

ANNO VICESIMO OCTAVO & VICESIMO NONO

# VICTORIÆ REGINÆ.

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## *Cap. ccxcviii.*

An Act for the Amalgamation of divers Railway Companies with the *Glasgow and South-western Railway Company*, and for other Purposes.

[5th July 1865.]

**W**HEREAS by “The *Glasgow and South-western Railway* (Consolidation) Act, 1855,” various Acts then in existence relating to the *Glasgow and South-western Railway Company* were repealed, and the *Glasgow and South-western Railway Company* (in this Act called “the Company”) were re-incorporated, and divers other Acts have since been passed which affect the Company: And whereas the following Acts relating to “the *Maybole and Girvan Railway Company*” (in this Act called “the *Maybole and Girvan Company*”) [have been passed; (that is to say,) “The *Maybole and Girvan Railway Act*, 1856,” and “The *Maybole and Girvan Railway (Amendment) Act*, 1859:” And whereas the Capital of the *Maybole and Girvan Company* consists of Six thousand eight hundred ordinary Shares of Ten Pounds each, representing Sixty-eight thousand Pounds, of which the Company are the Holders of Two thousand five hundred, representing Twenty-five thousand Pounds, and of Nine thousand Shares of Five Pounds each, bearing

18 & 19 Vict.  
c. xcvi.

19 & 20 Vict.  
c. xcix.  
22 & 23 Vict.  
c. xxxiv.

[Local.]

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a Five Pounds *per Centum* preferential Dividend, and representing Forty-five thousand Pounds, of which the Company are the Holders of Four thousand, representing Twenty thousand Pounds: And whereas the *Maybole and Girvan* Company have borrowed on Mortgage or Bond Thirty-five thousand six hundred Pounds or thereabouts now due and owing, and have incurred other Liabilities and Debts to the Extent of Eight thousand five hundred and fifty Pounds or thereabouts: And whereas the *Maybole and Girvan* Company have completed and opened for Traffic their Railway, which is now worked by the Company: And whereas an Arrangement for the Amalgamation of the Undertaking, Railway, Property, and Effects of the *Maybole and Girvan* Company with the Undertaking, Railway, Property, and Effects of the Company has been come to, and the Terms thereof appear by the Heads of Agreement set forth in the First Schedule to this Act, and it is expedient that the Amalgamation be effected on those Terms, and that the *Maybole and Girvan* Company be dissolved: And whereas the following Acts relating to the *Castle Douglas and Dumfries* Railway Company (in this Act called "the *Castle Douglas* Company") have been passed; that is to say, "The *Castle Douglas and Dumfries* Railway Act, 1856," and "The *Castle Douglas and Dumfries* Railway Amendment Act, 1859:" And whereas the Capital of the *Castle Douglas* Company consists of Twelve thousand ordinary Shares of Ten Pounds each, representing One hundred and twenty thousand Pounds, of which the Company are the Holders of Six thousand, representing Sixty thousand Pounds, and of Twelve thousand Shares of Six Pounds each, bearing a preferential Dividend at the Rate of Five Pounds *per Centum per Annum*, and being entitled to participate rateably in any surplus divisible Profits after Payment of Dividends at the Rate of Five Pounds *per Centum per Annum* on their ordinary Shares, and representing Seventy-two thousand Pounds, of which the Company are the Holders of Six thousand, representing Thirty-six thousand Pounds, and the *Castle Douglas* Company have Power to raise the Sum of Five thousand Pounds towards the Construction of the *Kirkcudbright* Railway: And whereas the *Castle Douglas* Company have borrowed on Mortgage Sixty-four thousand Pounds or thereabouts now due and owing: And whereas the *Castle Douglas* Company have completed and opened for Traffic their Railway, which is now worked by the Company: And whereas an Arrangement for the Amalgamation of the Undertaking, Railway, Property, and Effects of the *Castle Douglas* Company with the Undertaking, Railway, Property, and Effects of the Company has been come to, and the Terms thereof appear by the Heads of Agreement set forth in the Second Schedule to this Act, and it is expedient that the Amalgamation be effected on those Terms, and that the *Castle Douglas* Company be dissolved: And whereas the following

Act

19 & 20 Vict.  
c. cxiv.  
22 & 23 Vict.  
c. xxix.

