



ANNO PRIMO & SECUNDO

# VICTORIÆ REGINÆ.

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## *Cap. lviii.*

An Act for making a Railway from *Edinburgh* to *Glasgow*, to be called “The *Edinburgh* and *Glasgow* Railway,” with a Branch to *Falkirk*.

[4th July 1838.]

**W**HEREAS the making a Railway from *Edinburgh* to *Glasgow*, with a Branch therefrom to *Falkirk*, would be a great public Advantage, by opening an additional, certain, and expeditious Means of Communication between the said Cities, and with the Town aforesaid and the intermediate and adjacent Places, and also by facilitating the Communication between more distant Towns and Places: And whereas the several Persons herein-after named are willing, at their own Expence, to carry into execution the before-mentioned Undertaking; but the same 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 Parliament assembled, and by the Authority of the same, That *William Connall, James Auchenleck Cheyne, Thomas Dunlop Douglas, Thomas Duncan, Thomas Edington, John Fleming, Henry Grazebrook, Eagle Henderson, John Leadbetter, John Learmonth, William M’Laren, Alexander M’Neil, Sutherland M’Kenzie, John M’Kean, Theodore Woolmer Rathbone, James Richardson, John Sligo, Archibald Smith,*

Proprietors  
incorporated.

[Local.]

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*Erskine*

*Erskine Douglas Sandford, Charles Tennant, George Warden, John Wilson, William White*, and all other Persons and Corporations who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the said Railway and Branch Railway, and other Works by this Act authorized, and for other the Purposes herein declared, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The *Edinburgh and Glasgow Railway Company*," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase, hold, and sell Lands for the Use and Benefit of the said Undertaking, without incurring any Penalties or Forfeitures, and shall have and exercise all other Powers and Authorities which are herein-after given or mentioned.

Rules for Interpretation of this Act.

II. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number only, such Word shall extend and be applied to several Persons or Things as well as One Person or Thing; and where any Word importing the Plural Number shall be used, the same shall extend and be applied to One Person or Thing as well as several Persons or Things; and where any Word shall be used importing the Masculine Gender only, such Word shall be understood to include Females as well as Males; and where the Word "Lands" shall be used, the same shall be understood to include Tenements, Buildings, and all Heritages whatsoever; and where the Word "Corporation" shall be used, the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and where the Word "Sheriff" is used, the same shall be understood to include Sheriff Substitute; and where the Word "Month" is used, the same shall be understood to mean Calendar Month; and where the Word "Railway" is used, the same shall be understood to include the Branch Railway, Yards, Stations, Wharfs, and other Works hereby authorized to be made; and where the Word "Company" shall be used, the same shall be understood to mean the "*Edinburgh and Glasgow Railway Company*"; and when the Words "Chartered Banks" shall be used, the same shall be understood to mean the Royal Bank of *Scotland*, the Bank of *Scotland*, the *British Linen Company*, the Commercial Bank of *Scotland*, and the National Bank of *Scotland*; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Company empowered to make Railway.

III. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain the Railway and Branch Railway herein-after mentioned, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands delineated on the Plans and described in the Books of Reference deposited with the respective Sheriff Clerks of the Counties of *Edinburgh, Linlithgow, Stirling, Dumbarton, and Lanark*; (that is to say,) commencing

commencing at or near the Hay-Market, in the Parishes of *Saint Cuthbert's* and *Saint George's*, or one of them, in the City and County of *Edinburgh*, and terminating at or near the North End of *North Queen Street* in the Parish of *Saint George's* in the City of *Glasgow* in the County of *Lanark*, passing from, in, through, and into the several Parishes, Towns, Burghs, and Places following; (*videlicet*,) the City of *Edinburgh*, the Parishes of *Saint George's* in *Edinburgh*, and *Saint Cuthbert's*, *Corstorphine*, *Currie*, and *Ratho*, or some of them, all in the County of *Edinburgh*; the Parish of *Kirkliston*, in the Counties of *Edinburgh* and *Linlithgow*, or one of them; the Parishes of *Uphall*, *Dalmeny*, and *Abercorn*, and the Parish and Burgh of *Linlithgow*, or some of them, in the County of *Linlithgow*; the Parishes of *Muiravonside* and *Polmont*, the Parish and Burgh of *Falkirk*, and the Parish of *Denny*, or some of them, in the County of *Stirling*; the Parish of *Cumbernauld* in the Counties of *Stirling* and *Dumbarton*, or one of them; the Parish of *Kirkintilloch* in the County of *Dumbarton*; the Parishes of *Chryston*, *Cadder* otherwise *Calder*, *Barony* Parish *Glasgow*, *Maryhill* Parish *Glasgow*, *Inner High Church* Parish *Glasgow*, *Ramshorn* otherwise *Saint David's* Parish *Glasgow*, *Saint George's* Parish *Glasgow*, and the City of *Glasgow*, or some of them, in the County of *Lanark*; and the said Branch Railway commencing at or near to the House on the North Bank of the *Edinburgh* and *Glasgow* Union Canal, and near to the West End of the Tunnel on the said Canal, in the Parish of *Falkirk* and County of *Stirling*, and passing in and through the said Parish and Burgh of *Falkirk*, and terminating in or near to a certain Field or Garden near to the United Secession Church in the same Parish of *Falkirk*, all in the said County of *Stirling*.

IV. And be it further enacted, That it shall be lawful for the said Company to contract and agree with any Persons for making, executing, building, and completing the said Railway and Works, and for providing proper Materials for all or any Part of the same, or for doing any of the Works hereby authorized to be done and performed; and all Contracts and Agreements made and entered into by and between the said Company and any other Person whomsoever, relating to any Act, Matter, or Thing to be done or performed in the Execution of any of the Powers of this Act, shall be reduced into Writing, and signed and sealed by the Parties thereto, and shall specify the Work to be done, the Prices to be paid, the Term in which the same shall be completed, the Quality of the Materials to be used, and the Penalties for Nonperformance thereof, and such other Things as the said Company shall think proper; and the said Company may take such Security for the Performance of such Contract as to them shall seem necessary; and which said Contracts so entered into shall be binding upon the respective Parties thereto: Provided always, that it shall be lawful for the said Company, from Time to Time as they shall think fit, to compound and agree with any Person on account of any Breach or Nonperformance of any such Contract, for such Sum of Money as they shall think fit, or to remit any Penalties on account thereof.

Company may contract for the Works.

V. And

Materials  
vested in the  
Company.

V. And be it further enacted, That all the Works, Erections, and Buildings to be executed, made, or erected by virtue of this Act, and all the Stones, Bricks, Timber, Iron, and other Materials, and all Implements to be purchased for any Works to be executed, done, or performed by virtue or for any of the Purposes of this Act, shall belong to and be the Property of and the same are hereby vested in the said Company, and it shall be lawful for them to bring or cause to be brought any Action, or to direct the preferring of any Bill of Indictment (as the Case may require) against any Person who shall steal, take, or carry away any such Stones, Bricks, Timber, Iron, or other Materials or Implements, or shall spoil, injure, deface, or destroy any of the Works, Erections, or Buildings to be done, executed, or erected by virtue of this Act; and in all such Actions and Bills of Indictment it shall be and be deemed and taken to be sufficient to state generally that the Article or Thing, or that the Works, Erections, or Buildings, for or on account of which such Action shall be brought or Bill of Indictment preferred, is or are the Property of the *Edinburgh* and *Glasgow* Railway Company.

Plans and  
Books of Re-  
ference to  
remain in  
Custody of  
Sheriff  
Clerks.

VI. And whereas Maps or Plans, describing the centre Line of the said the Railway, and the Lands upon, through, over, or under which the same is intended to be carried or made, together with Books of Reference thereto, containing Lists of the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, have been deposited with the respective Sheriff Clerks of the Counties of *Edinburgh*, *Linlithgow*, *Stirling*, *Dumbarton*, and *Lanark*; be it therefore enacted, That the said Maps or Plans and Books of Reference so deposited shall remain with and be kept by the said Sheriff Clerks, and all Persons interested in any Manner in such Lands shall have Liberty, at all reasonable Times, to inspect and to make Extracts from or Copies of the said Maps or Plans and Books of Reference, paying to the Sheriff Clerk in whose Custody the Map or Plan or Book of Reference so inspected or referred to may be for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, certified by the said Sheriff Clerks or any One of them, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Uninten-  
tional Errors  
in Act, or  
Plans or  
Books of Re-  
ference, not  
to prevent  
Execution of  
Act.

VII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course, and upon, across, under, or over the Lands delineated on the said Maps or Plans, although such Lands, or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the said Books of Reference, or in the Schedule to this Act annexed, if it shall appear to any Two or more Justices of the Peace, or to the Sheriff of the County wherein the Matter in question shall arise (in case of Dispute about the same), and be certified by Writing under the  
Hands

Hands of either of them, that such Omission, Mis-statement, or erroneous Description appears to them to have proceeded from Mistake; and the Certificate of the said Justices or of the said Sheriff shall be deposited with and remain in the Custody of the Clerk of the Peace or of the Sheriff Clerk respectively of the County in which such Matter shall arise.

VIII. And be it further enacted, That the said Company in making the said Railway and Works shall have full Power and Authority to deviate from the Line delineated on the Maps or Plans so deposited with the several Sheriff Clerks as herein-before mentioned: Provided always, that no such Deviation shall take place after Two Years from the passing of this Act, unless the same shall be set out and marked by Stakes or Poles within that Period; and where any Line shall be so set out at the Expiration of the said Period of Two Years deviating from the Line delineated on the said Maps or Plans, the Line so set out shall be the Line to be adopted, without further Deviation therefrom, unless with such Consent as after mentioned; and no such Deviation as herein-before authorized shall extend to a greater Distance than One hundred Yards, and that in passing through any City or Town no such Deviation shall extend to a greater Distance than Ten Yards from the Line so delineated upon the said Plan; nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference, unless with the Consent of the Person whose Lands may be affected by such Deviation, or unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference: Provided always, that nothing herein contained shall enable the said Company in making the said Railway to deviate from the Line laid down on the Plans so deposited as aforesaid in such a Manner as to bring the same into the several Lands herein-after specifically mentioned without the Consent of the several Proprietors of such Lands respectively; (that is to say,) the several Lands numbered  $\frac{5}{1}$ ,  $\frac{5}{2}$ , 15, 24,  $\frac{24}{1}$ ,  $\frac{24}{2}$ ,  $\frac{24}{3}$ ,  $\frac{24}{4}$ , 28, 29, and 30, in the Parish of *Saint Cuthbert's, Edinburgh*; the several Lands numbered 8, 9, and 10, in the said Parish of *Corstorphine* in the County of *Edinburgh*; the several Lands numbered  $\frac{5}{1}$ ,  $\frac{5}{2}$ , in the said Parish of *Ratho* in the same County; the several Lands numbered  $\frac{25}{1}$ ,  $\frac{25}{2}$ ,  $\frac{26}{1}$ ,  $\frac{30}{1}$ ,  $\frac{30}{2}$ , and  $\frac{30}{3}$ , in the said Parish of *Kirkliston* in the Counties of *Edinburgh* and *Linlithgow*, or one of them; the several Lands numbered 3, 4, and 5, in the said Parish of *Dalmeny* in the County of *Linlithgow*; the several Lands numbered  $\frac{33}{1}$ ,  $\frac{33}{2}$ ,  $\frac{33}{3}$ ,  $\frac{35}{1}$ ,  $\frac{35}{2}$ ,  $\frac{35}{3}$ ,  $\frac{40}{1}$ , and 53, in the said Parish of *Abercorn* in the same County; the several Lands numbered  $\frac{2}{1}$ ,  $\frac{2}{2}$ ,  $\frac{151}{1}$ ,  $\frac{151}{2}$ ,  $\frac{153}{1}$ ,  $\frac{153}{2}$ , and 172, in the said Parish or Burgh of *Linlithgow* in the said County of *Linlithgow*; the several Lands numbered  $\frac{10}{1}$ , 35,  $\frac{36}{1}$ ,  $\frac{37}{1}$ ,  $\frac{45}{1}$ ,  $\frac{54}{1}$ ,  $\frac{54}{2}$ ,  $\frac{54}{3}$ ,  $\frac{54}{4}$ ,  $\frac{57}{1}$ ,  $\frac{62}{1}$ , and  $\frac{62}{2}$ , in the said Parish of *Polmont* in the County of *Stirling*; the several Lands numbered  $\frac{99}{1}$ ,  $\frac{99}{2}$ ,  $\frac{99}{3}$ ,  $\frac{99}{4}$ ,  $\frac{99}{5}$ ,  $\frac{99}{6}$ ,  $\frac{99}{7}$ ,  $\frac{99}{8}$ ,  $\frac{99}{9}$ ,  $\frac{99}{10}$ ,  $\frac{99}{11}$ ,  $\frac{99}{12}$ ,  $\frac{99}{13}$ ,  $\frac{99}{14}$ ,  $\frac{99}{15}$ ,  $\frac{99}{16}$ ,  $\frac{99}{17}$ ,  $\frac{99}{18}$ ,  $\frac{99}{19}$ ,  $\frac{99}{20}$ ,  $\frac{99}{21}$ ,  $\frac{99}{22}$ ,  $\frac{100}{1}$ ,  $\frac{115}{1}$ ,  $\frac{116}{1}$ ,  $\frac{116}{2}$ ,  $\frac{116}{3}$ ,  $\frac{116}{4}$ ,  $\frac{116}{5}$ ,  $\frac{116}{6}$ ,  $\frac{116}{7}$ ,  $\frac{134}{1}$ ,  $\frac{135}{1}$ ,  $\frac{165}{1}$ ,  $\frac{165}{2}$ ,  $\frac{165}{3}$ ,  $\frac{165}{4}$ ,  $\frac{165}{5}$ ,  $\frac{181}{1}$ ,  $\frac{182}{1}$ ,  $\frac{182}{2}$ ,  $\frac{182}{3}$ ,  $\frac{184}{1}$ ,  $\frac{185}{1}$ ,  $\frac{187}{1}$ ,  $\frac{187}{2}$ ,  $\frac{187}{3}$ ,  
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Company empowered to deviate from Plan to an Extent not exceeding One hundred Yards.

$\frac{187}{3}$ ,  $\frac{187}{4}$ ,  $\frac{187}{5}$ ,  $\frac{187}{6}$ ,  $\frac{187}{7}$ ,  $\frac{187}{8}$ ,  $\frac{187}{9}$ ,  $\frac{188}{1}$ ,  $\frac{188}{2}$ , 191, in the Parish or Burgh of *Falkirk* in the County of *Stirling*; the several Lands numbered  $\frac{33}{1}$ ,  $\frac{33}{2}$ ,  $\frac{38}{1}$ ,  $\frac{38}{2}$ ,  $\frac{38}{3}$ ,  $\frac{38}{4}$ ,  $\frac{46}{1}$ ,  $\frac{46}{2}$ ,  $\frac{62}{1}$ , and  $\frac{78}{1}$ , in the said Parish of *Cumbernauld* in the Counties of *Stirling* and *Dumbarton*, or one of them; the several Lands numbered 20 and  $\frac{20}{1}$ , in the said Parish of *Cadder* otherwise called *Calder* in the County of *Lanark*; the several Lands numbered  $\frac{1}{2}$ ,  $\frac{2}{1}$ ,  $\frac{2}{2}$ ,  $\frac{10}{1}$ ,  $\frac{10}{2}$ ,  $\frac{10}{3}$ ,  $\frac{17}{1}$ ,  $\frac{17}{2}$ ,  $\frac{17}{3}$ ,  $\frac{19}{1}$ ,  $\frac{19}{2}$ ,  $\frac{45}{5}$ ,  $\frac{45}{6}$ ,  $\frac{45}{7}$ ,  $\frac{45}{8}$ ,  $\frac{45}{9}$ , and  $\frac{45}{10}$ , in the Barony Parish of *Glasgow*, and the several Lands numbered  $\frac{36}{1}$ ,  $\frac{40}{1}$ ,  $\frac{65}{1}$ , and  $\frac{78}{1}$ , in the Parish of *Glasgow*, both in the County of *Lanark*.

Restrictions  
as to Devi-  
ations in the  
Levels,  
Arches, and  
Tunnels.

IX. And be it further enacted, That in making the said Railway it shall not be lawful for the said Company to deviate from the Levels of the said Railway as referred to the common Datum Line described on the Section approved of by Parliament, and as marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made; or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners; or if there be no such Trustees or Commissioners, without the Consent of the Sheriff of the County in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for any public Sewers or the Proprietors of any Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradients of the said Railway, as denoted by the said Section, shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile; and where in any Place it is intended to carry the Railway on an Arch or Arches as marked on the said Plan or Section, the same shall be made accordingly; and where a Tunnel is marked on the said Plan or Section as intended to be made at any Place, the same shall be made accordingly, unless the Owners, Lessees, and Occupiers of the Land in or through which such Tunnel is intended to be made shall consent that the same shall not be so made: Provided nevertheless, that it shall be lawful for the said Company, with such Consent as aforesaid, and not otherwise, to make a Tunnel or an Arch or Arches as aforesaid, not marked on the said Plan or Section, so that no such Tunnel shall be of a greater Length than Two hundred Yards, and that no Two Tunnels be at a less Distance from each other than One hundred Yards measured on the Line of the Railway: Provided always, that Notice of every such intended Application to the Sheriff for the Purpose of obtaining such Consent as aforesaid shall, Fourteen Days previous thereto, be given in some Newspaper circulating in the County, and also be affixed upon the principal Church Door of the Parish in which such Deviation or Alteration is intended to be made, or if there be no Church on some other Place to which Notices are usually affixed; and provided also, that for the Purpose of consenting to any such Deviation from the said Sections, and to any Tunnelling or Arching as aforesaid, the Word "Owners" shall be deemed and taken to mean such Persons as are herein capacitated to agree for the Sale of and to convey  
Land

Land for the making of the said Railway; and the Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

X. And be it further enacted, That it shall not be lawful to diminish the Radius of any Curve, as described on the Plans deposited with the several Sheriff Clerks as herein-before mentioned, unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile, unless where it exceeds Two Miles, or by more than Half a Mile, unless where it exceeds Three Miles on the said Plan.

Limiting  
Alteration  
of Curves.

XI. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-seven, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a Mansion House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake, and unless it shall be so certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

Houses and  
Gardens not  
to be used  
unless speci-  
fied in Sche-  
dule.

XII. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act the said Company, their Agents and Workmen, and all other Persons by them authorized, are hereby empowered to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey and take Levels of the same or any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands, and any Lands adjoining thereto, to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein, or otherwise in the Execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively according to the true Intent and Meaning of this Act; and also, for the Purposes and according to the Provisions and Restrictions of this Act, to make or construct, in, upon, across, under, or over the said Railway or other Works, or in, upon, across, under, or over any Lands, Streets, Hills, Valleys, Roads, Railroads or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters,

Power to  
enter Lands,  
&c.

Waters, such temporary or permanent Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences, and also to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Shipping Places, Engines, and other Buildings, Machinery, Apparatus, and other Works and Conveniences, as the said Company shall think proper; and alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses as may be necessary for constructing and maintaining such Tunnels, Bridges, Passages, or other Works over or under the same, and divert or alter, as well temporarily as permanently, the Course of any Rivers or Streams of Water, Roads, Streets, or Ways, or raise or sink any such Rivers or Streams, Roads, Streets, or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Railway, and make Drains or Conduits into, through, or under any Lands adjoining the said Railway, for the Purpose of conveying Water from or to the said Railway; and from Time to Time alter, repair, or discontinue the before-mentioned Works, or any of them, and substitute others in their Stead, and do and execute all other Matters and Things necessary or convenient for making, maintaining, altering, or repairing and using the said Railway and other Works by this Act authorized, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making full Satisfaction, in manner herein-after mentioned, to all Persons and Corporations interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by reason of the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained.

Penalty on obstructing Persons employed in the Construction of the Railway.

XIII. And be it further enacted, That if any Person shall knowingly or wilfully obstruct or prevent any Person employed by or acting under the Authority of the said Company, and with Leave of the Sheriff, as herein-after mentioned, in setting out the Line of the said Railway, or shall pull up or remove any Poles or Stakes that may have been driven into the Ground, or shall deface or destroy any Marks which may have been made for the Purpose of setting out the Line of the said Railway, or shall knowingly or wilfully obstruct or prevent any Person engaged in the Construction of the said Railway or any Part thereof, upon any Lands of which the said Company may rightfully have or be entitled to the Possession under the Provisions of this Act, and whether such Obstruction shall take place upon such Land or near thereto, every such Person so offending shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence: Provided always, that it shall not be lawful for the said Company to enter upon any Lands for the Purpose of setting out the Line of the said Railway or otherwise until the same shall be purchased and paid for by them, except at such reasonable Times and under such Regulations and Restrictions as shall be authorized and imposed by the Sheriff of the County



in which such Lands shall be situate, after Notice given to the said Parties.

XIV. And be it further enacted, That it shall be lawful for the said Company to treat and agree, and to employ any Person or Persons to treat and agree, for the Purchase of any Lands authorized to be taken and used by them under the Authority of this Act, and for the Purchase or Discharge of any subsisting Liferent Rights, or other Rights, Servitudes, and Leases affecting the same, and Estates and Interests therein, and Burdens or Incumbrances constituted thereon, or such of them or such Part thereof as the said Company shall think proper, or (except in the Case of entailed Proprietors) for the Acquisition of such Lands in Feu-farm, on the Payment of a perpetual Feu Duty or Ground Rent in respect of the same.

Power to treat for the Purchase of Lands, &c.

XV. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the several Parishes through or in which the several Works hereby authorized may pass or be situate; be it therefore enacted, That the said Company shall, from and after they shall have become possessed by virtue of this Act of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed, and assessed to such Land Tax, unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of Land Tax, be subject and liable from Time to Time to pay and make good, to or in aid of such several Parishes as aforesaid, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes by reason of taking down or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer or Collector or Receiver to be appointed under this Act is hereby required to pay all such Deficiencies, on Demand thereof, to the Collector of the said Assessments.

Provision for Deficiencies of Land Tax.

XVI. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty-two Yards in Breadth, except in those Places where a greater Breadth shall be judged necessary by the said Company for Carriages to wait, load, or unload, and to turn or pass each other, or for raising Embankments or Viaducts for crossing Valleys or low Grounds, or for Cuttings, or for the Erection and Establishment of any fixed or permanent Machinery, Toll House, Warehouses, Depôts, Stations, Wharfs, Erections, or Buildings, and except for the Purposes of or for making any Side Road for agricultural or general Purposes, and except at or near the Terminations of the said Railway and the Branch therefrom, and except also on Commons, Downs, Moors, or uninclosed Moor Land Grounds, or Waste Grounds, unless with the previous Consent in Writing of the Owners and Occupiers of any Lands which the said Company shall be desirous of appropriating to the obtaining greater Space for the Purposes herein-before mentioned; and in no Case shall a greater Width of Land be taken than One hundred

Breadth of Land to be taken for the Railway.

[*Local.*]

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Yards,

Yards, except the same be requisite for the Cuttings and Embankments of the said Railway, or any Depôt or Station connected therewith.

Where small  
Parcels of  
Land are in-  
tersected the  
Company  
compellable  
to purchase  
the Whole.

XVII. And be it further enacted, That if, in the Execution of any of the Powers of this Act, any Land not built upon, and not situated in any City or Town, except in the Towns of *Linlithgow* and *Falkirk*, shall be cut through and divided, so that what shall be left thereof on both Sides or on either Side of the said Railway shall be less than One Half Part of a Statute Acre in Quantity, and if the Owner of any such Land shall not have any other Land adjoining to that which shall be so left on either Side of the said Railway, then and in every such Case, if such Owner shall so require, but not otherwise, the said Company shall also purchase the Land so left on both or on either of the Sides of the said Railway, being less than One Half Part of a Statute Acre in Quantity, and unbuilt upon as aforesaid, the Value thereof to be ascertained (if the Parties differ about the same) in the same Manner as is directed concerning any Land to be taken or used for the Purposes of this Act; or in case such Owner as aforesaid shall have any other Land adjoining to that which shall be so left, he may require the said Company, at their own Expence, to throw the same into the adjoining Land of such Owner, by removing the Fences and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner: Provided always, that if the Owner of any Land so left, being less than One Half Part of an Acre in Quantity, shall not have any Land adjoining thereto on the same Side of the said Railway, and shall call upon the said Company to make any Bridge, Culvert, or other Crossing for the Purpose of making a Communication between such Lands and any Lands he may possess on the other Side of the said Railway, it shall be lawful for the said Company and they are hereby empowered to require the Owner thereof to sell to them such Piece of Land, being less than One Half Part of an Acre in Quantity, the Value thereof to be ascertained as herein mentioned with regard to Lands to be taken by the said Company,

Extending  
the Power of  
purchasing  
Lands.

XVIII. And whereas in the Execution of the Powers by this Act granted several Pieces of Land may be cut through and divided so that what remains thereof on one Side of the said Railway will exceed One Half of a Statute Acre in Quantity: And whereas by this Act the said Company are required to make and erect such and so many Bridges, Arches, Hollows, Culverts, and Passages over, under, or by the Side of, or leading to or from the said Railway, for the commodious Use of the Land cut through or divided by such Railway, as herein provided: And whereas it often happens that in a short Time after the Formation of a Railway the Proprietors of the Land which has been cut through and divided sell or exchange the smaller Part of such Land left on one Side of the Railway, and not conveniently situated with respect to the Remainder or larger Portion thereof, and the Bridges, Arches, Hollows, Culverts, and Passages which have been erected for the Use and Occupation of the said Lands become not only useless to the Proprietors of Land on either Side of the said Railway, but cause a considerable Expence annually to

to the said Company in their Maintenance and Repair: And whereas it is expedient that further Powers of purchasing Lands should be given to the said Company for the Purpose of avoiding an unnecessary Expence in the Erection of such Bridges, Arches, Hollows, Culverts, and Passages for the Use and Occupation of the Lands cut through or divided by the said Railway; be it therefore further enacted, That where any Land shall be cut through or divided, and the Proprietor thereof or other the Person or Persons by this Act empowered to contract for the Sale and Conveyance thereof shall be willing to sell to the said Company the Part which shall be left on one Side of the said Railway, it shall be lawful for any Corporation or Person by this Act capacitated to sell or convey Lands to enter into any Agreement with the said Company for the Sale and Conveyance of the Land so left on one Side of the said Railway, and the said Company are hereby authorized and empowered to treat and agree with any Corporation or Person for the Purchase of such Lands, and of any subsisting Leases, Terms, Estates, and Interests therein; and the said Company shall then be discharged from their Liability under the Provisions of this Act to make any Bridge, Arch, Hollow, Culvert, or Passage for the Purpose of connecting such Land as aforesaid: Provided always, that the said Company shall and they are hereby required to sell and convey all such Lands which they shall so purchase, or such Part thereof as may not be necessary for the Purposes of the said Undertaking, within such Time and in such Way and Manner as is directed by this Act for the Sale of any superfluous Lands not required for the Purposes of the said Railway and Works.

XIX. And be it enacted, That in the Execution of the Powers in this Act contained the said Company shall not be entitled to form the said Railway in or through the Fields or Inclosures numbered on the Map or Plan deposited with the Sheriff Clerks of the several Counties aforesaid  $\frac{1}{1}$ , 17,  $\frac{1}{2}$ , in the Parish of *Ratho* in the County of *Edinburgh*, without the Consent in Writing of *William Logan White* Esquire, or the Proprietor for the Time being of the Estate of *Kellerstane*, but shall be bound to vary Line of the said Railway so as to avoid the said Fields or Inclosures: Provided always, that no such Variation shall extend beyond the Limits herein-before prescribed with regard to Deviations of the said Line.

For the Protection of the Lands of Kellerstane.

XX. And be it enacted, That, except for the Purpose of constructing the Embankment or arching in the Line of the said Railway, the said Company shall have no Power to lay down or deposit on any Part of the Lands belonging to the said *James Maitland Hog* any Earth, Clay, Stone, Rubbish, or other Material, and shall on no account use any Part of the Lands of the said *James Maitland Hog* as a Deposit for Spoil or waste Substances; and the said Company shall have no Power to take or appropriate for any Purpose whatever any Part of the Lands of the said *James Maitland Hog*, except what is necessary for forming the Line of the said Railway, whether by Embankment, arching, cutting, or passing on a Level with the Surface

No Deposit of Earth, &c. to be made on the Property of James Maitland Hog, Esquire.

Surface of the Ground, or for the Purpose of any necessary Alteration of the Roads crossed by the said Railway; and the said Company shall not use any Part of the Land belonging to the said *James Maitland Hog*, whether in the Line of the said Railway or not, as a Place for burning Lime, Tiles, or Bricks, or any other such Purpose, without the Consent in Writing of the said *James Maitland Hog*, his Heirs or Successors, in each of the before-mentioned Cases; and further, the said Company shall have no Power, without such Consent as aforesaid, to erect any Wharf, Depôt, Dwelling House, Warehouse, Station House, or other Buildings, or fixed or permanent Machinery of any Description, on any Part of the Lands belonging to the said *James Maitland Hog*, excepting always the Bridges, Drains, Arches, and other such Erections in or across or under the Line of the said Railway necessary for the Formation thereof; and also excepting a Station House for Passengers at the Place where the said Railway crosses the new Turnpike Road by *Bathgate*, between *Edinburgh* and *Glasgow*, with the necessary Access by means of Steps or otherwise between the said Station House and the Line of the said Railway, and excepting mere temporary Buildings to be used during the Formation of the said Railway.

Line of Railway not to be carried nearer to Newliston House than is shewn on Plan.

XXI. And be it enacted, That in forming the said Railway through the said Estate of *Newliston* belonging to the said *James Maitland Hog* it shall not be in the Power of the said Company to exercise the Power of Deviation contained in this Act in such a Manner as to carry the said Railway nearer to the House of *Newliston* than is shewn on the Plans thereof deposited as aforesaid, without the Consent of the said *James Maitland Hog*, or the Proprietor of the said Estate of *Newliston*, in Writing, being first had and obtained; and the said Company shall be bound, where the said Railway passes through the said Estate of *Newliston*, to fence the Side thereof which is next to the said House of *Newliston* with a Wall of Stone and Lime, of such Height and Character as shall be fixed by the Sheriff of the County, on Application to be made to him for that Purpose either by the said *James Maitland Hog* or the Proprietor of the said Estate of *Newliston* for the Time, or by the said Company, and the said Company to maintain the said Walls in good and sufficient Repair in all Time thereafter.

Embankments on Property of *James Maitland Hog*, Esquire, to be planted.

XXII. And be it further enacted, That the Slopes of the Embankments and Cuttings through the Estate of the said *James Maitland Hog* shall be made smooth, and carefully soiled over and sown with Grass Seeds, and the same shall be afterwards maintained in good Order by the said Company; and it shall be lawful to and the said Company are hereby required to plant and inclose, and protect as Planting, the Slopes of the Embankments which are situated on the Estate of the said *James Maitland Hog*; and the said Company shall be bound to plant with Evergreens and other ornamental Shrubs and Bushes the Sides or Slopes of the Embankment through the Estate of the said *James Maitland Hog* next to the House of *Newliston*, and constantly to keep up and maintain the same in the like embellished State.

XXIII. And

XXIII. And be it further enacted, That the said Company shall have no Power, without Consent in Writing of the Earl of *Hopetoun* or the Proprietor for the Time being of the Estates of *Hopetoun*, to take or appropriate, use, occupy, or possess, any Part of the Lands and Estates belonging to the said Earl situated in the Parishes of *Kirkliston*, *Dalmeny*, *Abercorn*, and *Linlithgow*, and County of *Linlithgow*, for any Purpose whatever, except the Ground in, upon, or through which the said Railway or the Roads or Watercourses requiring Alteration are to be made and formed through the said Earl's Estates, whether by Embankment, cutting, or passing on a Level with the present Surface of the Ground, and also excepting those Parts of the said Earl's Estates herein-after specially named which may be required for the Uses and Purposes to which the same are by special Provision herein-after permitted to be applied by the said Company; and further, that the said Company shall have no Power, except with Consent as aforesaid, to erect any Dwelling House, Warehouse, Wharf, Depôt, Station House, or other Building whatsoever (other than mere temporary Buildings to be used during the original Formation of the Railway), nor any fixed or permanent Machinery, on any Part of the said Lands and Estates belonging to the said Earl situated in the Parishes and County aforesaid, excepting always the Bridges, Drains, Watercourses, and other Communications in, over, or under the said Railway, the Tunnel in the Line thereof, and the Inclosure, Walls, Fences, and Gates; and also with this further Exception, that the said Company shall have Power to erect a Passengers Waiting or Station House on the Side of the Line of the said Railway at a Place situated somewhere near to the Village of *Winchburgh*, between the Turnpike Road leading from *Edinburgh* to *Linlithgow* and the Road called the *Myres Road* to the Northward of the said Turnpike Road, and to make, form, and constantly maintain the necessary Road of Communication between the said Turnpike Road and the said Station House, but which Station House, and Road communicating therewith, the said Company shall be bound to inclose with a Stone and Lime Wall at least Six Feet high, and constantly to maintain and uphold the said Wall.

No Land to be taken from Lord Hopetoun except for the Line, &c. and no Depôts or Buildings, &c. except as stated.

XXIV. And be it further enacted, That it shall not be lawful for the said Company to dig, get, use, or remove any Earth, Soil, Clay, Stone, Lime, Gravel, Sand, Wood, or other Materials from or out of any of the Lands or Grounds of the said Earl of *Hopetoun* adjoining or near to the said intended Railway, and situated to the Northward or Westward of the Road near *Broomhouse* marked Number 28 on the Plan of the said Railway in the Parish of *Kirkliston*, for the Purpose of forming Embankments or making Bricks, or for any other Purpose for the Use of the said Railway; nor shall it be lawful for the said Company to burn Bricks, Tiles, or Lime upon the Line of the said Railway, or any Lands adjoining thereto in the Course of the said Railway through any of the Lands or Grounds of the said Earl of *Hopetoun* situated as aforesaid, without the Consent in Writing of the said Earl of *Hopetoun*, or other the Owner or Proprietor for the Time being of such Lands, for that Purpose first had and obtained; but provided always, and be it enacted, that the said Company shall have

No Materials to be taken from the Hopetoun Estate adjoining the Line, or Bricks, &c. burnt, except South or East of Broomhouse.

[Local.]

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Power

Power to take such Part of the Earth, Soil, Clay, Stone, Lime, Gravel, Sand, or other Materials from that Part of the said Earl's Lands lying to the Southward or Eastward of the said Road near *Broomhouse* as they may require for their embanking Operations on the adjoining Lands and Estates belonging to *James Maitland Hog Esquire*, of *Newliston*, and likewise to burn Bricks or otherwise manufacture on the said Part of the said Earl's Lands lying to the Southward or Eastward of the said Road near *Broomhouse* any Materials required for the Formation of the said Railway.

No Spoil except at Two Places inclosed and planted.

XXV. And be it further enacted, That it shall not be in the Power of the said Company, without Consent of the said Earl or the Proprietor of the Estates of *Hopetoun* for the Time being first had and obtained in Writing, to lay down or deposit on either Side of the Line of said Railway any Earth, Clay, Stone, Rubbish, or other Material of whatever Nature or Description, on any Part of the said Lands and Estates belonging to the said Earl of *Hopetoun*, except during the original Formation of the said Railway at those Two Places in the said Parish of *Abercorn* which lie between the said Line of Railway and the *Edinburgh* and *Glasgow* Union Canal, and which presently form Part of the Fields marked on the Plans deposited as aforesaid Numbers 48, 50, and 51, and Numbers 33, 34, and 36, and will be cut off from the said Fields by the said Railway, at which Two Places the said Company are hereby authorized to deposit Earth, Clay, Stone, Rubbish, or any other Material; but declaring that it shall not be in the Power of the said Company, without Consent as aforesaid, to raise Embankments on the said detached Portions of the said Fields marked Numbers 48, 50, and 51, and 33, 34, and 36, on the Plans deposited as aforesaid, to a greater Height than Fifteen Feet from the present Surface of the Grounds, and which Embankments shall be by the said Company formed in a natural undulating and sloping Manner, and shall be properly smoothed and soiled over, and then inclosed with a Stone Wall of the Description after mentioned, and planted with Larch and Hard Wood Trees, all as soon as the Operations of the said Company will permit, by and at the Expence of the said Company.

How to form the Cuttings and Bankings and Fences.

XXVI. And be it further enacted, That in forming the said Railway through the Lands and Estates belonging to the said Earl of *Hopetoun* the said Company shall be bound, except in Rock-cutting, to smooth and carefully soil over and sow down with Grass Seeds the Sides or Slopes of the Embankments, and of the Cuttings through the said Lands and Estates of the said Earl, and to make such Slopes not steeper than One and a Half horizontal to One perpendicular; and the said Company shall further be bound to erect and constantly maintain on each Side of the said Railway along the Bottom of the Embankments, and along the Summit or Top Edge of the Cuttings through the Lands and Estates of the said Earl (except in the Inclosures at *Craigton House* and *Niddry Castle* on the Side next the said House and Castle, to be fenced in manner after provided), a substantial dry Stone Wall, with Cope on Edge set in Lime, at least Four and a Half Feet high from the finished Surface of the outer Side of the Wall, and to keep and preserve the said Slopes or Banks constantly

stantly in Grass, which may be cut and carried away, but shall not be pastured with Cattle, Sheep, or other Bestial; and it shall not be lawful to the said Company, unless with Consent of the said Earl or the Proprietor of the Estates of *Hopetoun* for the Time being, to dig up, or to plant with Trees, Shrubs, or Bushes, any Part of the Sides of the said Embankments or Cuttings, nor to use the same for any other Purpose than cutting Grass as before expressed; but declaring, that the said Company shall be entitled from Time to Time to perform such Operations on the said Slopes as may be necessary for maintaining the same; and further declaring, that, in the Option of the said Earl or of the Proprietor of the *Hopetoun* Estates for the Time being, the said Company shall be bound to plant the Slopes or Sides of the said Embankments with Trees, and to keep and preserve the same constantly in Wood: Providing always, and be it enacted and declared, that the said Earl, or the Proprietor of the *Hopetoun* Estates for the Time being, shall have the Option, at any Time previous to or within Thirty Days after being called upon by the said Company in Writing, to make his Election of requiring the said Company to erect and maintain the said Inclosure Walls along the Bottom in place of along the Summit or Top of the Whole or any Part of the said Cuttings through the said Lands and Estates of the said Earl; and in case the said Earl, or the Proprietor of said Estates for the Time being, shall think proper to avail themselves of this Option in whole or in part, it is further hereby provided and enacted, that the said Company shall in that Case have no Right of Property in those Parts of the Banks or Slopes forming the Sides of the said Cuttings inclosed with a Wall at the Bottom thereof, but that those Parts of the Slopes or Sides of the said Cuttings which are so inclosed shall belong entirely to the said Earl or the Proprietor of his said Estates for the Time being, and may be used in any way the said Earl, or the Proprietor of said Estates for the Time being, may think proper; subject always however to this Servitude and Restriction, that they shall not be used in any Manner which might be obstructive or injurious to the said Railway Communication, or endanger the said Slopes.

