Company shall therefore object to that Route being used for such Traffic, and give Notice thereof to the Company claiming to use the same under the Provisions of this Act, it shall be referred to Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859," to determine between them whether the Route so objected to would be or is unreasonably circuitous or inconvenient; and if the Arbitrator or Umpire shall decide that such Route would be or is unreasonably circuitous or inconvenient, the Company shall not be bound to quote or accept a Through Rate, or to give such Facilities as by this Act otherwise provided for Traffic between those Stations or Towns by that Route: Provided also, that as between any Point South or East of *Edinburgh* on the one hand, and *Perth* or any Point North of the *Tay* on the other hand, the *Larbert* Route shall not be held to be an

unreasonably circuitous or inconvenient one; and if any Difference shall occur as to any other Matter arising out of or consequent on the Clauses or Enactments in this Act contained with reference to Traffic *viâ* the *Larbert* Route, every such Difference shall be referred to Arbitration in like Manner; and the Decision of the Arbitrator or Umpire, as the Case may be, in every such Reference, shall be binding and conclusive on the Parties in difference; and the Costs and Expenses of such Arbitration shall be borne and paid as such Arbitrator or Umpire shall direct:

In case the Company refuse or neglect to perform, observe, and conform to any Award or Decision under any such Arbitration, they shall forfeit and pay to such Person or Company as the Arbitrator or Umpire, as the Case may be, shall by his Award determine or name to be entitled thereto, any Sum to be fixed by such Award, but not exceeding Fifty Pounds, for every such Refusal or Neglect, and any Sum to be fixed by such Award, but not exceeding Twenty Pounds, for every Day during which such Refusal or Neglect shall continue:

In the event of any Arbitrator or Umpire deciding that the Company are not, as regards any other Company or its Traffic, duly affording the Facilities for carrying out the Provisions in this Act granted and contained with reference to Traffic *viâ* the *Larbert* Route, in accordance with the full Spirit and Intention of these Provisions respectively, the Company shall thenceforth permit the *Edinburgh and Glasgow* Railway Company and the *Scottish Central* Railway Company, or either of them, for the Purpose of carrying Traffic *viâ* the *Larbert* Route, to run with their Engines and Carriages of every Description over the *North British* Railway between *Edinburgh* and *Berwick*, or South of *Edinburgh*, or any Portion thereof, and to use the Stations, Water, Watering Places, Sidings, and all other necessary Accommodation of the Company in connexion therewith, on Payment of such Proportion of the gross Receipts (after deducting Government Duty and the usual Clearing House Station to Station or Carted Terminals) thereby earned by such other Company in respect of the Distance traversed by their Trains so running over the *North British* Railway as shall be agreed upon, or, failing Agreement, as shall be determined by Arbitration in manner aforesaid; but no Traffic other than that coming from or going to the Line of such other Company shall be carried by any such Train:

Provided always, that no Railway Company shall be entitled to avail themselves of the Privileges and Facilities by this Act granted in reference to Traffic by the *Larbert* Route between any particular Stations or Towns unless and until that Company shall have agreed to afford, and then only so long as they do afford, to the Company the like Privileges and Facilities in respect of such Traffic as the Company may be desirous of forwarding and of having carried between those Stations or Towns, and which may be required to pass over any Portion of the Railway

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of such first-mentioned Railway Company which, in connexion with the *North British* Railway, forms Part of a Route between such Stations or Towns.

Company to give Facilities to Leith and Granton Traffic of Edinburgh and Glasgow and Scottish Central Companies on certain Conditions.

56. The Company shall give all and the like Facilities (except Powers of running over and using the Railway) as are herein-before provided with respect to Traffic by the *Larbert* Route to Traffic from and to their several Stations at *Leith* and *Granton* to and from Stations upon Railways belonging to or leased or worked by the *Edinburgh and Glasgow* and *Scottish Central* Railway Companies, or either of them, or any Stations North thereof: Provided that the last-mentioned Companies, or that one of them on whose Behalf such Facilities are required, shall agree to afford and shall afford the like Facilities on the Railways so belonging to or leased or worked by them to the Traffic of the Company between the same Points.

For keeping open the Route viâ Carstairs.