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Act relating to the *Bridge of Weir* Railway Company (in this Act called "the *Bridge of Weir* Company") has been passed; that is to say, "The *Bridge of Weir* Railway Act, 1862:" And whereas the Capital of the *Bridge of Weir* Company consists of Two thousand five hundred ordinary Shares of Ten Pounds each, representing Twenty-five thousand Pounds, of which the Company are the Holders of Eight hundred, representing Eight thousand Pounds: And whereas the *Bridge of Weir* Company have borrowed on Mortgage or Bond Eight thousand three hundred Pounds or thereabouts now due and owing, and have incurred other Liabilities and Debts to the Extent of Ten thousand five hundred Pounds or thereabouts: And whereas the *Bridge of Weir* Company have completed and opened for Traffic their Railway, which is now worked by the Company: And whereas an Arrangement for the Amalgamation of the Undertaking, Railway, Property, and Effects of the *Bridge of Weir* Company with the Undertaking, Railway, Property, and Effects of the Company has been come to, and the Terms thereof appear by the Heads of Agreement set forth in the Third Schedule to this Act, and it is expedient that the Amalgamation be effected on those Terms, and that the *Bridge of Weir* Company be dissolved: And whereas the following Act relating to the *Kirkcudbright* Railway Company (in this Act called "the *Kirkcudbright* Company") has been passed; (that is to say,) "The *Kirkcudbright* Railway Act, 1861:" And whereas the Capital of the *Kirkcudbright* Company consists of Six thousand ordinary Shares of Ten Pounds each, representing Sixty thousand Pounds, of which the Company are the Holders of One thousand five hundred Shares, representing Fifteen thousand Pounds, and the *Castle Douglas* Company are the Holders of Five hundred Shares, representing Five thousand Pounds: And whereas the *Kirkcudbright* Company have borrowed on Mortgage or Bond Twenty thousand Pounds or thereabouts now due and owing, and have incurred other Liabilities and Debts to the Extent of Ten thousand Pounds or thereabouts: And whereas the *Kirkcudbright* Company have completed and opened for Traffic their Railway, which is now worked by the Company: And whereas an Arrangement for the Amalgamation of the Undertaking, Railway, Property, and Effects of the *Kirkcudbright* Company with the Undertaking, Railway, Property, and Effects of the Company has been come to, and the Terms thereof appear by the Heads of Agreement set forth in the Fourth Schedule to this Act, and it is expedient that the Amalgamation be effected on those Terms, and that the *Kirkcudbright* Company be dissolved: And whereas it is necessary for the Purpose of effecting the Amalgamations by this Act authorized that further Powers should be conferred on the Company, and that their Capital in Shares and by borrowing should be increased: And whereas the Objects of this Act cannot be effected without the

Authority

25 & 26 Vict.  
c. cxxi.

24 & 25 Vict.  
c. ccv.

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Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

- Short Title.     **1.** This Act may for all Purposes be cited as "*The Glasgow and South-western Railway (Amalgamations) Act, 1865.*"
- Parts of  
26 & 27 Vict.  
cc. 92. &  
118. incor-  
porated.     **2.** Part V. (relating to Amalgamation) of "*The Railways Clauses Act, 1863,*" and Part II. (relating to additional Capital) and Part III. (relating to Debenture Stock) of "*The Companies Clauses Act, 1863,*" (save so far as any of the Sections and Provisions of those Parts of Acts respectively are expressly varied or excepted by this Act,) are incorporated with this Act.
- Same Mean-  
ings in in-  
corporated  
Acts as in  
this Act.     **3.** The several Words and Expressions to which by the Acts in part incorporated with this Act Meanings are assigned have in this Act the same Meanings, unless excluded by the Subject or Context.
- Heads of  
Agreement  
with May-  
bole and  
Girvan Com-  
pany con-  
firmed.     **4.** The Heads of Agreement between the *Maybole and Girvan* Company and the Company for Amalgamation which are set forth in the First Schedule to this Act annexed are by this Act confirmed, and made binding on those Two Companies respectively, and in accordance with the Provisions of this Act may and shall have full Effect according to the true Intent thereof.
- Undertaking  
of Maybole  
and Girvan  
Company  
vested in the  
Company.     **5.** The Undertaking, Railway, Sidings, Stations, Works, Conveniences, Lands, Buildings, and Estates, Plant, Stock, Property, Effects, Claims, and Demands whatsoever of or to which the *Maybole and Girvan* Company by virtue of the recited Acts relating to them, or otherwise howsoever, now and at the Time of the Amalgamation are seised or possessed or in any way entitled, except Monies received or due on Revenue Account, are by this Act vested in the Company as Part of and amalgamated with their Undertaking, Railway, Property, and Effects, and the Amalgamation shall take place on and from the Day in that Behalf expressed in the Heads of Agreement set forth in the First Schedule to this Act annexed.
- Maybole and  
Girvan Com-  
pany dis-  
solved, and  
the Company  
to represent  
them.     **6.** Subject to the Provisions of this Act, the *Maybole and Girvan* Company shall, on the Amalgamation, be dissolved and cease to exist, and thenceforth the Company shall to all Intents represent the *Maybole and Girvan* Company, as if the Company had originally been and had continued without Intermission to be the *Maybole and Girvan* Company.

**7.** Not-

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7. Notwithstanding the Dissolution of the *Maybole and Girvan* Company, the several Persons who at the Time of the Amalgamation shall be Directors of that Company may take all necessary Proceedings for recovering any Monies due to that Company on Revenue Account, and shall divide amongst the several Persons who at the Time of the Amalgamation were Holders of Shares in the *Maybole and Girvan* Company, rateably according to their respective Holdings, Rights, and Interests, any Monies which may be in the Hands of or due to that Company on Revenue Account, after discharging all Liabilities on that Account, and all Expenses incurred in winding up the Affairs of that Company.

Recovery  
and Division  
of Assets.

8. The Company may for the Purposes of the Amalgamation with the *Maybole and Girvan* Company create additional Capital as follows; (that is to say,)

New Capital  
for Purposes  
of *Maybole*  
and *Girvan*  
Amalgama-  
tion.

