CHAPTER clv.

An Act to give to the North British Railway Company a joint interest with the Caledonian Railway Company in the Dundee and Arbroath Railway and part of the Arbroath and Forfar Railway; and for other purposes. A.D. 1879.

[21st July 1879.]

WHEREAS by the Caledonian and Scottish North-eastern Railways Amalgamation Act, 1866, (in this Act called "the Amalgamation Act, 1866,") the Scottish North-eastern Railway Company (which had been formed by the union of the Scottish Midland Junction Railway Company, the Aberdeen Railway Company, and the Dundee and Arbroath Railway Company) were amalgamated with the Caledonian Railway Company, and their undertaking was transferred to and vested in the last-mentioned Company: 29 & 30 Vict. c. ccci.

And whereas the undertaking of the Scottish North-eastern Railway Company transferred to the Caledonian Railway Company by the Amalgamation Act, 1866, included the Arbroath and Forfar Railway, which joins the Dundee and Arbroath Railway in the Arbroath Station, and by or under the Arbroath and Forfar Railway Act, 1846, and the Arbroath and Forfar Railway Act, 1848, had been leased in perpetuity to the Aberdeen Railway Company for the rent and contingent share of profits in those Acts mentioned: 9 & 10 Vict. c. lxxviii. 11 & 12 Vict. c. liv.

And whereas that part of the Dundee and Arbroath Railway at Dundee which lies between Carolina Port and Trades Lane was constructed by and is vested in the Trustees of the Harbour of Dundee under the local Act, sixth and seventh William the Fourth, chapter thirty-two, intituled "An Act for making and maintaining "a railway from the royal burgh of Dundee, in the county of "Forfar, to the royal burgh of Arbroath, in the same county;" but the Caledonian Railway Company, by acquiring the undertaking of the Dundee and Arbroath Railway Company, are entitled to use the same upon certain terms and conditions and subject to

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certain provisions enacted (section 144) in the Amalgamation Act, 1866:

And whereas it is expedient that all interest which the Caledonian Railway Company possess in the Dundee and Arbroath and Arbroath and Forfar Railways respectively between Trades Lane in Dundee and the authorised junction of the North British, Arbroath, and Montrose Railway with the Arbroath and Forfar Railway, including the branches from the Dundee and Arbroath Railway to Broughty Castle and the Carmyllie Quarries, and all interest of the North British Railway Company in the Dundee East Station and land adjoining and near thereto, and in the station at Broughty Ferry Pier, should be transferred to and vested in the Caledonian Railway Company and the North British Railway Company, in this Act called "the Company," jointly and equally, and that those companies should have equal rights and powers and be subject to equal liabilities over and with respect to the said railways between the points aforesaid as herein-after provided:

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

Short title.

1. This Act may be cited for all purposes as the North British Railway, Dundee and Arbroath Joint Line Act, 1879.

Interpretation of term "the two Companies."

2. In this Act—

The expression "the two Companies" shall mean the Company and the Caledonian Railway Company.

Interest of Caledonian Railway Company in certain lives, &c. vested in the two Companies jointly.

3. On the first day of February one thousand eight hundred and eighty (in this Act called "the vesting period") all interest of what nature or kind soever which the Caledonian Railway Company possess or enjoy or to which they are entitled, whether as owners, lessees, or otherwise, in the line of railway between Trades Lane, in Dundee, and the authorised junction with the Arbroath and Forfar Railway of the North British, Arbroath, and Montrose Railway, and the branches to Broughty Castle and the Carmyllie Quarries, and the stations at Dundee and Arbroath respectively, and all other stations upon or belonging to or connected with the said line of railway and branches respectively, and all lands, approaches, sidings, buildings, works, and conveniences upon, adjacent, or near to, or belonging to or worked or used in connexion with, the said several

stations respectively, except all lands at Arbroath which under the powers of the Caledonian Railway (Additional Powers) Act, 1878, the Caledonian Railway Company have acquired or may hereafter acquire (all which said line of railway and branches, stations, lands, approaches, sidings, buildings, works, and conveniences, except as aforesaid, are in this Act referred to and included in the expression "the joint line"), shall by force and virtue of this Act be transferred to and vested in the Caledonian Railway Company and the Company jointly and in equal proportions in manner provided by this Act.