XXVII. And be it enacted, That in forming the said Railway through the Inclosures surrounding *Craigton House* and *Niddry Castle* belonging to the Earl of *Hopetoun* it shall not be in the Power of the said Company to exercise the Power of Deviation contained in this Act in such a Manner as to carry the Line of the said Railway nearer to the said House or Castle than is shewn on the Plans thereof deposited as aforesaid; and where the said Railway passes through the said Inclosures the said Company shall be bound to fence the Side of the said Railway which is next to the said House and Castle respectively of such Height and Character as shall be fixed by the said Earl or his Successors, Proprietors of the said Lands, and to maintain the said Fences in good and sufficient Repair in all Time thereafter; and where the said Railway shall be carried through any Plantation on the Estates of the said Earl, or through the said Inclosures surrounding *Craigton House* and *Niddry Castle*, the said Company shall and they are hereby required, before beginning any Operation in any such Plantation or Inclosures,

Not to deviate at *Craigton* or *Niddry*; and to inclose as the Proprietor may desire.

To make temporary Fences.

closures, to erect sufficient temporary Fences on each Side of the Line of the said Railway for the Protection of such Parts of such Plantations or Inclosures as shall not be required and taken for the Line of the said Railway, and to maintain the same until from the State of Progress of the Works permanent Fences can be erected as herein provided.

As to Stone, Lime, and Minerals on Hopetoun Estate.

XXVIII. And be it further enacted, That in the Price of the Land to be purchased from the said Earl of *Hopetoun* there shall be included the Value of the whole Stone, Lime, Coal, Ironstone, Silver, Tin, Lead, or Slate which may require to be dug up or excavated in the Formation of the said Railway through the said Lands; provided nevertheless, that it shall be in the Option of the said Earl of *Hopetoun* and his Heirs and Successors at any Time to require the said Company to lay down upon his or their Property, at convenient Places, not exceeding the Distance of One hundred Yards from the Places where such Coal, Ironstone, Silver, Tin, Lead, or Slate shall be dug or excavated, all such Coal, Ironstone, Silver, Tin, Lead, or Slate as aforesaid which may be dug up or excavated after such Option is declared, or such Part thereof as the said Earl of *Hopetoun*, his Heirs and Successors, may think proper and direct, which the said Company shall be bound to do; and in such Case the said Company shall not be bound or obliged to pay to the said Earl or his Heirs or Successors for any such Coal, Ironstone, Silver, Tin, Lead, or Slate as aforesaid so received by him or them.

Bridges on Hopetoun Estate.

XXIX. And be it further enacted, That in making the necessary Bridges, Arches, Passages, and Roads across the Line of the said Railway through the Lands of the said Earl of *Hopetoun* the said Company shall, at their own Expence, make and erect and from Time to Time maintain not less than One Communication Bridge at the Road marked Number 31 on the said Plan of the Parish of *Kirkliston*, One Communication Bridge at the Road marked Number 1 on the said Plan of the Parish of *Dalmeny*, and One at each of the Roads marked Numbers 47, 38, 24, and 3, on the said Plan of the Parish of *Abercorn*; and not less than Five Communication Bridges at private Roads or such other Places across the said Railway on the Lands of the said Earl as shall be directed by him, his Heirs or Successors; and not less than Two Surface Crossings, one whereof at or near to *Niddry Castle*, and the other at or near to *East Pardovan*, at the Points where the said Railway is formed, on the Surface of the Ground or nearly so, to be fixed by the said Earl or his Successors in the said Estates for the Time being, with a Wooden or Iron Foot Bridge as an Access to the Miller at *Philpston Mill* to his Sluice; which Bridges, Arches, Passages, or Roads shall be made and completed without Prejudice to the said Earl's Right to all such other Bridges or Crossings as may be convenient and necessary under the general Provisions of this Act.

No Depôt on Lands of Lord Dundas.

XXX. And be it further enacted, That it shall not be lawful for the said Railway Company to construct any Depôt, Station, or Building of any Kind, (except the said Railway itself, and the Bridges, Drains, Water-



Watercourses, and other Communications on, over, or under the same or connected therewith, and the Inclosure Walls, Fences, Approaches, and Gates thereof,) upon any Part of the Lands the Property of Lord *Dundas* in the Parishes of *Polmont* and *Falkirk*, or annexed to the Parishes of *Cumbernauld* and *Denny*, in the County of *Stirling*, without Consent in Writing of the Owner thereof, excepting a Depôt or Station at or near the Point where the Line of Railway is intended to cross the Turnpike Road from *Stirling* to *Glasgow* by *Cumbernauld*, and which Depôt or Station shall be situated on the North Side of the said Railway.

XXXI. And be it enacted, That where the said Railway shall be carried through any Plantation on the Lands of the said Lord *Dundas*, the said Company shall and they are hereby required, before beginning any Operation in any such Plantation, to erect sufficient temporary Fences on each Side of the Line of the said Railway for the Protection of such Parts of such Plantations as shall not be required and taken for the Line of the said Railway, and to maintain the same until from the State of the Progress of the Works the permanent Fences can be erected by the said Company as herein provided.

As to temporary Fences on the Lands of Lord *Dundas*.

XXXII. And be it further enacted, That in making the said Railway through the Lands and Estates belonging to the said Lord *Dundas*, the said Company shall erect and constantly maintain, on each Side of the said Railway throughout the whole Extent of the said Lands and Estates, a substantial dry Stone Wall, with Cope on Edge set in Lime, at least Four Feet and a Half high from the Surface on which the same is placed.

Stone Fences to be made on Lord *Dundas*'s Property.

XXXIII. And be it further enacted, That in making the necessary Bridges, Arches, Passages, and Roads across the Line of the said Railway through the Lands of the said Lord *Dundas*, the said Company shall, at their own Expence, make and erect, and from Time to Time maintain, not less than One Communication at the Road leading to *Castlecary House*, and not less than Two Communications for private Roads at such other Places across the said Railway on the Lands of *Castlecary*, and One Communication for a private Road or Access at such Place on the Lands of *Gilston* in the Parish of *Polmont*, and One Communication for a private Road or Access at such Place on the Lands of *Seabegs* in the Parish of *Falkirk*, all as shall in case of Difference of Opinion be directed by the Sheriff of the County of *Stirling*, on the Application of either Party; which Bridges, Arches, Passages, Crossings, or Roads shall be made and completed without Prejudice to the said Lord *Dundas*'s Rights to all such other Bridges or Crossings (if any) as may be convenient and necessary under the general Provisions of this Act.

Bridges on the Lands of Lord *Dundas*.

XXXIV. And be it further enacted, That over and above the Price of the Land to be purchased from the said Lord *Dundas*, or from such of the other Proprietors in the Line of the said Railway where the Minerals underneath the said Lands are the Property of Lord *Dundas*, there shall be payable to his Lordship the Value of the whole Coal, Ironstone,

As to Stone, Lime, and Minerals on the Estate of Lord *Dundas*.

[Local.]

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Ironstone,

Ironstone, Limestone, or Slate which may require to be dug up or excavated in the Formation of the said Railway through the said Lands: Provided nevertheless, that it shall be in the Option of the said Lord *Dundas* and his Heirs and Successors, before the said Company shall commence their Works upon the said Lands the Property of Lord *Dundas*, or in which he has a Right to the Minerals, to require them the said Company to lay down upon the Property of the said Lord *Dundas*, his Heirs or Successors, at convenient Places, not exceeding the Distance of One hundred Yards from the Places where such Coal, Ironstone, Limestone, or Slate shall be dug or excavated, all such Coal, Ironstone, Limestone, or Slate as aforesaid so dug up or excavated, or such Part thereof as the said Lord *Dundas*, his Heirs or Successors, may think proper and direct, which the said Company shall be bound to do; and in such Case the said Company shall not be bound or obliged to pay to the said Lord *Dundas*, or his Heirs or Successors, for any such Coal, Ironstone, Limestone, or Slate as aforesaid so received by him or them.

As to growing Wood on the Estate of Lord *Dundas*.

XXXV. And be it further enacted, That in the Price of any Part of the Land to be purchased from the said Lord *Dundas* upon which there is growing Wood there shall be included the Value of such Wood as shall require to be cut in the Formation of the said Railway through the said Lands: Provided nevertheless, that it shall be in the Option of the said Lord *Dundas* and his Heirs and Successors, before the said Company shall commence their Works upon the said Lands, to require them the said Company to lay down upon the Property of the said Lord *Dundas*, his Heirs or Successors, at convenient Places, not exceeding the Distance of One hundred Yards from the Places where such Wood shall require to be cut, all such Wood or Timber as the said Lord *Dundas*, his Heirs or Successors, may think proper and direct, which the said Company shall be bound to do; and in such Case the said Company shall not be bound and obliged to pay to the said Lord *Dundas* or his Heirs or Successors for any such Timber or Wood as aforesaid so received by him or them.

For Protection of the Mansion House of *Bantaskine*.

XXXVI. Provided always, and be it enacted, That if in the Formation or Repair of the said Railway through the Lands of *Bantaskine* or *Glenfuir*, the reputed Property of the Union Canal Company, the Leaden Pipe or Pipes conveying Water to the Mansion House of *Bantaskine*, and to the Offices, Hothouse, and Greenhouse thereof, the reputed Property of *Thomas Campbell Hagart* Esquire, shall be cut through, injured, or interrupted, the said Company shall be bound, at their Expence, forthwith well and sufficiently to renew, restore, or repair such Pipe or Pipes, so that the Supply of Water to the said Mansion House, Offices, Hothouse, and Greenhouse shall be preserved and secured against all Operations of the said Company, to the like Extent in Quantity and Force of Flow at least as at present; and the said Company shall be bound, after the said Railway has been formed, to repair the said Pipes whenever the same are injured by the Operations of the said Company, and likewise to afford to the said *Thomas Campbell Hagart*, and his Successors in the Estate of *Bantaskine*, Access thereto on all necessary

cessary Occasions for the Inspection and Repair thereof; and also to indemnify the said *Thomas Campbell Hagart* or his said Successors for whatever Damage shall arise in consequence of the Water supplying the said Mansion House, Offices, Hothouse, and Greenhouse being stopped, cut off, or impaired by means of the said Railway; and also to free and relieve the said *Thomas Campbell Hagart* and his said Successors of any Obligations they may be under for any Damage that may arise to the Lands of *Bantaskine* or *Glenfuir*, the reputed Property of the Union Canal Company, in consequence of any Operations of the said Railway Company necessary to maintain the Supply of Water to the said Mansion House, Offices, Hothouse, and Greenhouse.

XXXVII. Provided always, and be it enacted, That where the said Railway passes underground by means of a Tunnel through the Lands now belonging to the Heirs of *Patrick Bell*, in the Parishes of *Saint David's* and *Barony Glasgow*, it shall be lawful to the Owners for the Time being of the said Lands to apply for and receive Compensation in the Manner by this Act directed as to Damages for any Loss, Injury, or Damage which may arise from Slips or Slidings to such Lands in consequence of the Formation of such Tunnel, at any Time within Five Years after the said Company shall use the Railway through such Tunnel, provided the Damages for such Slips or Slidings have not been previously agreed for or assessed and paid in Terms of the Provisions in this Act contained: Provided always, that it shall not be necessary for the Owners for the Time being of the Lands now belonging to the Heirs of the said *Patrick Bell* to give the Notices or Statement of Damages or Claims herein provided for, in so far as relate to Damages caused by such Slips or Slidings, until they shall resolve to apply to the Sheriff to summon a Jury to assess Compensation for the same, when they shall be bound to give the Notice in Writing to the said Company by this Act required Ten Days before the summoning of such Jury; but providing that the Jury who shall be impannelled to assess and shall assess Compensation under this Act between the said Owners and the said Company shall specify how far such Compensation as they may award extends and applies to the Price or Value of the Land, or to Damages arising from Slips or Slidings caused by the Formation of such Tunnel.

For ascertaining the Damage that may arise in tunnelling through Bell's Hill.

XXXVIII. And be it further enacted, That in carrying the said Railway through the Park of *Callendar*, belonging to *William Forbes Esquire*, of *Callendar*, in the Manner pointed out in the Plan, Section, and Book of Reference herein-before mentioned, it shall not be in the Power of the said Company to deviate from the Line of the said Railway, or of any Tunnel through which the same or any Part thereof may be carried, as laid down in the said Map or Plan and Section, without the Consent in Writing of the said *William Forbes*, his Heirs and Successors in the said Estate; nor shall it be in the Power of the said Company to deviate more than Fifty Feet towards *Almond Castle* from the said Line so laid down as aforesaid on any Part of the Estate of the said *William Forbes* situated within a Quarter of a Mile of the said *Almond Castle*, without such Consent as aforesaid;

How Railway is to be carried through the Estate of Callendar

said; and in forming the said Tunnel through the Park of *Callendar* no Shaft, Pit, Eye, or Opening from the said Tunnel shall be made, nor shall any Part of the Earth, Stone, or other Materials which shall be dug or obtained in forming such Tunnel be laid within the said Park on any Account whatever, nor within One hundred Yards thereof: Provided that if it shall be found necessary to put any Part of the said Materials on the Ground within One hundred Yards of the said Park, as a temporary Place of Deposit, the same shall be removed and the Ground restored to its former Condition by the said Company within Six Months from the Period of its being so deposited; and that if, in forming the said Railway through the Estate of the said *William Forbes*, any Supply of Water heretofore enjoyed by him or his Tenants or others shall be cut off, damaged, interrupted, or deteriorated, the said Company shall, at their own Expence, furnish a Supply of Water equal at least in Quantity and Quality to and raised to the same Level as that which may have been cut off, damaged, interrupted, or deteriorated as aforesaid.

For Protection of the Estate of *Netherwood*.

XXXIX. And be it further enacted, That it shall not be lawful for the said Railway Company to construct any Depôt, Station, or Work of any Kind (excepting the said Railway itself) upon the Estate of *Netherwood* in the Parish of *Cumbernauld* and County of *Dumbar-ton*, without Consent in Writing of the Owner thereof.

As to Construction of the Railway through the Estate of *Netherwood*.

XL. And be it further enacted, That in making the said Railway through the Estate of *Netherwood*, the Property of *John Shanks More* and *William Ellis* Esquires, the said Company shall construct and maintain such Supports and Pillars in the Lime Wastes upon the said Estate as may be necessary to prevent the said Railway from interfering with the proper working of the Lime Quarries or Mines situated therein.

For Protection of Forth and Clyde Navigation in making Tunnel under the same.

XLI. And whereas it is intended that the said Railway shall cross the *Forth* and *Clyde* Navigation by a Tunnel or Arch under the said Navigation, to be made and maintained by and at the Expence of the said Railway Company; be it therefore enacted, That in crossing the said Navigation it shall not be lawful for the said Railway Company to deviate from the Line or Level delineated and shewn on the Map or Plan and Section deposited with the Sheriff Clerks of the County of *Lanark*, except in so far as regards the said Line to the Extent of Twenty-five Yards, and in so far as regards the Level to the Extent of Five Feet; but that if in crossing the said Navigation, or making or repairing the said Tunnel or Arch, or by reason of any Want of Repair of the said Tunnel or Arch, or of any Accident or Neglect of the said Railway Company, of any of their Agents, Servants, or Workmen, by intercepting, diminishing, or running off any of the Water in the said Navigation, or otherwise, it shall happen that the said Navigation, or any of the Works or Towing Paths thereof, shall be damaged or injured, or so obstructed that Boats, Barges, or other Vessels navigating or using the said Navigation shall be impeded in their Passage, or shall not at all Times freely and uninterruptedly pass along the same, then and in every such Case the said Railway Company shall pay to the said Navigation

Navigation Company the actual Damage thereby occasioned, or in lieu thereof, and in the Option of the said Navigation Company, or of their Governor and Council, as and by way of ascertained Damages, the Sum of Ten Pounds for every Hour after Notice shall have been given to the said Railway Company during which such Impediment or Obstruction shall be allowed to continue, not exceeding Seventy-two Hours, but if beyond Seventy-two consecutive Hours, then the Sum of Twenty Pounds for every Hour during which the Impediment or Obstruction shall continue after such first Seventy-two Hours aforesaid; and in default of Payment of any such actual or ascertained Damages, on Demand made on the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the *Forth* and *Clyde* Navigation may sue for and recover the same, together with full Costs, against the said Railway Company, by Action in the Court of Session in *Scotland*, or before the Sheriff Depute or Substitute of the said County of *Lanark*, or the same may be recovered in like Manner as any other Penalties under this Act.

XLII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the said *Edinburgh* and *Glasgow* Railway Company, in making, constructing, or maintaining the said Railway, to take or enter upon any of the Lands or Grounds belonging to the Company of Proprietors of the *Forth* and *Clyde* Navigation, or to alter, vary, or interfere with the said *Forth* and *Clyde* Navigation, or any of the Works thereof, or the said Lands or Grounds, further or otherwise than is authorized by this Act for carrying the said intended Railway under the same, without the Consent in Writing of the said Company of Proprietors of the *Forth* and *Clyde* Navigation in every Instance for that Purpose first had and obtained.

Not to take Lands or interfere with Works of the *Forth* and *Clyde* Canal Company without Consent.

XLIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Forth* and *Clyde* Navigation, incorporated by an Act passed in the Eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for making and maintaining a navigable Cut or Canal from the Firth or River of Forth at or near the Mouth of the River of Carron in the County of Stirling to the Firth or River of Clyde at or near a Place called Dalmuir Burnfoot, in the County of Dumbarton, and also a collateral Cut from the same to the City of Glasgow; and for making a navigable Cut or Canal of Communication from the Port and Harbour of Borrowstownness to join the said Canal at or near the Place where it will fall into the Firth of Forth*; but saving and reserving to the said Company of Proprietors of the *Forth* and *Clyde* Navigation all the Rights, Privileges, and Franchises of the said Company as fully and effectually as if this Act had not been passed: Provided always, that none of the said Rights, Privileges, and Franchises shall be used so as to prevent the said Railway Company from carrying the said

Saving Rights of the *Forth* and *Clyde* Canal Company.

8 G. 4. c. 63.

[Local.]

16 Y

intended

intended Railway under the said Navigation by a Tunnel or Arch in manner authorized by this Act.

No Part of Estate of Glenfuir to be taken for Depôts, Stations, &c.

XLIV. And be it enacted, That it shall not be lawful for the said Railway Company to make or construct any Station, Depôt, or Work of any Kind other than the said Railway itself upon the Estate of *Glenfuir* in the Parish of *Falkirk* and County of *Stirling*, belonging to the *Edinburgh* and *Glasgow* Union Canal Company; and that it shall not be lawful for the said Railway Company to enter upon or take from the said Canal Company the House near the West End of the Tunnel of the said Canal in the County of *Stirling*, nor to obstruct, except during the Formation of the said Railway, the Footpath leading from the West End of the said Tunnel to the Town of *Falkirk*; and the said Railway Company providing a good and sufficient Footpath in lieu of the said Footpath, prior to and during any Obstruction thereof during the Formation of the said Railway.

Provision in case of Drainage of Canal by Formation of Railway.

XLV. And whereas it is intended to construct certain Portions of the said Railway in the Vicinity of or near to the aforesaid *Edinburgh* and *Glasgow* Union Canal, at a Level below the Level of the Water of the said Canal; be it therefore enacted, That if at any Time the Water of the said Canal shall be at all diverted, diminished, or carried off by or in consequence of the Operations of the said Railway Company, the said Railway Company shall be bound, at their own Expence and without Delay, to execute and maintain all such Works as shall be necessary for preventing any such Drainage or carrying off of the said Water.

Reserving the Rights of the Union Canal Company, and for preventing the Obstruction of the Navigation.

XLVI. And be it further enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Edinburgh* and *Glasgow* Union Canal Company, or authorize or empower the said Railway Company to alter the Line or Level or Breadth of the said Canal or Locks thereof, or of the Towing Paths thereof, or Carriage Road or Footpath leading from Lock Number Sixteen of the *Forth* and *Clyde* Canal to the said *Edinburgh* and *Glasgow* Union Canal, or of either or any of them or any Part thereof, or in any Manner to obstruct or impede the Navigation of the said *Edinburgh* and *Glasgow* Union Canal or Locks thereof, or any Part thereof, or the Passage or Breadth of the said Carriage Road or Footpath, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or which may be taken for the Use of or which supply the said Canal or Locks thereof; and that it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway, as delineated in the Maps or Plans of the said Railway deposited with the Sheriff Clerks of the Counties of *Linlithgow* and *Stirling*, except at or near the crossing of the said Canal by the said Railway in manner herein-after specially authorized, by which Deviation the said Canal, or any of the Locks, Towing Paths, Bridges, Banks, Feeders, Houses, or Stables presently existing, or any other Works of the said *Edinburgh* and *Glasgow* Union Canal, or any of them, or any Part thereof respectively, shall be

be taken, used, or damaged, without the Consent of the said *Edinburgh* and *Glasgow* Union Canal Company in Writing under their Common Seal first had and obtained: Provided always, that nothing herein-before contained shall be construed to prevent the said Company from temporarily occupying the aforesaid Carriage Road and Footpath from Lock Number Sixteen to the Union Canal during the Construction of the said Railway, upon their providing a good and sufficient temporary Carriage Road and Footpath prior to and during such temporary Occupation.

XLVII. And be it further enacted, That if by reason of any Accident or in the Execution of any of the Works by this Act authorized, or of the bad State of Repair of any of such Works, or of any of the Arches, Slopes, Banks, or Walls of the said Railway near the said Canal or Works thereof, or by the Diminution or Drainage of the Water of the said Canal in consequence of any of the Operations of the said Railway Company, it shall happen that the said Canal, or any Lock or other Works thereof, or the Towing Path, Carriage Road, or Footpath thereof, or any Part thereof, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Canal shall be impeded in their Passage, or shall not be able at all Times freely and uninterruptedly to pass along the same, or that Carriages or Passengers shall not be allowed freely and uninterruptedly to pass along the said Carriage Road and Footpath, or such good and sufficient temporary Road or Footpath as aforesaid, then and in every such Case the said Railway Company shall pay to the said Canal Company the actual Damage thereby occasioned, or, in lieu thereof, and in the Option of the said Canal Company, as and by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which such Impediment or Obstruction shall be allowed to continue, not exceeding Forty-eight Hours; but if beyond Forty-eight consecutive Hours, then the Sum of Twenty Pounds for every Hour during which the Impediment or Obstruction shall continue after such first Forty-eight Hours as aforesaid; and in default of Payment of any such actual or ascertained Damages, on Demand made on the Treasurer or any Officer of the said Railway Company, the said Canal Company may sue for and recover the same, together with full Costs, against the said Railway Company, by Action in the Court of Session in *Scotland*, or before the Sheriff of the said County in which such Impediment or Obstruction may arise, or the same may be recovered in like Manner as any other Penalties under this Act.

Compensation in case of the Obstruction of the Navigation.

XLVIII. And be it further enacted, That in carrying the said Railway over the said *Edinburgh* and *Glasgow* Union Canal, or the Lock or other Works or Conveniences thereof to be crossed by the said Railway, all in the Parish of *Falkirk* and County of *Stirling*, the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Brick, Stone, or Cast Iron Arch over the said Canal and Lock thereof, Towing Path, Carriageway leading from the Head of the Locks of the said Canal to Lock Number Sixteen on the *Forth* and *Clyde* Canal, and Footpath adjoining the said Carriageway; and that there shall be

As to crossing Canal.

be no Pier or other Building constructed by the said Railway Company between the East Side of the said Footpath and West Side of the said Lock so to be crossed, but the said Space shall be crossed by one single Arch ; and that the under Side of the said Arch where the same crosses the Lock shall not be less than Twenty Feet above the Top-water Level thereof, and where the same crosses the said Carriageway shall not be less than Fifteen Feet above the Level thereof, and where the same crosses the said Footpath shall not be less than Seven Feet above the Level thereof.

Canal Company to be entitled to the Use of the Arches.

XLIX. Provided always, and be it further enacted, That the said Canal Company shall have and be entitled to the full Use and Enjoyment of the Land under the Arches to be constructed upon the said Estate of *Glenfuir*, but so as not in any way to damage the said Arches or the Abutments thereof, and saving to the said Railway Company free and uninterrupted Access thereto and under the same, for the Purpose of inspecting the State and Condition thereof, and for doing and executing all needful Repairs and Alterations thereto.

Screen to be erected along the Canal, if required.

L. And be it further enacted, That in case the said *Edinburgh* and *Glasgow* Union Canal Company shall at any Time apprehend that the said intended Railway will, from its crossing or near Approach to the said *Edinburgh* and *Glasgow* Union Canal, occasion Danger to the Boats or Vessels navigating the said Canal, in consequence of the Horses used in tracking such Boats or Vessels being frightened by the Sight of the Engines and Carriages travelling upon the said Railway, the said Railway Company shall erect such Works in the Nature of a Screen between the said Railway and Canal along the Edge or Fence of the Towing Path, and as far as possible without diminishing the Width thereof, as shall be considered necessary by the Sheriff of the County in which such Portion of the Railway shall be situate ; and it shall be lawful for the said *Edinburgh* and *Glasgow* Union Canal Company to apply to such Sheriff, who is hereby authorized, after hearing Parties, to ordain the said Railway Company to erect, at their Expence, the Works in the Nature of a Screen as aforesaid which shall be considered by the said Sheriff to be necessary to prevent Danger as aforesaid, which shall thereafter be kept in good and sufficient Repair by the said Railway Company ; and in case the said Railway Company shall refuse or neglect to erect such Works so ordained, or to keep the same in repair as aforesaid, it shall be lawful for the said Canal Company to enforce the said Order in the same Way as other Interlocutors of the Sheriff, or to construct and repair the said Works at the Cost of the said Railway Company, and to recover the Amount thereof in a summary Way from the said Railway Company.

Free Passage to be left upon the Estate of *Glenfuir*, for enabling the Union Canal

LI. And be it further enacted, That for enabling the *Edinburgh* and *Glasgow* Union Canal Company to construct a Cut or Canal through their Lands of *Glenfuir* in the County of *Stirling*, as an improved Means of Communication between their Canal and the *Forth* and *Clyde* Navigation, the said Railway Company, on receiving Notice in Writing from the Canal Company, shall be bound to



to leave an open and free Passage from that Part of the said Lands of *Glenfuir* which lies on the South Side of the Line of the said Railway to that Part of the said Lands which lies on the North Side thereof, and that by means of an Arch of not less than Forty Feet Span, and at such Part of the Embankment through the said Lands as may be fixed by the said Canal Company, the Place so fixed being such as shall not render any Alteration of the Level of the said Railway necessary in consequence of the said Arch, the Height of the Soffit of the said Arch being in no Event less than Ten Feet, and the Abutment or Piers of the said Arch being of such Depth in the Foundation as may allow of the said Cut or Canal being constructed through the said Arch, and betwixt the said Abutments or Piers thereof, on such Level as may by the said Canal Company be specified in such Notice as most advantageous for the said Cut or Canal: Provided always, and be it enacted, that in case the said Archway shall have been made at the Expence of the said Railway Company, and shall remain unoccupied as a Place of Passage for the Canal or any Branch thereof for the Space of Seven Years from and after the Completion of the Railway, the said Canal Company shall reimburse the said Railway Company One Moiety of the additional Expence which may have been incurred in the making of the said Railway by the Formation of the said Archway, Tunnel, or Passage by the said Railway Company.

Company to  
construct a  
Cut therein.

LII. And be it further enacted, That in order to carry the said Railway over the *Monkland* and *Kirkintilloch* Railway the said *Edinburgh* and *Glasgow* Railway Company shall, at their own Expence, make and maintain a Bridge or Viaduct of Two Arches, which Bridge or Viaduct shall be constructed so as to leave the Main Arch thereof (which Arch shall extend over the present Line of the Railway last mentioned) a clear Width between the Abutments or Piers of Thirty Feet, and a clear Height from the Top of the Rails to the Soffit of the Arch of Twenty Feet, and the Side Arch thereof (which shall be on the West Side of the said Main Arch) a clear Width between the Abutments or Piers of Ten Feet, and a clear Height from the Surface of the Ground to the Soffit of the Arch of Twelve Feet: Provided always, that during the Progress of constructing such Bridge or Viaduct, and of the necessary Repairs thereof from Time to Time, the said Company shall in no way interrupt or impede the Trade of the said *Monkland* and *Kirkintilloch* Railway; but if the *Monkland* and *Kirkintilloch* Railway Company shall at any Time conceive that such Interruption or Impediment exists, they shall be at liberty to give Notice thereof in Writing to the said *Edinburgh* and *Glasgow* Railway Company, who shall thereupon instantly remove any such Interruption or Impediment as may be found to exist, and shall besides pay to the said *Monkland* and *Kirkintilloch* Railway Company the actual Damage thereby occasioned, or in lieu thereof, and in the Option of the said *Monkland* and *Kirkintilloch* Railway Company, a liquidated or ascertained Penalty of Thirty Pounds Sterling for every Day during which such Trade shall have been interrupted or impeded after Notice given as aforesaid, which Damage or Penalty (as the Case may be) may be recovered from the said *Edinburgh* and *Glasgow*

Company to  
erect a  
Bridge over  
the Monk-  
land and  
Kirkintilloch  
Railway.

Railway Company in like Manner as other Penalties and Forfeitures under this Act: Provided also, that in case the said *Monkland* and *Kirkintilloch* Railway Company shall think it necessary for the Accommodation of the Trade upon their said Railway that the before-mentioned Side Arch of the said Bridge shall before the Construction thereof be made a greater Width than Ten Feet as aforesaid, but not exceeding Twenty Feet in Width, the said *Edinburgh* and *Glasgow* Railway Company shall make such Side Arch of such additional Width, not exceeding Twenty Feet as aforesaid, as shall be required by the said *Monkland* and *Kirkintilloch* Railway Company, who in that Case shall pay to the said *Edinburgh* and *Glasgow* Railway Company the additional Expence which shall be incurred in making and maintaining the said Side Arch of such increased Width beyond the Expence which would be occasioned by making and maintaining the same in case it had been only Ten Feet wide as aforesaid, as the same may be agreed upon between the said Companies.

Not to take Lands or interfere with Works of Monkland and Kirkintilloch Railway Company without Consent.

LIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the said *Edinburgh* and *Glasgow* Railway Company, in making, constructing, or maintaining the said Railway, to take or enter upon any of the Lands or Grounds belonging to the *Monkland* and *Kirkintilloch* Railway Company, or to alter, vary, or interfere with the said *Monkland* and *Kirkintilloch* Railway or any of the Works thereof, or the said Lands or Grounds, further or otherwise than is hereby expressly authorized for carrying the said intended Railway over the said *Monkland* and *Kirkintilloch* Railway, without the Consent in Writing of the said *Monkland* and *Kirkintilloch* Railway Company in every Instance for that Purpose first had and obtained.

Saving the Rights of the Monkland and Kirkintilloch Railway Company.  
5 G. 4. c. 49.

3 & 4 W. 4.  
c. 114.

LIV. Provided also, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Monkland* and *Kirkintilloch* Railway Company by an Act passed in the Fifth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for making a Railway from Palace-Craig in the Parish of Old Monkland in the County of Lanark to the Forth and Clyde Canal near Kirkintilloch in the County of Dumbarton*; and by another Act passed in the Third and Fourth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making Two Branch Railways from the Monkland and Kirkintilloch Railway, and for altering, amending, and enlarging the Powers of an Act of the Fifth Year of His late Majesty for making the said Railway*; but saving and reserving to the said *Monkland* and *Kirkintilloch* Railway Company all the Rights, Privileges, and Franchises of the said Company, and also saving and reserving all the Powers, Authorities, and Provisions in the said Acts contained, as fully and effectually as if this Act had not been passed.

Providing for Injury to Roads.

LV. And be it further enacted, That in all Cases where in the Exercise of the Powers hereby granted any Part of any Carriage, Tram,

Tram, or Horse Road, or any Railway, either public or private, shall be found necessary to be gone across, cut through, raised, sunk, or taken, and so much injured thereby as to be impassable for or dangerous to Travellers, Passengers, or Carriages, or to the Persons entitled to the Use thereof, the said Company shall, at their own Expence, before any such Road or Railway shall be so gone across, cut through, raised, sunk, or taken, and injured as aforesaid, cause a good and sufficient Road or Railway (as the Case may require) to be set out and made, and to be well and sufficiently maintained until the Completion of the said Operation, instead of such Road so gone across, cut through, raised, sunk, or taken, and injured; and such new Road or Railway shall be as convenient for Passengers and Carriages as the said Road or Railway so to be gone across, cut through, raised, sunk, or taken and injured as aforesaid, or as nearly so as may be; and shall cause such new Road or Railway to be put into good and substantial Order and Condition where the former Road or Railway cannot be more easily restored; and where the Road so gone across, cut through, raised, sunk, or passed over shall be a Turnpike Road, the substituted Road, if temporary, shall be so made, and the principal Road well and sufficiently restored within Six Calendar Months after the Commencement of such Operation; and the Railway, where it shall cross such Turnpike Road, shall be made and kept in repair so as to prevent Inconvenience or Obstruction to the Passage along such Turnpike Road; and where any other Road than a Turnpike Road shall be gone across, cut through, raised, sunk, or passed over as aforesaid, such other Road shall be restored by the said Company within Twelve Months after the Commencement of such Operation, on their being required so to do by a Majority of the Trustees acting for the said Road: Provided always, that in case the said Company shall not in manner aforesaid cause another good and sufficient Road to be set out and made as aforesaid, or in case any such Turnpike Road shall not be restored within Six Months as aforesaid (unless the Trustees of the said Road shall have consented to an Extension of the said Period), or in case any other than a Turnpike Road shall not be restored within Twelve Months, then and in any or either of the said Cases the said Company shall forfeit and pay the Sum of Twenty Pounds for each and every Day during which such good and sufficient Road shall be neglected to be made as aforesaid, or during which such Turnpike Road shall not be restored after the Expiration of such Six Months or such other extended Period as may have been consented to by the said Trustees; which Penalty shall be recoverable from the said Company in such and the same Manner as other Penalties incurred by the said Company for which no special Provision is made by this Act.

LVI. And be it further enacted, That the said Company shall and they are hereby required to maintain and keep in repair such Parts of any public or private Roads as may be interfered with in the Execution of the Works of the said Railway, or as may be substituted in lieu of such Roads, during the Construction of such Works; and if any Difference shall arise as to the State or Condition of any such Road, the Question shall be referred to the Sheriff of the County in which such Road shall be situate, who shall have Power

Providing  
for Repair of  
Roads inter-  
fered with.

to

to direct such Improvements to be made in the State and Condition of such Road, and within such Period as to him shall seem reasonable, and to impose any Penalty on the Company for not carrying into effect such Improvements, not exceeding Five Pounds *per* Day, as to such Sheriff may seem just.

Provision  
as to Parish  
and Private  
Roads.

LVII. And be it further enacted, That in all Cases where the said Company shall, in the Course of making the said Railway or any of the Works therewith connected, use or interfere with any public Roads, not being Turnpike Roads, or any Parish Roads or private Roads, the said Company shall and they are hereby required to maintain and keep such public, Parish, or private Roads as may be so used or interfered with, or such Roads as may be substituted in lieu of such Roads during the Continuance of such Works, in as good a State of Repair as they were in at the Time when the said Company began to use the same, and shall leave the same in such State of Repair as aforesaid at the Conclusion of their said Use thereof; and if any Difference shall arise as to the State or Condition of any such Roads, either before or after the Operations of the said Company, the Question shall be referred to the Sheriff of the County in which such Roads shall be situated, who shall have Power to direct such Repairs to be made in the State and Condition of such Road, and within such Period, as to him shall seem reasonable, and to impose on the said Company for not carrying into effect such Repairs any Penalty, not exceeding Five Pounds *per* Day, as to such Sheriff may seem just.

Company  
to erect a  
Screen on  
Side of Rail-  
way in case  
of Danger  
to Passen-  
gers upon  
Turnpike  
Roads.

LVIII. And be it further enacted, That in case the said intended Railway shall at any Time or Times hereafter from its near Approach to any Turnpike Road occasion Danger to the Travellers on such Road in consequence of Horses being frightened by the Sight of the Engines and Carriages travelling upon the said Railway, it shall be lawful for the Trustees of the said Road, or any Person by them duly authorized, to make Complaint thereof to the Sheriff of the County wherein such Turnpike Road shall be situate, who shall summon the Clerk or Treasurer for the Time being of the said Company, or One of the Directors thereof, before him, to answer such Complaint; and if it shall appear to such Sheriff that the said Complaint is reasonable, then the said Company, within such Time as shall be ordered by the said Sheriff in that Behalf, and after Notice of such Order served upon them, or their principal Engineer, Clerk, or other Officer, or upon any Director, within such Time as shall be appointed by the said Sheriff shall commence, and within such Time as shall be appointed by the said Sheriff complete, such Works in the Nature of a Screen near to or adjoining the Sides of the said Turnpike Road or of the said intended Railway as shall be directed by the said Sheriff, so as to prevent such Danger to Travellers upon the said Turnpike Road; and in case such Company shall neglect within the Time appointed in that Behalf to commence or shall not continue to execute such Works until the due Completion thereof, or shall not complete the same within the Time in that Behalf appointed, the said Company shall forfeit and pay for every Day during which the said Company shall not commence or shall  
not

not proceed in the Completion of such Works, or during which the said Works shall not be completed after the Time appointed for the Completion thereof, the Sum of Twenty Pounds, to be recoverable by the Commissioners or Trustees of the said Turnpike Road from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by this Act.

LIX. And be it further enacted, That where the said Railway shall cross any Turnpike Road or public Carriageway, either such Turnpike Road or public Carriageway shall be carried over the said Railway, or the said Railway shall be carried over such Road or Way, at the Expence of the said Company, by means of a Bridge or Tunnel, of such Height and Width, and with such an Ascent or Descent, as are by this Act in that Behalf provided.

Railway not to cross Turnpike Roads or public Carriageways on a Level.

LX. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any Turnpike Road, the Span of the Arch of such Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Twenty-five Feet, and of a Height from the Surface of such Turnpike Road to the Centre of such Arch of not less than Sixteen Feet, and with Abutments of not less than Ten Feet in Height, and the Descent under any such Bridge shall not exceed One Foot in Thirty Feet, except the Bridge to be erected over the Turnpike Road at the East End of *Linlithgow*, which may be of the Height of only Fifteen Feet; and where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any public Carriage Road not being a Turnpike Road, the Span of the Arch of such last-mentioned Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such last-mentioned Arch of not less than Fifteen Feet, and of a Height from the Surface of such public Carriage Road not being a Turnpike Road to the Centre of such Arch of not less than Fifteen Feet, and with Abutments of not less than Ten Feet in Height, and the Descent under any such last-mentioned Bridge shall not exceed One Foot in Twenty Feet; and where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any private Carriage Road or Occupation Way, the Span of the Arch of such last-mentioned Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of such private Carriage Road or Occupation Way to the Centre of such Arch of not less than Fifteen Feet, and the Descent under any such last-mentioned Bridge shall not exceed One Foot in Eighteen Feet, and with Abutments of not less than Ten Feet in Height.