They may raise by the Creation and Issue of new Shares or Stock, either wholly or partly ordinary or wholly or partly preferential, the Sum of Fifteen thousand and fifty Pounds for the Redemption of the ordinary Shares in the Capital of the *Maybole and Girvan* Company not held by the Company; and on Payment to each Holder of those Shares (other than the Company) of the Sum of Three Pounds Ten Shillings for every such ordinary Share all the Rights and Interests, Claims and Demands, of such Holder in or to the *Maybole and Girvan* Railway in respect of such ordinary Share shall cease and determine:

They shall create Five thousand Shares of Five Pounds each, or an equivalent Amount of Stock, bearing a preferential Dividend at the Rate of Four Pounds *per Centum per Annum*, and shall issue such Shares as fully paid up, or, as the Case may be, allot such Stock to the Holders (other than the Company) of and in exchange for the Five *per Centum* preferential Shares in the Capital of the *Maybole and Girvan* Company in the Proportions in which they respectively are at the Time of the Amalgamation Holders of those Shares:

They may raise by the Creation and Issue of new Shares or Stock, either wholly or partly ordinary or wholly or partly preferential, the Sum of Eight thousand five hundred and fifty Pounds towards the Liquidation of the Liabilities and Debts incurred by the *Maybole and Girvan* Company beyond their authorized Capital:

They may exercise the borrowing Powers of the *Maybole and Girvan* Company to the Extent of Thirty-seven thousand six hundred Pounds, being the Amount which that Company are authorized to borrow.

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Cancelling  
Shares held  
by Company  
in Maybole  
and Girvan  
Capital.

**9.** On the Amalgamation with the *Maybole and Girvan* Company all the Shares in the Capital of that Company held by the Company shall be deemed to be cancelled.

Heads of  
Agreement  
with Castle  
Douglas  
Company  
confirmed.

**10.** The Heads of Agreement between the *Castle Douglas* Company and the Company for Amalgamation which are set forth in the Second Schedule to this Act annexed are by this Act confirmed, and made binding on those Two Companies respectively, and in accordance with the Provisions of this Act may and shall have full Effect according to the true Intent thereof.

Undertaking  
of Castle  
Douglas  
Company  
vested in  
the Com-  
pany.

**11.** The Undertaking, Railway, Sidings, Stations, Works, Conveniences, Lands, Buildings, and Estates, Plant, Stock, Property, Effects, Claims, and Demands whatsoever of or to which the *Castle Douglas* Company by virtue of the recited Acts relating to them, or otherwise howsoever, now and at the Time of the Amalgamation are seised or possessed or in any way entitled, except Monies received or due on Revenue Account, are by this Act vested in the Company as Part of and amalgamated with their Undertaking, Railway, Property, and Effects, and the Amalgamation shall take place on and from the Day in that Behalf expressed in the Heads of Agreement set forth in the Second Schedule to this Act annexed.

Castle  
Douglas  
Company  
dissolved  
and the  
Company  
to represent  
them.

**12.** Subject to the Provisions of this Act, the *Castle Douglas* Company shall, on the Amalgamation, be dissolved and cease to exist, and thenceforth the Company shall to all Intents represent the *Castle Douglas* Company, as if the Company had originally been and had continued without Intermission to be the *Castle Douglas* Company.

Recovery  
and Division  
of Assets.

**13.** Notwithstanding the Dissolution of the *Castle Douglas* Company, the several Persons who at the Time of the Amalgamation shall be Directors of that Company may take all necessary Proceedings for recovering any Monies due to that Company on Revenue Account, and shall divide amongst the several Persons who at the Time of Amalgamation were Holders of Shares in the *Castle Douglas* Company, rateably according to their respective Holdings, Rights, and Interests, any Monies which may be in the Hands of or due to that Company on Revenue Account, after discharging all Liabilities on that Account, and all Expenses incurred in winding up the Affairs of that Company.

New Capital  
for Purposes  
of Castle  
Douglas  
Amalga-  
mation.

**14.** The Company may for the Purposes of the Amalgamation with the *Castle Douglas* Company create additional Capital as follows; (that is to say,)

They

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They shall create Six thousand ordinary Shares of Ten Pounds each, or an equivalent Amount of Stock, and shall issue such Shares as fully paid up, or, as the Case may be, allot such Stock to the Holders (other than the Company) of and in exchange for the ordinary Shares in the Capital of the *Castle Douglas* Company in the Proportions in which they respectively are at the Time of the Amalgamation Holders of those Shares :

They shall create Six thousand Shares of Six Pounds each, or an equivalent Amount of Stock, bearing a preferential Dividend at the Rate of Five Pounds *per Centum per Annum*, and entitled to participate rateably with the ordinary Shares in the Company in any surplus divisible Profits after Payment of Dividend at the Rate of Five Pounds *per Centum per Annum* on those ordinary Shares, and they shall issue such Shares as fully paid up, or, as the Case may be, allot such Stock to the Holders (other than the Company) of and in exchange for the Five Pounds *per Centum* preferential Shares in the Capital of the *Castle Douglas* Company in the Proportions in which they respectively are at the Time of the Amalgamation Holders of those Shares :

They may raise by the Creation and Issue of new Shares or Stock, either wholly or partly ordinary or wholly or partly preferential, the Sum of Five thousand Pounds authorized by "The *Kirkcudbright* Railway Act, 1861," to be contributed by the *Castle Douglas* Company towards the Construction of the *Kirkcudbright* Railway :

They may exercise the borrowing Powers of the *Castle Douglas* Company to the Extent of Sixty-four thousand Pounds, being the Amount which that Company are authorized to borrow.

15. On the Amalgamation with the *Castle Douglas* Company all the Shares in the Capital of that Company held by the Company shall be deemed to be cancelled.