57. With reference to all Descriptions of Traffic sent or required to be sent *viâ Carstairs* by the *Caledonian* Railway, be it enacted as follows:

Where any Portion of the Railways of the Company North of the *Forth* shall, together with any Railway of the *Caledonian* Railway Company, and with or without any other Railway, form a Route *viâ Carstairs* between any Station on the Railways of the Company North of the *Forth* and any Station or Town on any other Railway, or between any Stations or Towns on any other Railways, which Route is herein-after called "the *Carstairs* Route," and the Company shall have agreed to quote or accept a Through Rate for Traffic (which Rate shall be then in force) between any such Stations or Towns by any Route whatever, the Company shall, on the Application of any Company desiring to forward similar Traffic between the same Stations or Towns *viâ* the *Carstairs* Route, be bound to quote or accept the same Through Rate for similar Traffic between those Stations or Towns *viâ* the *Carstairs* Route, provided that the *Caledonian* Railway Company, and all other Companies, if any, other than the Company owning any Railway forming Part of the Route, shall agree thereto, and to a fair Division of the Rate, to be fixed in the Manner herein-after provided:

If any Company shall desire to forward Traffic of any Description from and to any such Stations or Towns as aforesaid, and no Through Rate for the same Description of Traffic by any Route be then in force, the Company shall be bound, on the Application of the first-mentioned Company, to quote a reasonable Through Rate for such Traffic by the *Carstairs* Route if all other Companies other than the Company owning any Part of the Route agree thereto, and to a fair Division of the Rate, to be fixed in the Manner herein-after provided:

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The Amount of every such Through Rate shall be settled either by Agreement between the Companies interested in the Railways forming the *Carstairs* Route for such Traffic, or in case of Difference then by Reference to Arbitration; and, unless otherwise expressly agreed or determined by Arbitration, both the first and last mentioned Through Rate, and the Receipts therefrom, shall be divided amongst the Companies over whose Lines the Traffic shall pass, in accordance with the Regulations of the Railway Clearing House for the Time being in force for "Division of Receipts," the Government Duty on Passengers, and all Terminal and Station Charges settled by Agreement, or, where not so settled, as determined by the then existing Regulations of the Railway Clearing House, being first deducted, and paid or allowed to the Company entitled thereto accordingly:

The Company shall, as far as reasonably practicable, give equal Facilities to all Companies as regards Through Booking, Through Tickets and Invoices, and Through Trains, conveniently timed and arranged so far as reasonably can be, and the passing on of Carriages and Waggons without Change and otherwise over and by the *Carstairs* Route; and where any Traffic from any of the before-mentioned Stations of the Company, or from Stations beyond the Lines of the Company, is consigned by the *Carstairs* Route from *Granton*, or any other Point of Junction of the Railways of the Company and of the *Caledonian* Railway Company, the Company shall be bound to hand over with all Despatch the said Traffic to the Railway Company by whose Route it is so consigned at *Granton*, or such other Point of Junction as aforesaid:

Any Company may, for the Purpose of forwarding Passenger Traffic by the *Carstairs* Route, at their own Cost, employ their own Clerks to book Passengers at any of the before-mentioned Stations of the Company (such Clerks nevertheless to be under and subject to the Regulations of the Company, and to be subject to Removal by the Company in case of continued or wilful Breach of the same, provided that no such Regulation shall limit in any degree the full Enjoyment by such other Company of the Privileges at and in connexion with those Stations herein provided for); and for the Purpose of forwarding Goods Traffic by the *Carstairs* Route any Company shall have the Right to employ at those Stations respectively (not being Passenger Stations only), subject to such Regulations of the Company as aforesaid, their own Agents, Clerks, Porters, and other Servants in and about the invoicing, collecting, and Delivery of all Goods Traffic having been or intended to be carried by such Company, and in the event of their so doing the Company shall provide thereat proper and sufficient Accommodation for the Agents, Clerks, Porters, and other Servants so employed; and the first-mentioned Company shall in respect thereof receive from the Company a Terminal Allowance out of the Terminal Charges made at those Stations respectively by the Company, the Amount of such Terminal Allowance, in case of Dispute, to be settled

settled by Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859;" and the Company shall be bound to provide sufficient Warehouse and other Accommodation for all Goods, Mineral, and Parcel Traffic having been or intended to be carried by the *Carstairs* Route:

The usual Traffic Returns to the Railway Clearing House, the making out of Invoices, and checking the Weights and Classes of Traffic, shall be done with all proper Despatch by the Company at the Station at which such Traffic shall be received, or for which it shall be destined, as the Case may be; and every reasonable Facility shall be given by the Company for checking the same, and for the speedy Transmission and Receipt at the Place of Destination of such Invoices, irrespective of the Route by which such Traffic shall be sent: Provided always, that, notwithstanding anything herein-before contained, if it shall at any Time or from Time to Time appear to the Company that the *Carstairs* Route is, as compared with any other Route, an unreasonably circuitous or inconvenient Route for the Transmission of Traffic between any Stations and Towns, and the Company shall therefore object to that Route being used for such Traffic, and give Notice thereof to the Company claiming to use the same under the Provisions of this Act, it shall be referred to Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859," to determine between them whether the Route so objected to would be or is unreasonably circuitous or inconvenient; and if the Arbitrator or Umpire shall decide that such Route would be or is unreasonably circuitous or inconvenient, the Company shall not be bound to quote or accept a Through Rate, or to give such Facilities as by this Act otherwise provided for Traffic between those Stations or Towns by that Route: Provided also, that as between *Granton* or such other Point of Junction of the Railways of the Company and of the *Caledonian* Railway Company as aforesaid on the one hand, and *Carlisle* or any Point South thereof on the other hand, the *Carstairs* Route shall not be held to be an unreasonably circuitous or inconvenient one; and if any Difference shall occur as to any other Matter arising out of or consequent on the Clauses or Enactments in this Act contained with reference to Traffic *viâ* the *Carstairs* Route, every such Difference shall be referred to Arbitration in like Manner; and the Decision of the Arbitrator or Umpire, as the Case may be, in every such Reference shall be binding and conclusive on the Parties in difference; and the Costs and Expenses of such Arbitration shall be borne and paid as such Arbitrator or Umpire shall direct:

In case the Company refuse or neglect to perform, observe, and conform to any Award or Decision under any such Arbitration, they shall forfeit and pay to such Person or Company as the Arbitrator or Umpire, as the Case may be, shall by his Award determine or name to be entitled thereto, any Sum to be fixed by such Award, but not exceeding

Fifty Pounds, for every such Refusal or Neglect, and any Sum to be fixed by such Award, but not exceeding Twenty Pounds, for every Day during which such Refusal or Neglect shall continue:

Provided always, that no Railway Company shall be entitled to avail themselves of the Privileges and Facilities by this Act granted in reference to Traffic by the *Carstairs* Route between any particular Stations or Towns unless and until that Company shall have agreed to afford, and then only so long as they do afford, to the Company the like Privileges and Facilities in respect of such Traffic as the Company may be desirous of forwarding and of having carried between those Stations or Towns, and which may be required to pass over any Portion of the Railway of such first-mentioned Railway Company which, in connexion with any Railway of the Company, forms Part of a Route between such Stations or Towns: Provided further, that notwithstanding any Agreement to the contrary already made, or which may hereafter be made, between the *Caledonian* Railway Company and the *Glasgow and South-western* Railway Company, the last-named Company may book at Through Rates between their System and *Edinburgh* or the North of *Scotland* by the Railways of the Company, and may carry Traffic offered to them at *Gretna* by the Company at such Rates as they may think fit.

Railways to be subject to Provisions of General Acts.

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

Reservation of Merchant Shipping Acts.

59. Nothing in this Act contained shall be deemed to exempt the Harbour of *Charleston* or the Company from the Provisions of "The Merchant Shipping Act, 1854," or "The Merchant Shipping Act Amendment Act, 1855," or of any General Act relating to Harbours, or Dues on Shipping, or on Goods carried in Ships, now in force or which shall be passed during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the Harbour Rates authorized by "The *Charleston* Railway and Harbour Act, 1859."

Expenses of Act.

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

Short Title.

61. In citing this Act for any Purpose it shall be sufficient to describe it as "The *North British, Edinburgh, Perth, and Dundee*, and *West of Fife* Railways Amalgamation Act, 1862."

SCHE-

The North British, Edinburgh, Perth, and Dundee, and West of Fife Railways Amalgamation Act, 1862.

SCHEDULE referred to in the foregoing Act.