Regulations as to Width and Height of Bridges for carrying Railway over Roads.

LXI. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road, public Highway, or Occupation Road over the said Railway, the Road over such Bridge shall

Regulating Ascent of Bridges for carrying

[Local.]

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be

public Roads  
over the  
Railway.

be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Twenty-five Feet for the Purpose of a Turnpike Road, and for the Purpose of any public Highway of not less than Fifteen Feet, and for the Purpose of any Occupation Road of not less than Fifteen Feet; and the Ascent of every such Bridge for the Purpose of such Turnpike Road shall not be more than One Foot in Thirty Feet, and for the Purpose of any such public Highway not being a Turnpike Road not more than One Foot in Twenty Feet, and with respect to any private Carriage Road or Occupation Way not more than One Foot in Fifteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Regulation  
as to Foot-  
paths.

LXII. And be it further enacted, That the said Railway shall not be made across any public Footpath on the Level without an Order of the Sheriff of the County where the said Crossing is proposed to be, on an Application to him by the said Company not sooner than Ten Days after public Notice thereof affixed to the Church Doors of the Parishes in which the Footpath affected by such Crossing shall be situate, and with such convenient Ascent and Descent, where necessary, upon the Sides of the Embankments and Cuttings of the said Railway, as may be deemed requisite by such Sheriff.

Openings  
into Tunnels  
not to be  
made in pub-  
lic High-  
ways, &c.

LXIII. And be it further enacted, That in case it shall be found requisite to form Shafts, Pits, Eyes, or Openings to or from any Tunnel to be made for the Purposes of this Act, it shall be lawful for the said Company to sink and construct such Shafts, Pits, Eyes, or Openings in such Places as the said Company shall think necessary; but such Shafts, Pits, Eyes, or Openings shall not be sunk or constructed in any House, Yard, Offices, or Garden, or in any Canal or Canal Bank or Towing Path, or in any public Highway or private Road.

Providing  
Compensa-  
tion to the  
Trustees of  
the Bathgate  
and Airdrie  
Road.

LXIV. And whereas the said Railway is intended to be carried through the Counties of *Linlithgow* and *Lanark* in such Manner as materially to prejudice and interfere with the Road from the new Bridge over the Water of *Almond* on the Confines of the Counties of *Edinburgh* and *Linlithgow* to *Baillieston* in the County of *Lanark*, by *Bathgate* and *Airdrie* in the said Counties: And whereas large Sums of Money have been expended on the said Road, and considerable Debt is now due and owing in consequence thereof by the Trustees of the said Road, who have rendered themselves individually responsible for the Payment of the same: And whereas the said Railway is intended to cross the said Road, and it has been deemed expedient that the said Trustees should, under the special Circumstances before recited, be relieved from their Liability in respect to a Portion of the said Debt in manner herein-after mentioned; be it therefore enacted, That the said Company shall and they are hereby required to pay to the said Trustees the Sum of Seventeen thousand five hundred Pounds Sterling, to be applied by them, at Sight of the said Company, towards uplifting the Debts now due and owing on the said Road, by paying such of the Creditors holding the personal Obligations of Trustees, and those who have advanced Sums of Money in discharging personal Obligations

tions granted on account of said Road, or who are now in Right thereof, as shall be directed by the Trustees so liable, and in so far discharging and cancelling such Obligations, such Sum to be paid at the Terms following; (that is to say,) Six thousand five hundred Pounds, Part thereof, before the said Company shall exercise any of the Powers by this Act given with regard to the taking of Land; Eleven thousand Pounds, other Part thereof, paying Interest thereon in the meantime after the Rate of Four Pounds *per Centum per Annum* from the Period last before mentioned, at or at any Time before the opening of the said Railway through the said County of *Linlithgow*; which last-mentioned Sums of Six thousand five hundred Pounds and Eleven thousand Pounds shall be a Charge on the said Railway, and be entitled as such to Priority of Payment in preference to any other Debt charged thereon.

LXV. And whereas it is alleged that the said Railway will also materially prejudice and interfere with the Turnpike Road in the County of *Mid Lothian* known as the *Corstorphine* Division or District Road, upon which also large Sums of Money have been expended, and a considerable Debt is now due and owing in consequence thereof by the Trustees of such last-mentioned Road, who have rendered themselves individually responsible for the Payment of the same, and it has in like Manner been deemed expedient that such last-mentioned Trustees should also, under the Circumstances, be relieved from their Liability in respect of a Portion of such last-mentioned Debt in manner herein-after mentioned; be it therefore enacted, That the said Company shall and they are hereby required, when and so soon as the said Railway shall be opened from *Edinburgh* to *Linlithgow*, to pay to the Trustees of such last-mentioned Road such a Sum of Money as shall be equal to One Fourth Part of the principal Debt which may at that Time be due in respect of such Road upon the personal Liability of the said Trustees as aforesaid, in case such principal Debt shall be less than the Sum of Five thousand eight hundred Pounds; but in case the same shall amount to or shall exceed such last-mentioned Sum, then the said Company shall and are hereby required to pay the Sum of One thousand four hundred and fifty Pounds only, being One Fourth of the Sum of Five thousand eight hundred Pounds now due upon such last-mentioned Road as aforesaid; such Sum or Sums, when so paid, to be applied by the said Trustees, at Sight of the said Company, towards uplifting the said Debt, or the Balance thereof due and owing on the said last-mentioned Road, by paying such of the Creditors holding the personal Obligations of Trustees in respect of such Debt as shall be directed by the Trustees so liable, and in so far discharging and cancelling such Obligations.

Providing  
Compensa-  
tion to the  
Trustees of  
the *Corstor-*  
*phine* Road.

LXVI. And whereas it is also alleged that the said Railway will materially prejudice and interfere with certain Turnpike Roads, under the Charge of the Trustees for executing the Act of the Tenth Year of His late Majesty King *George* the Fourth, Chapter Fifty-eight, intituled *An Act for making and repairing the Road from Linlithgow Bridge to Stirling*: And whereas large Sums of Money have been expended

Providing  
Compensa-  
tion to the  
Trustees of  
*Stirlingshire*  
Roads.

pended upon the Roads managed by the said Trustees, and a considerable Debt is now due and owing in consequence thereof by the Trustees upon the said Roads, who have rendered themselves individually responsible for the Payment of a Part of the same: And whereas the said Railway is intended to run nearly parallel with certain of the said Roads; and it has, in like Manner, been deemed expedient that such Trustees should, under the Circumstances, be relieved from their Liability in respect of a Portion of the said Debt, in manner herein-after mentioned; be it therefore enacted, That the said Company shall and they are hereby required, when and so soon as the said Railway shall be opened from *Glasgow* to *Falkirk*, to pay to the Trustees of the said *Linlithgow* Turnpike Road the Sum of One thousand two hundred and fifty Pounds Sterling, and the like Sum of One thousand two hundred and fifty Pounds Sterling as soon as the Railway shall be opened from *Glasgow* to *Linlithgow Bridge*, with Interest upon the said Sums after the Rate of Four Pounds *per Centum per Annum* from the respective Terms foresaid until paid; such Sum or Sums when so paid to be applied by the said Trustees, at the Sight of the said Company, towards uplifting the said Debt, or the Balance thereof due and owing on the Roads under their Charge, by paying such of the Creditors holding the personal Obligations of the Trustees in respect of such Debt as shall be directed by the Trustees so liable, and in so far discharging and cancelling such Obligations.

Money paid  
by the Com-  
pany to be a  
Charge on  
the said  
Roads.

LXVII. And be it further enacted, That the said Sums, when so respectively paid and applied as aforesaid, with Interest thereon after the Rate of Four Pounds *per Centum per Annum* from the Payment thereof respectively, shall respectively be and remain as valid and effectual Charges upon the said several Roads, and on the Tolls leviable thereon respectively, postponed with regard to the *Bathgate* and *Airdrie* Road to the Sum of Sixty-two thousand three hundred and thirty-four Pounds Five Shillings and Nine-pence now charged thereon, and with regard to the said *Corstorphine* Road to the Sum of Five thousand eight hundred Pounds now charged upon such last-mentioned Road, and with regard to the Roads managed under the said Act of the Tenth Year of the Reign of His late Majesty King *George* the Fourth, Chapter 58, to the Sum of Thirty-eight thousand seven hundred and twenty-three Pounds Sterling, now charged thereon, in so far as the said Debts respectively shall not be extinguished by the said Payments; and the said Trustees respectively are hereby authorized and required to grant and execute to the said Company, at the Expence of the said Company, such Receipts, Conveyances, and other Deeds as they may from Time to Time require in further Corroboration of the several Mortgages hereby constituted: Provided always, that notwithstanding such Postponement of the Repayment of the Principal Monies as aforesaid the said Company shall, so long as the Revenue on the said several Roads shall be sufficient to cover not only the Expenditure but to pay the Interest on the prior Debts thereon respectively as before stated, be entitled to draw and receive Interest after the Rate aforesaid in respect of the Sums so paid by them as before mentioned.

LXVIII. And



LXVIII. And be it further enacted, That, until the Money advanced by the said Company to the said Trustees respectively shall be repaid, the said Company shall, as regards the said *Bathgate* and *Airdrie* Road, from and after the Payment of the said first Sum of Six thousand five hundred Pounds, and as regards the Roads managed under the said Act of the Tenth Year of the Reign of His late Majesty King *George* the Fourth, Chapter 58, from and after the Payment of the said first Sum of One thousand two hundred and fifty Pounds, and as regards the said *Corstorphine* Road from and after the Payment of the Money herein-before provided to be paid to the Trustees of the said Road from and after the Payment of the Money herein-before provided to be paid to the Trustees of such last-mentioned Road, be authorized and empowered by their Chairman or Deputy Chairman, or One of the Directors of the said Company, to attend the several Meetings of the said several Trustees, when and so often as the same may be held, and to vote as a Trustee in the Management of the said respective Roads, and to exercise a Veto on any Resolution occasioning an extraordinary Expenditure or Diminution of the Annual Revenue thereof, subject nevertheless to Appeal by the said Trustees to the Commissioners on the Highland Roads, or to some other Body or Person, to be mutually agreed on by the said Trustees respectively with whom any Dispute may arise and the said Company.

Company to vote as a Trustee at Meetings of Trustees of said Roads, and to exercise a Veto in certain Cases.

LXIX. And whereas it is also alleged that the said Railway will materially prejudice and interfere with the Turnpike Road from *Carlowrie Bridge* on the River *Almond* to *Linlithgow Bridge* on the River *Avon* in the County of *Linlithgow*, known as the *Linlithgow* Turnpike Road, upon which likewise large Sums of Money have been expended, and a considerable Debt is now due and owing in consequence thereof by the Trustees upon the said Road, who have rendered themselves individually responsible for the Payment of the same: And whereas the said Railway is intended to run nearly parallel with and to cross the said Road at Two different Places, *videlicet*, at or near *Winchburgh* and at or near *Linlithgow*, and it has in like Manner been deemed expedient that such Trustees should, under the Circumstances, be relieved from their Liability in respect of a Portion of the said Debt, in manner herein-after mentioned; be it therefore enacted, That the said Company shall and they are hereby required, when and so soon as the said Railway shall be opened from *Edinburgh* to *Linlithgow*, to pay to the Trustees of the said *Linlithgow* Turnpike Road the Sum of Four hundred and fifty Pounds Sterling, and the like Sum of Four hundred and fifty Pounds Sterling as soon as the Railway shall be opened from *Edinburgh* to *Glasgow*, with Interest upon the said Sums from the said respective Terms until paid; such Sum or Sums, when so paid, to be applied by the said Trustees, at the Sight of the said Company, toward uplifting the said Debt, or the Balance thereof due and owing on the said last mentioned Road, by paying such of the Creditors holding the personal Obligations of the Trustees in respect of such Debt as shall be directed by the Trustees so liable, and in so far discharging and cancelling such Obligations.

Providing Compensation to the Trustees of the *Linlithgow* Road.

Providing  
Compens-  
ation to the  
Trustees of  
the Cumber-  
nauld and  
Kirkintil-  
loch Roads.

LXX. And whereas it is also alleged that the said Railway will materially prejudice and interfere with the Turnpike Roads under the Charge of the Trustees for executing the Act of the Third Year of the Reign of His late Majesty King George the Fourth, intituled *An Act for making certain Roads in the Counties of Lanark, Stirling, and Dumbarton*: And whereas large Sums of Money have been expended upon the Roads managed by the said Trustees, and a considerable Debt is now due and owing in consequence thereof by the Trustees upon the said Roads, who have rendered themselves individually responsible for the Payment of a Part of the same: And whereas the said Railway is intended to run nearly parallel with and to cross the said Roads at Two different Places, and it has in like Manner been deemed expedient that such Trustees should, under the Circumstances, be relieved from their Liability in respect of a Portion of the said Debt, in manner herein-after mentioned; be it therefore enacted, That the said Company shall and they are hereby required, when and so soon as the said Railway shall be opened from *Glasgow* to *Castle Carry*, to pay to the Trustees of the said Turnpike Roads the Sum of Two thousand five hundred Pounds Sterling, with Interest upon the said Sum from the said Term until paid, such Sum, when so paid, to be applied by the said Trustees, at the Sight of the said Company, towards uplifting the said Debt, or the Balance thereof due and owing on the said Turnpike Roads, by paying such of the Creditors holding the personal Obligations of the Trustees in respect of such Debt as shall be directed by the Trustees so liable, and in so far discharging and cancelling such Obligations.

Money paid  
by the Com-  
pany to be  
charged on  
the several  
Roads.

LXXI. And be it further enacted, That the said Sums, when so respectively paid and applied as aforesaid, with Interest thereon at the marketable Rate for the Time being, shall respectively be and remain valid and effectual Charges upon the said several Turnpike Roads, and on the Tolls respectively leviabie thereon, immediately postponed, as regards the said *Linlithgow* Turnpike Road, to such Part of the Sum of Four thousand one hundred and sixty-six Pounds Seven Shillings and Ten-pence now charged thereon as shall not be extinguished by the said Payments; and as regards the said Turnpike Roads in the Counties of *Lanark, Stirling, and Dumbarton*, to such Part of the Sum of Ten thousand Pounds now charged thereon as shall not be extinguished by the foresaid Payment; and the said Trustees respectively are hereby authorized and required to grant and execute to the said Company, at the Expence of the said Company, such Receipts, Conveyances, and other Deeds as they may from Time to Time require in further Corroboration of the Mortgages hereby constituted: Provided always, that notwithstanding such Postponement of the Repayment of the Principal Sums of Money aforesaid the said Company shall, so long as the Revenue on the said respective Turnpike Roads shall be sufficient to cover not only the Expenditure but to pay the Interest on the prior Debt thereon, as before stated, at the marketable Rate, be entitled to draw and receive Interest after the Rate aforesaid in respect of the Sums so paid by them as before mentioned.

LXXII. And

LXXII. And be it further enacted, That until the Money advanced by the said Company to the said several last-mentioned Turnpike Road Trustees shall be repaid, the said Company shall, as regards the said *Linlithgow* Turnpike Road, from and after the Payment of the first Sum of Four hundred and fifty Pounds as aforesaid, and as regards the said Turnpike Roads in the Counties of *Lanark, Stirling,* and *Dumbarton*, from and after the Payment of the Money hereinbefore provided to be paid to the Trustees of the said Roads, be authorized and empowered, by their Chairman or Deputy Chairman, or One of the Directors of the said Company, to attend the several Meetings of the said several Turnpike Road Trustees, when and so often as the same may be held, and to act and vote as a Trustee in the Management of the said several Turnpike Roads.

Company to  
vote as  
Trustee at  
the Meetings  
of Trustees  
of said  
Roads.

LXXIII. And be it further enacted, That the said Company shall, at their own Expence, make and erect and from Time to Time maintain such and so many convenient Gates in, upon, or adjoining the said Railway and Works, and such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner as the said Company may deem proper and necessary, for inclosing, protecting, and draining the said Railway and Works, and the Lands adjoining thereto, or as shall be deemed necessary and appointed, on the Application of any Owner or Occupier of Lands through or in which the said Railway or Works may be made, by the Sheriff of the County in which such Part of the Railway or Works may be locally situated, (in case there shall be any Dispute about the same,) for the Use of such Owner or Occupier, not only for the commodious Use and Occupation of the Lands on either Side of the said Railway, and for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act, but also for conveying the Water clear from the Lands adjoining or lying near to the said Railway, without obstructing or impeding the same, to the Prejudice of any of the said Lands, and for enabling any Person occupying Lands adjacent thereto, and in use to be irrigated or watered by means of any neighbouring Rivers, Brooks, Streams, or Springs of Water, to irrigate and water such adjacent Lands, and to make and maintain Watering Places and Supplies of Water equal to those which may have been destroyed or injured by the Operation of the said Railway, or otherwise to give full and sufficient Satisfaction for the same as may be determined by the Sheriff of the County in which the said Lands may be situated, or a Jury to be appointed under the Powers of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages, and from  
Time

Company to  
erect Gates,  
Fences, &c.

Time to Time to maintain the same, the said Company, their Agents and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages, in Carts and other Carriages, across or along such Lands, in such Manner as to do as little Damage as may be to the same; and in case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages as herein-before directed, or any of them, for the Space of Twenty Days next after the Time to be appointed for those Purposes respectively by such Sheriff, it shall be lawful for the respective Owners or Occupiers of the said Lands who shall find themselves aggrieved by such Neglect or Refusal to make and erect or (as the Case may require) to maintain and repair such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages as the said Sheriff shall have before directed or appointed to be made and erected as aforesaid, so that in making, erecting, repairing, or maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages as aforesaid the said Railway or Works shall not be obstructed for any longer Space of Time or be used in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof, together with all Damages occasioned by the Neglect or Delay, shall be repaid by the said Company to the respective Owners or Occupiers of the said Lands who shall have so made and erected, repaired and maintained such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages as aforesaid: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, Watering Place, or Passage shall be required to be erected or made, or shall be erected or made over or under the said Railway or any Part thereof, at or in any Place or Manner at or in which the same would, if so erected or made, prevent or obstruct the working or using the said Railway: Provided also, that all such Gates shall open towards the Land adjoining the said Railway, and not towards the said Railway; and that the Power to cause such Gates, Bridges, Hollows, Arches, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, or Passages as aforesaid to be erected at the Expence of the said Company, shall, where the Lands are possessed by Fiars, cease after the Expiration of Two Years from the Completion of the said Railway.

Owners of Lands empowered to erect Gates, &c. in case of Insufficiency of those erected by Company.

LXXIV. And be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, or Passages made or erected by the said Company, or which the said Sheriff shall have so directed or appointed to be made or erected by the said Company, are insufficient, either in Number or Situation, for the commodious Use or Occupation of the respective Lands through which the said Railway shall pass,

pass, it shall be lawful for any such Owner or Occupier, with the Consent of the said Company, upon a Request in Writing made to them, or in case of their Refusal for the Space of Twenty Days next after such Request then with the Consent of the said Sheriff, on an Application made in a summary Form to him, and served on the said Company, and after due hearing of their Objections, to make and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, or Passages, of the same or like Construction or Form with those made and erected by the said Company, over, under, or by the Side of or leading to or from the said Railway, in such Places as shall be found and adjudged most convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands, provided that such Gates shall open towards the Land adjoining the said Railway, and not towards the Railway; and such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages shall thenceforth be repaired and maintained by and at the Expence of the respective Owners or Occupiers for the Time being of the respective Lands the respective Owners or Occupiers of which shall have made or erected the same: Provided always, that the Passage to or upon the said Railway be not prevented or obstructed by any such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages, either during the original Construction or subsequent Repair thereof, or otherwise thereby, and that the same shall be constructed under the Superintendence of and according to Plans and Specifications to be approved of by the Engineer to the said Company for the Time being, if the Directors thereof shall so desire it, the Execution of such Plans not involving a greater Expence than that incurred in the Execution of those adopted by the said Company in similar Cases.

LXXV. And be it further enacted, That nothing in this Act contained shall extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway, or any other Persons, from laying down, either upon their own Lands or upon the Lands of other Persons with the Consent of such Persons, any collateral Branches from their respective Lands to communicate with the said Railway, for the Purpose of bringing Carriages to or from or upon such Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication in such Places where the said Communication can be made without Prejudice or Injury to the said Railway, and without Inconvenience to the Traffic thereupon; and the said Company shall not receive any Rate or Toll or Sum for the passing of any Passengers, Goods, or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid: Provided always, that no such Branch Railway shall run parallel to the Railway hereby authorized to be made; and provided further, that the said Company shall not be bound to make any such Openings in the Ledges or Flanches of the said Railway, for the Purpose of effecting such Communication, in any Places

Act not to prevent Owners of adjoining Lands from making Branches to communicate with the Railway; .

[Local.]

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where

where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane, or Bridge, nor in any Tunnel; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company as to the proper Places for making any such Openings in the Ledges or Flanches of the said Railway for the Purpose of such Communication, then the same shall be referred to the Decision of the Sheriff of the County wherein such Communication is proposed to be effected, whose Determination, after hearing Parties in such Form as he may think necessary, and after the Examination of such competent Witnesses as may be produced before him, shall be binding; and such Sheriff is hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly: Provided also, that the Persons making or using such Branch Railways to communicate with the said Main Railway shall be subject to all such Bye Laws with respect to the Passage upon or across the said Main Railway, and otherwise, as shall be from Time to Time made by the Directors of the said Company, and shall be bound to construct and from Time to Time renew the Offset Plates and Switches according to the most approved Plan adopted by the said Company, and under the Direction of their Engineer.

nor to make  
Communications across  
the Railway.

LXXVI. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner of any Lands adjoining the said Railway from making any Bridge or Culvert for carrying any private Railway over or under the said Railway hereby authorized to be made by the said Company, and to use such Bridge or Culvert so made by him for the Benefit of himself and of all other Persons to whom he may from Time to Time give Leave, so that such Bridge or Culvert do no Injury to and do not prevent the free Passage upon the Railway hereby authorized to be made by the said Company; and all such Bridges and Culverts shall be made and erected and from Time to Time repaired or renewed under the Superintendence of the Engineer of the said Company, in such Manner as not to prevent or obstruct the Passage to or upon the said Railway, and according to Plans and Specifications to be submitted to and approved of by such Engineer previously to the commencing of such Railways, Bridges, and Culverts respectively: Provided also, that in case such Engineer shall neglect or refuse to give his Opinion upon such Plan and Specification within the Space of One Month, then such Plan and Specification shall be submitted to the Sheriff of the County within which such Bridge or Culvert is intended to be made or erected, who shall, after hearing Parties, make such Order therein as he shall think proper: Provided nevertheless, that in case any Damage or Obstruction shall by reason or in consequence of any such Bridge or Culvert, or by the Want of Repair thereof, be done or occur to or in the Railway or Works by this Act authorized to be made by the said Company, the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners for the Time being of the Land for whose Benefit any such Bridge or Culvert may be made

made or continued; and if the same shall not be forthwith done it shall be lawful for the said Company to repair such Damage, or to remove such Obstruction, and to recover the Expences attending the same from the said respective Owners, upon a summary Application to the Sheriff of the County.

LXXVII. And be it further enacted, That all Persons opening any Gate set up across the said Railway, or any Gate set up at either Side of the said Railway, shall and they are hereby respectively required, as soon as they, and the Carriages, Cattle, or other Animals or Things under their Care, or which they may accompany, shall have passed through the same, to shut and fasten the said Gate; and every Person neglecting so to do shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Gates opening upon the Railway to be shut and fastened after Persons have passed through them.

LXXVIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation (who shall be willing to sell the same) for the Purchase of or obtaining in Feu Farm any Lands, not exceeding in the whole Fifty Statute Acres, in addition to the Lands hereinbefore authorized to be taken and used, in such Places as shall be deemed eligible, for the Purpose of making and providing additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Weighing Machines, Toll Houses, Offices, Warehouses, and other Buildings and Conveniences for the Accommodation of Passengers, or for receiving, depositing, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto or to the said Railway, or for any other Purposes whatsoever connected with the Undertaking by this Act authorized which the said Company shall judge requisite; and it shall be lawful for all Persons and Corporations, including especially such Persons and Corporations as are by this Act capacitated to sell, feu, and convey other Lands, and to release and discharge all real Burdens and Incumbrances for the Purposes of this Act, to sell or grant in Feu Farm and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein mentioned, or any of them, and to release and discharge all real Burdens and Incumbrances thereon, in the same Manner as is herein directed concerning the Lands to be taken for the Purpose of making the said Railway and Works.

Empowering Company to purchase Fifty Acres of Land for the Purpose of additional Stations.

LXXIX. And be it further enacted, That it shall be lawful for the said Company to sell and dispose of such additional Lands as they are by this Act empowered to purchase and shall have actually purchased for the Purposes of additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Weighing Machines, Toll Houses, Offices, Warehouses, and other Buildings and Conveniences as herein authorized, or such Parts of such Lands as the said Company shall think proper, and in such Manner and for such Considerations and to such Persons as the said Company shall think proper, and again to purchase other Lands from Parties who may be willing to sell the same, which the said Company shall deem more

Company authorized to sell such additional Lands, and to purchase other Lands for the same Purposes.

more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner herein mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number of Acres to be purchased and held by the said Company for the Purposes herein mentioned shall not exceed at any One Time the Number of Acres for those Purposes expressly specified or allowed in this Act.

Restraining Company from purchasing more than Fifty Acres of Land for additional Stations from incapacitated Persons.

LXXX. Provided always, and be it enacted, That it shall not be lawful for the said Company to purchase, for any of the Purposes lastly herein-before mentioned, more than Fifty Statute Acres of Land from any Corporation, Heir of Entail, Liferenter, Husband, Tutor or Curator, or other Guardian, Judicial Factor or Trustee for charitable or other Purposes, or any Executor or Administrator, or any Infant, Minor, Issue unborn, Bankrupt, Lunatic, Idiot, Married Woman, or other Person being under legal Disability or Incapacity, and who would not be enabled to sell and convey the said Lands except under the Powers of this Act; and in case the said Company shall purchase such Fifty Statute Acres from any Person or Corporation under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Fifty Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same, or of or from any other Person or Corporation, being under legal Disability or Incapacity, nor for the same nor for any other Person or Corporation being under legal Disability or Incapacity to sell to the said Company, any other Lands in lieu of such Fifty Statute Acres of Land, or any Part thereof, so sold or disposed of by the said Company.

Satisfaction to be made for Lands taken for the Railway.

LXXXI. And be it further enacted, That all Persons and Corporations by this Act capacitated to sell, feu, and convey any Lands, or to release and discharge Lands from Feu Duties, Ground Annuals, Casualties of Superiority, or other Real Burdens or Incumbrances secured thereon, and the respective Owners, Lessees, and Occupiers of any Lands through or upon which the said Railway and other Works hereby authorized are intended to be made, may agree to accept and receive, and may, subject to such Restrictions as in this Act are contained as to the Payment thereof, accept and receive Satisfaction or Compensation for the Value of such Lands, or of the Interest therein by them conveyed, and also Compensation for any Damage by them sustained by reason of the severing or dividing such Lands, and also for and on account of any Loss or Damage which may be sustained by such Persons and Corporations by reason of the taking thereof, in such gross Sums or annual Payments as shall be agreed upon between the said Owners, Lessees (including Persons hereby capacitated as aforesaid), and Occupiers respectively, and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, or Compensation, the same respectively, or either of them, concerning which they do not so agree, shall be ascertained and settled, if required, by the Verdict of a Jury, as herein is directed.

LXXXII. And



LXXXII. And be it further enacted, That it shall be lawful for all Corporations, Heirs of Entail, Liferenters, Husbands, Tutors and Curators or other Guardians, Judicial Factors, Trustees for charitable or other Purposes, Executors and Administrators, and all other Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors in the said Property, but also for and on behalf of those for whom they may act, whether Infants, Minors, Issue unborn, Bankrupts, Lunatics, Idiots, Married Women, or other Persons, and it shall also be lawful for all Married Women who shall have Right to or be possessed of or interested in such Lands, either absolutely or by virtue of any Right of Terce, or other Right, and for all and every Person whomsoever who shall have Right to or be interested in any such Lands, to contract for, sell, feu, or convey to the Company all or any Part thereof; and all such Contracts, Sales, Feus, Charters, and Conveyances shall be valid and effectual, notwithstanding the limited or defeasible Nature of the Right and Title, or the Inability or Incapacity of the Parties so contracting, selling, feuing, or conveying, any Law or Custom or Prohibition in the Titles of such Property to the contrary notwithstanding; and all such Corporations and Persons aforesaid so contracting, selling, feuing, or conveying are hereby indemnified from what they shall so do in pursuance of this Act; and all Contracts or Agreements *bonâ fide* made or entered into in manner and according to the Provisions herein mentioned with the Person or Corporation for the Time being in Possession or in Receipt of the Rents and Profits of any such Lands with respect to the Price or Compensation to be paid for the same, or for any Damage, Loss, or Inconvenience to be sustained by reason of the Execution of this Act, shall be valid and effectual against all Parties interested in such Lands; and all such Contracts, Sales, Feus, Charters, and Conveyances shall be made at the Expence and by the Agent of the Company, and according to the Forms usual in such Cases in *Scotland*, or, in the Option of the said Company, the said Feus and Conveyances may be according to or as near as may be in the following Form :

Persons under legal Disability and others empowered to sell and convey Lands.

‘ I of in consideration Form of  
 ‘ of the Sum of paid to me by the [Name Conveyance.  
 ‘ of the Company], do hereby sell, alienate, and dispone to the said  
 ‘ Company all and whole [describe the Premises conveyed], and all  
 ‘ my Right, Title, and Interest in and to the same and every Part  
 ‘ thereof, to be holden by the said Company and their Successors for  
 ‘ ever, in Terms of an Act passed in the Year of Her present Ma-  
 ‘ jesty, intituled [here set forth the Title of this Act, and any Con-  
 ‘ ditions of the Feu or Conveyance]; and I consent to the Regis-  
 ‘ tration hereof in the Books of Council and Session, or others  
 ‘ competent for Preservation and Execution, and also in the Re-  
 ‘ gister of Sasines, Reversions, &c. for Publication, and thereto con-  
 ‘ stitute my Procurators. In witness whereof  
 ‘ I have subscribed these Presents [here insert a testing Clause,  
 ‘ according to the Form of the Law of Scotland].’

Which Feus or Conveyances, being duly executed, and being registered in the Particular Register of Sasines kept for the County or Dis-  
 [Local.] 17 D trict

tract in which the Lands are locally situated, or in the General Register of Sasines for *Scotland* presently kept at *Edinburgh*, within Sixty Days from the last Date thereof, which the respective Keepers of the said Registers are hereby authorized and required to do, shall give and constitute a good and undoubted Right and complete and valid Feudal Title in all Time coming to the said Company of Proprietors, and their Successors and Assigns, to the Premises therein described, any Law or Custom to the contrary notwithstanding: Provided always, that nothing herein contained shall authorize the Proprietors of any entailed Lands to convey the same in Feu Farm to the said Company, unless the Deed under which such Lands are held shall authorize such Mode of Sale.

Power to obtain Discharge of Lands wanted from Burdens constituted thereon.

LXXXIII. And be it further enacted, That where any Lands purchased or intended to be purchased by the said Company shall be subject solely, or jointly with other Lands not so purchased or intended to be purchased, to any Feu Duty, Ground Annual, Casualty of Superiority, or other real Burden or Incumbrance, it shall be lawful for the said Company to require or agree for the Release and Discharge of the Lands so purchased or intended to be purchased from such Burden or Incumbrance, and also (where necessary or convenient) to require or agree for an Apportionment of such Burden or Incumbrance, for such gross Sum as shall be settled between the said Company and the Party who under the Provisions of this Act shall be entitled to release, discharge, or apportion the same, and which Agreement shall and may be entered into by all Persons and Corporations by this Act authorized and empowered or capacitated to sell, feu, or convey Lands; and in case any Difference shall arise respecting the Value of such Burden or Incumbrance, or respecting the Apportionment thereof, the same shall be determined by a Jury, in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof, and Notice of the Time and Place of Meeting of such Jury being given to the Owner of such Land in like Manner as other Notices for the same Purpose are herein-after required to be given; which Jury shall assess and determine the Value of the Burden or Incumbrance affecting the Lands purchased or intended to be purchased, and shall also (where necessary or convenient) apportion the Burden or Incumbrance affecting the Lands jointly subject thereto, as herein-before mentioned, according to the respective Values of the Lands purchased or intended to be purchased and of the Lands not purchased or intended to be purchased by the said Company; and thereafter the Person or Corporation entitled to release, discharge, or apportion such Burden or Incumbrance shall be bound and obliged, on Payment or Consignation in manner herein provided of the Value of the Burden or Incumbrance thus assessed or determined, or on being thereunto otherwise legally required, to make, execute, and deliver all and every such Deed as shall be requisite for the Purpose of discharging or apportioning such Burden or Incumbrance (as the Case may be); and all Agreements, Releases, Discharges, or other Deeds which shall be made by and between the said Company and any such Party as aforesaid, or in favour of the said Company, shall be valid and effectual, and shall extinguish the Whole or  
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a proportionate Part of such Feu Duty, Ground Annual, Casualty of Superiority, or other real Burden or Incumbrance (as the Case may be), provided the said Agreement, Release, Discharge, or other Deed shall have been recorded in the General or Particular Register of Sasines, Reversions, &c. in the Manner required by Law: Provided always, that when the Party entitled to and in right of such Burden or Incumbrance shall consider the remaining Part of the Land so jointly subject, and the same shall in fact be, a sufficient Security for such Burden or Incumbrance, and shall be willing to release and discharge the Lands so purchased by the said Company therefrom, then and in such Case it shall be lawful for the Party entitled or by this Act capacitated to apportion such Burden or Incumbrance, or to release and discharge the Lands so purchased therefrom (with the Consent of the Owner of the Lands so purchased, and also of the Owner of the other Lands so jointly subject as aforesaid, such Owner not being under legal Disability or Incapacity), to release and discharge the Lands so purchased as aforesaid from the Burden or Incumbrance so affecting the same as aforesaid jointly with other Lands, on condition or in consideration of such other Lands continuing or remaining wholly and exclusively subject to the Whole of such Burden or Incumbrance: Provided also, that when any of the Lands purchased by the said Company shall be released and discharged from a Portion of any Burden or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall be liable only for the Remainder of such Burden or Incumbrance, and such Apportionment shall not prejudice the Title to the remaining Feu Duty, Ground Annual, Casualty of Superiority, or other real Burden or Incumbrance, or the Right to enforce the same, but the same shall at all Times thereafter remain as effectual as if the Lands not so purchased had been originally liable for that Amount only.

LXXXIV. And be it further enacted, That all Persons and Corporations holding any Security by Lien, Wadset, Heritable Bond, redeemable Bond of Annuity, or Disposition in Security, over or to any Lands to be taken or used for the Purposes of this Act, shall, on Payment or Tender by the said Company, or by any Person by them authorized, of the Principal Money and Interest due thereon, or of the Value of the said Annuity, and the Penalty and Expences (if any) then due on the said Principal Money or Value of said Annuity, together with the Amount of Six Months Interest on the said Principal Money, or Interest for such shorter Period as may be fixed for Intimation of Payment and Redemption of the said Securities as after mentioned, immediately discharge their said Security, or, in the Option of the said Company, convey, assign, and transfer their Interest in and Right to the said Lands and Securities to the said Company, or to such Person and in such Manner as they shall appoint, and which Conveyance, Assignment, and Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit, or in the Form of such Deeds in *Scotland*; or in case the Holders of such Securities shall have Notice in Writing from the said Company, or from the Party or Parties entitled to exercise the

Holders of  
Heritable  
Securities to  
discharge or  
convey.

the Power of Redemption of the said Lands, that they will pay off the Principal Money and Interest which shall be due on the said Security at the End of Six Months (to be computed from the Day of giving such Notice), or at the End of such shorter Period as may be fixed for Intimation of Payment and Redemption by the said Securities, then at the End of such Six Months or shorter Period, on the Payment of the Principal Money and Interest so due, together with any Penalty or Expences then due, the Holders of such Securities shall discharge the same, or, in the Option of the said Company, convey, assign, and transfer their respective Interests in and Right to the said Lands and Securities to the said Company, or as they shall direct; and in case they shall refuse to discharge or convey, assign and transfer as aforesaid, on such Tender or Payment, then, from and after actual Payment or Consignment shall have been made in manner herein-after provided, all Interest on every such Security shall from thenceforth cease and determine: Provided always, that in case any Holder of such Security shall neglect or refuse to discharge or convey, assign and transfer as aforesaid, or in case of Doubt as to the Right or Title of such Holder, then upon Consignment of the Principal Money and Interest or Value of the said Annuity, and the Penalty and Expences (if any) due on any such Security as aforesaid, in one of the chartered Banks in *Scotland*, at or at any Time after the End of Six Months from the Day of giving such Notice as aforesaid, or after the End of such shorter Period as may be fixed for Intimation of Payment and Redemption by the said Securities in lieu of such Notice, and in addition to the said other Monies of Interest for Six Months or such shorter Period as aforesaid in advance, in Name or for Behoof of the Holder of such Security, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank; and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the Holder of such Security, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be entitled to take such legal Steps as may be necessary for making up a formal valid Title to such Security.

Directing in what Manner Disputes between the Company and certain Heritable Creditors shall be settled.

LXXXV. And be it further enacted, That in all Cases in which any Lands subject to any Security as aforesaid shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Money and Interest or Value of Annuity, with the Penalty and Expences, secured thereon, or in which a Part only of any Lands subject to such Security shall be required for the Purposes of this Act, and the Holder of Security shall not consider the remaining Part of such Lands to be sufficient for the Money secured thereon, or shall not be willing to release the Part of the Lands required for the Purposes of this Act from his Security, the Value of such Lands, or (as the Case may be) of such Part of such Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be settled and agreed upon by and between the Holder of such Security and the Person entitled to exercise the Power of Redemption of such Lands on the one Part, and the said Company on the other Part; and in case of any Difference between them,

them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to the Holder of such Security in satisfaction of his Claim, so far as the same will extend; and the Holder of such Security shall thereupon discharge his Security over the said Lands the Value whereof shall so have been agreed upon or determined as aforesaid, or, in the Option of the said Company, convey, assign, and transfer his Security to the said Company, so far as it extends over the said Lands, and to the Extent of the Sum paid to him; or in case of his neglecting or refusing to discharge, or to convey, assign, and transfer, as hereinbefore directed, then the Amount of such Value and Compensation shall be consigned in one of the chartered Banks in *Scotland* to the Credit of the Holder of such Security, as by this Act is provided in Cases of a like Nature; and such Payment or Consignment shall be and be accepted in satisfaction of the said Security, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the Lands aforesaid as shall be so taken or used from all Principal and Interest, Penalty and Expences due or secured thereon; and thereupon such Lands shall become the absolute Property of the said Company: Provided nevertheless, that all Holders of Securities as aforesaid shall have the same Powers or Remedies and Title to pursue for recovering or compelling Payment of their Debts, or the Residue thereof (as the Case may be), or the Interest thereof respectively, and Penalties and Expences, upon and out of the Residue of the Lands not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally subject to such Security.