Cancelling  
Shares held  
by Company  
in *Castle  
Douglas  
Capital.*

16. The Expression "*Caledonian* Traffic," as herein-after used, shall mean Traffic of every Description passing or destined or directed to pass over the *Castle Douglas and Dumfries* Railway to, from, over, or beyond the Railways for the Time being forming the Undertaking of the *Caledonian* Railway Company, or any Railway for the Time being worked by that Company and the *Portpatrick* Railway, or to, from, over, or beyond the *Portpatrick* Railway and the Railways for the Time being forming the Undertaking of the *Caledonian* Railway Company, or worked by that Company.

Providing  
Facilities for  
*Caledonian  
Company's  
Traffic.*

17. The Company shall give to the *Caledonian* Railway Company in respect to *Caledonian* Traffic all such Facilities as are usual or useful

Through  
Booking in  
favour of  
*Caledonian  
Company.*

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useful for the convenient working or Development of Railway Traffic, including, among other things, Through Booking, Through Tickets, and Invoices, and, so far as may reasonably be required, Through Carriages and Waggon, and conveniently timed and arranged Trains, whether ordinary or special, as the Case may require, for the Reception, forwarding, Transmission, Conveyance, and Delivery of such Traffic, and shall accommodate, manage, and forward such Traffic and give such Facilities as effectually, regularly, and expeditiously as if it were their own proper Traffic, or Traffic which they were desirous of cultivating to the utmost, and shall not give any Preference, Priority, or Advantage over it to any other Traffic, subject only to the Payment to them of the Proportion of Receipts from such Traffic as herein-after provided.

Fixing of  
Rates and  
Fares.

18. The *Caledonian* Railway Company shall have Power to fix the Rates and Fares for all *Caledonian* Traffic, and the Receipts arising from such Traffic shall, after Deduction of Government Duty and the usual Terminals from Time to Time allowed by the Railway Clearing House (which shall belong and be paid to the Companies respectively entitled thereto), and any Portion of Through Rate or Fare which may be due to other Railway Companies concurring in such Through Rates or Fares, be divided between the Company and the *Caledonian* Railway Company by Mileage according to the actual Distance travelled over their respective Railways: Provided always, that the Company shall in no Case receive in such Division a less Sum *per* Mile of the Distance for which such Traffic shall be conveyed over their Railways than the following; *viz.*,

	Pence.	Decimal Parts of a Penny.
Passengers by Ordinary or Express Trains, First Class, each <i>per</i> Mile - - - -	1	·25
Passengers by Ordinary or Express Trains, Second Class, each <i>per</i> Mile - - - -	0	·91
Passengers by Ordinary or Express Trains, Third Class and Parliamentary, each <i>per</i> Mile -	0	·60
Passengers by Excursion Trains, First Class, for single Journey, each <i>per</i> Mile - - -	0	·54
Passengers by Excursion Trains, in covered Carriages, single Journey, each <i>per</i> Mile - -	0	·27
Passengers with Tourists Tickets, First Class, single Journey, each <i>per</i> Mile - - - -	1	·02
Passengers with Tourists Tickets, Second Class, single Journey, each <i>per</i> Mile - - -	0	·73
Passengers with Tourists Tickets, Third Class, single Journey, each <i>per</i> Mile - - -	0	·37
		Parcels,



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	Pence.	Decimal Parts of a Penny.
Parcels, each <i>per</i> Mile - - - -	0	·05
Fish, <i>per</i> Ton <i>per</i> Mile - - - -	1	·60
Horses, if only One, <i>per</i> Mile - - - -	1	·93
Horses, if Two, <i>per</i> Mile - - - -	2	·89
Horses, if Three, <i>per</i> Mile - - - -	3	·85
Carriages, each <i>per</i> Mile - - - -	2	·03
Dogs, each <i>per</i> Mile - - - -	0	·19
Goods and Minerals, average Rate <i>per</i> Ton <i>per</i> Mile - - - - -	0	·80
Live Stock, <i>per</i> Truck <i>per</i> Mile - - - -	3	·00

Provided always, that at the Expiration of Five Years from the Commencement of this Act, and at the Expiration of every subsequent Period of Five Years, it shall be lawful for either Party to refer to Arbitration in manner by this Act provided whether any such Alteration has taken place in the Cost of working, or in the Charges made to the Public at the Time, as would justify any Alteration in the minimum Amount *per* Mile to be paid to the Company as aforesaid, and if the Arbitrator, Arbitrators, or Umpire, as the Case may be, so think fit, it shall be lawful for him or them to make such Alteration therein as he or they shall think proper.

19. The *Caledonian* Railway Company may run over and use with their Engines, Trucks, and Carriages of every Description the *Castle Douglas and Dumfries* Railway for the Purpose of conveying *Caledonian* Traffic, and the *Caledonian* Railway Company shall be entitled to the Conveniences and Privileges, and be subject to the Regulations and Obligations, herein-after mentioned; (that is to say,)

(1.) The *Caledonian* Railway Company shall have the Power (subject to the Provisions of the Acts applicable thereto) to fix the Through Rate or Fare at which such Traffic shall be conveyed by them for the whole Distance for which it shall be so conveyed upon their own Railways and the *Castle Douglas and Dumfries* Railway; from the said Through Rate shall be deducted, in the first place, the Government Duties in respect of Passengers, and the usual Terminals payable in respect of such Traffic according to the Regulations of the Railway Clearing House in force for the Time being, which shall belong and be paid to the Companies respectively entitled thereto, and, in the second place, Twenty-five *per Centum* of the Amount remaining, after deducting the said Duties and Terminals as aforesaid, which Per-centage shall be retained by the *Caledonian* Railway Company on account of their Working Expenses in relation to such Traffic, and the

[Local.]