41 & 42 Vict. c. clxxiii.

Company's interest in Dundee East Station to become joint.

4. All the interest the Company have in the Dundee East Station, and all the ground adjacent or near to the same, belonging or leased to the Company or held by them jointly with the Caledonian Railway Company, or otherwise, shall on the said first day of February one thousand eight hundred and eighty be vested in the two Companies equally, and form part of the joint line upon terms to be fixed by agreement between the two Companies, or, failing agreement by arbitration.

As to station at Broughty Pier.

5. The station of the Company at Broughty Pier, and all lands, approaches, sidings, buildings, works, and conveniences connected therewith, but not including the Ferry Pier slip or harbour or the accesses thereto, shall on the said first day of February one thousand eight hundred and eighty be vested in the two Companies equally, and form part of the joint line, upon terms to be fixed by agreement between the two Companies, or, failing agreement, by arbitration.

Consideration for transfer of joint line.

6. The consideration for the transfer of the joint line shall be as follows; (that is to say,)

(1.) From and after the vesting period the Company shall pay to the Caledonian Railway Company half-yearly, on the first day of March and first day of September in each year, a sum equal to one half of the aggregate of the following half-yearly payments for which the Caledonian Railway Company are now liable in respect of their acquisition of the Dundee and Arbroath Railway; (that is to say,) (1) one thousand six hundred and sixty-seven pounds ten shillings, being the half-yearly dividend upon eighty-three thousand three hundred and seventy-five pounds of Caledonian Railway Company four per cent. consolidated guaranteed stock, into which the Dundee and Arbroath Railway five per cent. preference stock, amounting to sixty-six thousand seven hundred pounds, has been converted under the powers of the Caledonian Railway (Additional Powers) Act, 1875; (2) ten

38 & 39 Vict. c. cxlvii.

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thousand one hundred and forty pounds, being the half-yearly dividend upon five hundred and seven thousand pounds of Caledonian Railway Company four per cent. consolidated guaranteed stock, into which the Dundee and Arbroath ordinary stock, amounting to two hundred thousand pounds, has been converted under the powers of the same Act; (3) the half-yearly contingent dividend (if and when payable by the Caledonian Railway Company, and at the rate so payable) upon two hundred and nine thousand two hundred and forty-three pounds six shillings and eightpence of Caledonian Railway Company deferred ordinary stock, No. 1, allotted under the powers of the same Act to the holders of Dundee and Arbroath ordinary stock; (4) the half-yearly interest at the rate of five per centum per annum on the sum of eighty-one thousand six hundred and nineteen pounds six shillings and sixpence, being the amount of mortgage and other debts affecting the Dundee and Arbroath Railway, and undertaken by the Caledonian Railway Company subject to deduction from that amount of such sum as shall be fixed by agreement between the two Companies or determined by arbitration to have been the value of the rolling stock in use on the Dundee and Arbroath Railway at the time when that railway and rolling stock were acquired by the Scottish North-eastern Railway Company; and (5) a proportion of the rent (including the commuted amount of contingent profits) payable by the Caledonian Railway Company for the Arbroath and Forfar Railway, corresponding to the portion of that railway by this Act transferred to the two Companies, as such proportion shall be fixed by agreement between those companies or determined by arbitration, and in the event of any sum payable by the Company to the Caledonian Railway Company under the provisions of this section not being paid upon the day on which the same is payable as aforesaid, the Company shall pay interest thereon to the Caledonian Railway Company at the rate of five per cent. per annum from such day until payment thereof:

(2.) On the vesting period, or as soon thereafter as the amount shall be fixed or determined as herein-after provided, the Company shall pay to the Caledonian Railway Company a capital sum equal to one half of the value of the joint line by this Act transferred to the two Companies, subject to the half-yearly payments herein-before stipulated, pro-

vided that such sum shall in no case be less than one half of the principal sums expended on capital account on the joint line by the Aberdeen Railway Company, the Scottish North-eastern Railway Company, and the Caledonian Railway Company respectively, or any of them, previously to such payment, as the amount of such value shall be fixed by agreement between the two Companies or determined by arbitration, and the Company shall also pay interest to the Caledonian Railway Company on the said capital sum at the rate of five per cent. per annum from the vesting period till paid.

Power of the two Companies *in* respect of the joint line.

7. In respect of their interest in the joint line, but subject to the provisions of this Act, each of the two Companies shall have equal powers the one with the other upon and over the same, whether with respect to maintenance, management, and control, or levying tolls, rates, and charges, and otherwise, and each of the two Companies may, subject as aforesaid, and notwithstanding any restriction in any of their Acts to the contrary, work over and use the joint line as their own proper railway for the purposes of local traffic from any station on the joint line to any other station on the joint line, or for the purposes of through traffic to or from any station on or beyond their respective lines from or to any station on or beyond and viâ the joint line, and no advantage shall be given to either company to the prejudice of the other.

Appointment, powers, duties, &c. of joint committee.

8. The two Companies shall appoint a joint committee for the purposes of this Act, who shall be called the Dundee and Arbroath Joint Line Committee, and that committee shall be appointed, and when appointed shall act in accordance with and subject to the following regulations; (that is to say,)

(1.) The directors of each of the two Companies shall, within two weeks after the vesting period, or within two weeks after the passing of this Act, whichever shall last happen, separately elect and appoint three members from their respective boards to be the joint committee:

(2.) When and so often as any member of the joint committee for the time being shall die, or shall resign, or shall be removed as herein-after provided, or shall cease to be a director of the Company on whose behalf he shall have been elected on such committee, the directors of that Company may elect some other person from their own board in his room and place, and shall give intimation thereof in writing to the joint commiteee or their secre-

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tary: Provided always, that any member of the joint committee who shall cease to be a director as before mentioned may nevertheless continue to be a member of the joint committee, for such period not exceeding one month after he shall so cease to be a director as may elapse between such event and the appointment of some other person to be a member of the joint committee as aforesaid:

(3.) Each board may at any time remove any member of the joint committee appointed by such board, and shall give intimation thereof in writing to the joint committee or their secretary:

(4.) Any member of the joint committee giving previous notice in writing thereof to the joint committee or their secretary, and also to the board by which he was appointed, may at any time resign his office as a member of the joint committee:

(5.) If at any time there are not six members of the joint committee the members from time to time thereof, though fewer than six, shall notwithstanding be entitled to exercise all the powers of the joint committee:

(6.) The joint committee shall be subject to all such regulations as are from time to time agreed on by the two Companies: Provided always, that, subject to the regulations so from time to time made, the joint committee shall be regulated by their own standing orders from time to time in force:

(7.) The joint committee shall and may have, exercise, and enjoy such of the rights, powers, authorities, privileges, and immunities as might from time to time under the provisions of this Act be had, exercised, and enjoyed by the two Companies, and as are by this Act or as may be by the two Companies from time to time conferred on them;

(8.) The joint committee from time to time may appoint and remove a secretary and treasurer for themselves, and may appoint and remove the officers and servants from time to time employed on and with respect to the joint line, except only the officers and servants from time to time employed by the two Companies or either of them in the actual conveyance of passengers, animals, and things, or the management of carriages, locomotive engines, or other power:

At their first meeting the joint committee shall, from the members appointed by the Caledonian Railway Company, elect a chairman, to be called the chairman for the

year, who, unless he resigns or ceases from any cause to be a member of the joint committee, shall continue chairman till the first meeting of the joint committee in the year one thousand eight hundred and eighty-one, when a chairman for the year shall be appointed from the members of the joint committee appointed by the Company, and thenceforth at their first meeting in every year a chairman for the year shall be appointed, who shall be alternately a member of the joint committee appointed by the Caledonian Railway Company and a member of the joint committee appointed by the Company. And whenever in any year the chairman for the year shall die, or resign, or in any way cease to be a member of the joint committee, another chairman for the year shall be elected from the members appointed by the same company, and so from time to time, but no chairman so elected shall continue in office longer than the chairman elected at the first meeting of the joint committee in the same year would have continued in office :

(9.) At all meetings of the joint committee, when the chairman for the year is not present, a chairman shall first be appointed; and at all meetings of the joint committee the representatives of each of the two Companies shall only have one vote amongst them, and the chairman shall not have a casting vote:

(10.) At all meetings of the joint committee three members shall be a quorum: Provided always, that such three members shall not be the members appointed by one of the boards, except in cases where, through the default of the other board, there is not then any member of the joint committee appointed by the defaulting board, and except also in cases where all the members or the member (if only one) in office then appointed by one of the boards shall make default in attendance at two successive meetings of the joint committee, there having been left with the secretary of that board at least six days notice in writing from the other board requiring the attendance of the defaulting members or member at one at least of the two successive meetings, in which cases respectively three members appointed by one of the boards shall form a quorum:

(11.) The joint committee shall at their first meeting, and thereafter annually in the month of December, nominate

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a standing arbitrator, to whom shall be referred all such differences and disputes as may arise in the joint committee during the next ensuing year:

(12.) If and whenever the joint committee fail to elect a standing arbitrator as above provided the Board of Trade, on the application of either of the two Companies, may, after such notice to those companies as the Board of Trade think fit, appoint any person whom the Board of Trade think fit to act as the standing arbitrator for so long a time as the Board of Trade think fit, not exceeding the period during which he would have been in office if appointed by the joint committee:

(13.) Any standing arbitrator, whether appointed by the joint committee or the Board of Trade, may be at any time removed from his office by the joint committee by a resolution certified under the hand of their secretary:

(14.) If any standing arbitrator shall be so removed, or shall die or resign, or decline to act or become incapable of acting, or go abroad to reside, the joint committee may appoint another standing arbitrator in his stead, and if for one month after the vacancy they fail to do so the Board of Trade may, on the application of either of the two Companies, appoint any person whom the Board of Trade think fit to act in the stead of the standing arbitrator by whom the vacancy has been caused:

(15.) Any standing arbitrator appointed by the joint committee otherwise than in the month of December shall not remain in office longer than he would have remained in office if he had been appointed in that month:

(16.) The powers and authorities of the standing arbitrator shall extend only to his attending at any meeting of the joint committee at which he may have been requested by any members or member of the joint committee to attend, and his taking part in all discussions thereat, and his giving a casting vote on every matter on which the votes of the members of the joint committee are divided, and his having all such access to and inspection and transcription of the minutes, accounts, books, writings, and papers of the joint committee, and all such assistance by the secretary, clerks, and other officers of the joint committee, and all such other facilities for the performance of his duties as he thinks requisite:

(17.) The joint committee and the Board of Trade respectively

appointing a standing arbitrator may appoint for him such salary or remuneration as they respectively think reasonable, but he shall not hold any other office or derive any other emolument directly or indirectly from the two Companies or either of them:

(18.) The joint committee shall keep books of account of all their receipts, credits, payments, and liabilities, and also books in which shall be entered minutes of all their proceedings:

(19.) The directors, manager, secretary, and accountant of each of the two Companies may at all reasonable time inspect the account books, minute books, and all other books, accounts, minutes, papers, and writings in the possession or custody of the joint committee, and take copies of and extracts from the same as the directors, managers, secretaries, and accountants respectively think fit:

(20.) All actions, suits, indictments, and other proceedings at law or in equity or otherwise in relation to the joint line which might be brought and prosecuted by or against either of the two Companies if that company were sole owner of the joint line may be brought and prosecuted by or against the two Companies jointly, or either of them separately:

(21.) If any action, suit, indictment, or other proceeding at law or in equity shall be brought or prosecuted against the two Companies jointly for any act or default in relation to the joint line committed or incurred wholly or for the greater part by one of the two Companies, the other Company shall be entitled to sue the Company by which such act or default shall have been so committed or incurred in any court of competent jurisdiction for recovery of the whole or a fair proportion of any damages, penalties, costs, or other payments to which the two Companies jointly shall have been adjudged or become liable by reason of any such action, suit, indictment, or other proceeding:

(22.) If any action, suit, indictment, or other proceeding at law or in equity shall be brought or prosecuted against either of the two Companies separately for any act or default in relation to the joint line committed or incurred wholly or in part by the two Companies jointly or wholly by the other Company, the Company against which such action, suit, indictment, or other proceeding at law or in equity shall have been brought or prosecuted shall be entitled to

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sue the other Company in any court of competent jurisdiction for recovery of the whole or a fair proportion of any damages, penalties, costs, or other payments to which the Company so sued or prosecuted shall have been adjudged or become liable by reason of any such action, suit, indictment, or other proceeding:

(23.) As between the two Companies all expenses and liabilities from time to time or at any time incurred for or by reason or in respect of or in connexion with any act or default of either Company in relation to the joint line or any part thereof, or the use thereof or of any part thereof, or the receipt, delivery, conveyance, or transmission of or any contract to convey, transmit, receive, or deliver any passengers, animals, goods, wares, merchandise, articles, matters, or things over or to or from the joint line or any part thereof shall be borne exclusively by that company whose act or default may have caused any such expense or liability, even though the same may be recoverable from both of the two Companies by the party complaining of such act or default:

(24.) The joint committee shall draw the whole receipts from local traffic as herein-after defined worked in the trains of the two Companies, or either of them, or in the trains employed by the joint committee, and the proportion of through rates and fares effeiring to the joint line in respect of through traffic, and the tolls payable by third parties for or in respect of the use of the joint line, and shall pay the expenses of the joint committee, including the salary and expenses of the arbitrator, all rents, feu duties, passenger duty, rates, and taxes, and other annual burdens affecting the joint line, the salaries and wages of all officers and servants employed by the joint committee, and all other expenses incurred by them in connexion with the working of the traffic, and the whole expenses of maintenance and renewal of the joint line:

The whole receipts drawn by the joint committee, after deduction of the payments specified in this sub-section, shall be divided between, or the amount of such payments in excess of such receipts (if any) shall be borne and paid by, the two Companies in equal proportions:

(25.) If and whenever either of the two Companies fails to pay to the joint committee on demand any sum so payable by

such company, the amount in arrear shall, while in arrear, bear interest at the rate of five pounds per centum per annum:

(26.) The two Companies respectively shall work the local traffic as herein-after defined with all or so many of their through trains as stop at stations from or to which such traffic falls to be conveyed, and shall be paid for such working fifteen per centum of the gross receipts arising from such local traffic, and the joint committee may require the two Companies respectively to run such additional trains as the joint committee may consider necessary for the accommodation of the local traffic upon such terms as shall be fixed by the joint committee:

(27.) Subject to the provisions of this Act, and to the control and management from time to time of the joint committee in accordance with this Act, each of the two Companies shall, as regards the joint line, have full power to fix for the whole distance the rates and fares for and to run over and use the joint line and stations, watering-places, works, and other conveniences thereof, with all through traffic passing or intended to pass to or from any place on or beyond their respective lines from or to any place on or beyond and viâ the joint line, including stations at Dundee and Arbroath beyond the joint line, and the joint committee shall in full of all tolls, rates, or other charges whatever (except terminals) exigible for such traffic in respect of the joint line receive out of such through rates and fares, deduction being first made of the proportion thereof that may be due to any other company or companies parties to such through rates or fares, the Government duty on passengers, and the usual Clearing House terminals, and terminals on coals and other traffic not regulated by the Clearing House, which terminals shall be paid to the company or party entitled to the same, a mileage proportion of the balance of such through rates and fares corresponding to the distance which such traffic shall pass over the joint line, less twenty-five per centum of such mileage proportion for working expenses to be paid to or retained by the company carrying such traffic: Provided always, that the proportion of such through fares, rates, and charges effeiring to the joint committee shall in no case be less per mile for the distance such traffic shall be carried over the joint line than the following, viz.:

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	Pence.	Decimal parts of penny.
Passengers by ordinary or express trains, first class, each per mile - - - -	1	·25
Passengers by ordinary or express trains, second class, each per mile - - -	0	·91
Passengers by ordinary or express trains, third class and parliamentary, each per mile -	0	·60
Passengers by excursion trains, first class, for single journey, each per mile - -	0	·54
Passengers by excursion trains in covered carriages, single journey, each per mile -	0	·27
Passengers with tourists tickets, first class, single journey, each per mile - -	1	·02
Passengers with tourists tickets, second class, single journey, each per mile - -	0	·73
Passengers with tourists tickets, third class, single journey, each per mile - -	0	·37
Parcels, each per mile - - -	0	·05
Fish, per ton per mile - - -	1	·60
Horses, if only one, per mile - - -	1	·93
Horses, if two, per mile - - -	2	·89
Ditto, if three, per mile - - -	3	·85
Carriages, each per mile - - -	2	·03
Dogs, each per mile - - - -	0	·19
Goods, average rate per ton per mile - -	0	·80
Minerals, average rate per ton per mile -	0	·60
Live stock, per truck per mile - -	3	·00

Subject as aforesaid to deduction at the rate of twenty-five per centum for working expenses, and provided also that with respect to terminals on coals, and other traffic not regulated by the Railway Clearing House, these shall be such as may be agreed on, or, failing agreement, as may be fixed by arbitration as herein-after provided:

(28.) For the purposes of this Act the expression "local traffic" shall mean traffic of all kinds arising and terminating on the joint line itself, or at any station, line of railway, or siding whatsoever at Dundee or at Arbroath, and the expression "through traffic" shall mean traffic of all kinds passing over the joint line or any part thereof other than that above defined as local traffic:

Except as herein-after mentioned, all traffic arising or terminating at any station whatsoever or on any lines of

railway or sidings at Dundee on the one hand, and passing viâ the joint line to or from places thereon, or to or from places on or beyond the North British, Arbroath, and Montrose Railway, or to or from any station on or beyond the Caledonian Railway north of Dundee, on the other hand, shall, as respects the distance passed over on the joint line, be held and treated as traffic of the joint line, and all terminal or station charges accruing from such traffic at Dundee shall be accounted for solely to the joint committee:

The Caledonian Railway Company shall have right, without any charge by or payment to the joint committee, to run over and use with their engines, carriages, and servants the portion of the Arbroath and Forfar Railway by this Act vested in the Company and the Caledonian Railway Company jointly for traffic of all descriptions arising or terminating at Arbroath and passing over and beyond the said portion of railway, and to use for the purposes of such traffic the stations at Arbroath vested in the said companies as freely as the joint committee may do, and both companies respectively may place their own servants in those stations for booking, invoicing, forwarding, and receiving traffic: Provided always, that in estimating the amount of the consideration to be paid to the Caledonian Railway Company for the said portion of the Arbroath and Forfar Railway, the arbitrator shall take into account the rights hereby respectively conferred on both companies in respect of the said stations and on the Caledonian Railway Company in respect of the said portion of the Arbroath and Forfar Railway:

The Company shall not use any station on the North British, Arbroath, and Montrose Railway at or near Arbroath, for the purpose of any traffic arising at Dundee or places to the south thereof and terminating at Arbroath or vice versâ, or arising at any station intermediate between Dundee and Arbroath and terminating at Arbroath or vice versâ:

Notwithstanding anything in this Act contained, the restrictions upon the conveyance of certain traffic contained in section thirty-four of the North British, Arbroath, and Montrose Railway Act, 1871, in connexion with the railways by that Act authorised shall remain in full force: 34 & 35 Vict. c. cxxiii.

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(29.) Except where otherwise expressly provided, the joint committee may settle and determine and from time to time alter and vary the tolls, rates, and charges to be demanded and taken for the use of the joint line: Provided always, that the tolls, rates, and charges so to be demanded and taken shall be charged equally in respect of the same description of articles, matters, and things under the same circumstances, and shall in no case exceed the amount of tolls, rates, and charges authorised by Parliament:

(30.) The joint committee shall, at the end of every half year after the vesting period, or as soon afterwards as practicable, ascertain the total amount of receipts earned by each of the two companies in respect of the joint line in the half year then ended, and shall determine the proportion which the amount so earned by the one of the two Companies bears to the amount so earned by the other of the two Companies, and shall by writing make known to each company the result of their inquiry and determination, which shall be conclusive on both parties:

(31.) All moneys which, at any time after the vesting period, the joint committee may expend upon capital account for new works in connexion with the joint line, in accordance with any of the Acts relating thereto, shall be borne and paid by the two Companies in equal proportions.

As to mode of arbitration.

9. All questions or differences between the two Companies which are by this Act appointed to be settled by arbitration (other than such as are referred to the standing arbitrator) shall be settled by arbitration in the manner provided by the Railway Companies Arbitration Act, 1859, as if the companies differing had referred the same to arbitration in accordance with that Act, and such matters, or any of them, may, if the two Companies think fit, be referred to the same arbitrator or arbitrators at the same time.

22 & 23 Vict. c. 59.

Act not to prejudice existing liens.

10. Nothing in this Act contained shall prejudice any lien or security which the holders of the Caledonian Railway Company four per cent. consolidated guaranteed stock (into which the Dundee and Arbroath Railway five per cent. preference stock and the Dundee and Arbroath ordinary stock have been converted) have for the payment of the dividends upon such stock, or shall prejudice the rights of any holders of mortgages or debenture stock of or charged upon the joint line or any part thereof.

Powers to the two Companies to

11. The two Companies may make and carry into effect agreements with respect to all or any of the purposes of this Act or for

giving effect thereto, and with respect to the use of the joint line, and the conduct and management of the traffic thereon, and with respect to the tolls, rates, and charges to be levied upon and in respect thereof. make agreements.

12. All payments made and costs, charges, and expenses incurred by the two Companies jointly, or by either of them separately, in ascertaining and determining the amount of the capital and other sums to be paid by either of the two Companies to the other under the provisions of this Act, shall be borne in the same manner as is provided by section 32 of the Lands Clauses Consolidation (Scotland) Act, 1845, and all other payments made and costs, charges, and expenses incurred by the two Companies jointly, or by either of them separately, in carrying into effect the objects and purposes of this Act, or any of them, or otherwise in relation thereto, shall, unless otherwise expressly provided by this Act, be borne and paid by the two Companies in equal proportions, and each of the two Companies shall be entitled to recover in any court of competent jurisdiction from the other company any sum of money which they may have paid in excess of the amount for which they are liable under the provisions of this section. Payments by the two Companies to be in equal proportions. 8 & 9 Vict. c. 19.

13. The Company shall not exercise the facilities or running powers conferred by the Amalgamation Act, 1866, for the conveyance of any traffic to or from Arbroath over any part of the Arbroath and Forfar Railway which does not form part of the joint line. Facilities not to be exercised with respect to certain traffic.