LXXXVI. And be it enacted, That the Rights and Titles to be granted in manner herein mentioned to the said Company in and to any Lands used or taken for the Purposes of this Act shall (unless otherwise especially provided) in nowise affect or diminish the Right of Superiority in the same, which shall, although not especially reserved, remain entire in the Person granting such Rights and Titles; and in the Event of the Lands so used or taken being a Part or Portion of other Lands held by the same Owner under the same Titles, they shall not be liable for any Feu Duties or Casualties to the Superiors thereof, nor shall the said Company be bound to enter with the said Superiors: Provided always, that before entering into Possession of any Lands full Compensation shall be made to the said Superiors for all Loss which they may sustain by being deprived of any Casualties or otherwise, by reason of the above Provision.

Superiority  
not to be  
diminished.

LXXXVII. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Missives of Lease for a Term of Years unexpired shall be required for the Purposes of this Act, the Rent payable in respect of the Lands comprised in such Lease or Missives of Lease shall be apportioned between the Lands required for the Purposes of this Act and the Residue of such Lands; and such Apportionment shall, in case the same shall not be settled

Rents to be  
apportioned.

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by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Landlord from whom such Lands are leased; or in case the same shall be settled by the Verdict of a Jury, then Seven Days Notice of the Inquiry thereupon shall be given to such Landlord; and after such Apportionment the Tenant or Lessee of the Lands comprised in such Lease or Missives of Lease shall, as to all future accruing Rent, be liable only to so much of the Rent reserved in such Lease or Missives of Lease as shall have been apportioned in respect of the Lands not required for the Purposes of this Act; and the Landlord of the said Lands shall have all such and the same Remedies for the Recovery of the Rent so apportioned in respect of the Lands not required for the Purposes of this Act as before such Apportionment he had or was entitled to in respect of the Rent stipulated in such Lease or Missives of Lease; and such Apportionment shall not prejudice or affect any of the Provisions or Conditions in such Lease or Missives of Lease, so far as the same relate to the Lands comprised therein not required for the Purposes of this Act, but the same shall, as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation, and shall have the same Operation and Effect as if such last-mentioned Lands were the only Lands comprised in such Lease or Missives of Lease.

Parties to  
deliver a  
Statement of  
their Claims  
within  
Two Months  
after Notice.

LXXXVIII. And be it further enacted, That on or before the Expiration of Two Months next after Notice in Writing from the said Company, or their Agent duly authorized, of their Intention to take or use any Lands, or any Part thereof, for the Purposes of this Act, shall have been given to any Person or Corporation having Right to or being interested in or authorized by this Act to accept and receive Satisfaction or Compensation for the Value of the same, or any Estate, Share, or Interest therein, or Burden or Incumbrance constituted thereon, or for any Injury or Damage sustained on account of the Execution of this Act, such Person or Corporation shall deliver or cause to be delivered at the Office of the said Company a Statement in Writing of the Particulars of the Estate, Share, Interest, Burden, or Incumbrance which he or they claim to be entitled to, or to be authorized to receive Satisfaction and Compensation for, and of the Injury or Damage sustained by him or them, and of the Amount of the Sum of Money which he or they may expect and be willing to receive in Satisfaction and Compensation for the Value of such Estate, Share, Interest, Burden, or Incumbrance, and for such Injury or Damage respectively; and in case such Person or Corporation shall refuse or omit to deliver such Statement in manner and within the Period herein-before mentioned, he or they shall not be entitled to demand or claim any further or other Sum than the Value of the Land actually taken or required for the Purposes of the said Railway: Provided nevertheless, that every such Notice from the said Company shall state the Nature of the Particulars required,

required, together with the Purport of this Provision, and the Consequence of Non-compliance therewith.

LXXXIX. And for settling all Differences which may arise between the said Company and the several Owners, whether as Superiors or Vassals, Lessees and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted; be it further enacted, That if any Person or Corporation so entitled, interested, or herein capacitated to sell and convey any Lands, or discharge any Burdens and Incumbrances, shall not agree with the said Company as to the Amount of the Purchase Money, Satisfaction, or Compensation due for the same; or if any such Party as aforesaid entitled to receive such Purchase Money, Satisfaction, or Compensation shall refuse to accept the Amount offered by the said Company, and shall give Notice of such Refusal in Writing to the said Company within One Month next after such Offer shall have been made, and shall in such written Notice request that the Matter in dispute may be submitted to the Determination of a Jury; or if any such Party as aforesaid shall for the Space of One Month next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any such Person, or his Factor or known Agent, or left at his last or usual Place of Abode, neglect or refuse to treat, or shall not agree with the said Company for the Sale and Conveyance or Discharge of his said Estate or Interest, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability, whether provided for by this Act or not, be incapable of making such Agreement and Conveyance or Discharge as shall be necessary or expedient for enabling the said Company to take such Lands, or to proceed in making the said Railway and other the Works aforesaid; or if the said Company shall, for the Space of One Month after Notice in Writing given to them by any Person or Corporation, being an Owner, Lessee, or Occupier, or being interested in any Lands taken, used, damaged, or injuriously affected by the Execution of the Powers hereby granted, provided a Statement or Particulars of the Claim of such Person or Corporation shall not be required by the said Company as before provided for, or if such Statement or Particulars shall be so required, then within One Month after Delivery thereof to the said Company or their Clerk or Secretary, neglect or refuse to treat with such Parties, or shall not agree with them; or if in any other Case an Agreement for Compensation for Damages incurred in the Execution of this Act, or for the Purchase of Lands required for the Purposes of this Act, cannot be made; then and in every such Case the said Company, or the said Owner, Lessee, or Occupier, or Person interested in such Lands, shall be, and they, or their Mandatories in their Absence, are hereby respectively empowered to make a summary Application in Writing to the Sheriff of the said County wherein such Lands are or any Part thereof is respectively locally situated, and to crave that such Amount may be assessed and ascertained by the Verdict of a Jury; and the said Sheriff is thereupon required to summon a Common Jury of Twenty duly qualified Persons, in the Manner in which

In case the Parties refuse or are incapable to treat, the Value of Land and of Damages to be settled by a Jury.

which such Juries are in use to be summoned for the Trial of Civil Causes in the Court of Session in *Scotland*, to meet at such Time and Place as such Sheriff shall think fit to appoint, not being less than Six Days after the Date of such Application, out of whom the said Sheriff shall in the usual Way impanel a Jury of Thirteen Persons, all Parties concerned having their lawful Challenges or Exceptions against any of the said Jurymen; and the said Sheriff is hereby empowered and required to preside in the said Court, and to summon and call before him or grant Commission for the Examination of every Person who shall be thought necessary by either Party to be examined as a Haver or Witness touching the Matter in question; and the said Sheriff may order and authorize the said Jury, or any Three or more of them, to view the Land, Place, or Premises in controversy; and the Jury shall inquire of, assess, and fix, by the Verdict of a Majority of their Number, the Sum of Money to be paid for the Purchase of the Whole of any such Lands belonging to the same Proprietor, whether situated within the said County or not, or for any Interest therein, or for the Release and Discharge of any such Lands from any Burden or Incumbrance thereon, or for Compensation as aforesaid, under Deduction of the Value of any Interest therein which may have been purchased by the said Company from any other Person, and also the Sum of Money to be paid by way of Satisfaction or Compensation, either for the Damages which shall before that Time have been done or sustained, or for the future temporary or perpetual or for any recurring Damages to be done or sustained, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them; which Satisfaction or Compensation for Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands to be taken or used as aforesaid; and the said Sheriff shall accordingly give Judgment and Decree for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment and Decree thereon to be pronounced as aforesaid, shall not only be enforced by every Diligence of the Law competent on any Decree of the Sheriff in a Civil Cause, but shall not be subject to Review or Stay of Execution by Advocation, Suspension, or Reduction, or to any Question or Review in any way whatsoever: Provided always, that in such Inquiry the Person or Corporation claiming Compensation shall be Pursuer, and shall have all such Rights and Privileges as Pursuers in Actions at Law are entitled to: Provided also, that not less than Seven Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the Party who shall apply to the Sheriff for the same to the Party with whom any such Dispute shall arise, either by delivering such Notice to such Party, or by leaving the same at his Place of Abode, or with the Clerk or Agent or principal Officer of the Corporation, in the Case of a Corporation, a Certificate whereof shall, if called for, be produced under the Hand of the Person giving such Notice before the Jury is impanelled as aforesaid.



XC. Provided always, and be it enacted, That it shall be lawful for the said Company, or for any of the Parties, upon such Application being made to the Sheriff for a Jury as aforesaid, to crave the Sheriff that such Jury shall be chosen from disinterested Persons qualified to act as Special Jurors in *Scotland*, and the said Sheriff shall thereupon, in place of the Common Jury to be summoned in manner herein-before directed, cause to be returned to the Sheriff Clerk a List of Thirty-six Persons qualified to be Special Jurors in *Scotland*, and shall appoint a Day for the Parties or their Agents to appear before such Sheriff Clerk to reduce the Number of such Jury, and on the Day appointed, the Parties or their Agents shall appear before such Sheriff Clerk, and, beginning with the Party who had originally applied to have the Matters aforesaid assessed or ascertained by a Special Jury, alternately strike off One from the said List until the Number of Jurymen is reduced to Twenty, which Twenty only shall be summoned to attend the said Sheriff on the Day appointed for the Trial of the Matter aforesaid; and if either of the Parties or their Agents shall fail to attend on the Day appointed for reducing the Number of Jurymen, then the other Party attending shall proceed to strike off One from the said List, and the Sheriff Clerk shall strike off One alternately till the List be reduced to Twenty as aforesaid; and on the Day appointed for trying the Matters aforesaid the Jury shall consist of such Thirteen of the said Twenty as shall first appear on the Names being called over, all Persons having their lawful Challenges or Exceptions against any of the said Jurymen; and where a full Jury shall not appear, or shall not remain after such Challenges as aforesaid, it shall be lawful for the said Sheriff to add to the List of the Jury the Names of such other disinterested Persons qualified to act as Special or Common Jurymen in *Scotland*, and who have not been previously struck off the aforesaid List, and who may then be attending the Court, as may be necessary to make a Jury of Thirteen, all Parties having also their lawful Challenges or Exceptions against such Persons; and the said Sheriff shall and may proceed to the Trial and Adjudication of the Matters aforesaid with those Persons who were originally inserted in such List of Jurors together with the Persons added in manner aforesaid, in the same Manner as the said Sheriff might and ought to have done if all the said Persons whose Names were inserted in the said original List had appeared to try the Matters aforesaid, and in the same Manner as is herein-before provided in the Case of a Common Jury; and the Verdict shall be returned by a Majority of such Thirteen Persons as aforesaid; and the Decree of the Sheriff thereon shall be enforced in like Manner as is herein-before provided, and shall not be subject to Review or Stay of Execution in any way whatever.

Special  
Juries may  
be called.

XCI. And be it further enacted, That all Juries summoned under the Powers of this Act for the Purpose of ascertaining and determining the Amount of Satisfaction or Compensation to be made for the taking, using, or prejudicially interfering with any Lands, or for any Injury which may arise thereto by reason of the Construction or Use of the said Railway, or any of the Works connected therewith, shall (if required) apportion the Amount of such Compensation among the various Parties interested in such

Compensa-  
tion Money  
to be appor-  
tioned.

[Local.]

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Lands,

Lands, according to their respective Interests therein, and the proportionate Amount of Loss or Damage which they may respectively sustain.

Verdicts to be recorded.

XCII. And be it further enacted, That the said Applications, Verdicts, Judgments, and Decrees, being first signed by the said Sheriff, shall be kept by the Sheriff Clerk of the County, and shall be deemed Records to all Intents and Purposes; and the same, or Extracts thereof or of any Part thereof, duly authenticated according to the Forms usual in *Scotland*, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the said Records, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Jurors to be under the same Regulations as those of the Court of Session.

XCIII. And be it further enacted, That every Juryman and Witness summoned or cited to attend such Trial shall also be subject to the same Regulations, Pains, and Penalties as if such Juryman and Witness respectively had been summoned or cited to serve upon any Jury or give Evidence in any Civil Cause in *Scotland*; and all Persons who in any Examination to be taken by virtue of this Act upon their Oath, or, being Quakers, upon their Affirmation, shall wilfully and corruptly give false Evidence before any such Jury or Sheriff, shall and may be prosecuted for the same, and, upon Conviction thereof, shall be subject to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall and may by Law be subject.

Persons giving false Evidence to be subject to the Penalties for Perjury.

Expences of Jury, how to be paid.

XCIV. And be it further enacted, That in every Case in which the Verdict of a Jury, impannelled as aforesaid, shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs, Charges, and Expences of summoning such Jury, and the Expences of Witnesses, and of the Inquisition and Judgment thereon, and of the Bond to be given by the Party requiring such Jury to be summoned, shall be defrayed by the said Company, and such Costs, Charges, and Expences shall be taxed and decerned for by the said Sheriff; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, One Moiety of the said Costs, Charges, and Expences shall be defrayed by the Party with whom the said Company shall have such Dispute, and the Remainder shall be defrayed by the said Company; and the Moiety of such Costs, Charges, and Expences to be defrayed by such Party, having been taxed and decerned for in manner herein-before mentioned, shall and may be deducted out of the Money decerned to be paid to him as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so decerned for shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender in satisfaction of the whole thereof: Provided always, that  
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in Cases in which by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs, Charges, and Expences shall be borne and paid by the said Company.

XCV. And be it further enacted, That all Parties with whom the said Company shall have any Dispute respecting Damages, and who shall require a Jury to be summoned as aforesaid, shall, on Tender thereof by the Company, before the said Sheriff shall issue his Warrant for summoning such Jury, enter into a Bond to the said Company in a Penalty of One hundred Pounds to prosecute their Claim, and to bear and pay their Proportion of the Costs, Charges, and Expences attending such Enquiry as herein-before mentioned, in case any Part of such Costs, Charges, or Expences shall fall upon them.

Persons requesting Juries to enter into Bonds to prosecute their Complaint and to pay Expences.

XCVI. And be it further enacted, That the said Company shall not be obliged nor shall any Jury to be summoned by virtue of this Act be allowed (without the Consent of the said Company) to receive or take notice of any Claim to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of the Act, except in respect of Land taken or used for the Purposes of this Act, unless Notice in Writing, by or on the Behalf of the Person or Corporation making such Claim, stating the Nature, Extent, and Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Person or Corporation to the said Company Ten Days before the summoning of such Jury, and within the Space of Six Months after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased.

Notice of Injury to be given to the Company before Complaint.

XCVII. Provided always, and be it further enacted, That in all Cases in which any Tenant or Lessee shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled to in any Lands, Mines, or Minerals intended to be taken or used under the Authority of this Act, under or by virtue of any Lease or Missives of Lease, or otherwise, the said Company are hereby authorized to require such Party to produce or show the Lease or Missives of Lease, or other sufficient Evidence of the Terms under which he holds, in respect of which such Claim to Satisfaction or Compensation shall be made; and if such Lease or Missives of Lease, or such Evidence thereof, shall not be produced or shown within Twenty-one Days after Demand made by the said Company, or by their Clerk or Agent, or sufficient Cause shown for Nonproduction thereof, the Party claiming such Satisfaction or Compensation shall be considered and treated as a Tenant holding only from Year to Year.

Persons holding under Leases to produce the same.

XCVIII. And be it further enacted, That in case any Difference shall arise between the said Company, and any of the Owners, Lessees,

Settling Disputes as to or Damages to

a small  
Amount.

or Occupiers of the Property to be taken or used for the Purposes of this Act, or to be injured by any thing done in the Execution of any of the Powers hereby granted, as to the Amount of Purchase Money or Satisfaction or Compensation to be paid for the same, and such Difference cannot be adjusted and settled between the said Parties, and in case the Amount claimed does not exceed the Sum of One hundred Pounds, the Sum to be paid shall be ascertained and determined by the Sheriff of the County in which such Lands or any Part thereof shall lie, who, upon summary Application made to him by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle and also pronounce Decree for the Amount which shall be payable by the said Company.

Application  
of Compens-  
ation Money  
amounting  
to two hun-  
dred Pounds.

XCIX. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or of any Interest therein, or for the Release and Discharge of any such Lands from any Burden or Incumbrance secured thereon, or for any Compensation under this Act for Injury done to such Lands, which any Corporation, Heir of Entail, Liferenter, Husband, Guardian, Tutor or Curator, Judicial Factor or Trustee, or any Executor or Administrator, or any Infant, Minor, Issue unborn, Bankrupt, Lunatic, Idiot, Married Woman, or other Person under any Disability or Incapacity shall be entitled to, interested in, or herein capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid, under the Direction and by the Authority of the Court of Session, into some One of the chartered Banks in *Scotland*; to the Intent that such Money shall be applied, under the Direction and Authority of the said Court, to be signified by an Order made upon a summary Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Heritable Debt or other Burden or Incumbrance affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses; Trusts, Intents, or Purposes as the said Court shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court, in the Purchase of other Lands, which shall be conveyed and settled and thereafter held to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the Interest and annual Produce of such Money shall from Time to Time be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

C. Pro-

C. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, with the Approbation of the said Company, signified in Writing under the Hands of Three at least of the Directors of the said Company, be paid into any of the chartered Banks in *Scotland*, and applied in manner herein-before directed; or otherwise the same may be paid, upon the Request of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of such Interest therein, or of their respective Husbands, Guardians, Tutors or Curators, Judicial Factors or Trustees, in the Cases of Married Women, Infants, Idiots, Lunatics, or other incapacitated Persons, and with the like Approbation, to Two Trustees, to be nominated by the respective Parties (such Nomination to be approved of by the said Company), and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties, and of Three at least of the Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the chartered Banks as aforesaid, without obtaining or being required to obtain therefor the Direction or Authority of the Court of Session.

When less than Two hundred Pounds and exceeding Twenty Pounds.

CI. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for the Purposes of this Act, or in respect of which such Compensation shall be paid, for their own Use and Benefit; or in the Cases of Married Women, Infants, Idiots, Lunatics, or other incapacitated Persons, then such Money shall be paid, for their Use, to their respective Husbands, Guardians, Tutors or Curators, Judicial Factors or Trustees.

When not exceeding Twenty Pounds.

CII. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded and decerned to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or for any Interest, or for Satisfaction or Compensation as aforesaid, shall refuse or neglect to accept the same, or to convey the Premises or Interest in the Premises purchased, or shall refuse, neglect, or be unable to make a Title to such Premises, or to such Interest in the Premises, to the Satisfaction of the said Company, or shall be absent from *Scotland*, or cannot be conveniently found, or if any Party entitled unto or to convey such Lands or such Interest therein cannot be conveniently known or discovered, or be not shown to the Satisfaction of the said Company to be such Party, then and in every such Case it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be consigned in any of the chartered Banks in *Scotland*, to be placed in an Account to be opened in Name of the Parties interested in the said Lands

In case of not making out Titles, &c. the Money to be paid into a Bank.

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(describing them, so far as the said Company can do), subject to the Control and Disposition of the Court of Session; which said Court, on the Application of any Party making claim to such Money, or to any Part thereof, by a summary Petition, is hereby empowered to order the same to be laid out and invested, and to order Distribution thereof, or of the Interest thereof, according to the Right, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank who shall receive such Money is hereby required to give to the said Company a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

Persons in Possession presumptively entitled.

CIII. Provided always, and be it further enacted, That where any Question shall arise in reference to the Provisions aforesaid or otherwise upon this Act regarding the Title of any Party to any Lands, or to any Interest in any Land, or to any Compensation Money in respect of Damage done to any Lands, or to any Money to be paid into any of the chartered Banks in *Scotland* for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands to be taken or used in pursuance of this Act, or for Compensation as aforesaid, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Persons and Corporations claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, or such Interest therein, or to such Money as aforesaid, according to such Possession, unless the contrary shall be shown to the Satisfaction of the said Court of Session; and the Dividends or Interest and also the Capital of such Money shall be paid, applied, and disposed of accordingly, until it can be shown to the Satisfaction of the said Court that some other Party has a preferable or better Right thereto.

The Court may order reasonable Expences of Purchases to be paid by the Company.

CIV. Provided also, and be it further enacted, That where by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Satisfaction or Compensation shall be payable, under the Authority of this Act, except in Cases where Parties shall refuse to convey such Lands, the Purchase Money for the same, or the Money payable for such Compensation, shall be required to be paid into any of the chartered Banks in *Scotland*, it shall be lawful for the Court of Session to order the Costs, Charges, and Expences attending the Purchase or the taking or using of such Lands, or which may be incurred in consequence thereof, and also the Costs, Charges, and Expences of the Re-investment of the Purchase or Compensation Money in other Lands, and likewise the Costs, Charges, and Expences (occasioned only by the Exercise of the Powers conferred by this Act, and not by Litigation between Claimants or otherwise,) of any Proceedings had as herein-before authorized for the Investment of such Purchase or Compensation Money, and for the Payment of the Interest thereof, together with the necessary Costs and Charges of obtaining the proper Orders for such Purposes, to be paid by the said Company out

out of the Monies to be received by virtue of this Act, and the said Company shall from Time to Time pay such Sums of Money for such Costs, Charges, and Expences as the said Court shall direct.

CV. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner aforesaid, for the Purchase of any Lands, or for the Release and Discharge of any Burden or Incumbrance as aforesaid, to the respective Proprietors of such Lands, or other Persons respectively interested therein and entitled to receive such Money; or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from the United Kingdom, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands (to the Satisfaction of the said Company); or if any Party entitled to or to convey such Lands shall not be known, or shall be absent from the United Kingdom, or shall refuse, neglect, or be unable to convey the same; or if such Money shall have been agreed or awarded to be paid for the Purchase of; then, upon Consignment of such Money in any of the chartered Banks in *Scotland* in the Manner herein provided, in every such Case it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in a chartered Bank as aforesaid, shall not only bar all Right, Title, Claim, Interest, and Demand of the Person entitled to or interested in such Lands or Heritages, but shall also extend to and be deemed and construed to bar the Courtesy of the Husband and the Terce of the Wife of every such Person, and all other Right or Title of every other Person whomsoever therein, in respect of which such Purchase Money shall be paid: Provided nevertheless, that before such Payment or Deposit in a chartered Bank as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this Act, save for the Purposes of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners, Lessees, and Occupiers thereof respectively.

Power to enter Lands, &c. on Payment or Tender of Purchase Money.

CVI. And be it further enacted, That if any Proceedings shall at any Time be had or taken against the said Company, or any Person deriving Right from them, for the Recovery of the Possession of any Lands which may have been purchased and taken in pursuance of this Act, then, within Two Months after final Judgment or Decree shall be obtained by any Person for the Recovery of the Possession of any such Lands, or the final Determination of any Appeal from such Judgment or Decree, there shall, on his Title being completed thereto, be paid or tendered in lieu of such Lands, to the Person so obtaining such Judgment or Decree, or into the Court in which such

In case of Proceedings for Recovery of Lands taken for the Railway.

Proceedings

Proceedings shall be pending, his Costs on any Proceeding for the obtaining such Judgment or Decree, and such Sum of Money as a Jury to be summoned for that Purpose in manner herein-before directed shall find to have been the Value of the said Lands at the Time when the same were purchased or conveyed for the Purposes of this Act, or when Possession thereof was taken as aforesaid, and before the Construction thereon of the said Railway or Works, together with such a Sum of Money as the said Jury shall at the same Time find to be the Value of or an Equivalent for such intermediate Rents and Profits of the said Lands, in case the same had not been taken or used for the said Railway, as the Party prosecuting such Proceedings could have recovered by ordinary Process of Law, and upon Payment or Tender of such Sum or Sums of Money the said Lands shall remain and be absolutely vested in the said Company, discharged from all further Claim by the Parties to such Proceedings, or any Persons deriving Title under them or any of them.

Compensation to be made for temporary Damage.

CVII. And whereas, in making the said Railway and Works, it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the said Railway and Works, for the Purpose of laying or depositing and working thereon Earth, Clay, Stones, Bricks, Slates, Timber, Lime, and other Materials, or of manufacturing such Clay into Bricks, or for forming temporary Roads or Approaches to and from the said Railway and Works; and inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners, Lessees, or Occupiers of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid, until the Operations shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered from Time to Time to enter upon such adjoining Lands for the Purposes aforesaid, without having previously made such Payment, Tender, or Consignation of Money as herein-before mentioned; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, from Time to Time to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and Works, for the Purpose of laying, depositing, working, or manufacturing upon such Lands, or upon any Part thereof respectively, any Earth, Clay, Stones, Bricks, Slates, Timber, Lime, or other Materials, or for forming temporary Roads or Approaches to and from the said Railway and Works, and also to make use of any existing Roads, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners, Lessees, and Occupiers thereof, such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein



herein provided in Cases of Disputes as to the Value of Lands through or upon which the said Railway and Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of the said Railway and Works: Provided always, that before entering upon any such Lands for such temporary Purposes as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Sureties who shall enter into a Bond to such Owner or Occupier in a Penalty to the Amount of Fifty Pounds for every Acre of Land required for such temporary Purposes, and so in proportion for any greater or less Quantity, conditioned for the Payment of such Compensation; such Sureties to be approved of by the Sheriff of the County in which the said Lands shall be situate, in case the Parties differ about the same: Provided also, that the said Company shall and they are hereby required to make such Compensation and Satisfaction to the Owner of such Lands for the permanent Damage or Injury (if any) which may have been done to the same by the Exercise of any of the Powers and Authorities aforesaid, which Compensation and Satisfaction shall, if the said Damage or Injury is done at any Time before the Completion of the said Railway and Works, be made at the latest within One Month after the Expiration of the Period by this Act granted for completing the said Railway and Works, and if for the Purpose of repairing the Works after the same shall have been completed, then within One Year from the Time when such Damage or Injury shall have been occasioned: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works, the said Company shall and they are hereby required to give Ten Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fencings so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto: Provided also, that the Sheriff of the County in which such Lands shall be situate shall, upon the Application of the Owner or Occupier thereof, within Five Days after Receipt of such Notice, have Power to determine, after hearing Parties, whether the said Company shall make such temporary Use of such Lands, or any Part thereof, as contemplated by such Notice: Provided also, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred and fifty Yards from the said Railway, or upon any Land covered with Buildings, ornamental Grounds or Lands, lying nearer than Five hundred Yards to any Mansion House, without the previous Consent of the Owner or Occupier thereof in Writing first had and obtained.

CVIII. And be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Slate, or other Mines or Minerals under any Land purchased by the said Company under the Provisions of this Act, except only so much of such Coal, Ironstone, Limestone, Slate, or other Mines and Minerals as may be necessary to be dug or carried away or used for

Company  
not to claim  
Mines, &c.  
under Land  
purchased.

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the Purposes of this Act (unless the said Coal, Ironstone, Limestone, Slate, or other Mines and Minerals shall have been expressly purchased or conveyed by the Owner thereof to the said Company); but all such Coal, Ironstone, Limestone, Slate, or other Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid, shall (unless the contrary be expressed) be deemed to be excepted out of the Purchase and Conveyance of such Lands, and may, subject to the Restrictions herein-after contained, be worked by the respective Owners or Lessees thereof under the said Lands or the Railway or other Works of the said Company, as if this Act had not been passed.

Owners of Mines to give Notice to the Company of their Intention to work, and Company to have Liberty to purchase.

CIX. Provided always, and be it further enacted, That when and so often as the Owner, Lessee, or Occupier of any Mines of Coal, Ironstone, Limestone, Slate, or other Mines and Minerals, lying under the said Railway and Works or any of them, or within the Distance of Forty Yards from such Railway or Works respectively, shall be desirous of working the same, then and in every such Case such Owner, Lessee, or Occupier shall give Notice in Writing to the said Company, under his Hand, of such Intention, at least Thirty Days before he shall begin to work such Mines; and upon the Receipt of such Notice it shall be lawful for the said Company to inspect such Mines; or cause the same to be inspected by such Person as they shall appoint for that Purpose; and if it shall appear to the said Company that the getting or working of such Coal, Ironstone, Limestone, Slate, or other Mines or Minerals is likely to prejudice or damage the said Railway or Works, then it shall not be lawful for the said Owner, Lessee, or Occupier to work or get the same, but the said Company shall pay to the said Owner, Lessee, or Occupier respectively full Satisfaction or Compensation for the Loss and Injury occasioned by such Interruption; and in case the said Company, and such Owner, Lessee, or Occupier, do not agree as to the Amount of such Satisfaction, Recompence, or Compensation, the same shall be ascertained, settled, and apportioned by the Verdict of a Jury, as is herein-before directed with respect to the Lands which shall or may be taken for the Purposes of this Act: Provided nevertheless, that in case the said Company do not before the Expiration of such Thirty Days treat with such Owner, Lessee, or Occupier for the Payment of such Satisfaction or Compensation, then it shall be lawful for the Owner, Lessee, or Occupier of such Mines, and he is hereby authorized, to work and get such Parts of the said Mines as lie under the said Railway and Works, or within the Distance aforesaid, provided that in the working of any such Mines or Minerals no Damage be wilfully or negligently done to the said Railway or Works, and that the said Mines and Minerals be not worked in an improper Manner; and in case any Damage or Obstruction shall be so done or occur to or in such Railway or other Works, the same shall be forthwith repaired or removed (as the Case may require) by and at the Expence of the respective Owners, Lessees, or Occupiers of such Mines or Minerals; and if the same shall not forthwith be done, it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expence occasioned

occasioned thereby from such Owners, Lessees, or Occupiers respectively.

CX. Provided always, and be it further enacted, That in case the working of any such Mines under the said Railway, or within the Distance of Forty Yards thereof, shall have been prevented by reason of any Injury or Damage being apprehended thereby to the said Railway or Works, it shall be lawful for the respective Owners, Lessees, or Occupiers of the Mines adjoining the said Railway, on both Sides thereof, to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines, Measures, or Strata the working whereof shall have been so prevented as may be requisite to enable such Owners, Lessees, or Occupiers to ventilate, drain, work, and get the Minerals on each Side of the said Mines: Provided always, that no Airway, Headway, Gateway, or Water Level shall be of greater Dimension or Section than Eight Feet wide and Eight Feet high: Provided also, that no Airway, Headway, Gateway, or Water Level shall be so cut or made as in any way to injure the said Railway or Works, or to obstruct or impede the Passage upon or along the said Railway.

Owners of Mines adjoining on each Side of the Railway may make Communications.

CXI. And for the better ascertaining whether any such Mines are being worked or got, or about to be worked or gotten, so as to prejudice or damage the said Railway and other Works, or any of them, be it further enacted, That it shall be lawful for the said Company, upon giving Twenty-four Hours previous Notice in Writing of their Intention in that Behalf to the Proprietor, Lessee, or Tenant of such Mines, by themselves, their Agents and Workmen, from Time to Time and at all Times hereafter to enter upon any Lands through or near which the said intended Railway and other Works shall pass wherein any such Mines shall be found, or shall be working or be supposed to be working, and likewise to enter into and return from any Coal Pits, Works, or other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling, Ropes, Machines, Apparatus, or Machinery belonging to such Owners, Lessees, or Occupiers, and to view, search, measure, latch, and use all other Means for discovering the Distance of the said intended Railway and other Works from the working Parts of such Mines respectively; and in case it shall appear that any such Mines have been worked or got contrary to the Directions of this Act, it shall be lawful for the said Company to give Notice to the Owners, Lessees, or Occupiers of any such Mines who have so worked or got the same contrary to the Directions of this Act respectively, to adopt and construct the requisite Means and Supports for sustaining, securing, and making safe the said Railway and other Works, and preventing any Injury which may arise in consequence of such Mines having been so got contrary to the Directions of this Act; and in case the said Owners, Lessees, or Occupiers respectively shall not immediately after such Notice proceed to secure and make safe the said Railway and Works, and use due Diligence in effecting the same to the Satisfaction of the said Company or their Engineer, then and in every such Case it shall be lawful for the said Company, their Agents and Workmen, at the Expence, Costs, and Charges of such respective Owners, Lessees, and

Method of discovering when Mines are working under the Railway.

and Occupiers of such Mines, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Railway and other Works; and such Expences, Costs, and Charges shall be recovered by the said Company from such Owner, Lessee, or Occupier who shall so respectively have worked or got the same contrary to the Directions of this Act, in such and the same Manner as the Rates, Tolls, or Sums by this Act granted may be recovered, and shall be applied for the Purposes of this Act.

No Shaft to be sunk under the Railway.

CXII. And be it further enacted, That no Shaft, Pit, or Quarry shall be dug, sunk, or made in or on the Line of the said intended Railway or Works, but it shall be lawful for any Owner, Lessee, or Occupier of any Mines or Works on each Side of the said Railway to fix all such Ropes, Chains, Connection Rods, and other Matters as may be necessary for working the said Mines, in conformity with the Provisions of this Act, over, under, across, near, or by the said Railway, provided that by so doing such Owner, Lessee, or Occupier do not injure such Railway or Works, or interrupt in any Manner the free Passage upon or along the same.

Enabling the Company to sell Lands not wanted.

CXIII. And whereas by means of the Purchases which the said Company are empowered or are required to make by virtue of this Act they may happen to acquire and be possessed of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required, within Ten Years from the passing of this Act, to contract for and to sell, and by any Deed under their Common Seal, and signed by any Two of the Directors of the said Company, and for such Considerations as they may deem reasonable, to convey to the Purchasers thereof any Part of such superfluous Lands, or any Estate or Interest purchased by the said Company in such Lands, or any Part thereof, in such Manner as they shall deem most advantageous; and such Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall dispose of any such superfluous Lands, shall first offer to sell the same to the Person who shall have Right to and be in Possession of the Lands from which the same were originally severed, in case he shall be the Owner of the Lands adjoining thereto; or if such Person shall refuse to purchase the same, or cannot be found, then to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so proposed to be sold, such Persons, or their known Agents or Factors, being capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, or their known Agents or Factors, as such, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Sixty Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect to signify their Desire and Intention to purchase such Lands for the Space of Sixty Days, the Right of Pre-emption of every

every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease; and a Declaration before the Sheriff of the County where such Lands may be situate, by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption was not in *Scotland*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Sixty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused, or was not accepted within the Time aforesaid (as the Case may be) by the Person to whom such Offer was made; and in case any such Person as aforesaid shall be desirous of purchasing any such Lands, and such Person and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company, *mutatis mutandis*, and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act; and all Conveyances which shall be made by the said Company, pursuant to the Authority by this Act in them reposed, shall be adjudged sufficient to vest such Estate in the Purchaser as shall have been agreed for, or shall be expressed or meant and intended to be conveyed and granted by any such Conveyance: Provided always, that unless the said Company shall sell the said superfluous Lands within the Period herein-before limited for that Purpose, then such of the said Lands as shall remain unsold after the Expiration of the said Period shall thereupon vest in and become the Property of the Owners of the Lands adjoining thereto in proportion to the Extent of their Property adjoining the same.

CXIV. And be it further enacted, That upon Payment of the Money which shall arise from the Sale of any Lands or of any Interest therein belonging to the said Company which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for any Two Directors of the said Company, or for the Secretary or Clerk or any Officer appointed by the said Directors for the Purpose, to sign and give a Receipt for the Money so paid, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interests as shall be sold, or for such other Money as in such Receipt shall be expressed to be received, and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or of any Part thereof.

Company,  
upon Pay-  
ment of Mo-  
ney, to give  
Receipts.

CXV. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the pass-  
[Local.] 17 I ing If Land not contracted

or within  
Three Years  
the Power to  
take Pro-  
perty on  
Compulsion  
to cease.

ing of this Act, agree for or cause to be valued and paid for, as in this Act is mentioned, the Lands which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purposes of making the said Railway or other Works hereby authorized (save and except the aforesaid Fifty Acres of Land which the said Company are by this Act authorized to purchase in addition to the Lands hereby authorized to be taken or used for making the said Railway and other Works), then and from thenceforth the Powers which are hereby granted to them for taking or using such Lands shall cease and be utterly void (save and except with the Consent in Writing of the Owners and Occupiers thereof respectively): Provided always, that nothing herein contained shall enable the said Company to deviate from the Line of the Railway as at present laid down, after the Expiration of Two Years from the passing of this Act, without the Consent in Writing of the Owners and Occupiers of the Lands through which such Deviation would extend.

If Railway  
not com-  
pleted in  
Seven Years,  
Powers to  
cease, except  
as to such  
Part, if any,  
as shall be  
completed.

CXVI. And be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said Railway and Works as shall have been completed within the said Term; and the Sheriff of the County in which the same are situated is hereby authorized and required, at any Time before the Expiration of the said Term of Seven Years, or within Six Months next after the Expiration thereof, to grant a Certificate of such Completion, upon the Evidence of Two or more creditable Witnesses, to be produced before such Sheriff for that Purpose.

If Railway  
abandoned,  
the Land to  
vest in  
Owners of  
Lands on  
either Side.

CXVII. And be it further enacted, That if the said Railway or any Part thereof shall at any Time hereafter be abandoned or given up by the said Company, or after the same shall have been completed shall for the Space of Three Years cease to be used and employed as a Railway, then and in such Case the Lands so purchased or taken by the said Company for the Purposes of this Act, or otherwise the Parts thereof over which the said Railway, or any Part of such Railway which shall be so abandoned or given up by the said Company, shall pass, shall vest in the Owners for the Time being of the Land adjoining that which shall be so abandoned or given up, in manner following; (that is to say,) One Moiety thereof in the Owners of the Land on the One Side, and the Remainder thereof in the Owners of the Land on the other Side thereof.

The whole  
of the Ex-  
pence to be  
subscribed  
for before  
the compul-  
sory Powers

CXVIII. And whereas the probable Expence of making the said Railway and the other Works hereby authorized will not exceed the Sum of Nine hundred thousand Pounds, and the Sum of Seven hundred thousand Pounds and upwards, being more than Three Fourth Parts thereof, has been subscribed for by Parties under Contract binding themselves, their Heirs, Executors, Administrators,  
and

and Assigns, for the Payment of the several Sums by them respectively subscribed; be it therefore enacted, That the whole of the said Sum of Nine hundred thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

of the Act  
are put in  
force.

CXIX. Provided always, and be it further enacted, That a Certificate under the Hand of the Sheriff of the respective Counties of *Edinburgh, Linlithgow, Stirling, Dumbarton, or Lanark*, that the whole of the said Sum of Nine hundred thousand Pounds has been subscribed as aforesaid (and which Certificate such Sheriff is hereby authorized and required to grant, on Application made to him by the said Company, and upon such Evidence as he may deem sufficient), shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of Nine hundred thousand Pounds has been subscribed.