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Residue

Running  
Powers.

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Residue shall be apportioned between the Company and the *Caledonian* Railway Company by an equal Mileage Rate, according to the said Regulations, for the total Distance for which such Traffic shall be conveyed by the *Caledonian* Railway Company upon their own Railways and the *Castle Douglas and Dumfries* Railway: Provided always, that, after Deduction of the said Duties and Terminals as aforesaid, the Company shall in no Case receive a less Sum *per* Mile of the Distance for which such Traffic shall be conveyed over the *Castle Douglas and Dumfries* Railway than the following, *viz.*:

	Pence.	Decimal Parts of a Penny.
Passengers by Ordinary or Express Trains, First Class, each <i>per</i> Mile - - - -	1	·25
Passengers by Ordinary or Express Trains, Second Class, each <i>per</i> Mile - - - -	0	·91
Passengers by Ordinary or Express Trains, Third Class and Parliamentary, each <i>per</i> Mile -	0	·60
Passengers by Excursion Trains, First Class, for single Journey, each <i>per</i> Mile - -	0	·54
Passengers by Excursion Trains, in covered Carriages, single Journey, each <i>per</i> Mile -	0	·27
Passengers with Tourists Tickets, First Class, single Journey, each <i>per</i> Mile - -	1	·02
Passengers with Tourists Tickets, Second Class, single Journey, each <i>per</i> Mile - -	0	·73
Passengers with Tourists Tickets, Third Class, single Journey, each <i>per</i> Mile - -	0	·37
Parcels, each <i>per</i> Mile - - - -	0	·05
Fish, <i>per</i> Ton <i>per</i> Mile - - - -	1	·60
Horses, if only One, <i>per</i> Mile - - -	1	·93
Horses, if Two, <i>per</i> Mile - - - -	2	·89
Horses, if Three, <i>per</i> Mile - - - -	3	·85
Carriages, each, <i>per</i> Mile - - - -	2	·03
Dogs, each, <i>per</i> Mile - - - -	0	·19
Goods and Minerals, average Rate <i>per</i> Ton <i>per</i> Mile - - - -	0	·80
Live Stock, <i>per</i> Truck <i>per</i> Mile - - -	3	·00

Subject as aforesaid to Deduction of Twenty-five *per Centum* for Working Expenses: Provided also, that at the Expiration of Five Years from the Commencement of this Act, and at the Expiration of every subsequent Period of Five Years, it shall be lawful for either Party to refer to Arbitration in manner by this Act provided whether any such

Alteration

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Alteration has taken place in the Cost of working, or in the Charges made to the Public at the Time, as would justify any Alteration in the minimum Amount *per* Mile to be paid to the Company, and if the Arbitrator, Arbitrators, or Umpire, as the Case may be, so think fit, it shall be lawful for him or them to make such Alteration therein as he or they shall think proper :

- (2.) The Use over the *Castle Douglas and Dumfries* Railway of any Engines, Carriages, and Waggons from Time to Time employed upon the Railways of the *Caledonian* Railway Company, with their Servants properly accompanying their Trains :
- (3.) The Hours of Arrival and Departure of the Trains run by the *Caledonian* Railway Company shall, in case of Difference, be fixed by Arbitration :
- (4.) If the Company or the *Caledonian* Railway Company shall complain of any Infringement of the Enactments in this Section contained, or if any Difference shall arise between the said Companies as to the proper Construction of any of the said Enactments, or as to anything which ought or ought not to be done thereunder or in any way in consequence thereof, every such Complaint or Difference shall be settled by Arbitration as in this Act provided :
- (5.) The *Caledonian* Railway Company shall in the Use of the *Castle Douglas and Dumfries* Railway be subject to the Byelaws and Regulations for the Time in force of the Company.

20. Nothing in this Act contained shall authorize the *Caledonian* Railway Company to carry or interfere with any Traffic arising or terminating on the *Castle Douglas and Dumfries* Railway.

Local Traffic not to be interfered with.

21. If the Company grant to any other Company in respect of "*Caledonian* Traffic," or Traffic competitive therewith, a Rate or Fare on or beyond the *Castle Douglas and Dumfries* Railway which in Division gives to the Company a lower Minimum than is herein-before stated, or greater Facilities and Advantages than are herein-before granted or intended to be granted to the *Caledonian* Railway Company, they shall grant the same Rates, Fares, Facilities, and Advantages to the *Caledonian* Railway Company, and the minimum herein-before fixed shall not apply to such Rates or Fares.

*Caledonian* Company to be equally favoured as any other Company.

22. Proper Accounts shall be kept by the *Caledonian* Railway Company in respect to the Traffic, of which, under the Provisions of this Act, they shall have the Power of fixing the Rates over the

Accounts to be kept by Company fixing Rates.

*Castle*

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*Castle Douglas and Dumfries Railway*, and the Company shall have Access to such Accounts whenever they think fit; and in the event of any Difference arising between the *Caledonian Railway Company* and the Company as to the Manner in which such Accounts shall be kept, or otherwise in reference to such Accounts, such Difference shall be settled by Arbitration in the Manner herein-after provided.