14. Nothing in this Act contained shall confer on the two Companies or either of them or the Dundee and Arbroath Joint Line Committee any use of the portion of the Dundee and Arbroath Railway at Dundee lying between Carolina Port and Trades Lane, belonging to the Trustees of the Harbour of Dundee, or of the portion of railway between Trades Lane and the east wall of Victoria Dock referred to in the Dundee and Arbroath Railway (Dundee Station) Act, 1851, greater or other than was competent to the Caledonian Railway Company before the passing of this Act, and such use shall only be exercised and enjoyed by the two Companies or either of them or the joint line committee subject to such rules and regulations as have been or may from time to time be made, and to payment of such rates and duties as have been or may from time to time be agreed on or fixed in terms of the provisions on the subject contained in the Act 6 and 7 William IV., cap. 32, the Dundee and Arbroath Railway (Dundee Station) Act, 1851, and the Amalgamation Act, 1866. Saving rights of the Dundee Harbour Trustees. 14 & 15 Vict. c. lxiii. 14 & 15 Vict. c. lxiii.

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Saving rights of East Coast Companies and East Coast traffic. 28 & 29 Vict. c. cccviii.

15. Nothing in this Act contained shall prejudice or affect any of the facilities, rights, powers, privileges, or provisions by the Amalgamation Act, 1866, and by the North British and Edinburgh and Glasgow Railway Companies Amalgamation Act, 1865, respectively conferred upon the Great Northern and North-eastern Railway Companies (in that Act called "the East Coast Companies") or either of them, or granted, secured, and provided as regards East Coast traffic as defined in that Act, and notwithstanding anything in this Act contained on and after the vesting period those facilities, rights, powers, privileges, and provisions shall apply to the joint line as fully and effectually in all respects as they now do or would have applied to the same line if this Act had not been passed, and shall also apply to the two Companies and each of them and the Dundee and Arbroath Joint Line Committee in respect of the joint line, and the two Companies and each of them and the joint committee respectively shall be subject to and fulfil all the obligations by the Amalgamation Act, 1866, imposed upon the Caledonian Railway Company, and by the North British and Edinburgh and Glasgow Railway Companies Amalgamation Act, 1865, imposed upon the Company in reference to and as regards the East Coast Companies or either of them and East Coast traffic over and with relation to the joint line.

Saving rights of certain companies.

16. Nothing in this Act contained shall be held or construed to repeal, alter, prejudice, or affect the provisions contained in the 60th and following sections of the Amalgamation Act, 1866, to the 72nd section inclusive, enacted on behalf of the Glasgow and South-western Railway Company, or the provisions contained in the 73rd and following sections of the same Act to the 85th section inclusive enacted on behalf of the London and North-western Railway Company, or the provisions contained in the 86th and following sections of the same Act to the 98th section inclusive enacted on behalf of the Midland Railway Company, or the provisions contained in the 113th section of the same Act enacted on behalf of (amongst others) the said three companies, save only that on and from the vesting period those sections shall be read and construed as applicable to the two Companies and to the joint committee respectively, instead of to the Caledonian Railway Company only, and the two Companies and each of them and the joint committee respectively shall be subject to and fulfil all the obligations by those sections imposed upon the Caledonian Railway Company as if they had been actually named in those sections instead of the Caledonian Railway Company.

The Company may apply sur-

17. The Company may from time to time apply to any of the purposes of this Act any moneys belonging to them, and any moneys

from time to time raised by them and which are not by any of the Acts relating to the Company made applicable to any special purpose, or which being so made applicable are not required for the special purpose.

plus funds to purposes of the Act.

18. Nothing herein contained shall be deemed or construed to exempt the joint line from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels.

Joint line not exempt from provisions of present or future general Railway Acts.

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

Expenses of Act.

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