Certificate.  
under the  
Hand of the  
Sheriff to be  
Proof that  
the whole of  
the Money  
has been  
subscribed.

CXX. And whereas the Sum of Eighty thousand Pounds, being upwards of Ten Pounds *per Centum* on the Amount of the Capital subscribed at the Time of the Introduction of this Act into Parliament, has been borrowed by the Directors of the said Undertaking, and invested in Exchequer Bills, and deposited in the Bank of *England*, in the Names of *George Carr Glyn, Thomas Hallifax junior, and John Henry Ley*, Clerk of the House of Commons, and on the Condition that the same be repaid to the same *George Carr Glyn* and *Thomas Hallifax junior*, so soon as the Bill for this Act shall have passed the House of Commons, or been rejected by the said House, or withdrawn by the Promoters thereof: And whereas it is expedient that a Sum equal in Amount to the said Sum so deposited should be paid up by the Shareholders in the said Undertaking, and deposited either in the Bank of *England* or in some or One of the chartered Banks of *Scotland*, before any of the Powers of this Act with regard to the compulsory Purchase and taking of Lands should be put in force, and that the said Sum of Eighty thousand Pounds, so deposited as aforesaid, should remain so deposited until a Sum of equal Amount has been so paid up by the said Shareholders, and deposited as aforesaid: And whereas the said Directors and the said *George Carr Glyn* and *Thomas Hallifax junior* are respectively willing that the said Sum so borrowed and deposited as aforesaid shall remain so deposited until a Sum of equal Amount shall be so paid up by the Shareholders and deposited as aforesaid; be it therefore enacted, That the said Sum so deposited in the Bank of *England* as aforesaid shall remain and be so deposited until a Sum equal in Amount shall have been paid up by the Shareholders in the said Company as Instalments on their Shares, and deposited either in the Bank of *England* or in some or One of the chartered Banks of *Scotland*, to be applicable to the Purposes of the said Undertaking; and that, notwithstanding any thing in this Act contained to the contrary, it shall not be lawful for the said Company to purchase or take any Lands for the Purposes of the said Railway without the Consent of the Owners and Occupiers thereof respectively, unless and until the said Sum of Eighty thousand Pounds shall have been

As to the  
Deposit of  
80,000*l.* in  
the Bank of  
*England*.

been so paid up by the Shareholders in the said Undertaking, and deposited by them as aforesaid: Provided always, that upon Proof to the Sheriff of *Lanarkshire* for the Time being of the said Sum having been so paid up and deposited in manner herein-before mentioned it shall be lawful for the said Sheriff and he is hereby required to grant a Certificate to the said Company of the said Sum having been so paid up and deposited; and upon Production of the said Certificate to the Clerk of the House of Commons for the Time being it shall be lawful for the said Clerk and he is hereby required to give to the said *George Carr Glyn* and *Thomas Hallifax* the younger such Certificate as will enable them to procure the said Sum of Money so lodged in the Bank of *England* to be repaid to the said *George Carr Glyn* and *Thomas Hallifax* junior, as herein-before mentioned, and thenceforth all the Powers of this Act shall take effect in like Manner as though the said Sum had not been required to be paid up and deposited in manner herein-before directed.

Proprietors to raise Money amongst themselves for the Undertaking, not exceeding Nine hundred thousand Pounds, to be divided into Shares of Fifty Pounds each.

CXXI. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of Nine hundred thousand Pounds, the whole to be divided into Shares of Fifty Pounds each; and such Shares shall be numbered, beginning with Number One, in arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and no Person or Corporation shall be or become a Proprietor of less than One Share in the said Company; and the said Shares shall be and are hereby vested in the several Parties taking the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionally to the Sum they shall severally contribute; and all Persons and Corporations, and their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards the said Undertaking and other the Purposes of the said Subscription, shall be entitled to and receive, in proportionable Parts according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company, as and when the same shall be divided by the Authority of this Act.

Shares to be deemed Personal Estate.

CXXII. And be it further enacted, That all the Shares and Proportions of and in the said Undertaking, or the Joint Stock or Fund of the said Company, shall to all Intents and Purposes be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

Limiting Responsibility of Shareholders.

CXXIII. And be it further enacted, That no Person or Corporation, nor the Estate, Real or Personal, of any such Person or Corporation who is or shall be a Proprietor of the said Company, shall be liable for or charged with the Payment of any Debt or Demand whatsoever due or to become due by or from the said Company beyond  
the



the Extent of his or their Share in the Capital of the said Company: Provided always, that in case Execution or Diligence upon any Judgment or Decree, in any Action, Suit, or other Proceeding obtained against the said Company, whether as Plaintiffs, Pursuers, or Complainers, or as Defendants, Respondents, or Defenders, shall have been issued or taken out against the Lands, Property, or Funds of the said Company, and no sufficient Land, Property, or Funds can be found whereon to levy or execute the same, then and in such Case Execution or Diligence upon any such Judgment or Decree may be issued against any Proprietor or Proprietors of the said Company, after Leave for that Purpose by the Court in which such Action, Suit, or other Proceeding may have been brought or instituted, which Leave shall be applied for upon Motion to be made in open Court, after Notice in Writing given to the Person or Persons sought to be charged; but nevertheless so as that no such Proprietor shall thereby be made responsible or liable for or be called upon or compelled to pay any greater Sum of Money than the Amount of his unpaid Capital or Calls in the said Undertaking, after deducting all previous Payments which may have been made under or in consequence of any other Judgment, Decree, Execution, or Diligence; and every Proprietor who shall be called upon or required to pay any Sum of Money by means of any such Execution or Diligence beyond the Amount (if any) then due from him in respect of Calls then made and payable, shall forthwith be reimbursed such additional Sum by the Directors, out of the Funds of the Company.

CXXIV. And be it further enacted, That the said Company shall and they are hereby required, at their First or some subsequent General Meeting, and afterwards from Time to Time, as Occasion may require, to cause the Names of the several Corporations, and the Names and Additions of the several Persons who shall then be or who shall from Time to Time thereafter become entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and the said Company shall from Time to Time cause a Certificate or Ticket, signed by any Two of the Directors, or by the Secretary or other Officer of the Company authorized by the Directors, and sealed with the Common Seal of the said Company, to be delivered to every such Proprietor, on Demand, specifying the Share or Shares to which he is entitled in the said Undertaking, such Proprietor paying to the said Company the Sum of Two Shillings and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Tickets shall be admitted in all Courts whatsoever as *primâ facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified, but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

Names of Proprietors to be entered, and Certificates of their Shares to be delivered to them.

[Local.]

17 K

‘ The

Form of Certificate.

‘ The *Edinburgh and Glasgow* Railway Company.

‘ Number

‘ THESE are to certify, That *A. B.* of  
 ‘ is the Proprietor of the Share [*or Shares*] Number of  
 ‘ the *Edinburgh and Glasgow* Railway Company, subject to the  
 ‘ Rules, Regulations, and Orders of the said Company.

‘ Signed by us, Two of the Directors, and given under the  
 ‘ Common Seal of the said Company, the Day of  
 ‘ in the Year of our Lord

For granting new Certificates when old ones destroyed or worn out.

CXXV. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out, damaged, lost, or destroyed, then upon due Proof thereof, by Affidavit, Declaration, or otherwise, to the Satisfaction of the said Company, a similar Certificate or Ticket shall be given to the Proprietor of the Share in respect whereof the Certificate or Ticket so worn out, damaged, lost, or destroyed was granted, the said Company receiving for every such Certificate or Ticket which shall be so given or exchanged the Sum of Two Shillings and Sixpence, and no more.

For ascertaining Proprietorship of Shares in case of Deaths, &c. in order to the Payment of Dividends in respect of such Shares.

5&6W. c.62.

CXXVI. And whereas by the Death or Bankruptcy of or by other Events happening to Proprietors, or by the Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares, or the Dividends arising or becoming due upon such Shares, may belong or ought to be paid; be it therefore enacted, That in all Cases when the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein directed, a Declaration in Writing in the Form (or as near thereto as the Circumstances of the Case will admit) prescribed in the Schedule to an Act passed in the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to repeal an Act of the present Session of Parliament, intituled ‘An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits,’* shall be made by some credible Person before One of Her Majesty’s Justices of the Peace, stating the Manner in which such Share hath been passed to such other Person or Corporation; and such Declaration shall be transmitted to the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company; and the said Company shall be entitled to receive for each such Entry as is herein-before directed the Sum of Two Shillings and Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or implied, to which any such Share shall be subject or liable; and before such Declaration shall have been transmitted, and such Entry made as aforesaid, no Person or Corporation to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote or exercise

exercise any of the Privileges of a Proprietor in respect of such Share: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage with any Female Proprietor shall be entitled to receive the same, or be entitled to vote in respect of any Share, a Declaration in Writing containing a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made by some credible Person before One of Her Majesty's Justices of the Peace, and shall be transmitted to the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation who shall claim any of the Profits of the said Undertaking by virtue of any Testament or Will, or any Trust Deed or Settlement, or of any judicial Transfer, shall be entitled to receive the same, or be entitled to vote in respect of any Share, an Extract of the Confirmation or Decree of Adjudication or other Act shall be produced and shown to the said Company: Provided always, that the recording of such Declaration shall not imply any Liability on the Part of the said Company, or their Clerk or Secretary, for the Regularity or Validity of the Transfer or Title therein set forth; and that all Payments of Dividends or other Acts done by the Company, or any of their Officers, *bonâ fide* in the Belief of the Regularity or Validity of any such Transfer or Title, shall be effectual so far as the Company or such Officers are concerned, and shall exonerate and relieve them from all Claim on the Part of others alleging a preferable Right to such Shares or Dividends.

CXXVII. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe for or towards the said Undertaking shall and they are hereby required to pay the Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof as shall from Time to Time be called for by the Directors of the said Company, under and by virtue of the Powers of this Act, at such Times, and at such Places, and to such Person as shall be directed by the said Directors; and in case any Party shall refuse or neglect to pay as aforesaid the Money by him so subscribed for, or the Part thereof so called for, it shall be lawful for the said Company to sue for and recover the same in any Court of Law or Equity, together with Interest on such unpaid Sum of Money at the Rate of Five Pounds *per Centum per Annum* from the Time when the same was directed to be paid as aforesaid, up to the Day of actual Payment thereof, and it shall not be necessary to make any written Demand of Payment, or to give any other Notice respecting the same than is herein-after required.

To compel  
Payment of  
Subscrip-  
tions.

CXXVIII. And be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking, and they are hereby empowered, whether before or after any Call shall have been made in respect of any Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept  
the

Power to pay  
Subscription  
in advance.

Interest to be paid on the Amount in advance.

the same, which they are hereby authorized to do, to such Person as the said Directors shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting (over and above the Amount, if any, actually paid in respect of such Shares) to make up the full Sum of Fifty Pounds in respect of each such Share; and the said Company shall and they are hereby required to pay Interest at such Rate not exceeding the Rate of Five Pounds for every One hundred Pounds by the Year upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company shall agree upon.

Power of Directors to make Calls.

CXXIX. And be it further enacted, That the Directors shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of the said Undertaking for the Time being, to defray the Expences of and to carry on the same, as they from Time to Time shall find necessary, so that the aggregate Amount of Calls made or Money paid for or in respect of any such Shares shall not amount to more than the Sum of Fifty Pounds on any such Share, and so that no such Call shall exceed the Sum of Five Pounds upon each Share which any Person or Corporation shall be possessed of or entitled unto in the said Undertaking, and that the total Amount of such Calls in any One Year shall not exceed Thirty Pounds upon each Share, and an Interval of Two Months at the least shall elapse between the Day appointed for Payment of one Call and the Day appointed for Payment of another Call; and Twenty-one Days Notice at the least shall be given of every such Call, by Advertisement inserted in Two or more of the *Edinburgh* Newspapers, and also in Two or more of the *Glasgow* Newspapers; and all Monies so called for shall be paid to such Persons at such Times and Places and in such Manner as in the said Notice shall be appointed; and the respective Owners of Shares in the said Undertaking shall pay their rateable Proportion of the Monies to be called for as aforesaid to such Persons, and at such Times and Places, and in such Manner as shall be appointed as aforesaid; and if any Owner or Proprietor for the Time being of any such Share shall not so pay such his rateable Proportion, then and in such Case, and as often as the same shall happen, he shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner or Proprietor for the Time being of any such Share shall neglect or refuse to pay such his rateable Proportion, together with Interest, if any, then or at any Time thereafter it shall be lawful for the said Company to sue for and recover the same by Action in any competent Court; and the said Directors may and they are hereby authorized to declare the Shares belonging to such Owner to be forfeited, and to order such Shares to be sold: Provided nevertheless, that no Advantage shall be taken of any

If calls are not paid Interest to be paid thereon.

If Calls and Interest are not paid they may be sued for, and the Shares declared to be forfeited and sold.

any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hands of Two Directors, or under the Hand of the Secretary or Clerk of the said Company, that such Share has been declared forfeited, shall have been given or sent by the Post unto or delivered at the last known usual Place of Abode of the Owner of such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed either at a General or Special General Meeting of the said Company, such General or Special General Meeting being held after the Expiration of Two Calendar Months at the least from the Day on which such Notice or Forfeiture shall have been given as aforesaid; and after such Declaration of Forfeiture shall have been confirmed by such General Meeting or Special General Meeting, the said Company, by an Order to be made at the same or at any subsequent General Meeting or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited, or any of them, in manner by this Act directed; and the said Directors may in that Case sell and dispose of such Shares at a public Auction or by private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and any Proprietor shall be entitled to purchase the same; and a Declaration in due Form of Law as aforesaid, made by some credible Person not interested before any Justice of the Peace, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in Payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration of Forfeiture had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of Proceeding in reference to such Sale, but such Declaration, and the Receipt of the Treasurer or Secretary of the said Company for the Price of such Share, shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

CXXX. And be it further enacted, That in case the Money produced by the Sale of any Share which shall be forfeited by reason of the Nonpayment of any Call as aforesaid shall be more than sufficient to pay all Arrears of Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof, the Surplus of such Purchase Money shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company or for the said Directors to sell or transfer more of the Shares of such Defaulter under the Powers last herein-before contained than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears of Calls due from such Defaulter, and the Interest and Expences as aforesaid; and from and after Payment of such Arrears of Calls, and the Interest and Expences as aforesaid, any Share so forfeited, and vested in the said Company as aforesaid, which shall remain in their Hands unsold, shall revert to and again become the Property of the Party to whom such Share shall have belonged

If Purchase Money of forfeited Shares be more than sufficient to pay the Arrears of Calls, &c., Surplus to be paid to the Owners of such Shares.

[*Local.*]

17 L

immediately

immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

Proceedings  
in Actions  
for Calls.

CXXXI. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor for the Time being of any Share in the said Undertaking, to recover any Money due and payable for or in respect of any Call, it shall be sufficient for the said Company to aver that the Defender, being a Proprietor of a Share in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to; and on the Trial of such Action it shall only be necessary to prove that the Defender at the Time of making such respective Calls was a Proprietor of a Share in the said Undertaking, and that such Call was in fact made, and that such Notice was given as is directed by this Act, without proving the Appointment of the Directors who made such Calls, or any other Matter whatsoever, and the said Company shall thereupon be entitled to recover what shall appear due, including Interest, computed as aforesaid, on such Calls, unless it shall appear that any Call so due exceeded Five Pounds *per* Share, or was made payable before the Expiration of Two Months from the Day appointed for Payment of the last preceding Call, or that Notice was not given as herein-before required, or that Calls amounting to more than Thirty Pounds in the whole had been made within Twelve Months then preceding; and in order to prove that the Defender was a Proprietor of such Share in the said Undertaking, as alleged, the Production of the Book in which the said Company is by this Act directed to enter and keep the Names and Additions of the several Proprietors from Time to Time of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, and of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons and Corporations who shall from Time to Time become entitled to Shares therein, or an Extract from such Book certified by the Secretary or One of the Directors of the said Company, shall be *primâ facie* Evidence that such Defender is a Proprietor, and of the Number and Amount of his Shares therein.

For ascer-  
taining the  
Proprietor-  
ship of  
Shares in  
case of  
Deaths, &c.  
in order to  
the making  
of Calls in  
respect of  
such Shares.

CXXXII. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or marry (being Females), or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Registers shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original or from any registered Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof  
duly

duly made and executed as herein provided, and such Declaration as is herein-before in that Behalf directed shall have been transmitted to the said Company, then and in any of the Cases aforesaid, after Twenty-one Days Notice in Writing shall have been given under the Hands of Two Directors, or under the Hand of the Secretary or Clerk of the said Company to the Person or Corporation stated or claiming in such Declaration to be the then Proprietor of such Share, or left at the last or usual known Place of Abode of such Person, or to the Clerk of such Corporation, or by Advertisement inserted in some One or more *Edinburgh* Newspapers, and also in One or more *Glasgow* Newspapers, to pay his or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting, after the Expiration of such Notice, to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers, as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon, or such Shares may, at the Option of the said Company, be consolidated in the general Fund of the said Company; and in case there shall be no such Declaration made as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or left at the last known Place of Abode of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the event of the Share having been disposed of as aforesaid, of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of any such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be out of the Kingdom, such Notice shall be inserted in the *London* and *Edinburgh* Gazettes; and in all such Cases, and after such Notices, on Default being made, the said Shares shall be forfeited, and may be sold, or be consolidated with the general Fund of the said Company in manner aforesaid; and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sales on account of the Nonpayment of Calls: Provided always, that in the Cases of Proprietors being abroad the Shares shall not be forfeited until the Expiration of Six Months after the last Day on which such Notice shall have been inserted in the *London* and *Edinburgh* Gazettes as aforesaid.

CXXXIII. And be it further enacted, That at all General and Special General Meetings held by virtue of this Act all Persons and Corporations who shall have duly subscribed for or become entitled to any Shares in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall be entitled to vote in respect of such Shares according to the following Scale; (that is to say,) for any Share or Shares not exceeding Three, One Vote; for more than Three and not exceeding Five Shares, Two Votes; for more

Directing  
how Sub-  
scribers shall  
vote at Meet-  
ings.

more than Five and not exceeding Ten Shares, Three Votes; for more than Ten and not exceeding Twenty Shares, Four Votes; when more than Twenty Shares, then an additional Vote for every Ten Shares beyond the first Twenty Shares: Provided nevertheless, that no Person or Corporation shall have more than Ten Votes in his or their own Right; and such Vote or Votes may be given by such respective Parties, or in their Absence by their respective Proxies, constituted under the Seals of such Bodies, or under the Hands of the other Proprietors appointing such Proxies; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of the Proprietors of the said Company then present personally or by Proxy; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and also as a Proxy, but in case of an Equality of Votes, shall and may also have the deciding or casting Vote; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted, and other Circumstances, will admit; (that is to say,)

Form of  
Proxy.

‘A. B. One of the Proprietors of  
 ‘ “The *Edinburgh and Glasgow* Railway Company,” hereby  
 ‘ appoints C. D. of to be the Proxy of the said  
 ‘ A. B. to vote or give his Assent to or Dissent from any Business,  
 ‘ Matter, or Thing relating to the said Undertaking, which shall be  
 ‘ proposed at any General or Special General Meeting of the said  
 ‘ Company, in such Manner as he the said C. D. shall think proper.  
 ‘ In witness whereof the said A. B. hath hereunto set his Hand [or  
 ‘ Common Seal] the Day of ’

Proxies to  
be trans-  
mitted to  
Secretary of  
Company.

CXXXIV. Provided always, and be it further enacted, That no Person shall be entitled to vote as the Proxy of any Person or Corporation as aforesaid unless the Instrument appointing such Proxy shall have been transmitted to and received by the Secretary or One of the Secretaries of the said Company Two Days at least before the holding of the Meeting at which such Proxy is intended to be used.

The Person  
whose Name  
stands first  
as a Joint  
Proprietor  
with others  
to be deemed  
the Owner  
and to vote.

CXXXV. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall for the Purpose of voting at any General or Special General Meeting of the said Company be deemed the Proprietor of such Share, and as between several Proprietors all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share (and not otherwise), and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect



respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Share so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left at the last or usual Place of Abode of such Person, or be inserted in the *London* and *Edinburgh* Gazette as herein mentioned (as the Case may require), and such Notice shall be deemed sufficient Notice to such Person whose Name shall so stand first as aforesaid, and to all other the Proprietors of such Share, for all the Purposes for which such Notice is intended to be given.

CXXXVI. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Idiot or Minor, such Lunatic or Idiot shall or may vote at such Meeting by his Curator or by the judicial Factor on his Estate, and such Curator or judicial Factor may vote in respect of the Interest of such Lunatics or Idiots either in Person or by Proxy; and such Minor shall and may vote by his Tutor, Curator, or Guardian, or by any of his Tutors, Curators, or Guardians, and such respective Tutors, Curators, or Guardians, or any of them, may vote in respect of the Interest of such Minors either in Person or by Proxy: Provided always, that every such Party may also vote in right of his own Share, if he have any, as well as in the Character of Curator, judicial Factor, Tutor, or Guardian.

Lunatics and  
Minors to  
vote by Cu-  
rators and  
Guardians.

CXXXVII. And be it further enacted, That no Proprietor of any Share on which any Call shall have been made shall after the Day appointed for the Payment of the same be allowed to vote either personally or by Proxy at any Meeting of the Proprietors of the said Company until the Money called for in respect of such Share shall have been fully paid.

Proprietors  
in arrear  
not to vote.

CXXXVIII. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors and Administrators and Successors, to sell and dispose of any Shares to which they shall be entitled therein, subject to the Rules and Conditions herein mentioned; and the Transfer or Conveyance of such Shares shall be in Writing duly stamped, in which the Consideration shall be truly stated, and may be in the following Words or to the like Effect, varying the Names and Descriptions of the contracting Parties as the Case may require; (that is to say,)

Shares to be  
transferable.

‘ I *A. B.* of \_\_\_\_\_ in consideration of the Sum  
 ‘ of \_\_\_\_\_ paid to me by *C. D.* of \_\_\_\_\_  
 ‘ do hereby assign and transfer to the said *C. D.* \_\_\_\_\_ Share, num-  
 ‘ bered \_\_\_\_\_, of and in the Undertaking called  
 ‘ “The *Edinburgh* and *Glasgow* Railway,” to hold unto the said  
 ‘ *C. D.*, his Executors, Administrators, and Assigns, [*or* Successors  
 ‘ and Assigns,] subject to the several Conditions on which I held the  
 ‘ same immediately before the Execution hereof; and I the said  
 [Local.] \_\_\_\_\_ 17 M \_\_\_\_\_ ‘ *C. D.*

Form of Con-  
veyance of  
Shares.

‘ C. D. do hereby agree to accept and take the said Share, subject to the Conditions aforesaid. In witness whereof [*here insert a testing Clause or Conclusion in the usual Form*].’

And on every such Sale the Transfer or Conveyance (being executed by the Seller and Purchaser) shall be kept by the said Company, or by the Secretary or Clerk of the said Company, who shall enter in some Book to be kept for that Purpose a Memorial of such Transfer and Sale, and indorse the Entry of such Memorial on the said Transfer or Conveyance, for which Entry and Indorsement the Sum of Two Shillings and Sixpence and no more shall be paid to the said Company; and the said Company, or the Secretary or Clerk as aforesaid, is hereby required to make such Entry or Memorial accordingly, and, on Demand, to make an Indorsement of such Transfer on the Back of the Certificate of each Share so sold, and deliver the same to the Purchaser for his Security, for which Indorsement no more than Two Shillings and Sixpence shall be paid; and such Indorsement, being signed by such Secretary or Clerk, shall be considered in every respect the same as a new Certificate; and until such Memorial shall have been made and entered as before directed the Seller thereof shall remain and be held liable for all future Calls, and the Purchaser shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share paid to him, nor any Vote in respect thereof, as a Proprietor of the said Undertaking.

Power to close Transfer Books at certain Periods.

CXXXIX. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to close the Books kept for entering Memorials of Transfer of Shares for a Period not exceeding Seven Days before each of the Half-yearly General Meetings of the said Company, and to fix a Day for that Purpose during which Time the said Company shall not be bound to take notice of any Transfer which shall not have been registered previously to the Day fixed for closing the Books; but all such Transfers shall, as between the Party claiming under the same and the said Company, but not otherwise, be considered as made subsequently to such Half-yearly General Meeting: Provided always, that Seven Days Notice at the least of the Day on which the Transfer Books shall be closed shall be given in One or more public Newspapers published in each of the Cities of *Edinburgh* and *Glasgow*.

After a Call made, no Share to be sold until Call is paid.

CXL. And be it further enacted, That no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking upon which any Call shall have been made, unless at the Time of such Sale or Transfer he or they shall have paid the full Sum of Money which shall have been called for in respect of each Share.

Receipt of One Proprietor of a Share a sufficient Discharge.

CXLI. And be it further enacted, That the Receipt of the Person or of any One of the Persons in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company, or of his Mandatory, shall from Time to Time be a sufficient Discharge to the said Company and Treasurer for any Dividend or other

other Sum of Money which shall become payable and be paid for or in respect of such Share, notwithstanding any Uses or Trusts upon or to which such Share shall be then settled, conveyed, or assigned, whether or not the said Company have Notice of such Uses or Trusts; and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

CXLII. And be it further enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor who shall be a Minor, Idiot, or Lunatic, the Receipt of the Tutor, Curator, or Guardian (if any, or if not of the Parent of such Minor, or of any judicial Factor,) shall be a sufficient Discharge to the said Company and their Treasurer for the same.

Receipt of the Parent or Guardian of a Minor a sufficient Discharge

CXLIII. And be it further enacted, That when and so soon as the Sum of Four hundred and fifty thousand Pounds in respect of Money hereby authorized to be raised by Subscription as herein-before mentioned shall have been actually paid up for the Purposes of this Act, or at any Time after, if it shall be found advisable, it shall be lawful for the said Company from Time to Time, by virtue of an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest on the Credit of the said Undertaking any Sum of Money not exceeding in the whole the Sum of Three hundred thousand Pounds, either in anticipation of or in addition to the Capital hereby authorized to be raised in Shares as aforesaid, but until the said Sum of Four hundred and fifty thousand Pounds shall have been so paid up as aforesaid it shall not be lawful for the said Company to raise any Sum of Money by Loan or Mortgage in anticipation of such Capital; and the Directors of the said Company, after such Order, and after the said Sum of Four hundred and fifty thousand Pounds shall have been paid up as aforesaid, are hereby empowered to mortgage, assign, and convey the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Certificate under the Hand of the Sheriff of either of the Counties of *Edinburgh, Linlithgow, Stirling, Dumbarton, or Lanark*, that the said Sum of Four hundred and fifty thousand Pounds has been paid up (and which Certificate such Sheriff is hereby authorized and required to grant on Production of the Books of the said Company, or upon such other Evidence as he may deem sufficient), and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director or by the Secretary or Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the said Sum of Four hundred and fifty thousand Pounds having been so paid up, and of the making of the Order for raising such additional Sum as aforesaid; and all such Mortgages, Assignments, and Conveyances shall be made under the Hands of any Two of the Directors and the Common Seal of the said Company, and shall be by Deed or Writing duly stamped, in which the Consideration for such Mortgage, Assignment, or Conveyance,

Proprietors to raise an additional Sum of Money if necessary, by Assignment in Security.

veyance, shall be truly stated and set forth, and may be in the Words or to the Effect following, or with such Variations therein as the Circumstances of the Loan may render necessary; (that is to say,)

‘ *Edinburgh and Glasgow Railway Company.*

Form of Assignment in Security.

‘ Number  
 ‘ BY virtue of an Act passed in the Year of the Reign  
 ‘ of Her Majesty Queen *Victoria*, intituled [*here set forth the*  
 ‘ *Title of this Act*], we, “The *Edinburgh and Glasgow Railway*  
 ‘ *Company*,” incorporated by and under the said Act, in consider-  
 ‘ ation of the Sum of \_\_\_\_\_ paid to  
 ‘ us by *A. B.* of \_\_\_\_\_, do assign  
 ‘ and convey unto the said *A. B.*, his Executors, Administrators,  
 ‘ and Assigns, the said Undertaking, and all and singular the  
 ‘ Rates, Tolls, and Sums of Money arising by virtue of the said  
 ‘ Act, and all the Estate, Right, Title, and Interest of the said  
 ‘ Company in and to the same, to hold unto the said *A. B.* his  
 ‘ Executors, Administrators, and Assigns, until the said Sum of  
 ‘ \_\_\_\_\_ together with Interest for the  
 ‘ same after the Rate of \_\_\_\_\_ for every One hundred  
 ‘ Pounds for a Year, shall be fully paid and satisfied. In witness  
 ‘ whereof [*here insert a testing Clause according to the Law of*  
 ‘ *Scotland*].”

And the respective Parties to whom such Mortgages, Assignments, or Conveyances shall be made shall be entitled One with the other to their respective Proportions of the said Rates, Tolls, and Sums and Premises according to the respective Sums in such Mortgages, Assignments, or Conveyances mentioned to be advanced, without any Preference by reason of Priority of the Date of any such Order of Meeting, or Priority in Date of such Mortgage, Assignment, or Conveyance, or on any other Account whatsoever; and an Entry or Memorial of such respective Mortgages, Assignments, or Conveyances, containing the Numbers and Dates thereof, and the Names of the Parties, with their proper Additions, to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall within Fourteen Days next after the Date thereof be entered in some Book to be kept by the Secretary or Clerk of the said Company, which said Book may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Mortgage, Assignment, or Conveyance shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights and Interests therein to any other Person; and every Transfer thereof shall be by Deed duly stamped, in which the Consideration for such Transfer shall be specified, and may be in the Words or to the Effect following; (that is to say,)

Form of Transfer of Assignment in Security.

‘ I *A. B.* of \_\_\_\_\_ in consideration of  
 ‘ the Sum of \_\_\_\_\_ paid by *C. D.*  
 ‘ of \_\_\_\_\_ do hereby transfer to the said  
 ‘ *C. D.*, his Executors, Administrators, and Assigns, a certain Assign-  
 ‘ ment or Conveyance, Number \_\_\_\_\_, made by “The  
 ‘ *Edinburgh*

‘ *Edinburgh and Glasgow Railway Company,*” to  
 ‘ bearing Date the Day of for securing  
 ‘ the Sum of and Interest, and all my  
 ‘ Right, Estate, and Interest in and to the Money thereby secured,  
 ‘ and in and to the Rates, Tolls, Sums of Money and Property  
 ‘ thereby assigned. In witness whereof [*here insert a testing*  
 ‘ *Clause according to the Form of the Law of Scotland*].’

And every such Transfer shall within Twenty Days after the Date thereof, if executed in *Scotland*, or otherwise within Twenty-eight Days after the Arrival thereof in *Scotland*, if executed elsewhere, be produced to the Secretary or Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage, Assignment, or Conveyance, for which the said Company shall be paid the Sum of Two Shillings and Sixpence ; and after such Entry or Memorial made every Transfer shall entitle such Assignee, his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon, and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage, Assignment, or Conveyance so transferred, or any Money thereon due or thereby secured, or any Part thereof.

CXLIV. And be it enacted, That in case any Banking Company or Person shall agree to allow to the said Company hereby incorporated, upon the Security of the said Railway and Works as aforesaid, a Credit to the Extent of the Sum of Fifty thousand Pounds, or any Part of such Sum, on a Cash Account, according to the Usage of Bankers in *Scotland*, to be operated upon by the Secretary or Treasurer or other Officer of the Company, as may be directed from Time to Time, by Drafts as is usual in such Cases, it shall be lawful for the said Company by an Order to be made at any General or Special General Meeting thereof to accept of such Credit, and thereupon the said Directors are hereby empowered to sign a Minute or Agreement to that Effect, and to mortgage, assign, and convey the Property of the said Company, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, as a Security for the Sums due from Time to Time under such Cash Credit, and the Interest thereof, to such Banking Company or Person : Provided always, that the total Sum due and owing by the said Company at any One Time for Money borrowed as herein-before authorized, and also upon such Cash Account, shall never together exceed the Sum of Three hundred thousand Pounds, nor shall any Sum of Money be taken up or borrowed upon such Cash Account until the Sum of Four hundred and fifty thousand Pounds shall have been paid up in respect of the Money hereby authorized to be raised by Subscription as herein-before mentioned.

Power to  
 establish a  
 Cash Credit

CXLV. And be it further enacted, That in case the said Company, at any Special Meeting to be called as by this Act is directed, at any Time after the said Sum of Four hundred and fifty thousand Pounds shall  
 [Local.] 17 N have

Power to  
 increase Ca-  
 pital Stock  
 by raising  
 Amount by  
 Shares.

have been paid up and such Certificate obtained as aforesaid, instead of borrowing such further or additional Sum as aforesaid by way of Loan, or continuing the same on Loan, shall think it advisable to raise such further or additional Sum or any Part thereof by way of Augmentation of their Capital Stock, or shall deem it expedient to borrow or continue at Interest only a Part of the said further or additional Sum by way of Loan, and to raise the Remainder thereof, or Part of the Remainder thereof, by way of Augmentation of their Capital Stock, then and in either of the said Cases it shall be lawful for the said Company by the issuing of new Shares to augment the Capital Stock of the said Company by any further Sum or Sums of Money, so as the same, together with any Sum of Money that may be borrowed and continuing at Interest by way of Loan as aforesaid, shall not exceed such further and additional Sum of Three hundred thousand Pounds hereby authorized to be raised as aforesaid; and all such further and additional Capital Stock, not exceeding such additional or further Sum as aforesaid as shall be so raised, shall be considered as Part of the general Capital Stock of the said Company, and be under and subject to the same Provisions, Regulations, Directions, and Management, in all respects and to all Intents and Purposes, as if the same had been Part of the original Capital Stock of the said Company, except as to the Times of making Calls for the said additional Capital Stock, and the Amount of such Calls, which Times and the Amount of such Calls respectively shall from Time to Time be appointed by the said Company: Provided always, that all the Regulations, Provisions, and Authorities herein contained, in relation to the Calls for the Capital Stock of the said Company, and to the Recovery thereof, or of any Arrears thereof, and to the Forfeiture of any Sums advanced by reason of any Neglect or Refusal to comply with such Calls, shall be applicable to the Calls for the said further and additional Sum hereby authorized to be raised or subscribed as aforesaid, or such Part thereof as shall be required to be raised by way of additional Capital Stock as aforesaid, and to the Refusal or Neglect to comply with such last-mentioned Calls.

Interest of Money borrowed to be paid in preference to Dividends.

CXLVI. And be it further enacted, That the Interest of the Money which shall be raised by any such Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company, or any of them; and in case such Interest, or any Part thereof, shall be unpaid by the Space of Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Thirty Days next after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for the Sheriff of any of the Counties of *Edinburgh, Linlithgow, Stirling, Dumbarton, or Lanark*, and he is hereby empowered, on Request to him made by or on behalf of the Person or Corporation in right of such Mortgage, Assignment, or Conveyance, or Transfer thereto, whose Interest shall be so in arrear, by an Order under his Hand, after hearing Parties, to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums

Sums as are liable to pay such Interest so due and unpaid as aforesaid, and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Person to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, shall be fully paid and satisfied; and after such Interest and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine, or otherwise the said Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any competent Court.

CXLVII. Provided always, and be it further enacted, That no Person to whom any such Mortgage, Assignment, or Conveyance shall be made or transferred shall by reason thereof be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at or taking any Part in the Proceedings of any Meeting of the said Company.

Mortgagees  
not to be  
deemed Pro-  
prieters.

CXLVIII. And be it further enacted, That when any Sum of Money shall be borrowed at Interest, pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period or Periods for the Repayment of the Principal Sum of Money so to be borrowed, with the Interest thereof; and in such Case the said Company shall cause to be inserted in such Mortgage, Assignment, or Conveyance the Time or Times which shall be fixed or agreed upon for the Repayment of the Principal Money thereby to be secured; and such Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid at the Time or Times so to be fixed, to the Party who shall upon the Expiration of such Period or Periods be the Holder of and entitled to such Mortgage, Assignment, or Security, or his Assignee.

Company  
may stipu-  
late Periods  
for Repay-  
ment of  
Loans.

CXLIX. And be it further enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act, the Party entitled to any such Mortgage, Assignment, or Conveyance may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at the Expiration or at any Time after the Expiration of Twelve Months from the Date of such Mortgage, Assignment, or Conveyance, upon giving Six Months Notice in Writing to the Secretary or Clerk of the said Company for the Time being: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Mortgages, Assignments, or Conveyances in which no Time shall be fixed for the Payment thereof, or any Part of the Money thereby secured, on giving Six Months Notice to the Parties holding such Mortgages, Assignments, or Conveyances, or in the *London* and *Edinburgh* Gazette, and in Two or more Newspapers published in the City of *Edinburgh*, and also in Two or more Newspapers published in the City of *Glasgow*; and at the Expiration of the said Six Months all Interest shall cease to be paid on the

As to paying  
off Loans  
when no Pe-  
riod is stipu-  
lated.

said

said Principal Money, unless the said Company shall, on Demand, fail in the Payment thereof in pursuance of such Notice.

For securing  
Repayment  
of Principal  
Money bor-  
rowed.

CL. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage, Assignment, or Conveyance as aforesaid by virtue of this Act, or of any Part of such Principal Sum, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for the Sheriff of any of the Counties of *Edinburgh, Linlithgow, Stirling, Dumbar-ton, or Lanark*, and they are hereby respectively empowered, on Request to any of them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Ten thousand Pounds, by an Order under their Hands, after hearing Parties, to appoint some Person to receive the Whole, or such Part of the said Rates, Tolls, or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid, and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Persons and Corporations to whom such Principal Money shall be due, and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, and all Interest due thereon, shall be fully paid and satisfied; and after such Principal, Interest, and Costs shall have been paid and satisfied, the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine, or otherwise the said Principal Money so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any competent Court.

In case  
Loans are  
paid off, the  
Company  
may raise  
the Amount  
again.

CLI. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money herein-before authorized to be raised by Mortgage, Assignment, or Conveyance as aforesaid, and shall afterwards pay off all or any Part thereof, then and in every such Case it shall be lawful for the said Company, immediately or at any Time thereafter, again to raise, in lieu of the Principal Money so paid off by them, such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow more than the Sum of Three hundred thousand Pounds in the Whole at any One Time over and above the Amount of the Calls for the Time being remaining unpaid and still to be called for by the said Company.

Application  
of Money to  
be raised.

CLII. And be it further enacted, That the Money to be raised by the said Company by virtue of this Act shall be laid out and applied, in the first place, in paying and discharging all Costs and Expences incurred in applying for, obtaining, and passing this Act, and all  
other



other Expences preparatory or relating thereto ; and the Remainder of such Money shall be applied in and towards purchasing Lands, and making and maintaining the said Railway and other Works, and in otherwise carrying this Act into execution.