Differences to be settled by Arbitration.

**23.** If any Difference shall arise between the *Caledonian Railway Company* and the Company as to the Construction, Meaning, or Intent of any of the Provisions herein contained in respect to the Running Powers and Facilities herein granted and provided, or in relation to any Matter arising out of, or consequent on, or incidental to any of such Provisions, or as to the Compliance with, or the carrying out of, the Spirit and Intention of such Provisions by either of the said Companies, such Difference is hereby referred to and shall from Time to Time be settled by Arbitration, and the Arbitrator, Arbitrators, or Umpire acting in any such Arbitration shall have Power to order such Arrangements and Remedies as they or he may think right for securing the due Fulfilment of the Provisions aforesaid, and to award and fix the Amount of Compensation or Damages to be paid by the one Party to the other in respect of any Breach of the said Provisions, or any of them, and in respect of any Neglect or Refusal of either Company to perform and carry out any Award or Order made by such Arbitrator, Arbitrators, or Umpire, or by any other Arbitrator, Arbitrators, or Umpire, under any previous Arbitration, as to any of the Matters aforesaid.

Heads of Agreement with Bridge of Weir Company confirmed.

**24.** The Heads of Agreement between the *Bridge of Weir Company* and the Company which are set forth in the Third Schedule to this Act annexed are by this Act confirmed and made binding on those Two Companies respectively, and in accordance with the Provisions of this Act may and shall have full Effect according to the true Intent thereof.

Undertaking of Bridge of Weir Company vested in the Company.

**25.** The Undertaking, Railway, Sidings, Stations, Works, Conveniences, Lands, Buildings, and Estates, Plant, Stock, Property, Effects, Claims, and Demands whatsoever of or to which the *Bridge of Weir Company* by virtue of the recited Act relating to them, or otherwise howsoever, now and at the Time of the Amalgamation are seised or possessed or in any way entitled, except Monies received or due on Revenue Account, are by this Act vested in the Company as Part of and amalgamated with their Undertaking, Railway, Property, and Effects, and the Amalgamation shall take place on and from the Day in that Behalf expressed in the Heads of Agreement set forth in the Third Schedule to this Act annexed.

**26.** Subject

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**26.** Subject to the Provisions of this Act, the *Bridge of Weir* Company shall, on the Amalgamation, be dissolved and cease to exist, and thenceforth the Company shall to all Intents represent the *Bridge of Weir* Company, as if the Company had originally been and had continued without Intermission to be the *Bridge of Weir* Company.

Bridge of Weir Company dissolved and the Company to represent them.

**27.** Notwithstanding the Dissolution of the *Bridge of Weir* Company, the several Persons who at the Time of the Amalgamation shall be Directors of that Company may take all necessary Proceedings for recovering any Monies due to that Company on Revenue Account, and shall divide amongst the several Persons who at the Time of the Amalgamation were Holders of Shares in the *Bridge of Weir* Company, rateably according to their respective Holdings, Rights, and Interests, any Monies which may be in the Hands of or due to that Company on Revenue Account, after discharging all Liabilities on that Account, and all Expenses incurred in winding up the Affairs of that Company.

Recovery and Division of Assets.

**28.** The Company may for the Purposes of the Amalgamation with the *Bridge of Weir* Company create additional Capital as follows; (that is to say,)

New Capital for Purposes of Bridge of Weir Amalgamation.

They may raise by the Creation and Issue of new Shares or Stock, either wholly or partly ordinary or wholly or partly preferential, the Sum of Seventeen thousand Pounds for the Redemption of the Shares in the Capital of the *Bridge of Weir* Company not held by the Company; and on Payment to each Holder of those Shares (other than the Company) of the Sum of Ten Pounds for every such Share all the Rights and Interests, Claims and Demands, of such Holder in or to the *Bridge of Weir* Railway in respect of such Share shall cease and determine:

They may raise by the Creation and Issue of new Shares or Stock, either wholly or partly ordinary or wholly or partly preferential, the Sum of Ten thousand five hundred Pounds towards the Liquidation of the Liabilities and Debts incurred by the *Bridge of Weir* Company beyond their authorized Capital:

They may exercise the borrowing Powers of the *Bridge of Weir* Company to the Extent of Eight thousand three hundred Pounds, being the Amount which that Company are authorized to borrow.

**29.** On the Amalgamation with the *Bridge of Weir* Company all the Shares in the Capital of that Company held by the Company shall be deemed to be cancelled.

Cancelling Shares held by Company in Bridge of Weir Capital.

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Heads of Agreement with Kirkcudbright Company confirmed.

**30.** The Heads of Agreement between the *Kirkcudbright* Company and the Company which are set forth in the Fourth Schedule to this Act annexed are by this Act confirmed and made binding on those Two Companies respectively, and in accordance with the Provisions of this Act may and shall have full Effect according to the true Intent thereof.

Undertaking of Kirkcudbright Company vested in the Company.

**31.** The Undertaking, Railway, Sidings, Stations, Works, Conveniences, Lands, Buildings, and Estates, Plant, Stock, Property, Effects, Claims, and Demands whatsoever of or to which the *Kirkcudbright* Company by virtue of the recited Act relating to them, or otherwise howsoever, now and at the Time of the Amalgamation are seised or possessed or in any way entitled, except Monies received or due on Revenue Account, are by this Act vested in the Company as Part of and amalgamated with their Undertaking, Railway, Property, and Effects, and the Amalgamation shall take place on and from the Day in that Behalf expressed in the Heads of Agreement set forth in the Fourth Schedule to this Act annexed.