THE Edinburgh and Northern Railway Company incorporated by Act of Parliament on the one Part, and the Scottish Central Railway Company on the other Part, considering that whereas by Act of Parliament, 1845, incorporating the said Scottish Central Railway Company, it is provided that if any Passengers, Animals, or Goods be conveyed for a less Distance than Six Miles on the said Railway the said Company shall be entitled to demand and receive Toll as for Six entire Miles; and that by an Act passed in the last Session of Parliament entitled "An Act to enable the Edinburgh and Northern Railway Company to "make a Railway from Newburgh to the Scottish Central Railway at Hilton," the said Edinburgh and Northern Railway Company are authorized to make a Deviation from their original Line of Railway, to proceed from the Royal Burgh of Newburgh so as to join the authorized Line of the Scottish Central Railway at Hilton: And whereas the Parties hereto, with a view to an equitable Adjustment of the Rates to be levied on Passengers, Animals, Goods, or Things passing to and from the said Edinburgh and Northern Railway to Perth along the Line of the said Scottish Central Railway, and by the Branch therefrom to the Harbour of Perth, irrespective of the Clause and Provision in the Scottish Central Act before quoted, entered into a Minute of Arrangement, dated the Third Day of July last, of the Tenor and to the Effect after mentioned: Therefore, in Terms and in Fulfilment of the said Minute of Arrangement, the said Parties hereto have agreed and do hereby agree as follows: First, that the Traffic passing to and from the Edinburgh and Northern Railway to Perth by the said Scottish Central Railway, and by the Branch therefrom to the Harbour of Perth, shall, in lieu of a Six Mile Rate for which under the Clause in the Scottish Central Railway Company's Act before quoted the same would have been liable to, be charged at a Four Mile Rate as a Minimum, declaring that it shall be left to the Railway Board or other Department of Government charged with the Superintendence of Railways for the Time being to decide, upon a full Consideration of all the Circumstances of the Case, whether any, and, if so, what further Rate should be paid by the said Edinburgh and Northern Railway Company. Second, that the Rates to be charged shall be the average Rates charged to other Companies or Persons on the Traffic passing between Stirling and Perth for Distances not less than Ten Miles. Third, that in case of any Difference or Dispute arising out of this Agreement, the said Parties hereto hereby agree to refer the whole Matter to the amicable Decision and final Sentence of the Lord Advocate or the Solicitor General of Scotland for the Time being. Fourth, that the Rights and Liabilities of Parties under an Act of Parliament passed in the last Session of Parliament, intituled "An Act "to enable the Scottish Central Railway Company to make certain Terminal "Branches and other Works at the City of Perth," shall remain unaffected by this Agreement. And lastly, the said Parties hereto hereby bind and oblige themselves to implement and fulfil to each other the whole Obligations and

and Conditions herein contained incumbent upon them respectively under the Penalty of Ten thousand Pounds Sterling to be paid by the Party failing to the Party observing or willing to observe the same, and that over and above Performance, and they consent to the Registration hereof, and of the Decreets interim or final to be pronounced by the said Arbiter under the Reference or Submission herein contained, in the Books of Council and Session, or others competent, therein to remain for Preservation, and that Letters of Horning on Six Days Charge, and all other Execution necessary, may pass upon a Decree to be interponed hereto in Form as effeirs, and thereto they constitute.

their Procurators, &c. In witness whereof these Presents, written upon the Face of this Sheet of duly stamped Paper by George Walter Crawford, Clerk to Sir Charles Gordon and Company, Conveyancers and Law Agents in Edinburgh, are subscribed by the Parties as follows; viz., by Laurence Oliphant of Condie, Archibald Turnbull of Bellwood, George Buchannan of Stanley, William Peddie, Writer in Perth, and Charles Graham Sidey, Lord Provost of Perth, being Five and a Quorum of the Directors of the said Scottish Central Railway Company, for and on behalf of that Company, and the Seal of the said Company affixed hereto, all at a Meeting of the Directors thereof at Perth the Fourteenth Day of January One thousand eight hundred and forty-seven Years, before these Witnesses: Archibald Reed, Writer in Perth, and Robert Dow Ker, Secretary of the said Scottish Central Railway Company, and by John Thomson, of Number Eighteen, Charlotte Square, Edinburgh, Robert Landale of Pitmedden, residing in Edinburgh, and Peter Cameron, General Carrier, Edinburgh, being Three and a Quorum of the Directors of the said Edinburgh and Northern Railway Company, for and on behalf of that Company, and the Seal of the said Company affixed hereto, all at a Meeting of the Directors thereof the Third Day of February and Year last mentioned, before these Witnesses: Francis Napier and John Steele, both Clerks in the Office of the said Edinburgh and Northern Railway Company.

Arch. Reid, Witness.
Robert D. Ker, Witness.

Seal of the Scottish Central Railway Company.

L. Oliphant.
Arch^{D} Turnbull.
Geo. Buchannan.
W^{M} Peddie.
C. G. Sidey.

Francis Napier, Witness.
John Steele, Witness.

Seal of the Edinburgh and Northern Railway Company.

John Thomson.
Rob^{T} Landale.
P. Cameron.

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