CLIII. And be it further enacted, That the First General Meeting of the said Company shall be held within Six Months next after the passing of this Act, and from and after such First General Meeting of the said Company there shall be a Half-yearly General Meeting of the said Company on *Wednesday* in the First Week of the Month of *February*, and on *Wednesday* in the First Week of the Month of *August*, in each and every Year, or within the Space of Twenty Days next after each of such Periods (the first of such Half-Yearly Meetings being held in the Months of *February* or *March* One thousand eight hundred and thirty-nine); and all such and so many Special General Meetings of the said Company as the Directors of the said Company shall think proper to convene, or as shall be convened by the Proprietors in manner herein-after provided, of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given in the Manner herein-after directed; and every such Notice of a Special General Meeting shall specify the Purpose for which the same is called; and such First General Meeting and such Half-yearly General Meetings and Special General Meetings may be adjourned from Time to Time; and all General and Special General Meetings and adjourned Meetings of the Company shall be held in *Glasgow*.

First and other General Meetings of the Company.

CLIV. And be it further enacted, That Thirty or more Proprietors of the said Company, holding in the aggregate Three thousand Shares or upwards in the said Undertaking, upon which Shares all Calls actually previously made and payable shall have been paid and satisfied, may at any Time, by Writing under their Hands left at the Office of the said Company, or given to at least Three Directors of the said Company, or left at or delivered at their last or usual Places of Abode, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company in *Glasgow*, so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice shall have been given as aforesaid, the same may be called by such Thirty or more Proprietors, by giving Fourteen Days Notice thereof in Two or more *Edinburgh* Newspapers, and in Two or more *Glasgow* Newspapers; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present at such Meeting (provided there shall within One Hour from the Time appointed for such Meeting be Twenty Persons present personally or by Proxy who shall in the whole be entitled to vote in respect of at least One thousand Shares) shall proceed in the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice, and to those only; and all Acts of the major Part in Votes of the Proprietors of the said Company met together at any such Special General

Meetings of Proprietors may be specially convened.

Meeting shall be as valid with respect to the Matters specified in such Notice, and those only, as if he same had been done at a General Meeting held at the Time herein-before appointed for holding the same.

Business at  
Special and  
Adjourned  
General  
Meetings.

CLV. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called, and no Business shall be transacted at any adjourned General or adjourned Special General Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Notice of  
Meetings  
how to be  
given.

CLVI. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any other Matters, to any of the Proprietors of the said Company, and all other Notices which may be required to be given by or on behalf of the said Company, and which are not herein otherwise provided for, shall be signed by the Chairman or Deputy Chairman or any Two of the Directors of the said Company, and shall be given by Advertisements inserted in Two or more *Edinburgh* Newspapers and in Two or more *Glasgow* Newspapers; and all such Notices, when published and given, shall be deemed and considered the same as if personally served; and all Notices by this Act authorized to be left at the Place of Abode of any Proprietor may be so left at the Place or Residence as of which he may be described in the Books of the said Company; and any Proprietor may have full Liberty at all reasonable Times, without Fee or Reward, to inspect and ascertain that his proper Residence is there inserted; and in the Event of its not being so, or of any Change of Residence taking place, the Secretary or Clerk of the said Company shall, on Notice thereof from such Proprietor, make such Alteration in the said Books as may be requisite.

First Ge-  
neral Meet-  
ing to choose  
Directors.

CLVII. And be it further enacted, That at the First General Meeting to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment therefrom, Twenty-four Persons, who shall be Proprietors, and respectively possessed in their own Right of Ten Shares in the said Undertaking, shall be elected Directors to manage the Affairs of the said Company by the Proprietors present at such Meeting, either personally or by Proxy, Eight at least of which Directors so qualified shall be Proprietors residing in or within Ten Miles of *Edinburgh*, and Eight at least shall be Proprietors residing in or within Ten Miles of *Glasgow*; and of the Directors so elected as aforesaid Six shall be a Quorum; and the several Persons so to be elected, being neither removed nor disqualified nor resigning, shall continue in Office and be Directors until the Half-yearly General Meeting of the said Company which shall be held in the Months of *February* or *March* in the Year of our Lord One thousand eight hundred and thirty-nine, and until others shall be elected in their Stead in pursuance of this Act; and the said Company at any General Meeting shall have Power to fix what Remuneration (if any) shall from Time to Time be allowed to the Directors of the said Company.

CLVIII. Pro-

CLVIII. Provided also, and be it further enacted, That if at any such General Meeting there shall not, within One Hour from the Time appointed for such Meeting, be Twenty Persons present, personally or by Proxy, who shall in the whole be entitled to vote in respect of at least One thousand Shares, no Choice of new Directors or Alteration of existing Directors shall be made, nor shall any Business be transacted, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Fourteen Days from that Time; and if such sufficient Number of Proprietors, personally or by Proxy, shall not attend thereat, such Meeting shall stand adjourned to the following Day at the same Hour and Place; and in case such Number of Persons qualified as aforesaid shall not then be present, the Directors for the Time being shall continue to act and have the same Powers as they had and were possessed of until new Directors shall be appointed at the General Meeting which shall be held in the Month of *February* of the following Year.

General Meetings for choosing Directors to consist of at least Twenty Persons possessed of One thousand Shares.

CLIX. And be it further enacted, That at the General Meeting to be held in the Months of *February* or *March* which will be in the Year of our Lord One thousand eight hundred and forty One Fourth of the Directors who shall have been so elected as aforesaid (to be determined by Ballot among themselves) shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons who shall be Proprietors, and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking, shall be elected by the Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Months of *February* or *March* which will be in the Year One thousand eight hundred and forty-one One Third of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Months of *February* or *March* which will be in the Year of our Lord One thousand eight hundred and forty-two One Half of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Months of *February* or *March* which will be in the Year of our Lord One thousand eight hundred and forty-three the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Months of *February* or *March* in every subsequent Year One Fourth of the Directors, being those who shall have been longest in Office, shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner: Provided always, that the Places of Directors shall be so supplied as that Eight at least of the Directors for the Time being of the said Company shall always consist of Proprietors residing in or within Ten Miles of *Edinburgh*, and Eight at least of Proprietors residing in or within Ten Miles of *Glasgow*.

Directors to go out annually by Rotation.

Directors  
going out of  
Office re-  
eligible.

CLX. Provided always, and be it further enacted, That every Director who shall go out of Office on any annual Day of Election may be immediately or at any future Time re-elected by the said Company a Director of the said Company, and after such Re-election he shall, with reference to the going out by Rotation, be considered as a new Director.

No Person  
holding  
Office ca-  
pable of  
being a Di-  
rector.

CLXI. Provided nevertheless, and be it further enacted, That no Person holding any Office or Place of Trust or Profit under the said Company, or being concerned or interested in any Contract with the said Company, shall be capable of being a Director of the said Company, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or of being concerned or interested in any Contract with the said Company, during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time subsequently to his Election accept or continue to hold any other Office or Place of Trust or Profit under the said Company, or shall either directly or indirectly be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Ten Shares in the said Undertaking, the Office of such Director shall thereupon become vacant, and he shall thenceforth be disqualified from voting or acting as a Director.

For supply-  
ing Vacan-  
cies among  
Directors.

CLXII. And be it further enacted, That when and so often as any Director of the said Company chosen by Ballot as aforesaid shall die, or shall resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it shall be lawful for the remaining Directors, if they shall think proper so to do, to elect some other Proprietor duly qualified to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall be a Member of the same Committee, and shall continue in Office as a Director so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived and remained in Office.

First Di-  
rectors of the  
Company.

CLXIII. And be it further enacted, That *William Connall, James Auchenleck Cheyne, Thomas Dunlop Douglas, Thomas Duncan, Thomas Edington, John Fleming, Henry Grazebrook, Eagle Henderson, John Leadbetter, John Learmonth, William M'Laren, Alexander M'Neil, Sutherland M'Kenzie, John M'Kean, Theodore Woolmer Rathbone, James Richardson, Henry Raeburn, Archibald Smith, Erskine Douglas Sandford, Charles Tennant, George Warden, John Wilson, William White*, and the Survivors and Survivor of them, or such of them as shall continue to act, shall be the first Directors of the said Company, and shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act; and they the said Directors herein-before named shall and they are hereby required to fix the Time of such Meeting, within the Limit herein-before prescribed, and to give Notice thereof in manner herein-before provided with respect to General Meetings of the  
said

said Company; and until such First General Meeting shall be holden, and such Twenty-four Directors shall have been duly elected, as hereinbefore prescribed, the said Directors herein named, or the Survivors or Survivor of them, or such of them as shall continue to act, shall and lawfully may allot the Shares remaining undisposed of in the said Undertaking as to the said Directors shall seem fit, and shall and may exercise all other Powers and Authorities which are by this Act given to or which may be exercised by the Directors who shall be elected in pursuance hereof at the First or any subsequent Annual General Meeting of the said Company.

CLXIV. And be it further enacted, That at the first Meeting of Directors which shall be held after the passing of this Act, and at the first Meeting of Directors which shall be held next after the first Appointment of the said Directors under the Provision herein contained, and at the first Meeting of the Directors which shall be held next after the Half-yearly Meeting in the Months of *February* or *March* in each succeeding Year except the Year One thousand eight hundred and thirty-nine, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors, and the Chairman for the Time being of the said Directors shall have the Custody of the Common Seal of the said Company: Provided always, that when and so often as the Chairman or Deputy Chairman to be chosen by virtue of this Act shall die, or resign, or become disqualified to act, or otherwise cease to be a Director, it shall be lawful for the Directors present at the Meeting next after such Vacancy shall have occurred to choose some other of the said Directors to be Chairman or Deputy Chairman, to be chosen as last aforesaid to fill such Vacancy, who shall continue in such Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provisions of this Act to continue if such Vacancy had not happened.

Chairman and Deputy Chairman of Directors to be appointed.

CLXV. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence some one of the Directors of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors, any Proprietor to be chosen at such Meeting, shall preside as Chairman; and such Chairman, in case of an equal Division of Votes upon any Subject entertained at any such Meeting, shall, in addition to his own Votes in respect of the Shares held by him, and in respect of the Shares of any other Proprietor whose Proxy he may hold, have an additional or casting Vote as Chairman.

At Meetings of the Company, Chairman or Deputy Chairman of Directors to preside, if not absent.

CLXVI. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have Power to use the Common Seal of the said Company on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulation, and Direction of the Affairs of the said Company, or relative thereto, or to the Rates to be charged as after mentioned, which the said Company are by this Act autho-

Powers and Duties of Directors.

[Local.]

17 P

alized

rized to do, except such as are herein required and directed to be done at some General or Special General Meeting of the said Company; and the said Directors shall appoint and displace all the Officers and Servants of the said Company, and allow to them such Salaries, Gratuities, and Recompences as to the said Directors shall seem proper; and the said Directors shall hold stated monthly Meetings in *Glasgow*, and shall also have Authority to meet and adjourn from Time to Time and from Place to Place, such Places being within the Distance of Ten Miles from the Line of the said Railway, as they shall think proper; and there shall be Six Directors at the least present in order to constitute a Meeting, and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present, and no Director, although possessed of many Shares in the said Undertaking, shall have more than One Vote at any such Meeting, unless he be the Chairman of such Meeting, in which Case he shall, if there shall happen to be an equal Division, always have an additional or casting Vote as such Chairman; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and the said Directors shall also keep full and true Accounts of all Monies disbursed and Payments made by the said Directors, and by all Persons employed by or under them, and of all Money which they shall receive on behalf of or in respect of such Undertaking from any Collector of the Rates, Tolls, or Sums by this Act granted, or from any other Officer or Person employed in or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person on any Account for the Use of the said Company, and shall regularly enter, into some Books to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies, as the Case shall require, of such Appointments, Receipts, and Disbursements, and of all Contracts and Bargains entered into or made by them, and of other their Proceedings, and which Books shall be deposited with and kept under the Care and Direction of the said Directors: Provided always, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company: Provided also, that the said Directors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company, who shall have the Custody or Control of any Money received by virtue of this Act, for the faithful Execution of his Office, before he shall enter thereupon.

Treasurer,  
&c. to give  
Security.

Meetings of  
Directors to  
choose Com-  
mittees.

CLXVII. And be it further enacted, That at the first Meeting of Directors which shall be held after the passing of this Act, and at the first Meeting of Directors which shall be held next after the first Appointment of Directors under the Provision herein contained, and at the first Meeting of Directors which shall be held next after the Half-yearly Meeting in the Month of *February* in each Year, except the Year One thousand eight hundred and thirty-eight, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company Two Committees, each of which Committees shall

shall consist of Twelve Directors ; and One of such Committees shall be called the *Edinburgh* Committee, and the other the *Glasgow* Committee ; and of the *Edinburgh* Committee Eight Members at the least shall be Directors residing in or within Ten Miles of *Edinburgh*, and the other Four Members shall be unrestricted as to Place of Residence ; and of the *Glasgow* Committee Eight Members at the least shall be Directors residing in or within Ten Miles of *Glasgow*, and the other Four Members shall be unrestricted as to Place of Residence ; and such Committees respectively shall have full Power and Authority to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Surveyors, Workmen, or Servants in or about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in or about the said Undertaking which the said Directors shall from Time to Time think proper to intrust to the Care and Management of such Committees respectively (save and except nevertheless the making Calls for Money upon the Proprietors of the said Undertaking) ; and such Committee respectively shall have Power to meet from Time to Time and to adjourn from Place to Place as they shall think proper and as Occasion shall require, for effecting the Purposes aforesaid ; and all Powers and Authorities hereby vested in or which shall by the said Directors be confided to any such Committee within the Intent and Meaning of this Act shall and may be exercised by Five of the Members present at the respective Meetings of such Committee ; and at all Meetings of the said Committees One of the Members present shall be appointed Chairman, and all Questions shall be determined by a Majority of the Members present, and the Chairman shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Committee shall have an additional or casting Vote.

CLXVIII. And be it further enacted, That it shall be lawful for the said *Edinburgh* Committee and *Glasgow* Committee respectively from Time to Time to nominate and appoint out of their own Body a Sub-Committee or Sub-Committees, who shall have full Power and Authority to do, execute, and perform all such and so many of the Matters and Things which the said Committee are hereby authorized to do, or which shall be confided to them by the said Directors, as the said Committees respectively shall think proper to delegate and confide to such Sub-Committees respectively ; and it shall be lawful for the said *Edinburgh* Committee and *Glasgow* Committee respectively, by an Order or Resolution for that Purpose, to break up and dissolve any Sub-Committee which shall have been appointed by them respectively, or to remove and displace any Member of such Sub-Committee, and to appoint another in his Place and Stead, when and as often as such Committees respectively shall think proper, and such Sub-Committees respectively shall have Power to meet from Time to Time and to adjourn from Place to Place as they shall think proper and as Occasion may require for effecting the Purposes aforesaid ; and at all Meetings of the said Sub-Committees One of the Members present shall be appointed Chairman, who shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Sub-Committee shall have an

Committees  
may appoint  
Sub-Com-  
mittees.

an

an additional or casting Vote; and all Powers and Authorities which shall be confided to any such Sub-Committees under this Act shall and may be exercised by any Three of the Members present at the respective Meetings of such Sub-Committee.

Contracts signed by Three Directors to be binding.

CLXIX. And be it further enacted, That all Contracts and Agreements in Writing relating to the Affairs of the said Company which shall be signed by any Three of the Directors of the said Company shall be binding on the said Company and all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators; and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company, or any of the other Parties thereto failing in the Execution thereof.

Orders and Proceedings to be entered in a Book.

CLXX. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special, of the said Company, and of the said Directors and Committees and Sub-Committees respectively, shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings, when so entered and signed, or Extracts thereof, certified by the Secretary or any One of the Directors of the said Company, shall be received as Evidence in all Courts, and before all Judges, Justices, and others, and that without due Proof of such respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors, or being Directors or Members of the Committee or Sub-Committee respectively, or of the Signature of such Chairman, as the Case may be, all of which last-mentioned Acts shall be presumed.

Directors to cause Accounts to be kept.

CLXXI. And be it further enacted, That the said Directors shall cause a Book to be kept by a Book-keeper, who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said Book true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; and such Book shall at all reasonable Times during Fourteen Days previous to the First Day of *November* and the First Day of *May* in each Year be open to the Inspection of the respective Loan Creditors for Money advanced and lent for the Purposes of this Act, without Fee or Reward, and the said Loan Creditors, or any of them, may take Copies of or Extracts from the said Book without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not permit such Loan Creditors, or any of them, to inspect such Book, or to take such Copies or Extracts as aforesaid, such Book-keeper shall forfeit and pay for every such Offence any Sum of Money not exceeding Twenty Pounds.

No Person to hold the Offices of

CLXXII. Provided always, and be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed the Secretary or Clerk in the Execution of this Act, or  
the



the Partner of such Secretary or Clerk, or any Person in the Service or Employ of such Secretary or Clerk or of his Partner, to be the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed the Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or of his Partner, to be the Secretary or Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Secretary or Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Secretary or Clerk, or in the Service or Employ of such Secretary or Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer or the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Secretary or Clerk in the Execution of this Act, or shall act as Deputy of such Secretary or Clerk, or in any Manner officiate for such Secretary or Clerk, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds.

Secretary or Clerk and Treasurer at the same Time.

CLXXIII. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the said Directors of the said Company, make out and deliver to them, or to such Persons as they shall for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act; and such Account shall state how, and to whom, and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the said Directors or the said Company, or to such Persons as the said Directors or Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, in his Possession or Power, or to pay the Balance thereof, when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Directors or the said Company, or to such Persons as they shall appoint, within Three Days after being thereunto required by the said Directors or Company, or by such other Persons as last aforesaid, all Books, Papers, and Writings, Property, Effects, Matters, and Things in his Possession or Power relating to the Execution of this Act or belonging to the said Company, then and in every such Case, Complaint being made thereof by the said Directors or the Company, or by any other Person on their Behalf, to the Sheriff of the County where such Officer or other Person appointed or employed as aforesaid resides or shall be found, the said Sheriff may and he is hereby required to grant Warrant for bringing such Officer or Person before him, and upon his appearing, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to adjust and declare the Balance on the

Officers to account.

[Local.]

17 Q

said

said Account if produced; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, or by Inspection of the said Account produced, it shall appear to the said Sheriff that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, the said Sheriff may and he is hereby empowered, upon Nonpayment thereof, to grant Warrant for such Money, to be levied by Pounding and Sale of the Goods and Effects of such Officer or Person; and if sufficient Goods or Effects shall not be found to answer and satisfy the said Monies and the Expences of such Pounding and Sale, or if such Officer or Person shall not appear before the said Sheriff at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to the said Sheriff such Account in Writing as aforesaid, or to produce and deliver to the said Sheriff the several Vouchers and Receipts aforesaid relating to such Accounts, or deliver up such Books, Papers, and Writings, Property, Effects, Matters, and Things, or to pay the Balance due as aforesaid, then and in any of the Cases aforesaid the said Sheriff may grant Warrant for committing such Officer or Person to some Common Gaol or House of Correction within his Jurisdiction, there to remain without Bail until he shall have made out and delivered such an Account as shall be satisfactory to the said Sheriff, and have delivered up the said Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings, Property, Effects, Matters, and Things (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Pounding and Sale, or until he shall have compounded with the said Directors or the said Company for such Money and Charges, and have paid the Composition Money to them (and which Composition the said Directors or Company are hereby empowered to make), or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings, Property, Effects, Matters, and Things, to the said Directors or Company: Provided always, that no Person who shall be committed as aforesaid, except for Refusal or Neglect as aforesaid, shall be detained in Prison for any longer Space of Time than Three Months.

Company  
empowered  
to make  
Bye Laws.

CLXXIV. And be it further enacted, That the said Company, at some General or Special General Meeting of the said Company, at which General or Special General Meeting not less than Twenty Persons holding together at the least One thousand Shares in the Undertaking, shall be present, either personally or by Proxy, shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem expedient for the good Government of the Affairs of the said Company, and for regulating the Proceedings and remunerating and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking, and of the Officers and Servants of the said Company, in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, Orders, and Rules, or any of them, and to make others,  
and

and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same, as to the said Company shall seem meet, not exceeding the Sum of Five Pounds for any One Offence, such Fines and Forfeitures to be levied and recovered as any Penalty may by this Act be levied and recovered; which said Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, shall be printed and published, and such Bye Laws, Orders, and Rules, except such as shall relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants, shall be painted on Boards and hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway, and other Buildings or Places at which any Rates or Tolls shall be collected or paid under the Authority of this Act, and which Boards shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules, when so published and affixed, shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same, provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *Scotland*, or to any Directions in this Act contained: Provided always, that before any such Bye Laws, Orders, or Rules shall come into operation the same shall be approved of by the Sheriff of some County in or through which the said Railway shall pass.

CLXXV. And be it further enacted, That the said Company shall have full Power and Authority, with the Consent of any General or Special General Meeting of the said Company, to be signified by a Resolution of such Meeting, from Time to Time to purchase, feu, or take on Lease any Buildings, Lands, or other Property not exceeding Five Acres from Persons who may be willing to dispose of the same, for the Purpose of Offices and Warehouses, or for the Purpose of erecting Offices, Warehouses, or other Buildings thereon for the Purposes of the said Railway, adjoining to or at a Distance from the said Railway, and for such Purposes to enter into all such Contracts, Conveyances, Deeds, or others as they may be advised are necessary, and to cause such Deeds to be signed by any Two of the Directors of the said Company, and the Seal of the said Company to be affixed thereto, which Deeds shall be binding upon the said Company and their Successors; and the said Company may also, at their own Expence, erect and build upon or contract for the Erection upon such Land to be acquired as aforesaid such Offices, Warehouses, or Buildings for the Use of the said Company as shall to them seem meet and desirable, and to sell again, feu, lease, or otherwise dispose of the same from Time to Time, as they may think proper, and again from Time to Time to purchase, feu, and lease other Buildings or Lands for the like Purpose, and again to erect and build thereon as aforesaid, and to execute all proper Deeds and Conveyances respecting the same as the said Company may deem advisable or expedient.

Power to  
take Offices  
on Lease or  
otherwise.

CLXXVI. And

Accounts to  
be made up  
Half-yearly.

CLXXVI. And be it further enacted, That the Books of the said Company shall be brought to an exact Balance twice a Year, upon the Thirty-first Day of *December* and Thirtieth Day of *June* in each Year, and half-yearly thereafter upon the same Days, if lawful Days, or if a *Sunday* upon the Day preceding, and shall for One Month after the said Two Half-yearly General Meetings be open for the Inspection of all or any of the Proprietors at the principal Office or Place of Business of the Company; but none of the said Proprietors (except the Chairman, Deputy Chairman, and Directors, who shall at all Times have Access to the Books) shall be entitled at any other Time to demand the Use or Inspection of any of the Books belonging to the Company, unless in virtue of a written Order signed by Three of the said Directors; that an exact Balance of the Company's Affairs shall be made up on the said Thirty-first Day of *December* and Thirtieth Day of *June* in each Year, signed by One of the principal Officers of the said Company, exhibiting a fair and true Statement of the Amount and Value of the Capital Stock and Property of every Description belonging to the said Company at that Date, the Debts due by the said Company, and a distinct View of the Profit or Loss which has arisen on the Transactions of the Company in the Course of the preceding Half Year; which Balance Sheet shall, previously to each Half-yearly General Meeting, be examined and docqueted by the Directors or any Three of their Number; and along with the said Balance Sheet the Directors shall exhibit a Cast or Scheme of the Appropriation or Division of the Profit (if any has been realized) among the Proprietors, a Dividend according to which Cast or Scheme shall be declared at both or either of the said General Meetings; but the said Directors shall be entitled, before declaring the Dividend, to set aside out of the said Profit such Sum as they may think proper to meet Contingencies, or for further enlarging, repairing, or improving the said Railway and other Works connected therewith, or any Part thereof, and to divide the Balance only among the Proprietors: Provided always, that no Dividend shall be made whereby the Capital Stock of the Company shall be in any Degree reduced or impaired, nor shall any Dividend be paid in respect of any Share after the Day appointed for Payment of any Call of Money in respect thereof until such Call shall have been paid.

Railway to  
be free on  
Payment of  
Rates.

CLXXVII. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and to use and employ the said Railway with Carriages and Engines properly constructed as by this Act directed, upon Payment only of such Rates and Tolls as shall be demanded by the said Company, not exceeding the respective Rates or Tolls by this Act authorized, and subject to the Provisions of this Act, and to the Rules and Regulations which shall from Time to Time be made by the said Company or by the said Directors, by virtue of the Powers to them respectively by this Act granted.

Rates of  
Tonnage al-  
lowed to be  
taken for the  
Use of the  
Railway.

CLXXVIII. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Articles, Matters, and Things which shall be conveyed upon or along the said

said Railway or any Part thereof, any Rates or Tolls not exceeding the following; (that is to say,)

For all Dung, Compost, and all Sorts of Manure, Lime, and Limestone, and all undressed Materials for the Repair of public Roads or Highways, the Sum of Two-pence *per Ton per Mile* :

For all Coals, Coke, Culm, Charcoal, Cinders, Building, Pitching, and Paving Stones, Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig, Bar, Rod, Hoop, Sheet, and all other similar Descriptions of Wrought Iron and Castings not manufactured into Utensils or other Articles of Merchandize, the Sum of Two-pence Halfpenny *per Ton per Mile* :

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, the Sum of Three-pence *per Ton per Mile* :

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandize, Articles, Matters, or Things, the Sum of Four-pence *per Ton per Mile*.

CLXXIX. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for or in respect of Passengers, Beasts, Cattle, and Animals conveyed in Carriages upon the said Railway, any Tolls not exceeding the following; (that is to say,)

Tolls allowed to be taken on Carriages conveying Passengers or Cattle upon the Railway.

For every Person conveyed in or upon any such Carriage, the Sum of Two-pence *per Mile* :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull or Neat Cattle, conveyed in or upon any such Carriage, the Sum of Two-pence *per Mile* :

For every Calf or Pig, Sheep, Lamb, or other small Animals conveyed in or upon any such Carriage, the Sum of One Penny *per Mile* :

And for every Carriage of whatever Description, having more than Two Wheels, and not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, the Sum of Five-pence *per Mile*, and a like Sum of Five-pence *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

CLXXX. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive or stationary Engines or other Power for the drawing or propelling of any Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway, and also along or upon any other Railway communicating therewith, and to receive, demand, and recover such Sums of Money for the Use of such Engines or other Power as the said Company shall think proper, not exceeding the Sum of One Penny *per Mile* for each Passenger or Animal, or for each Ton of Goods or other Matters or Things, in addition to the several other Rates, Tolls, or Sums by this Act authorized to be taken.

Company empowered to provide and charge for locomotive or other propelling Power.

Company  
authorized  
to carry Pas-  
sengers, Cat-  
tle, and  
Goods, and  
to charge  
for the same.

CLXXXI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized, if they shall think proper, to use and employ locomotive and stationary Engines or other moving Power, and in Carriages or Waggons drawn or propelled thereby to convey upon the said Railway, and also along and upon any other Railway communicating therewith, all such Passengers, Cattle, or other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things, as shall be offered to them for that Purpose, and to make such reasonable Charges for such Conveyance as they may from Time to Time think proper and determine upon, not exceeding the Sum of One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Matters or Things, in addition to the several Rates or Tolls by this Act authorized to be taken: Provided always, that it shall not be lawful for the said Company, or for any Person using the said Railway as Carriers, to charge for the Conveyance of any Passenger upon the said Railway any greater Sum than the Sum of Three-pence Halfpenny *per* Mile, including the Toll or Rate herein-before granted.

Packages  
containing  
Goods of a  
dangerous  
Quality to be  
marked.

CLXXXII. And for the better preventing of Accidents or Injury which might arise on the said Railway and Works, from the unsafe and improper Carriage of certain Goods and Merchandize upon the same, be it further enacted, That every Person who shall send or cause to be sent by the said Railway any Aquafortis, Oil of Vitriol, Gunpowder, or other Goods of a dangerous Quality, shall distinctly mark or state the Nature of such Goods on the Outside of the Package containing the same, or shall otherwise give Notice in Writing to the Book-keeper or other Servant of the said Company with whom the same shall be left, at the Time of so sending or causing the said Goods to be sent, on pain of forfeiting for every Default herein the Sum of Ten Pounds: Provided always, that the said Company shall not be compelled or compellable to carry upon the said Railway any Gunpowder or other Goods which in the Judgment of the said Company shall be of a dangerous Character; and it shall be lawful also for the said Company to restrain any other Person from carrying thereon Gunpowder or such other Goods as aforesaid.

Passengers  
may carry  
Luggage  
without ex-  
tra Charge.

CLXXXIII. And be it further enacted, That without extra Charge it shall be lawful for every Passenger travelling upon or along the said Railway to take with him his Luggage, not exceeding Forty Pounds in Weight or Four Cubic Feet in Dimensions; and the said Company shall in no Case be in any way liable or responsible for the safe Carriage or Custody of or for any Loss of or Injury to any Articles, Matters, or Things whatsoever carried upon or along the said Railway with or accompanying the Person of or belonging to any Passenger, or delivered for the Purpose of being carried, other than and except such Passenger's Articles of Clothing not exceeding the Weight or Dimensions aforesaid: Provided always, that nothing herein contained shall in any Case extend or be deemed or construed to extend to charge or make liable to the said Company further or in any other Case than where, according to the Laws of this Realm for the Time being,  
Stage

Stage Coach Proprietors and Common Carriers would be liable, nor shall any thing herein contained extend or be deemed or construed to extend in any Degree to deprive the said Company of any Protection or Privilege which either now or at any Time hereafter Common Carriers or Stage Coach Proprietors have or may have, but the said Company shall from Time to Time and at all Times have and be entitled to the Benefit of every such Protection and Privilege.

CLXXXIV. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to prevent the said Company from making any Agreement with any Person for the Hire or Use of any locomotive Engine, or of any Carriage, and to pay for the same such reasonable Sum as may be agreed on between the said Company and such Person, any thing herein contained to the contrary thereof notwithstanding.

Act not to prevent the Company from hiring locomotive Engines.

CLXXXV. And whereas it would tend much to the Convenience of the Public if Railway Companies were empowered to enter into mutual Arrangements, so as to avoid the Necessity of a Change of Carriages and other Delays arising from a Diversity of Interests; be it therefore enacted, That, notwithstanding anything in this Act contained, it shall be lawful for the said *Edinburgh* and *Glasgow* Railway Company and they are hereby empowered from Time to Time to make and enter into any Contract or Agreement with any Railway Company (and which Contract or Agreement all other Railway Companies are hereby empowered to make and enter into), either for the Division or Apportionment of the Rates, Tolls, and Duties, or for the Passage over or along the Railway by this Act authorized to be made of any Engines, Coaches, Waggons, or other Carriages of or belonging to any other Railway Company, or which shall pass over or along any other Line of Railway, or for the Passage over or along any other Line of Railway of any Engines, Coaches, Waggons, or other Carriages which shall belong to the said *Edinburgh* and *Glasgow* Railway Company, or which shall pass over or along their Line of Railway, upon the Payment of such Rates, Tolls, or Duties, and under such Conditions and Restrictions as may be mutually agreed upon, and also to make and enter into any other Contract with any other Railway Company that may be deemed advisable; and every such Contract may contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the contracting Parties may respectively think advisable and mutually agree upon; Provided always, that no such Contract shall in any Manner alter, affect, increase, or diminish any of the Rates, Tolls, or Sums which the respective Companies, Parties to such Contract, shall for the Time be respectively authorized to have, demand, receive, or recover of or from any Person or any other Company, but that all other Persons and Companies shall notwithstanding any such Contract be entitled to the Use and Benefit of any of the said Railways, upon the same Terms and Conditions, and upon Payment of the same Rates, Tolls, and Sums as they would have been in case no such Contract had been entered into, nor shall any such Contract give any Preference or Advantage to any Company or Person, Party thereto, over any other Company

Company empowered to contract with other Railway Companies.

or

or Person, but all such Companies and Persons so contracting shall notwithstanding such Contract pay the same Amount of Rates, Tolls, and Duties as shall from Time to Time be charged to other Companies or Persons not being Parties to such Contracts; and no Person or Party using the same Railway shall pay or be liable to pay any greater Amount of Rate, Toll, or Duty for or in respect of any Carriage, Passenger, Goods, Articles, Matters, or Things carried or conveyed upon or along or using the said Railway than any of such contracting Railway Companies.

Company authorized to fix the Prices of small Parcels.

CLXXXVI. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for fixing, and by such Orders to fix, the Sum to be charged by the said Company in respect of small Parcels (not exceeding Five Hundred Pounds Weight each), as to them shall seem proper: Provided always, that the Provision herein-before contained shall not extend to Articles, Matters, or Things sent in large aggregate Quantities, although made up of separate and distinct Parcels, such as Bags of Sugar, Coffee, Meal, and the like, but only to single Parcels unconnected with Parcels of a like Nature which may be sent upon the Railway at the same Time.

Regulating the Charge for short Distances.

CLXXXVII. Provided always, and be it further enacted, That in all Cases where any of the above-mentioned Articles, Matters, Things, or Persons shall be conveyed on the said Railway for a less Distance than Six Miles, the said Company are hereby empowered to demand and receive the afore-mentioned Rates, Tolls, and Charges for conveyance, as the Case may be, for Six Miles, exclusive of a reasonable Charge for the Expence of loading and unloading such Articles, Matters, and Things, in Cases where the loading and unloading shall be done by the said Company, and which Charge the said Company are hereby authorized to make.

Regulating the Charge in Cases of fractional Parts of a Ton or of a Mile.

CLXXXVIII. And be it further enacted, That (without Prejudice to any of the Provisions herein-before contained) in all Cases in which there shall be a Fraction of a Ton a Proportion of the said Rates or Tolls may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained therein, and when there shall be a Fraction of a Quarter of a Ton such Fraction shall be deemed and considered a Quarter of a Ton; and in all Cases in which there shall be a Fraction of a Mile in the Distance which any Carriage shall pass upon the said Railway beyond Six Miles, or any greater Number of Miles, the Proportion of the Rates or Tolls which shall be demanded and taken for such Fraction shall be after the Rate of the Number of Quarters of a Mile contained therein, and when there shall be a Fraction of a Quarter of a Mile such Fraction shall be deemed and considered as a Quarter of a Mile; and in order to ascertain and calculate with greater Precision and Facility the Distance for which such Rates or Tolls shall be demanded and taken upon the said Railway, the said Company shall cause the said Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof, at the Distance of One Quarter of a Mile from each other.

CLXXXIX. And



CLXXXIX. And be it further enacted, That it shall be lawful for the said Company, from Time to Time as they shall think fit, to reduce all or any of the Rates or Tolls by this Act authorized to be taken, and to take the reduced Rates, and afterwards from Time to Time again to raise the same or any of them, and then to take such higher Rates, so that the same respectively shall not at any Time exceed the Amount by this Act authorized.

Power to vary the Rates or Tolls.

CXC. Provided always, and be it further enacted, That, except as herein otherwise provided, the Rates or Tolls and Charges to be taken and made for the Use of the said Railway, or for the Carriage of any Passengers, Goods, Animals, or other Matters or Things to be conveyed by the said Company, or for the Use of any Steam Power or Carriage to be supplied by the said Company, shall be at all Times charged equally to all Persons, and after the same Rate *per* Mile or *per* Ton *per* Mile, or after any other Manner in which such Rates and Charges are herein directed or authorized to be taken or charged throughout the whole of the said Railway in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine; and no Reduction or Advance in any of the Rates or Tolls herein-before allowed, or in any Charge for Conveyance by the said Company, or for the Use of any locomotive Power to be supplied by them, shall be made either directly or indirectly in favour of or against any particular Company or Person, or be confined to any particular Part of the said Railway, but every Reduction or Advance in any Rate, Toll, or Charge to be taken by the said Company in respect of Passengers, or any Description of Goods, Carriages, or Animals carried on the Railway, or for the Use of any Carriage or locomotive Power, shall extend to and take place at the same Time throughout the Whole and every Part of the said Railway in respect of such Passengers, Goods, Carriages, Animals, or locomotive Power, as the Case may be.

Rates to be charged equally.

CXCI. And be it further enacted, That the said Company shall cause to be painted on Boards, and to be affixed and continued, and renewed as often as the same shall be obliterated or defaced, to or upon every Toll House or Building at which any of the Rates or Tolls by this Act authorized shall be collected or received, in some conspicuous Place, in large and legible Characters, an Account or List of the several Rates and Tolls which the said Company shall from Time to Time direct and appoint to be taken, and which shall be payable by virtue of this Act; and in case any Collector of the Rates or Tolls aforesaid shall, after and whilst such Account or List shall be affixed as aforesaid, demand or take more than the Amount thereon specified, such Collector shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

A List of the Rates and Tolls to be painted on Boards and affixed in conspicuous Places.

CXCII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to demand or take any Rates or Tolls for or in respect of any Article, Matter, or Thing, or any Carriage, Passenger, or Cattle, carried or conveyed upon or along the said Railway, except during the Time that the said Board shall be so

Rates or Tolls only payable whilst the Boards so remain affixed.

[*Local.*]

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affixed

affixed as aforesaid, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distance for which such Rates or Tolls shall be taken, shall remain so set up, unless the same shall have been removed or obliterated without the Knowledge or Privity of the said Company, in which Case the same shall be restored by them with as little Delay as possible after Knowledge thereof.

Penalty on  
Persons de-  
facing the  
Boards.

CXCIII. And be it further enacted, That if any Person shall wilfully pull down, deface, or destroy any Board which shall have been set up or affixed by virtue or in pursuance hereof, or any Stone or Mark set up to denote Distances on the said Railway, or shall actually or constructively concur or aid therein, he shall, on Conviction, forfeit and pay a Sum not exceeding Five Pounds for every such Offence.

For prevent-  
ing Toll  
Collectors  
from mis-  
behaving.

CXCIV. And be it further enacted, That every Collector of the Rates or Tolls by this Act granted shall and he is hereby required to place his Christian and Surname, painted on a Board in legible Characters, in the Front or on some other conspicuous Part of the Toll House or other Building whereat he shall be on Duty, each of the Letters of such Names to be at least Two Inches in Height, and of a Breadth in proportion, and painted either in White Letters on a Black Ground or in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be upon Duty; and if any Collector of the said Rates or Tolls shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty as aforesaid, or shall demand or take a greater or less Rate or Toll from any Person than he shall be authorized to do by virtue of the Powers of this Act, and of the Orders of the said Company made in pursuance thereof, or shall refuse to permit or shall not permit any Person to read or shall in anywise hinder any Person from reading the Inscriptions on the Board to be affixed as aforesaid, or shall refuse to tell his Christian or Surname to any Person who shall demand the same, and who shall have paid the legal Rates or Tolls, or shall in answer to such Demand give a false Name or Names, or upon the legal Rate or Toll being paid or tendered shall unnecessarily detain or wilfully obstruct or hinder any Carriage or any Person from passing upon the said Railway, or shall make use of any scurrilous or abusive Language to any Officer or Servant of the said Company, or to any Passenger upon or to any Person lawfully using the said Railway, then and in every such Case every such Collector shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Recovery of  
Rates or  
Tolls.