Kirkcudbright Company dissolved, and the Company to represent them.

**32.** Subject to the Provisions of this Act, the *Kirkcudbright* Company shall, on the Amalgamation, be dissolved and cease to exist, and thenceforth the Company shall to all Intents represent the *Kirkcudbright* Company, as if the Company had originally been and had continued without Intermission to be the *Kirkcudbright* Company.

Recovery and Division of Assets.

**33.** Notwithstanding the Dissolution of the *Kirkcudbright* Company, the several Persons who at the Time of the Amalgamation shall be Directors of that Company may take all necessary Proceedings for recovering any Monies due to that Company on Revenue Account, and shall divide amongst the several Persons who at the Time of Amalgamation were Holders of Shares in the *Kirkcudbright* Company, rateably according to their respective Holdings, Rights, and Interests, any Monies which may be in the Hands of or due to that Company on Revenue Account, after discharging all Liabilities on that Account, and all Expenses incurred in winding up the Affairs of that Company.

New Capital for Purposes of Kirkcudbright Amalgamation.

**34.** The Company may for the Purposes of the Amalgamation with the *Kirkcudbright* Company create additional Capital as follows; (that is to say,)

They may raise by the Creation and Issue of new Shares or Stock, either wholly or partly ordinary or wholly or partly preferential, the Sum of Forty thousand Pounds for the Redemption of the Shares in the Capital of the *Kirkcudbright* Company not held  
by

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by the Company or by the *Castle Douglas* Company; and on Payment to each Holder of those Shares (other than the Company and the *Castle Douglas* Company) of the Sum of Ten Pounds for every such Share all the Rights and Interests, Claims and Demands, of such Holders in or to the *Kirkcudbright* Railway in respect of such Share shall cease and determine: Provided that in the event of the Amalgamation of the Undertaking, Railway, Property, and Effects of the *Castle Douglas* Company with the Undertaking, Railway, Property, and Effects of the Company not taking place, the Company may raise in like Manner the further Sum of Five thousand Pounds for the Redemption of the Shares in the Capital of the *Kirkcudbright* Company held by the *Castle Douglas* Company, and on Payment to the *Castle Douglas* Company of that Amount, all the Estate and Interest, Claims and Demands, of the *Castle Douglas* Company in or to the *Kirkcudbright* Railway in respect of those Shares shall cease and determine:

They may raise by the Creation and Issue of new Shares or Stock, either wholly or partly ordinary or wholly or partly preferential, the Sum of Ten thousand Pounds towards the Liquidation of the Liabilities and Debts incurred by the *Kirkcudbright* Company beyond their authorized Capital:

They may exercise the borrowing Powers of the *Kirkcudbright* Company to the Extent of Twenty thousand Pounds, being the Amount which that Company are authorized to borrow.

**35.** On the Amalgamation with the *Kirkcudbright* Company all the Shares in the Capital of that Company held by the Company and (if the Amalgamation with the *Castle Douglas* Company shall have then taken place) held by the *Castle Douglas* Company shall be deemed to be cancelled.

Cancelling  
Shares in  
Kirkcud-  
bright  
Capital.

**36.** Any preferential Shares or Stock which may be issued by the Company under the Authority of this Act shall be entitled to the preferential Dividend or Interest assigned thereto only out of the Profits of each Year ending on the Thirty-first Day of *January*.

Preferential  
Shares.

**37.** It shall not be lawful for the Company to issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid in respect thereof.

Shares not  
to issue until  
One Fifth  
paid up.

**38.** At all General Meetings of the Company every Holder of Shares or Stock created under this Act shall have the Rights of voting in

Scale of  
voting in  
respect of  
in

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new Shares  
or Stock.

in respect thereof on the Principle of having One Vote for every Sum of One hundred Pounds actually paid up in respect of the whole of such Shares or Stock for the Time being held by him up to One thousand Pounds, and he shall have an additional Vote for every Sum of Five hundred Pounds actually paid up on such Shares or Stock beyond the First One thousand Pounds up to Ten thousand Pounds, and an additional Vote for every Sum of One thousand Pounds actually paid up on such Shares or Stock beyond the First Ten thousand Pounds: Provided that no Person shall be entitled to vote in respect of any less Amount than One hundred Pounds paid up.

Power to  
raise Capital  
under any  
other Act  
of this  
Session and  
this Act by  
new Shares  
or Stock of  
one Class.

**39.** If by any other Act or Acts passed in the present Session of Parliament, whether before or after the passing of this Act, the Company are authorized to raise any Capital by new Shares or Stock, then, subject to the Provisions of the other Act or Acts and this Act respectively, the Company may, if they think fit, raise by the Creation and Issue of new Shares or Stock of one and the same Class all or any Part of the aggregate Capital which they are by the other Act or Acts and this Act respectively authorized to raise by the Creation and Issue of new Shares or Stock.

Former  
Mortgages  
to have  
Priority.

**40.** All Mortgages and Bonds granted by the Company before the passing of this Act, and which shall be in force at the Time of the passing of this Act, and all funded Debt of the Company existing at the Time of the passing of this Act, shall, as regards the Undertaking comprised in and assigned by such Mortgages and Bonds respectively, or to which such funded Debt shall attach, have Priority over all Mortgages granted by virtue of this Act.