CXCV. And be it further enacted, That the Rates, Tolls, and other Sums by this Act authorized to be taken shall be paid to such Persons, at such Places upon or near the said Railway, and in such Manner and upon such Regulations as the said Company or as the said Directors shall from Time to Time, by Notice to be annexed to the Account or List of Rates or Tolls, direct or appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates, Tolls, or Sums as may have accrued due unto the respective Persons appointed to  
receive

receive the same as aforesaid, the said Company may sue for and recover the same by an Action in any competent Court; or the Person to whom such Rates, Tolls, or Sums ought to have been paid may and he is hereby empowered to seize the Goods, Articles, and other Things for or in respect whereof any such Rates, Tolls, or Sums ought to be or ought to have been paid, or any Part thereof, and the Carriage laden therewith, or any other Goods, Articles, or Things belonging to the Person liable to pay such Rates, Tolls, or other Sums, and detain the same until such Payment shall be made, together with all reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things shall not be redeemed within Twenty-one Days next after the taking thereof, the same shall be sold under the Authority of the Sheriff of the County wherein the same were seized, or where such Rates, Tolls, or Sums were payable, and such Rates, Tolls, Sums, and Charges satisfied thereout.

CXCVI. And be it further enacted, That it shall be lawful for the said Company from Time to Time to let the Rates and Tolls by this Act made payable, or any Part thereof, upon the Whole or upon any Part of the said Railway, to any Person or Corporation for any Period which they shall think proper, not exceeding Seven Years from the Commencement of any such Lease, and to commence in Possession upon or within Three Calendar Months next after granting the same; and every such Lease shall be valid, and the respective Lessees thereof, and also such Persons as such Lessees shall appoint to collect and receive the Rates or Tolls so let, shall during the Continuance of such Lease be deemed Collectors of the Rates or Tolls so let, but for the proper Use of the Lessees thereof, and shall have the same Power and Authority to collect and recover the same, and be subject to the same Rules, Duties, and Penalties, as if they had been appointed for that Purpose by the said Company: Provided always, that public Notice of the Intention to let the said Rates and Tolls, or the Part thereof intended to be let, shall be given by the said Company by Advertisement to be inserted in some *Edinburgh* Newspaper and in some *Glasgow* Newspaper at least Fourteen Days prior to any Meeting of the said Company or of the said Directors at which it may be intended that the said Rates and Tolls shall be let as aforesaid.

Company empowered to lease the Rates or Tolls.

CXCVII. And be it further enacted, That in case any of the Rates or Tolls granted by this Act shall be let or farmed in any Manner whatsoever, and the Lessee or Farmer thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so let or farmed, or any of them; or in case all or any Part of any Rent agreed to be paid by any such Lessee or Farmer shall be in arrear or unpaid for the Space of Seven Days next after any of the Days on which the same ought to be paid, pursuant to the Lease, Agreement, or Contract for letting the same Rates or Tolls, or in case any temporary or other Collector of any of the said Rates or Tolls shall be discharged from his Office, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family,

Power of Re-entry, and of removing Collectors.

or

or any Representative of any such Collector who shall die, abscond, or absent himself, or be discharged; or in case any Person being in Possession thereof shall refuse to deliver up Possession of any Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereto respectively belonging, to be erected or provided under the Powers or used for any of the Purposes of this Act, for or within the Space of Seven Days after Demand thereof made in Writing given to him or left at such Toll House, Offices, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Collector or Person, such Demand in Writing to be signed by any Two or more of the said Directors, or by a Secretary or Clerk for the Time being of the said Company; or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable; then and in any of the said Cases it shall be lawful for any Sheriff acting within his Jurisdiction, upon Application made by the said Directors, or by a Secretary or Clerk for the Time being of the said Company, to enter upon and take Possession of every or any such Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereunto belonging, and to remove and put such Lessee, Farmer, or Collector, or other Person who shall be found therein, together with his Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates or Tolls, and to put the said Company, or their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Company to vacate and determine the Lease, Contract, or Agreement (if any) which was previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes, save as to the Conditions and Provisions for Payment of the Rent or other unperformed or broken Obligations, Conditions, or Provisions on the Lessee's Part; and it shall be lawful for the said Company in every such Case, either during such Proceedings or on the Termination thereof, again to let or farm the said Rates or Tolls to the same or any other Person, or cause them to be collected in such and the same Manner as if no former Lease, Contract, or Agreement had been made relative thereto.

Owners of  
Carriages to  
give Account  
of Lading.

CXCVIII. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing or being upon the said Railway shall give an exact and true Account in Writing signed by them to the Collectors of the Rates or Tolls, at the Places where they shall attend for that Purpose, of the Quantity of Goods and other Things as aforesaid which shall be in or upon the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded or left or taken off the said Railway; and if the Goods or Things contained in or upon any such Carriage shall be liable to the Payment of different Rates or Tolls, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Rates or Tolls; and in case any such Owner or other Person as aforesaid shall neglect or refuse so to give and deliver such Account, or to produce his Bill of Lading to any Collector demanding the same, or shall give a false Account, or shall leave or  
deliver

deliver out or take off any Part of his Lading or Goods at any other Place than may be mentioned in such Account, with an Intent to avoid the Payment of any of the said Rates or Tolls, and shall be convicted before the Sheriff of the County wherein such Owner or other Person resides, or within which he may carry on Business, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every Ton of Goods, or for any Parcel not exceeding One Hundred Weight, and so in proportion for any less Quantity of Goods than a Ton or One Hundred Weight, as the Case may be, which shall be in or upon such Carriage of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be fraudulently left, delivered out, or taken off as aforesaid, as the Case shall happen, over and above the Rate or Toll to which such Goods or Things may be liable.

CXCIX. And for better ascertaining the Weight of Goods and other Things to be charged with the Payment of Tonnage Rates or Tolls as aforesaid, be it further enacted, That as respects all such Goods and other Things as aforesaid, except Stone and Timber, One hundred and twelve Pounds Weight shall be deemed One Hundred Weight, and Twenty such Hundred Weights shall be deemed One Ton; and as respects Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, and Ash, and Fifty Cubic Feet of all other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity; any Usage to the contrary notwithstanding.

Weight of  
certain  
Goods as-  
certained.

CC. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates or Tolls, or any other Officer or Servant of the said Company, and any Owner of or Person having the Charge of any Carriage passing or being upon the said Railway, or of any Goods, Articles, or Things in or on such Carriage, or respecting the Goods, Articles, or Things in or on such Carriage, or the Rates or Tolls due in respect thereof, it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to examine, weigh, measure, and gauge, or cause to be examined, weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and Things as shall be therein or thereon; and in case the same shall, upon such examining, weighing, measuring, or gauging, appear to be of greater Weight or Quantity, or of different Quality than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage or the respective Owners of such Goods and other Things shall also, at the Option of the said Company, be liable to pay the Costs and Charges of such examining, weighing, measuring, or gauging; but if such Articles, Goods, or Things shall appear to be of the same Quantity and Quality, or of less Weight or Quantity, than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such examining, weighing, measuring, or gauging, and shall also pay to such Owner

In case of  
Difference  
concerning  
Weight, Col-  
lector may  
weigh or  
measure the  
Carriage.

of or Person having Charge of such Carriage, and to the respective Owners of such Goods, Articles, or Things, such Damage as shall appear to the Sheriff of the County within which such Examination took place, on a summary Application to him, praying him to inquire into and ascertain the Facts to have arisen from or by such Detention; but in case it shall at any Time be made to appear to such Sheriff, upon the Complaint of the said Company, that such Detention, and examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Officer as aforesaid, then such Collector or other Person as aforesaid shall himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or Things as aforesaid, such Damage as shall appear to such Sheriff to have arisen from such Detention.

Owners to put their Names, &c. on the Outside of their Carriages or Engines.

CCI. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway, and carrying Passengers or Goods for Pay, Hire, or Reward, shall cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages and Engines, to be entered with the Clerk or other Officer of the said Company appointed for that Purpose; and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at the least, and of a proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage or Engine, so as to be always open to View; and shall permit every such Carriage or Engine to be weighed, measured, and gauged at the Expence of the said Company, whenever it shall be required by the said Company, or by any Person by them appointed for that Purpose; and every Owner or other Person having the Care of any Carriage or Engine, or who shall conduct the same upon the said Railway without having such Carriage or Engine previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage or Engine as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage or Engine to be weighed, measured, or gauged as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Owners of Carriages to be accountable for Damage done by their Servants.

CCII. And be it further enacted, That the respective Owners of Engines and Carriages passing or being upon the said Railway and Works, or any Part thereof, shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by their Engines or Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said

said Railway, Machinery, Apparatus, or other Works made by virtue of this Act, or to or upon the Property of any other Person, either by loading or unloading such Carriages, or by any Means whatsoever; and if the Amount or Value of such Trespass, Damage, or Mischief shall be Twenty Pounds, or less than that Sum, the same, with the Costs, Charges, and Expences, shall be recoverable under a summary Petition to the Sheriff of the County where the Trespass, Damage, or Mischief was done, or where the Party offending resides; but if the Amount or Value of the same exceeds Twenty Pounds, then the said Amount or Value, with the Costs, Charges, and Expences, shall be recoverable according to the usual Forms of Law in any competent Court.

CCIII. Provided always, and be it further enacted, That in case any Owner of any Carriage passing or being upon the said Railway and Works or any Part thereof shall be compelled to pay any Sum or Sums of Money as the Value or Amount of any Trespass, Damage, or Mischief, or the Costs, Charges, and Expences attending the same, by reason of any wilful Act, Neglect, or Default of any of his Servants, every such Servant shall be liable to pay such Sum or Sums of Money to such Owner; and in case of Nonpayment thereof within Ten Days after a Demand in Writing shall have been made on him personally, or left at his Dwelling House, the said Sheriff shall, on Proof of the Payment and of the said Demand being made or left as aforesaid, on the summary Petition of such Owner, decern against such Servant for the Amount and Expences.

Owners may recover from their Servants any Money paid for their Neglect, &c.

CCIV. And be it further enacted, That no Carriage shall carry or bear at any One Time upon the said Railway, including the Weight of such Carriage, more than Five Tons Weight, except in any One Piece of Timber, Block or Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, which shall nevertheless not exceed the Weight of Eight Tons, including the Weight of the Carriage, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Rates as they may from Time to Time direct or appoint, not exceeding Four-pence *per Ton per Mile*; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of the said Carriage, shall be carried upon any Part of the said Railway without the special Licence of the said Company, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Sum as they may deem proper.

Weights allowed to be carried on the Railway.

CCV. And be it further enacted, That it shall be lawful for the said Company, subject to the Approval of the Sheriff of any of the Counties through which the said Railway is intended to pass, as herein-before provided with regard to Bye Laws, Rules, and other Orders, from Time to Time to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and the Times when the same shall be open for Use, and for or relating to Travellers, Carriages, and Engines passing upon the said Railway, and for or relating to the Mode or Means by which and the Speed at which such Carriages and Engines shall

Company to regulate the Passage on the Railway.

from

from Time to Time be moved or propelled, and the Times of their Departure and Arrival, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods and other Things which shall be conveyed in or upon such Carriages, and also for preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon any such Carriages, or in any of the Stations or Premises occupied by or belonging to the said Company, and generally for regulating the passing upon or across and using or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations shall be published and affixed in like Manner as is herein-before directed with regard to the Bye Laws hereby authorized to be made, and shall be made equally applicable as well to the said Company as to all Persons using the said Railway, and shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages and Engines, and by all Persons using or working the said Railway and other Works, and by all Travellers and Passengers passing upon the said Railway, upon pain of forfeiting and paying a Sum not exceeding Five Pounds, which the said Company may attach to any such Default: Provided always, that in every Case of Infraction or Nonobservance of any such Rules or Regulations which shall be attended with Danger to the Public or Annoyance to Travellers, or which shall obstruct or hinder the said Company in their due and lawful Use and working of the said Railway, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger, or to remove or prevent such Obstruction, Nuisance, or Hindrance.

Carriages not to be used unless constructed as directed by the Company.

CCVI. And be it further enacted, That no Carriage shall pass along or be upon the said Railway, or any Part thereof, or the Works connected therewith, (except in directly crossing the same, as herein authorized, for the Occupation of the respective Lands through which such Railway shall be laid, or in passing any private Carriage Road which may happen to cross the said Railway,) unless such Carriage shall at all Times, so long as it shall be used, or shall be on the said Railway and Works or any Part thereof, remain and be of such Construction and in such State and Condition as the Rules and Regulations of the said Company may at any Time require (and which Rules and Regulations the said Company are hereby expressly authorized to make, and wholly or partially to alter or revoke, from Time to Time with Power to make new Rules and Regulations from Time to Time, in lieu of or in addition to any former Rules and Regulations), provided the same be made equally applicable as well to the said Company as to all Persons using the said Railway: Provided also, that all the Rules and Regulations which the said Company may from Time to Time make in regard to such Carriages shall, before they shall have any Effect as Rules and Regulations, be advertised once in some One or more Newspapers published in each of the Cities of *Edinburgh* and *Glasgow*; and such Publications as aforesaid shall be deemed and taken to be sufficient for all Purposes, and to be express Notice of all such Rules and Regulations to all Persons and Companies whomsoever; and the

Production



Production of a Newspaper published in each of the said Cities, containing a Notice purporting to be a Notice of the Rules and Regulations of the said Company, shall for all Purposes be considered sufficient Evidence of the due making and Publication of such Rules and Regulations: Provided also, that if any Dispute shall at any Time and from Time to Time arise between the said Company and the Owner of any such Carriage as to the State or Condition at any Time of any such Carriage in reference to the existing Rules and Regulations of the said Company, such Dispute shall from Time to Time when and as they may arise be immediately referred to Three indifferent Persons, one to be appointed by the said Company, and another by the Owner of any such Carriage, and the Third to be appointed by the Two so first appointed previous to their entering on the Business of the Reference, and the Decision in Writing of such Two Arbitrators and their Umpire, or of any Two of them, (as the Case may be,) shall be final and conclusive; and if either the said Company or the said Owner shall, for Ten Days after being so required in Writing by the other of them, neglect or refuse to appoint a Referee to act on their or his Behalf, then the Referee of the other Party may alone make a final Decision in Writing, and such Award or Decision shall be admitted in all Courts, and before all Judges, Justices, and others, a sufficient Evidence for all Purposes whatsoever; and if any Carriage, not being in the State and Condition which the Rules and Regulations of the said Company in existence at that Time may require, shall pass or be upon any Part of the said Railway or the Works connected therewith (except as aforesaid), the Owner thereof, or his Servant, or any One of his Servants having for the Time being the Charge of any such Carriage, shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

CCVII. And whereas, for the greater Security of Passengers and other Persons travelling upon and using the said Railway, it is expedient that the moving Powers to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Regulation of the said Company; be it therefore enacted, That no locomotive or other Engine, or other Description of moving Power, shall at any Time be brought upon or used on the said Railway unless the same shall first have been approved of by the said Company; and it shall be lawful for the said Company and they are hereby required, within Fourteen Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway to cause their Engineer or other Agent to inspect and examine such Engine at any Place within Three Miles of the said Railway, and in case such Engine shall be fit and proper to be used on the said Railway, the said Engineer shall give a Certificate to the Party requiring the same of his Approval of every such Engine; and it shall be lawful for the said Company, from Time to Time when any Engine is out of repair or unfit to be used upon the said Railway, to order the same to be taken off, or to forbid the same to be used upon the said Railway: Provided always, that in case of any Difference of Opinion between the said Company and the Owner of any such Engine as to the Fitness or Unfitness thereof for the Purpose of being used on the said Railway, then and in such Case it shall be

Engines used on the Railway to be approved by the Company.

[Local.]

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referred

referred to the Arbitration of Two competent and indifferent Persons or their Umpire, in like Manner as in the Case of Disputes respecting Carriages to be used on the said Railway, to determine whether such Engine is or is not of such Construction or in such State and Condition as to render the same fit to be used on the said Railway; and in case the said Arbitrators or any Two of them shall decide that such Engine is fit to be used on the said Railway, then and in such Case the said Company shall be bound to admit the same thereupon, and shall make such Compensation to the Owner of such Engine for the Loss, Injury, or Inconvenience he may have sustained by the Stoppage or Removal of the said Engine from working on the said Railway, as the said Arbitrators shall determine; and in case any Person shall bring or use upon the said Railway any locomotive or other Engine, or any other moving Power, without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove from or not to use upon the said Railway any such Engine as aforesaid, the Person to whom such Engine shall belong shall not forthwith remove the same, or obtain an Award in manner herein-before mentioned authorizing the same to remain on the said Railway, or shall use any such Engine upon the said Railway without having first repaired the same to the Satisfaction of the said Company, and obtained such Certificate of Approval as aforesaid, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence; and the said Company are hereby authorized to remove such Engine from the said Railway.

Locomotive Engines to consume their own Smoke.

CCVIII. And be it further enacted, That the Boiler of every locomotive Steam Engine to be used on the said Railway shall be constructed on the Principle of consuming its own Smoke, under a Penalty of Five Pounds for every Day during which such Engine not being constructed as aforesaid shall be allowed to remain on the said Railway, to be levied as other Penalties are leviable under this Act.

Owners and Occupiers of adjoining Lands to cross Railway without Payment of Toll.

CCIX. Provided always, and be it further enacted, That it shall be lawful for the respective Owners, Lessees, and Occupiers of Lands, Works, or Mining Privileges through which the said Railway shall be made, and their respective Servants and Workmen (except in Cases in which the said Company shall at their own Expence have made proper and convenient Communications from the Land on the one Side of the said Railway to the Land on the other Side thereof, according to any Agreement with any Owner, Lessee, or Occupier thereof, or according to the Provisions of this Act), at all Times to pass and repass, and to lead and conduct any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, directly, but not otherwise, over and across such Part and such Part only of the said Railway as shall be made in or upon their respective Lands, for the Purpose of occupying the same Lands, or for the Use and Exercise of their Works or other Mining Powers, without Payment of any Rate or Toll for the same, provided that by so doing or by consequence thereof the Passage upon or along the said Railway be not in any way hindered or obstructed, or the same or the Works connected therewith be not in any way damaged.

CCX. Pro-

CCX. Provided also, and be it further enacted, That as soon as the said Company shall have constructed proper Bridges, Archways, Culverts, or Passages over or under the said Railway, and communicating between the Lands of the Owner or Owners respectively on one Side of the said Railway and the Lands of the same Owner or respective Owners on the other Side of the said Railway, together with lateral Paths or Roads along each Side of the said Railway from each of such Bridges, Archways, Culverts, or Passages, to the others or other of them, within the respective contiguous Lands of each such Owner, the Right of every such Owner, from or between and along whose Lands such Bridges, Archways, Culverts, or Passages, and Paths or Roads, shall have been made, and also of the Occupier and Occupiers of such Lands, and the Servants and Workmen of every such Owner and Occupier, to pass over the said Railway, and to ride, lead, or drive any Horse, Mule or Ass, Cow or any other Neat Cattle, Sheep, Swine, or any other Beast across the said Railway, pursuant to the Power herein-before contained, shall altogether cease, determine, and be at an End.

Right of such Owners and Occupiers to cross the Railway to cease when proper Communications made.

CCXI. Provided always, and be it further enacted, That in every Case in which the Fiar of any Lands shall in his Arrangements with the said Company have received or agreed to receive Compensation for or on account of any Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, instead of the same being erected or formed for the Purpose of facilitating the Passage to or from either Side of the Lands severed or divided by the said Railway, it shall not be lawful for such Fiar, or those claiming under him, to pass and they shall for ever be prevented from passing or crossing the said Railway from one Part to the other Part of the Lands so severed and divided otherwise than by a Bridge, Arch, or Culvert to be erected at the Charge of such Fiar, or those claiming under him, but under the Superintendence of the Engineer for the Time being of the said Company, and so as not to obstruct the Passage or free Use of the said Railway.

Compensation in lieu of Gates, Bridges, &c.

CCXII. Provided always, and be it further enacted, That if any Person (save and except the said Company, and their Agents and other Persons authorized by them, and by them authorized for the Purposes only of the said Undertaking) shall ride, lead, or drive, or cause to be ridden, led, or driven, or shall aid or assist in leading or driving, or shall permit or suffer to be upon such Railway or any Part thereof, any Horse, Mule, or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or any other Beast or Animal, (except only in directly crossing the same at any Roads or Places to be appointed for that Purpose, or for the necessary Occupation as aforesaid of the respective Lands, Works, or Mining Privileges through which the said Railway shall pass,) every Person so offending shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Railway not to be used as a Passage for Horses or other Cattle.

CCXIII. And whereas it may be attended with very great Danger if the said Railway should be used by Persons on Foot; be it therefore enacted, That if any Person shall be or travel or pass upon Foot upon the said Railway without the Licence and Consent of the said Company

Penalty on Persons on Foot using the Railway.

Company (unless for the Purpose of attending any Carriage under his Care, or in crossing the said Railway by any Road or Footpath on the Level thereof, and except the respective Owners or Occupiers of Lands through which the said Railway shall pass, and their respective Servants, in passing across or over the same as herein-before authorized), every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on  
Persons ob-  
structing the  
free Passage.

CCXIV. And be it further enacted, That if any Person shall throw, place, or wilfully scatter or drop any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the said Railway, or shall extinguish any Light or Lamp set up on or near the said Railway or other Works (unless by Authority of the said Company), or shall wilfully obstruct or prevent any Person in the lawful Execution of this Act, or shall wilfully or maliciously do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he, and every Person actually or constructively aiding or assisting therein, shall respectively forfeit and pay any Sum not exceeding Ten Pounds for every such Offence, in addition to any Sum for which he may be found liable at Common Law, by reason of any Damage to be occasioned thereby.

Penalty for  
obstructing  
the Railway.

CCXV. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Thirty Inches over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage or any Goods or Things shall be placed or be suffered to remain on any Part of the said Railway or other Works so as to obstruct the Passage or working thereof, and the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request made remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, such Person shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings, and a like Sum for every Hour during which such Obstruction shall continue after the making of such Request; and it shall be lawful for any Agent or Officer of the said Company to cause any such Carriage, Goods, or Things to be unloaded, if necessary, and to be removed in such Manner as shall be proper for preventing, terminating, or removing such Obstruction, and to detain such Carriage, Goods, or Things, or any Part thereof, until the Expences occasioned by such Unloading, Removal, or Detention shall be paid; and the said Company shall not, nor shall any Agent or Officer of the said Company, be liable or accountable for any Damage or Loss occasioned by any such Unloading, Removal, or Detention, or for any Delay occasioned thereby, or in any other Way relating thereto, except for wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained; nor shall they or he be liable for the safe Custody of any such Carriage, or any Goods or Things which shall be so detained, unless the same shall be wrongfully detained by the said Company, or by the said Agent or Officer, and then only for so long a Time as the same shall be so detained.

CCXVI. And

CCXVI. And be it further enacted, That if any Person shall wilfully or maliciously, and to the Detriment of the said Undertaking or of the said Company, injure, break, throw down, remove, or destroy any Part of the said Railway or other Works erected or made by virtue of this Act, or any Part of the Materials of any such Works, every Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Twenty Pounds, over and above paying the full Amount of Damages thereby done to the said Railway and Works.

Penalty on  
destroying  
Works.

CCXVII. And whereas it is expedient, for the further Security of Property and the better Conduct of the Business on the said Railway, after the same or any Part thereof shall be completed, that Punishment beyond that which is now by Law provided shall be inflicted upon any Person in the Service of the said Company, or of any Person who may at the Time be using the said Railway, who may be found in a State of Drunkenness on any Part of the said Railway, or in any of the Stations, Warehouses, or other Works connected therewith; be it therefore enacted, That if any Person in the Service for the Time being of the said Company, or of any Person who may at the Time be using the said Railway, shall be found on any Part of the said Railway, or within any of the Stations, Warehouses, or other Premises connected therewith, to be in a State of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds and not less than Ten Shillings.

Punishment  
of Persons in  
the Service  
of the Com-  
pany, &c.  
for Drunk-  
enness.

CCXVIII. And be it further enacted, That in all Cases wherein Damages, Charges, Costs, or Expences are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be ascertained and decerned for by the Sheriff of the County wherein such Damages, Charges, Costs, or Expences shall be incurred or be directed to be paid, on a summary Petition presented to him by the Party entitled to recover the same; and where by this Act any Damages, Charges, Costs, or Expences are directed to be paid in addition to any Penalty for any Offence, the Amount of such Damages, Charges, Costs, and Expences, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be settled and determined by the Sheriff by or before whom any Offender shall be convicted of such Offence; and such Sheriff is hereby authorized and required, on Nonpayment in any of the Cases aforesaid, to enforce Payment of such Damages, Charges, Costs, and Expences by a Warrant to poind and sell the Offender's Goods and Effects, in manner by this Act directed for the levying of any Penalties or Forfeitures.

Damages  
and Charges  
in Cases of  
Dispute to  
be settled by  
the Sheriff.

CCXIX. And be it further enacted, That whenever any Money shall by any Sheriff be decerned to be paid in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company, and such Money shall not be paid

In case of  
Nonpayment  
of Compens-  
ation for Da-  
mages, &c.  
the same to

[*Local.*]

17 X

by

be levied by  
Poinding and  
Sale of the  
Goods of the  
Company.

by the said Company to the Party entitled to receive the same within Twenty-one Days after Demand in Writing shall have been made upon the said Company, in pursuance of the Direction or Order made by such Sheriff, and in which Demand the Order of such Sheriff shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Poinding and Sale of any Goods or Effects of the said Company; failing which the same may be recovered in like Manner against the Goods or Effects of the Treasurer for the Time being to be appointed under the Provisions of this Act, Seven Days previous Notice and Demand thereof in Writing having been given to or left at the Residence of such Treasurer, who may retain the Amount so paid by him, and all Costs and Expences occasioned thereby, out of any Money belonging to the said Company which may come to his Hands, Custody, or Control, or may otherwise sue for and recover the same against the said Company by Process of Law; and in case any Overplus shall remain after Payment of such Money and Expences, such Overplus shall be returned, on Demand, to the said Company or Treasurer, as the Case may be.

List of Pen-  
alties to be  
made public.

CCXX. And be it further enacted, That after the said Railway shall be opened to the Public, a List of all Penalties, Fines, and Forfeitures imposed by this Act or by any Bye Law of the said Company, and of the Offences for which they are payable, (except such as relate solely to the said Company, or to the Proprietors or Directors thereof,) shall, before the same shall be recoverable or imposed, be painted upon Boards, or printed, and hung up or affixed in the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway, and shall be renewed as often as the same or any Part thereof shall be obliterated or destroyed.

How For-  
feitures and  
Penalties are  
to be reco-  
vered.

CCXXI. And be it further enacted, That all Forfeitures and Penalties imposed by this Act shall and may, except in Cases herein otherwise specially directed, be sued for by the said Company, or any Person aggrieved by any Act of the said Company, and be adjudged and recovered by and under the Authority of any Sheriff having Jurisdiction over the Party complained of; and it shall be lawful for the said Sheriff, on Complaint made to him by the said Company or Person aforesaid of any Offence against this Act, and he is hereby required, to grant Warrant to summon the offending Party before him, and upon Proof of such Offence, by voluntary Confession, or by the Oath of One or more credible Witnesses, or other legal Evidence, forthwith to give Judgment on such Complaint, without any written Pleadings or closed Record, or Minutes of Evidence; and where the Sheriff shall find the Complaint relevant and proven he shall find the Penalty due; and so soon as the Penalty has been found due, and its Amount fixed, the Sheriff shall decern for the Amount, with the Expences of Suit, in favour of the said Company or Person to whom the same is or shall be payable: Provided always, that where there is no special Provision in this Act as to the Person to whom any such Penalty shall be due and payable, the Sheriff shall have Power to find the Whole or any Part thereof due to the said Company or Person suing for the same, or the Whole or  
any

any Part thereof due to any other Person aggrieved, or the Whole or any Part thereof due to the Poor of the Parish in which the Offence was committed; and the Sheriff shall, at the same Time that he finds the Penalty due and decerns for the Amount and Expences, grant Warrant for the Recovery thereof, failing Payment within Eight Days from the Date of such Decree and Warrant, by Poinding and Sale of the Goods and Effects of the Offender, or by Imprisonment (except in the Case of Offences committed by the said Company) in the House of Correction, Bridewell, or Common Gaol wherein he is authorized by Law to incarcerate Offenders, for a Period at the Discretion of the Sheriff, but not exceeding Three Months, it being hereby provided that a Record shall be preserved by the Sheriff Clerk of the County of the Complaint, Judgments, and Warrants: Provided always, that it shall be optional to and in the Power of the said Company or Person entitled to sue for such Penalties, if he or they shall deem it more advisable, to proceed in the Adjudication and Recovery thereof by such ordinary Process for Debt before the said Sheriff as is known to and authorized by the Law of *Scotland*, in deciding which Process the Sheriff shall have all the extraordinary Powers as to fixing the Amount of Penalties and disposing of the same as are herein conferred on him.

CCXXII. And be it further enacted, That it shall be lawful for any Officer or Agent of the said Company, and all such Persons as he shall call to his Assistance, to seize and detain any Person whose Name and Residence shall be unknown to such Officer or Agent who shall commit any Offence against this Act, and to convey him with all convenient Dispatch before the Sheriff of the County, or some Magistrate acting for the District within which such Offence shall be committed, without any Warrant or other Authority than this Act; and such Sheriff or Magistrate is hereby empowered and required to proceed with all convenient Dispatch to the hearing and determining of the Complaint.

For securing Offenders whose Names and Residences are unknown.

CCXXIII. And be it further enacted, That any Sheriff before whom any Person shall be informed against or convicted for or in respect of any Offence against this Act may cause the Complaint and the Conviction respectively to be drawn up according to the following Forms, or any other Forms to the same Effect, as the Case may require; (that is to say,)

Forms of Information and Conviction:

‘ Unto the Honourable the Sheriff of the County of  
[as the Case may be].

Form of Information.

‘ COMPLAINS *A. B.* of That *E. F.*  
‘ of [here describe the Offence, and  
‘ *the Time and Place when and where committed*], contrary to an  
‘ Act passed in the Year of the Reign of Her Majesty  
‘ *Queen Victoria*, intituled [insert the Title of this Act], which hath  
‘ imposed a Forfeiture of for the said  
‘ Offence.

‘ According to Justice.

‘ (Signed) *A. B.*’

[Here

Form of  
Conviction.

[Here insert Place and Date.] 183 .

‘ E. F. is convicted before me, C. D., Sheriff of the County of  
 ‘ [here describe the Offence, and the Time and  
 ‘ Place when and where committed], contrary to an Act passed in  
 ‘ the Year of the Reign of Her Majesty  
 ‘ Queen Victoria, intituled [insert the Title of this Act]; and  
 ‘ I decern for [here insert Forfeiture or Penalty] and grant Warrant  
 ‘ for Recovery thereof by Poinding and Sale [or grant Warrant to  
 ‘ incarcerate the said E. F. et cetera, as the Case may be], all in  
 ‘ Terms of the said Act.’

‘ (Signed) C. D.’

Providing  
Form of De-  
claration in  
lieu of  
Oaths or  
Affirmations,  
pursuant to  
5&6 W. c.62.

CCXXIV. And be it further enacted, That in every Case in which by this Act a Declaration is required to be made the same shall be in the Form (or as near thereto as the Circumstances of the Case will admit) prescribed in the Schedule to an Act passed in the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to repeal an Act of the present Session of Parliament, intituled An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits;* and that all Declarations required by this Act to be made shall be made in Form aforesaid, and shall be as valid and effectual as any Oath or Affirmation; and if any Declaration so made shall be false or untrue in any material Particular, the Person wilfully making such false Declaration shall be subject to the same Punishment and Penalties as by Law applicable to Perjury in *Scotland*.

Proceedings  
not to be  
quashed for  
Want of  
Form.

CCXXV. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form, or on the Ground of no Record having been made; nor shall the same be removed from before any Sheriff by Advocation; nor shall the Orders, Judgments, or Decrees of the Sheriff be subject to Review, Stay of Execution, Suspension, or Reduction, any Law or Statute to the contrary notwithstanding.

Special Con-  
stables to be  
appointed.

CCXXVI. And be it further enacted, That it shall be lawful for any Sheriff acting within his Jurisdiction, and he is hereby required, on Application by the said Company, to appoint such proper Persons as he shall think proper to be Special Constables within the said Railway and other Works and every or any Part thereof; and every Person so appointed shall make a solemn Declaration, to be administered by such Sheriff, duly to execute the Office of Constable for the said Premises; and every Person so appointed, and having made such Declaration as aforesaid, shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts, within the Limits of the said Premises, and within Half a Mile therefrom, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges, for the apprehending Offenders, as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution  
of



of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for any such Sheriff to dismiss or remove any such Constable from his Office of Constable, and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease.

CCXXVII. And be it further enacted, That it shall be lawful for the Sheriff of any County in which the Works of the said Railway shall be in progress and he is hereby required to appoint from Time to Time such fit and proper Persons as may be named to him by the said Company, and as he shall think proper, to be Special Constables within the said Railway and other Works, and every or any Part thereof, during the Progress thereof; and every Person so appointed shall make a solemn Declaration, to be administered by the said Sheriff, duly to execute the Office of a Constable within the Limits hereafter mentioned; and every Person so appointed, and having made such Declaration as aforesaid, shall have full Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts within the Limits of the said Railway and other Works, and within Half a Mile therefrom, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges, for the apprehending Offenders, as well by Night as by Day, and for doing all Acts, Matters, and Things for the Preservation, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and in case the said Company shall fail to nominate to the said Sheriff a sufficient Number of fit and proper Persons to be appointed by him as Constables upon being required so to do, the said Sheriff may, within Seven Days after such Default, nominate any Person or Persons whom he may think proper to act as Constables as aforesaid; and it shall be lawful for such Sheriff to dismiss or remove any such Constable as may have been appointed by him from the Office of Constable, and to reappoint another fit and proper Person in his Stead, to be nominated by the said Company as aforesaid, or in case of their Default as aforesaid then to be nominated by the said Sheriff; and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease; and every Person so appointed by such Sheriff as aforesaid shall, during such Time as he shall act as Constable for the Purposes aforesaid, receive from the said Company such reasonable Salary as the said Sheriff shall appoint; and such Salary shall be payable at such Times and in such Manner as the said Sheriff shall appoint, and shall be recoverable in the same Manner as Damages to a small Amount are by this Act directed to be recovered.

Sheriff to  
appoint  
Special  
Constables.

For compelling Witnesses to attend.

CCXXVIII. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Sheriff touching any Matter or Fact contained or involved in or affecting any Complaint laid in pursuance of or for any Offence committed against this Act, or any Matter which is hereby referred to any Sheriff, either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath or (in the Case of Quaker) on Affirmation, to give Evidence before such Sheriff, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Directors empowered to grant Releases to Witnesses.

CCXXIX. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act or otherwise, against or by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Two or more of the Directors of the said Company to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of qualifying any Person to give Evidence as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid, and also to do any other Act, Matter, or Thing in any such Action, Suit, Arbitration, Reference, or other Proceeding which any Plaintiff or Defendant may do in any Action, Suit, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing shall be as valid and effectual in all respects and to all Intents and Purposes whatsoever as if the same were made under the Seal of the said Company.

Authenticated Bye-Laws to be Evidence.

CCXXX. And be it further enacted, That in all Cases of Prosecution for Offences against any of the Bye Laws, Orders, or Rules of the said Company, the Production of a written or printed Paper purporting to be the Bye Laws, Orders, or Rules of the said Company, and authenticated by the Signatures of Two Directors, and having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence and of the due making of such Bye Laws, Orders, or Rules; and it shall be sufficient to prove that a printed Paper or painted Board containing a Copy of such of the Bye Laws, Orders, or Rules as shall subject any Person (not being a Proprietor of the said Company) to any Fine or Penalty hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced or damaged hath been replaced as soon as conveniently might be, unless Proof shall be adduced by the Defender that such printed Paper or painted Board is not a Copy of such Bye Laws, Orders, or Rules, or hath not been duly affixed and generally continued in manner by this Act directed.

Declaring what shall be

CCXXXI. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons  
or

or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity upon the said Company, personal Service thereof upon the Secretary or Clerk of the said Company, or leaving the same at the Office of the said Company, or of the Secretary or Clerk, or delivering the same at such Office of the Company, or at the last or usual Place of Abode of such Secretary or Clerk, or, in case the same respectively shall not be found or known, then personal Service thereof upon any other Agent or Officer employed by the said Company, or on any One Director of the said Company, or delivering the same at the last or usual Place of Abode of such Agent, Officer, or Director, shall be deemed good and sufficient Service of the same respectively on the said Company: Provided always, that in Cases wherein by virtue of this Act the said Company may be competently cited before any of the said Sheriffs of *Edinburgh, Linlithgow, Stirling, Dumbarton, or Lanark*, or charged on his Decree, such Service or Charge may be made by any Messenger at Arms or Sheriff Officer, in virtue of the original Order or Warrant or Decree of such Sheriff, without the Necessity of Letters of Supplement, or the Indorsation of any other Judge.

good Service of Notice on the Company.

CCXXXII. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, or otherwise, upon any Person or Corporation, under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon the Clerk or other Officer of such Corporation, or delivering the same at the last or usual Place of Abode of such Person, or of such Clerk or other Officer of such Corporation, or at the Office of such Clerk or other Officer, or in case such Clerk or Officer, or his Residence, cannot be conveniently found or known, then personal Service upon any Member or Agent of such Corporation, or delivering the same at the last or usual Place of Abode of such Member or Agent, shall be deemed good and sufficient Service of the same respectively upon such Person or Corporation (as the Case may be), except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by One Director, or by the Secretary or Clerk of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or in Print, or partly in Writing and partly in Print.

Declaring what shall be good Service of Notice by the Company.

CCXXXIII. And be it further enacted, That in case any Person against whom the said Company may have any Claim or Demand shall become bankrupt or insolvent, the Secretary or Clerk or Treasurer of the said Company for the Time being may do all the same Acts, and have and exercise all the same Powers and Privileges, as to the Establishment or Proof of Debts, voting in Choice of Interim Factor and Trustee, acceding to Compositions and Discharges, and other Matters and Things in respect of or relating to the Claim or Demand of the said Company, as any Person being a Creditor of such

How Debts may be proved in Cases of Bankruptcy.

such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

Pursuers not to recover after Tender.

CCXXXIV. And be it further enacted, That no Pursuer shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding made or committed in the Execution of this Act, or in, under, or by virtue of any Power or Authority hereby given, if sufficient Tender of Satisfaction shall have been made by or on behalf of the Party who shall have committed such Irregularity, Trespass, or other wrongful Proceeding before such Action shall be brought; and in case no Tender shall have been made it shall be lawful for the Defender in any such Action, by Leave of the Court where such Action shall depend, at any Time before the Record is closed, to pay into Court such Sum of Money as he shall think fit, whereupon such Proceedings, Order, and Adjudication shall be had and made in and by such Court as in other Actions where Defenders are allowed to pay Money into Court.

Directors not personally answerable for Acts legally done as Directors.

CCXXXV. And be it further enacted, That none of the Directors of the said Company hereby appointed, or hereafter to be appointed under the Authority of this Act, shall, by reason or means or on account of his being Party to, or making, signing, or executing, in his Capacity of Director of the said Company, pursuant to this Act, any Contract, Agreement, or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to the said Directors by this Act, be subject or liable to be sued or prosecuted, either collectively or individually, by any Person whomsoever, in any Court of Law or Equity or elsewhere; and that the Bodies, Goods, Lands, or Tenements of the said Directors, or any of them, shall not, by reason, on account, or in consequence of any such Contract or other Instrument so entered into, or made, signed, or executed by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, poynded, or adjudged, but that in every such Case any Person making any Claim or Demand upon the said Company or upon any Directors thereof, under or by virtue of any such Contract or Instrument or other lawful Act, may sue the said Company, in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

For the Indemnity of the Directors.

CCXXXVI. And be it further enacted, That the Directors, their Heirs, Executors, and Administrators, shall be indemnified and saved harmless from and against all Payments made or Liability incurred, and all Acts, Deeds, Matters, and Things executed, done, or ordered, and all Sums of Money, Losses, Costs, Charges, and Damages which they shall incur in the Execution of the Powers and Authorities hereby granted to them; and they shall be so indemnified out of the Assets for the Time being of the said Company, and, if necessary, by Calls for that Purpose of the Capital which may remain unpaid; and the  
Directors

Directors for the Time being of the said Company shall apply the then existing Funds, Assets, and Capital of the said Company for the Purposes of such Indemnity and Reimbursement.

CCXXXVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to take away, abridge, or diminish any Rights, Privileges, Jurisdictions, or Powers which at present belong to and are enjoyed or which are claimed (in virtue of Acts of Parliament, Royal Charters, immemorial Usage, or otherwise) by the Magistrates and Town Council of the Royal Burgh of *Linlithgow*, or by the said Magistrates or by any of them, to demand, take, receive, or levy Customs upon any Cattle, Carriages, Goods, or any other Thing whatsoever passing, led, driven, or carried over the Water of *Avon* at *Torphichen Mill*, or at any other Part of the said Water of *Avon*, by any Ford or Bridge, or by any Viaduct or other Bridge, that may be built or erected across the said Water of *Avon* by the said Company; and if any Act, Matter, or Thing shall be done in virtue of this Act whereby such Customs shall be diminished, or such Act, Matter, or Thing, when done, shall have the Effect to diminish the same, then the said Magistrates and Town Council shall and may receive such Indemnification from the said Company as shall and may be agreed upon between them, and in case they cannot agree as shall be settled by a Jury in the Manner in which Satisfaction is directed to be made by this Act for Lands taken or used under the Powers thereof: Provided always, that the Validity and Discussion in the competent Courts of Law of such Rights, Privileges, Jurisdictions, and Powers so enjoyed or claimed, with all Defences which any of the Inhabitants of the Counties of *Linlithgow* and *Lanark*, or any other Person or Persons, can or may plead against the same, shall be and the same are hereby reserved to all Parties interested; any thing herein contained to the contrary notwithstanding.

Saving  
Rights of  
Magistrates  
of Linlith-  
gow.

CCXXXVIII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act; and shall be judicially taken notice of as such by all Judges, Justices, and others.

Public Act.

The SCHEDULE to which the foregoing Act refers.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
<b>COUNTY OF EDINBURGH.</b>			
<i>Parish of Saint Cuthbert's.</i>			
Sir James G. Baird	William Hill	William Hill and William Doran.	Cot-house, O houses, and Co Willow Ground.
William Murray Ditto	John Moffat Ditto	Himself Ditto	House, Offices, Occupation Road, Garden, and Ground.
Mrs. Andrew Veitch	William Breckenridge.	Himself	Mill Lead.
James Walker	John Law	Himself	Five Inclosures of Vegetable Garden Ground.

*Saint Cuthbert's or Saint George's Parish.*

James Walker	John Law	Himself	Three Inclosures of Vegetable Garden Ground.
Ditto	Henry Cochrane	Himself	House, Weigh-house, Machine and Out-houses.
Ditto	Isaac Scott	Himself	Approach to House.
Ditto	Ditto	Ditto	Garden Ground.
Ditto	Ditto	Ditto	Garden.
Ditto	Ditto	Ditto	Garden Ground.
Ditto	Ditto	Ditto	House, Shrubby, and Entrance Road.
Ditto	Mrs. Daniel Ryrie, and Alexander and John Ryrie.	Themselves	House, Out-houses, and Gardens.
Ditto	Isaac Scott	Himself	Garden Ground.
Ditto	Ditto, and Mrs. and Alexander and John Ryrie.	Themselves	Offices and Courts.
John Robertson Sibbald.	The Directors of the House of Refuge.	James Stewart and Archibald Innes.	House, Gardens, and Courts.

*Parish of Corstorphine.*

William Ramsay Watson and his Curators, General the Honourable Sir Alexander Hope, Peter Ramsay, and James Hope.	Mrs. Christian Chapman.	Andrew Gifford, James Thompson, John Thomson, William Preston.	Cot-houses.
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Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
William Ramsay Watson and his Curators, General the Honourable Sir Alexander Hope, Peter Ramsay, and James Hope. Ditto	Mrs. Christian Chapman. - -	William R. Watson and his Curators, and Mrs. Christian Chapman.  Themselves	Plantation and Pasture.  Plantation.
<i>Parish of Currie.</i>			
Sir James G. Craig	William Slimon	Himself and Robert M <sup>c</sup> Harra.	Houses, Offices, Yards, and Courts.
<i>Parish of Ratho.</i>			
William Hill	-	Himself	Four Plantations in this Parish.
Alexander Berwick Ditto	- Ditto	Himself Ditto	Five ditto. Plantation and Road partly formed.
Ditto	-	Ditto	Two Plantations.
William Henry Brown Alexander Berwick	- Thomas Sadler	Ditto Himself and James Bird, James Couper senior, John Harrison, Robert Dixon, and George Peat.	Plantation. Cot-houses, Yards, and Courts.
Ditto	Ditto	Himself	House, Offices, Barn, Yard, Garden Ground, and Courts.
William H. Brown Ditto Ditto	- - -	Himself Ditto William Russell	Two Plantations. Approach. Porter's Lodge and Garden.
William Logan White	David Brown	Himself, John M <sup>c</sup> Kenzie, Alexander Ferrier, Thomas M <sup>c</sup> Figgan.	Houses, Offices, Yards, and Court.
Ditto	-	Himself	Two Plantations.
Edward Lothian	-	Himself	Plantation.
Edward Lothian, or Trustees of the late Sir Wm. Fettes.	-	Themselves	Ditto.
Trustees of the late Sir Wm. Fettes. Ditto	- Joseph Bell	Themselves William Downs and Peter Brown.	Six Plantations. Cottage and Garden.
Heirs of the late Sir Robert Liston.	-	Themselves	Plantation.

## COUNTIES OF EDINBURGH AND LINLITHGOW.

*Parish of Kirkliston.*

Earl of Hopetoun	-	Robert Pender	House and Garden.
Ditto	-	John Hill	Ditto.
Ditto, and William Young.	-	William Young	Ditto.

Owners or reputed Owners.	Lessee or reputed Lessees.	Occupiers.	Description of Property.
Earl of Hopetoun	-	Allison Brown, John Potter, Alexander M <sup>c</sup> Grotty and Janet Brown.	House and Garden.
Ditto	-	John Potter	Garden.
Ditto	-	Edward Hughes	House.
Ditto	-	David Webster	House and Garden.
Ditto	-	John Welsh	Ditto.
Ditto	-	George Causway	Ditto.
Ditto	-	John Smart.	House, Garden, Schoolhouse and Court.
Ditto	Thomas Allan	James Forbes	Garden.
Ditto	Ditto	William Crawford	Ditto.
Ditto	Ditto	Alexander Forbes	Ditto.
Ditto	-	William Currie	House, Shop, Wood Yard, and Garden.
Ditto	-	George Anderson	House, Shop, and Garden.
Ditto	-	Jane Brown	Stables and Back Yard.
Ditto	Thomas Allan	James Marshall	Houses and Garden.
Ditto	Ditto	John Smith and Robert Forsyth.	Garden.
Ditto	Ditto	Elizabeth Crawford	Ditto.
Ditto	-	Robert Forsyth, Elizabeth Crawford, William Crawford, and John Smith.	House.
Ditto	-	William Currie	Garden.
Ditto	Thomas Allan	James and Alexander Forbes.	House, Stables, and Yard.
Ditto	Ditto	Janet Coxan	House.
Ditto	-	Himself	Plantation.
Ditto	-	Ditto	Ditto.
Ditto	Alexander Hill	Himself	Plantation and Pasture.
Ditto	Ditto	Ditto	Pasture Trees and Banks of Burn.
Ditto	Ditto	Ditto	Garden.
Ditto	James Samuel	Himself	House, Garden, Offices, and Courts.
Ditto	Ditto	James Masterton, Thomas Kerr, and George Binnie.	Cot-houses, and Yards.
James Maitland Hogg	John Kinnaird	John Kinnaird and James M. Hogg.	Plantation and Road.
Ditto	Ditto	J. M. Hogg	Arable and Rows of Trees.
Ditto	-	John Brown	House and Yard.
Ditto	John Kinnaird	Himself	House, Offices, Yards, and Courts.
Ditto	-	Himself	Arable, and Rows of Trees.
Ditto	-	John Kinnaird	Ditto.



Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Alexander Duncan Ross Cochrane Wisheart Baillie.	- -	Himself	Three Plantations.

## COUNTY OF LINLITHGOW.

*Parish of Dalmeny.*

Earl of Hopetoun	- -	Himself	Two Plantations.
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*Parish of Abercorn.*

Earl of Hopetoun	- -	Himself	Ten Plantations in this Parish.
Ditto	James Arkley	Himself and Robert Arkley.	Houses, Garden, Barn Yard, and Court.
Ditto	John Duncan and James Henderson.	James Henderson	Mill Dam, Lead, and Meadow Ground.
Ditto	- -	Agnes Gardiner	House and Garden.
Ditto	- -	Elizabeth Dewar	Ditto.
Ditto	James Henderson	Himself	House, Offices, and Garden.
Ditto	Ditto	Himself	Mills and Kiln.
Ditto	John Duncan	Peter Duncan	House and Garden.
Ditto	- -	Himself	Plantation.
Ditto	John Duncan	James Robertson	House and Garden.
Ditto	Ditto	Ditto	Ditto.
Ditto	Ditto and James Henderson.	James Henderson	House and Offices.
Ditto	Major George Carnegie	Himself	Pond and Washing House in Ruins.
Major G. H. Dundas	Robert Forrester	David Wilson	Cot-houses.
Earl of Hopetoun	George Henderson	Unoccupied	House in Ruins.
Major G. H. Dundas	James Trotter and Robert G. Forrester.	George Meikle, Robert G. Forrester, William Forrester, John Forrester, James Swan and Peter Allan.	Houses and Gardens.
Earl of Hopetoun	Thomas Allan	Himself and Earl of Hopetoun.	Plantation and Pasture.

*Parish of Linlithgow.*

William Blair	- -	Himself	Three Plantations.
Burgh of Linlithgow	Peter Dixon	Himself	Mills, Houses, Mill-Lead, Yards, and Courts.
William T. Turner	- -	Himself	Two Plantations.
Ditto	James Young	Himself	Mains, Houses, Offices, and Garden.

[Local.]

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Society of Gardeners of Burgh of Linlithgow.	Andrew Ramsay	Himself	Nursery Ground.
Alexander Anderson	-	Himself	House and Arable.
Society of Gardeners of Burgh of Linlithgow.	Andrew Ramsay	Himself	Nursery Ground.
Alexander Anderson	-	Himself	Dwelling House.
Colonel Hamilton	Duncan M'Farlane	Himself	Garden.
Ditto	John Callender	Himself	House.
Lilleas Read	-	Herself	House and Garden.
Colonel J. F. Hamilton	-	James Ramsay	Two Gardens.
A. and J. Dawson	-	Themselves	One Garden.
James Roberts	-	Himself	Gardens.
David Henderson	-	Thomas Henderson	Ditto.
James Cornwall	-	Himself	House and Garden.
Alexander Spens	-	Himself and George Sutherland, Mrs. James White, John Kersop.	Gardens.
Andrew Gardner	-	Himself and Mrs. Peter Henderson, John Miller, David Henderson, Robert Duncan, Helen Jardine, and Robert Alexander Taylor, and Jean Davidson.	Tenement of Houses and Gardens.
Robert Meikle	-	John Binnie, George Bartholomew, William Hald, and James Brown.	House, Offices, Courts, and Garden.
Thomas Nimmo	-	Himself	Private Road.
Walter Glen	-	Himself	Garden.
William Monach	-	Himself	Barn and Garden.
John Gibson	-	J. B. Fleming	Garden.
Robert Spens	-	Himself	Ditto.
Allan Reddoch	-	James Sligh	Ditto.
Mrs. William Thomas.	-	Reverend William Smart.	House and Garden.
Managers of Independent Meeting House, Andrew Ramsay, President; Reverend Alexander Knowles, Minister.	-	Congregation	Independent Meeting House.
Walter Glen	-	Himself, James Dumbreck, and John Edgar.	Garden.
Mrs. Andrew M'Ilwraith and John Bunkle.	-	Robert Adams, and Thomas Aitkenhead, and Colin Henderson.	Ditto.
Mrs. John Gibb	-	Herself	Ditto.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Robert Harvie	- -	James Morton, Duncan Fletcher, and Andrew Bain.	Garden.
Ditto	- -	Thomas Duncan, Miss Elizabeth Duncan, John Rae, John Cherrie, John Mochrie, William Taylor, and Widow M <sup>c</sup> Murray.	Ditto.
James Douglas	- -	James M <sup>c</sup> Gregor	Private Road.
Ditto	Reverend A. W. Knowles.	Himself	Garden.
Reverend A. W. Knowles.	- -	Ditto	House and Garden.
Ditto.	- -	Ditto	Private Road.
Robert Meikle	- -	Mrs. Jane Ramage	House and Garden.
Ditto	- -	James Watson	Ditto.
Ditto.	- -	James Watson, and F. R. Low.	Private Road.
Ditto	- -	Fletcher R. Low	House and Garden.
Robert Spence and Sons.	- -	Themselves	Garden and Offices.
John Lauder	- -	Robert Turpie	House and Garden.
Robert Meikle	- -	Alexander Calder, Alexander Murray, Alexander Dodds, and John Peat.	Garden.
Robert and Alexander Spence.	- -	Alexander Spence, James Grozer, John Thomas.	Ditto.
Alexander Nelson and Janet Nelson.	- -	Janet Nelson, Mrs. Peter Grandiston.	Ditto.
John Potter	- -	Himself	Ditto.
Andrew and John Gardener, George M <sup>c</sup> Ghee, and Widow Dumbreck.	- -	A. and J. Gardener	Ditto.
Robert Meikle	- -	Himself	Ditto.
Ditto	- -	Himself, John Scott, Mrs. Robert Verner, and John Ogilvy.	Ditto.
James Binnie	- -	Himself	Ditto.
John Buncl	- -	Mrs. James Grozer, William Clark, James Martin, and Samuel Campbell.	Ditto.
Mrs. Joan Keir	- -	Richard Phillips	Ditto.
Thomas Liston	- -	Miss Maria Young	Ditto.
John Buncl	- -	Himself	Ditto.
Edward A. Jardine	- -	Robert Inglis	House and Garden.
William Duncan	- -	Himself	Barn, Offices, and Garden.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Edward A. Jardine and Mrs. George Henderson.	- -	Mrs. George Henderson.	House and Garden.
Edward A. Jardine	Daniel M'Gregor	Himself	Garden.
Ditto	- -	Mrs. Mary Miller	Ditto.
Ditto	- -	Ditto Alexander Murray, and John Easton.	Private Road.
Shoemakers Incorporation, Alexander Spence, Deacon.	- -	George Hardie, James Nimmo, Donald Hudson, Daniel Wardrop, Mrs. James Hardie, George Hastie, and Agnes Meikle.	Garden.
John and George Duncan.	- -	George Duncan	Ditto
Adam Sime	- -	Adam Aitken and John Fowler.	Ditto.
Thomas Henderson	- -	Himself	Ditto
Managers of Secession Meeting House, James Bennie, President, Reverend William Smart, Minister.	- -	Congregation and George Smith.	Secession Meeting House, Lodge, and Ground.
William Cunningham.	- -	Himself and William Whyte.	Garden.
Mr. and Mrs. Gardner Duncan.	- -	Thomas Henderson	Ditto.
Thomas Glen	- -	Himself	Ditto.
Edward A. Jardine	- -	Alexander Murray	Ditto.
Ditto	John Easton	Himself	Ditto, Coal Yard, and Occupation Road.
Daniel M'Kenzie	- -	Alexander Ruthven	Garden.
John Kenmore	- -	James Boyne	Ditto.
Mrs. Christ <sup>n</sup> Greenfield.	- -	Herself, Thomas Henderson, David Nicol, and Andrew Clark.	Ditto.
Walter Gowan sen., Walter Gowan jun., and James Gowan.	- -	David Henderson, Archibald M'Call, Mrs. Margaret Fyfe, Allan Ross.	Two Gardens and Footpath.
Alexander Waldie	- -	Himself	One Garden.
Mrs. John Gibbieson	- -	Herself	Two Ditto.
Alexander Marshall	- -	Himself	One Ditto.
James Black, acting Trustee for Alexander, Thomas, and James Learmouth.	- -	Captain Andrew Ferguson.	Four Gardens.
Ditto	- -	John Hardie, James Nicol, and William Cunningham.	One Garden.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Andrew S. Watson	-	Alexander William- son.	Two Gardens.
Mrs. Janet Tait	-	Herself and Alex- ander Gibbieson.	One Garden.
Christopher Davie	-	Himself	Ditto.
Mrs. William Smith	-	Herself	Ditto.
Christopher Davie	-	Charles Gibson, William M'Lean, Thomas M'Bey, William Munro, Margaret Moffat, and Alexander Stevenson.	Ditto.
Mrs. William Hamil- ton and Peter M'Cue.	-	Themselves, John Binnie, and James Fraser.	Ditto.
James Nimmo and Agnes Nimmo.	-	John Slimon, Thomas Brown, Mrs. Janet Prydie, Alexander Hutton, Alex- ander Kidd, Wil- liam Nimmo, Wil- liam Porteous, and Matthew Maloney.	Houses and Gardens.
John Wilson	-	William Shiells	Garden.
Ditto	-	Marion Smith, and partly unoccupied.	Houses partly in Ruins.
Mrs. James Thomson	-	Herself, Andrew Riddel, John Powis, and Mrs. Thomas Hardie.	Ditto.
John Veitch	-	Thomas Veitch, Mrs. Ellen Gar- diner, John Walker, and Mrs. George Grant.	Ditto.
John Boyd	-	Himself	Ditto.
William Clark	-	Himself	House, Offices, and Garden.
William Brooks	-	Unoccupied	House and Garden.
William Wyse	-	Andrew Binnie	Ditto.
William Brooks	-	Andrew Aitken, and partly unoccupied.	Inn and Offices.
Ditto	-	Unoccupied	Offices and vacant Ground.
William Wyse	-	Andrew Binnie	Garden Ground.
James and Alexander Potter.	-	Themselves	Garden.
David Henderson	-	Himself and Andrew Binnie and John Meikle.	Houses, Offices, and Gardens.
Mrs. John Gibbieson	-	Herself	Glue Work and Yard.
A. and J. Dawson	-	Andrew Davie, James Paterson, and Robert M'Call.	Houses and Garden.

[Local.]

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
A. and J. Dawson	- -	Themselves and John Dawson.	House, Garden, and Offices.
Ditto	- -	Ditto	Distillery.
Linlithgow Turnpike Road Trustees.	- -	John Waugh	Toll House and Garden.
Captain Charles Grant.	- -	Himself	Plantation.
Ditto	- -	Ditto	Garden and Out-houses.
Ditto	- -	Ditto	House, Pigeon House, and Shrubbery.
William Wilkie	- -	Himself, and John Young, William Steven, and Isabella Dewar.	Houses and Offices.
Ditto	- -	Himself, and Mrs. Margaret Anderson, David Ross, and David Crockett.	Garden.
Ditto	- -	Ditto	Bleaching Green.
Ditto	- -	Himself	Pigeon House.
Ditto	- -	Himself	Plantation.
James Johnson	John Jamison	Himself and James Carlaw.	House, Offices, Garden, and Yards.
James Johnstone Earl of Selkirk	- - John Glen	Himself Himself	Three Plantations. Houses, Offices, Barn Yard, Garden, Mill Lead, and Foot-path.

## COUNTY OF STIRLING.

*Parish of Muiravonside.*

Thomas Learmouth	- -	Himself	Three Plantations.
William Forbes	- -	Himself	Ditto.
Ditto	David Inglis	Himself and Andrew Taylor.	House, Offices, and Yard.
Ditto and William Braes.	- -	William Braes	House, Out-house, and Garden.
Ditto	- -	Archibald Dales	Ditto.
Ditto	- -	Alexander Taylor and James Crawford.	Ditto.
Robert Harvey and William Forbes.	- -	William Boyd	Offices and Gardens.
Ditto	- -	Robert Harvey,	Houses, Offices, and Gardens.
Burgh of Linlithgow and William Forbes.	- -	Robert Harvey and Peter Dixon.	Mill.

*Parish of Polmont.*

Sir Thomas Livingstone.	- -	Himself	Plantation.
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Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Robert Warden and the Trustees of the late Robert Warden.	Alexander Morton	Himself	Brick and Tile Work and Ground.
Ditto	- -	Themselves	Plantation.
Sir Thomas Livingstone.	- -	Himself	Plantation.
Robert Warden and the Trustees of the late Robert Warden.	John Gaff	Himself and William Gillies.	House, Offices, Yard, and Garden.
Ditto	- -	Themselves and John Gaff.	Two Plantations.
Duke of Hamilton	- -	William Small, Peter Maxwell, Robert Maxwell, Alexander Macleay, William Baxter, Margaret Russell or Simson, John Baxter, Margaret Easton, William Walker, Isabella Lawson or Maxwell, Robert Heeps, William Thomson, Simon Thomson, James Heeps, Janet Burnet or Thomson.	Houses and Gardens.
John J. Easton	Alexander Learmouth	Himself	Pasture and Trees.
William Johnstone	- -	Himself	Plantation.
James Gaff	- -	William Gillies	Shop, Store, and Garden.
Ditto	- -	George Paterson & Co.	Ditto.
William Johnstone	- -	John Thomson and William Wall.*	Houses and Garden.
Ditto	- -	Colin Thomson, William Russell, John Baird, James Binnie, John Smart, Robert Hunter, William Brown, and Angus M'Arthur.	Houses and Gardens.
Ditto	- -	Himself	Plantations.
Ditto	- -	Ditto.	Offices, Garden, Court, and Yard.
Ditto	- -	Ditto	Stackyard.
John Davidson	- -	Himself	Arable and Trees.
Ditto	- -	Ditto	Two Plantations.
Thomas Learmouth	James Murdoch	Himself, James Wallace, Gilbert Duff, and William Anderson.	Cot-houses and Yards.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Thomas Learmouth	Henry Wilson	John Hogg	House and Road, Offices and Yard.
Ditto	-	Himself	Plantation.

*Parish of Falkirk, annexed to Parish of Cumbernauld quoad Sacra.*

Lord Dundas	-	Himself	Four Plantations.
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*Annexed to Denny quoad Sacra.*

William Scott	John Scott	William Scott and John Scott.	Plantation.
John Scott	-	John Scott	Ditto.
Ditto	-	William Fleming and John Johnston.	Cot-houses, Garden, and private Road.
Ditto	-	Himself	Tomb and Plantation.
General Straiton	Thomas Walker	Himself	Plantation, Pasture, and Quarry.
John Mitchell	William Fleming	Himself	House in Ruins and Garden.
Ditto	Ditto	Ditto	Garden.
Robert Russell	Thomas Walker	Adam Hay	Cot-house and Garden.
Archibald Smith	William Dunn	Himself	House, Offices, Garden, and Farm Yard.
Ditto	-	Himself	Plantations.
John Hamilton	-	Himself	House, Offices, and Garden.
William Lennie	-	Himself	Three Plantations.
Lord Dundas	Walter Grindlay	Himself	Dykehead, House, Offices, and Garden.
Walter Russell	-	Himself	Two Plantations.
James Marshall	-	Himself	Plantations.
William Forbes	Carron Company of Minerals.	William Forbes and Carron Company of Minerals.	Plantation.
Ditto	-	Himself	Ditto.

*Parish of Falkirk.*

William Forbes	-	Himself	Eight Plantations in this Parish.
Ditto	John Allan	Ditto	Tamfeur Hill Farm House, Offices, Barn Yard, and Garden.
The Edinburgh and Glasgow Union Canal Company and John Baird.	-	J. W. Dickson	Building and Fountain Head.
The Edinburgh and Glasgow Union Canal Company.	-	Themselves, Thomas Jones, and John Parker.	Plantation.



Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
The Edinburgh and Glasgow Union Canal Company.	- -	- -	Basin, Lock, private Road, and Tracking Path.
Ditto	- -	Themselves	Plantation.
Ditto	Thomas Jones	Himself, Thomas Trueman, Allan M'Arthur, and Dugald M'Culloch.	Houses, Outhouses, and Garden.
William Forbes	John Watt	John Fraser	Lime Kilns.
Edinburgh and Glasgow Union Canal Company.	- -	Robert Steel	Garden.
William Forbes	John Watt	Himself	House, Offices, and Yards.
Ditto	-	Himself	Plantation in Callender Park.
Ditto	John Barclay	Himself	House, Offices, and Yard.
Ditto	Andrew Oswald	Himself	Hall Glen House, Offices, and Garden.
Ditto	Robert Donaldson	Himself	Plantation.

*Branch to Falkirk.*

William Forbes	John Watt	John Fraser	Lime Kilns.
Edinburgh and Glasgow Union Canal Company.	- -	Robert Steell	Garden.
Sir Thomas Livingstone and William and Janet Dalglish.	- -	William Jean and Janet Dalglish, George Simpson, and James Bowers.	House and Garden.
Ditto	- -	William and Janet Dalglish sen. and George Simpson.	Houses and Garden.
Peter Stewart and James Love.	- -	James Love and Henry Love.	House and Garden.
Peter Stewart	- -	Himself	House, Offices, and Garden.
Mrs. Robert Scott and James Scott.	- -	Mrs. Margaret Dougall and John Chalmers.	House, Outhouse, and Garden.
Ditto and Matthew Waddel.	- -	Matthew Waddel	Ditto.
Mrs. R. Scott, James Scott, and James Forbes.	- -	James Forbes, David Chalmers, and Archibald Gavin.	Ditto.
Mrs. M. Balderston	- -	William Booth	Nursery Garden.
Mrs. Robert Cowie	William Booth	Himself	Ditto.
James Simpson	- -	William Turner	Market Garden.
Thomas Aitken	- -	Mrs. Janet Watson	Garden and Washing House.

[Local.]

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Thomas Aitken William Booth Robert Bain	- - -	Robert Muirhead Himself James Leisaman, John Thomson, William Binnie, and Mrs. Janet Kirkwood.	Garden. Market Garden. Houses.
Mrs. Thomas Fleming, Hugh Fleming, John Rae, Mrs. James Wardron, John Wardrop, and Second Burgher Corporation, Henry M'Donald, Præsides.	- -	Andrew Horn, James Murphy, Hugh Fleming, Mrs. R. Fleming, John Rae, Robert Hannals, Thomas Chalmers, Richard Ashies, John Sim- son, William O'Connell, William Callender, Alex- ander Rankin.	Tenement of Houses.

## COUNTY OF DUMBARTON.

*Parish of Cumbernauld.*

John Anderson	-	James Braid and John Hay.	Cothouses and Garden.
Alexander Brownlee	-	Himself	Mill Courts and Lead.
Ditto	-	Ditto	Mill Dam.
James Duncan	-	Himself	Plantation.
Thomas Duncan	-	Himself	Ditto.
William Wilson	-	Himself	Five Plantations.
Major John Orr	-	Himself	Old Lime Kiln.
Lord Elphinstone	John Allan	Lord Elphinstone and John Allan.	Three Plantations.
Ditto, J. S. More, and William Ellis.	-	Alexander Cairns	Railway.
John Shanks More and William Ellis.	-	Themselves	Fourteen Plantations in this Parish.
Ditto	Alexander Broom	Himself	Freestone Quarry, Road, and Build- ing.
Ditto	Alexander Cairns	James Kay and Henry Bruce.	Cothouses.
Admiral Fleming	-	Himself	Three Plantations.

*Parish of Kirkintilloch.*

William College	John Jackson	John Jackson and William College.	Two Plantations.
Ditto	Ditto	Himself	West Lees House, Offices, Yard, and Garden.
Alexander M'Gregor	Matthew Martin	Himself, Charles Christie, and John Taylor.	Houses, Offices, and Garden.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Monkland and Kirkintilloch Railway Company.	- -	- -	Monkland and Kirkintilloch Railway.
Alexander M'Gregor	- -	Himself	Two Plantations.
William Inglis	- -	Himself	Plantations.
Ditto	James Bowman	Himself	House, Offices, Yard, and Garden.
Charles Stewart	- -	Himself	Plantation.
Ditto	William Stewart	Himself and William Stewart.	Houses, Offices, and Garden.
Captain J. G. Murray.	Ditto and Charles Stewart.	William Stewart	Plantation.
Ditto	- -	Himself	Four Plantations.
Ditto	John Shaw, of Pasture	Himself, of ditto	Plantation.
Ditto	John Shaw	Himself and William Binnie.	Houses, Offices, Yard, Road, and Garden.

## COUNTY OF LANARK.

*Parish of Cadder otherwise Calder.*

John Hunter	- James Carmichael	Himself	Smithy.
Ditto.	- -	Mrs. James Fleming, Duncan Comrie, and David Wallace.	Houses and Gardens.
Ditto	- -	Himself	House, Offices, and Yards.
John Stevenson and David Scales Cleland.	- -	Alexander Buchanan.	House and Garden.
Daniel M'Gregor and David Scales Cleland.	- -	William Stark and Janet M'Gregor.	House and Gardens.
David Scales Cleland	Alexander Congleton	Himself	House, Offices, and Yards.
David Scales Cleland	- -	Mrs. Alexander M'Kinnis, Hugh Gallachar, and Thomas Cassaday.	Houses and Gardens.
Ditto and William Carmichael.	- -	Unoccupied	Unfinished House and Garden.
John Russell and David Scales Cleland.	- -	John Russell, John Gardiner, Andrew Wilson, and William Brown.	House and Gardens.
Ditto	- -	Margaret Strachan, William Hutchison, John Cameron, Alexander Wilson, John Brodie, John Turner, James Purdie, Alexander Kay, and Bernard Quin.	Houses and Yards.
David Scales Cleland	Alexander Congleton.	John Russell	Garden.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
David Scales Cleland and John Park.	- -	John Park	House and Garden.
David Scales Cleland	- -	Ditto, and Hugh Jolly, and Alexander Congleton.	Private Road.
James Yuille and Alexander Stevenson.	- -	James Craig, Andrew M'Allister, James Donnachy, John M'Cormick, and John M'Cole.	Houses, Yard, and Garden.
Alexander Stevenson	- -	William Miller, William Fleming, Alexander Fleming, John Henderson, John Johnson, and Isabella Brown.	Houses and Garden.
Alexander Stevenson	- -	Himself, Robert Marshall, and James Allison.	Houses and Garden.
David Scales Cleland	- -	Hugh Jolly	House.
Archibald Stirling	Alexander Campbell	Himself	House, Offices, Yard, and Garden.
William Scott	John Mitchell	Himself	House, Offices, Yard, and Garden.
Archibald Stirling	- -	Himself	Wood.
Ditto, and Murdoch Munro.	- -	Murdoch Munro	Mill Lead underground.
Archibald Stirling	John Alexander	Himself	Distillery Lead and Dam.

*Parish of Chryston quoad Sacra.*

Monkland and Kirkintilloch Railway Company.	- -	Themselves and Public.	Monkland and Kirkintilloch Railway.
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PARISH OF BARONY, GLASGOW.

*Portion lying between Saint David's, Glasgow, and Inner High Church, Glasgow.*

Directors of the Glasgow Royal Asylum for Lunatics, and Donald Cuthbertson their Secretary, and William Stuart Stirling Crawford, and Archibald Stirling his Curator.	- -	Doctor Hugh Aird Galbraith and Mary Kirk, Gate Keeper, Directors of Asylum, and Donald Cuthbertson	Asylum for Lunatics, and Airing Grounds, Shrubbery Walks, and Garden Ground.
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Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
John Miller and William Stuart Stirling Crawford, and Archibald Stirling his Curator.	- -	John Miller	Wood Yard, Wright's Shop, and Dwelling House.
William. S. S. Crawford and A. Stirling his Curator.	- -	George Smith and Peter Gordon.	Acid Works.
Company of Proprietors of Forth and Clyde Canal Navigation, and W. S. Crawford, and Archibald Stirling his Curator.	- -	Company of Proprietors.	Coal Depot.
W. S. Stirling Crawford and A. Stirling his Curator.	Andrew Lonie	Himself and William Hill.	Houses, Offices, and Garden.

*Portion of Barony lying to the North of the Parish of Inner High Church, Glasgow.*

Colonel Alexander Campbell.	- -	Himself	Plantation.
William Stuart Stirling Crawford and Archibald Stirling his Curator.	William Warnock	Himself	House, Offices, Yards, Roads, and Trees.
Ditto	- -	Themselves	Plantation.
Archibald Stirling	- -	Himself	Three Plantations.
Ditto	- -	Himself	Private Approach.
Ditto	- -	William Hunter	Porter's Lodge and Garden.
Ditto	- -	James M'Lean	House and Garden.

PARISH OF GLASGOW.

*Parish of Saint George's, Glasgow, quoad Sacra.*

Trustees for George Street Independent Chapel, William Milroy, Treasurer, and Dr. Ralph Wardlaw, Minister, and Magistrates and Town Council of City of Glasgow.	- -	John Young and Neil M'Clean.	Houses, Wright's Shop, and Yard.
Ditto	- -	Thomas M'Vie	Shop.
Ditto	- -	Congregation, and Lanark Cotton Yarn Company, and A. Menzies.	Independent Chapel and Store.

[Local.]

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Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Trustees for George Street Independent Chapel, William Milroy, Treasurer, and Dr. Ralph Wardlaw, Minister, and Magistrates and Town Council of City of Glasgow.	-	Richmond Picken, Ellen Walker, Andrew Macdougall, Andrew Thomson, John Williamson, and Theological Academy, John Archibald Fullartone, Preses.	Tenement of Houses.
Andrew Ranken, and Magistrates and Town Council of City of Glasgow.	George Comrie	Thomas Craig	Stables and Coach-house.
Ditto	Ditto	Himself Unoccupied	Hotel. House and Offices.
John Leadbetter and Magistrates and Town Council of City of Glasgow.	-	Himself	Engine House.
James Ewing, and Magistrates and Town Council of City of Glasgow.	James Govan	Himself	Engine House.
John Leadbetter, and Magistrates and Town Council of City of Glasgow.	Ambrose Grimshaw	Himself	Hotel, Stables, and Offices.
Ditto	-	Robert Spalding Unoccupied	Dwelling House. Store.
Ditto	-	William M'Call	Dwelling House.
Ditto and Daniel M'Kenzie.	-	Doctor Cameron, Ambrose Grimshaw, and Graham Hutchison.	Dwelling House.
Ditto	-	William Weir Henry Gordon, and Doctor William Ure.	Dwelling Houses.
John Leadbetter and Magistrates and Town Council of City of Glasgow, and Daniel M'Kenzie.	-	Doctor M'Kenzie, Henry Gordon, and James Nixon.	Dwelling Houses.
William Wilson, and Adam Bogle's Trustees, and Magistrates and Town Council of City of Glasgow.	-	Robert Wallace and Mrs. Stephen.	Ditto, and Writing Chambers.
Doctor Gibb, Janet Cummin, and Magistrates and Town Council of City of Glasgow.	-	Barbara Davidson, Janet Cummin, Susannah Allan, and Mrs. William Willic.	Dwelling Houses and Yard.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
Doctor Robert Hunter, John Shearer, John Sinclair, and Magistrates and Town Council of City of Glasgow.	- -	Doctor Robert Hunter, John Shearer, John Sinclair, and Mrs. Archibald M'Arthur.	Dwelling Houses and Yard.
William Thorburn, Jane Scott, and Peter Buchanan, and Magistrates and Town Council of City of Glasgow.	- -	Matthew Reid, Jane Scott, and Peter Buchanan.	Ditto.
George Thomson and Robert Mowbray, his Tutor at Law, and Magistrates and Town Council of City of Glasgow.	- -	William Davie	Ditto.
Doctor Stevenson M'Gill, and Magistrates and Town Council of City of Glasgow.	- -	Roger Duke	Ditto.
John Duncan, and Magistrates and Town Council of City of Glasgow.	- -	Himself	Ditto.
Lawrence Lockhart, and Magistrates and Town Council of City of Glasgow.	- -	William Glassford, Alexander Williamson, and David Robertson.	Dwelling Houses.
Ditto	- -	Ronald Macgregor, Mrs. Goodwin, and James Wilson.	Ditto.
John Leadbetter, and Magistrates and Town Council of City of Glasgow.	- -	William Stevenson	Wood Yard and Shop.
Ditto	- -	William Swanstoun, Daniel Malcolm, Miss Reynolds, and John M'Call.	Mechanics Institution Buildings.

*Parish of Ramshorn otherwise Saint David's, Glasgow, quoad Sacra.*

Heirs of Patrick Bell and Alexander Alexander.	- -	Unoccupied	Unfinished Tenement of Houses.
Directors of Glasgow Royal Asylum for Lunatics, and Donald Cuthbertson their Secretary.	- -	Themselves and Dr. Hugh Galbraith.	Shrubbery Walks and Garden Ground of Asylum for Lunatics.

Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
<i>Parish of Inner High Church, Glasgow, quoad Sacra.</i>			
P. Arundel French's Trustees, and J. F. W. French.	Robert Harvie	Himself	Pasture and Trees.
P. Arundel French's Trustees.	Robert Harvie	Himself	House, Garden, and Offices.
John Gourlay	- -	Himself and William Jones.	Private Approach and Occupation Road.
Ditto	- -	Himself	Arable and Trees.
Ditto	- -	Himself	Five Plantations.
Ditto	- -	Ditto and Widow Wallace.	Gardener's House, Office, and Court.
Ditto	- -	William Jones	Market Garden.
Ditto	- -	Andrew Brown and William Carswell.	Garden.
Colonel Alexander Campbell.	- -	Himself	Plantations.

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