Tolls partly  
on Com-  
pany's Rail-  
way and  
partly on  
any other  
Railway  
under Act.

**41.** Where under this Act any Passengers, Animals, or Things are conveyed by the Company partly on any Railway of the Company and partly on the *Maybole and Girvan* Railway, or the *Castle Douglas and Dumfries* Railway, or the *Bridge of Weir* Railway, or the *Kirkcudbright* Railway, for a Distance less in the whole than Four Miles, the Company may demand and take Tolls, Fares, Rates, and Charges not exceeding the maximum Tolls, Fares, Rates, and Charges as for Four Miles; and for each Mile or Fraction of a Mile beyond Four Miles as for One Mile in the Case of Passengers, and for each Fraction of a Mile beyond Four Miles as for the Number of Quarters of a Mile in that Fraction (for this Purpose a Fraction of a Quarter of a Mile being deemed a Quarter of a Mile) in the Case of Animals and Goods; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods conveyed partly on the Railway of the Company and partly on the *Maybole and Girvan* Railway, or the *Castle Douglas and Dumfries* Railway,



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Railway, or the *Bridge of Weir* Railway, or the *Kirkcudbright* Railway, than the respective Charge in that Behalf herein authorized.

42. Nothing in this Act contained shall in any way alter, prejudice, or affect any Rights, Powers, or Privileges to which the *London and North-western Railway Company* by the Sixteenth Section of "The *Portpatrick* Railway Act (No. 1), 1864," are or at any Time hereafter may be entitled.

Reserving Rights of London and North-western Railway Company under 27 & 28 Vict. c. cccxvii.

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

Interest not to be paid on Calls paid up.

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

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

45. Nothing herein contained shall be deemed or construed to exempt the Railways of the Company or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels, authorized by any Act relating to the Company.

Railways not exempt from Provisions of present and future General Acts.

46. All the Costs, Charges, and Expenses of and incident to the obtaining of this Act, and preparatory thereto, shall be paid by the Company.

Expenses of Act.

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SCHEDULES to which the foregoing Act refers.

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FIRST SCHEDULE.

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HEADS OF AGREEMENT between the Glasgow and South-western Railway Company of the First Part and the Maybole and Girvan Railway Company of the Second Part.

The Parties hereto hereby bind and oblige themselves, at the Expense of the First Party, to apply in the Session of Parliament of Eighteen hundred and sixty-five for an Act to vest or to provide for the vesting in the First Party, by Amalgamation, Purchase, or Lease, the Undertaking of the Second Party, and that on the Terms and Conditions following ; that is to say,

First. The First Party shall, on the First Day of August Eighteen hundred and sixty-five, pay to the Holders of ordinary Shares in the Undertaking of the Second Party the Sum of Three Pounds Ten Shillings for each Ten Pounds Share (fully paid up) which they shall respectively hold in the Undertaking of the said Second Party, and the Interest of the respective Holders of the said ordinary Shares in the said Undertaking shall then cease and determine.

Second. The First Party shall also, on the said First Day of August, issue to the Holders of Five Pounds per Centum Preference Shares of Five Pounds each in the Second Party's Undertaking such a corresponding Number of Shares or corresponding Amount of Stock of and in the Undertaking of the First Party as they shall respectively hold in the Undertaking of the Second Party, which Shares or Stock shall bear a preferential Dividend at the Rate of Four Pounds per Centum per Annum, and the Interest of the respective Holders of Preference Shares in the Undertaking of the Second Party shall then cease and determine.

Third. The said First Party shall also, on the said First Day of August, take over, assume, and become responsible for the Debenture Debts of the said Second Party, and for all their Capital Liabilities.

In witness whereof these Presents, written on stamped Paper by Walter Wingate, Clerk to Morrisons and Anderson, Writers, Glasgow, are executed by the Parties hereto as follows, videlicet, they are executed by the said First Party in manner following ; (that is to say,) they are sealed with their Common Seal, and countersigned by William John Wainwright, their Secretary, and are subscribed by James Lumsden and James Rodger, both Merchants in Glasgow, Two of the Directors of the said First Party, all at Glasgow, on the Twelfth Day of December in the Year One thousand eight hundred and sixty-four, before these Witnesses, Charles Campbell Lean and David Stewart, both Clerks in the Office at Glasgow of the said First Party ; and they are executed by the Second Party in manner following ; (that is to say,) they are sealed with their

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their Common Seal, and countersigned by Mathew Anderson, their Secretary' and are subscribed by Robert Kerr, of Chapeldonan, and Andrew Buchanan, of Auchentorlie, Two of the Directors of the said Second Party, all at Glasgow, on the Fifteenth Day of the same Month and Year, before these Witnesses, the said Walter Wingate and John Kay, also Clerk to the said Morrisons and Anderson.



JAMES LUMSDEN, Director.  
JAMES RODGER, Dir.  
W. J. WAINWRIGHT, Secretary.

CHAS. C. LEAN, Witness.  
DAVID STEWART, Witness.



ROBERT KERR, Director.  
ANDREW BUCHANAN, Director.  
M. ANDERSON, Secretary.

JOHN KAY, Witness.  
WALTER WINGATE, Witness.

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SECOND SCHEDULE.

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HEADS OF AGREEMENT between the Glasgow and South-western Railway Company of the First Part and the Castle Douglas and Dumfries Railway Company of the Second Part.

The Parties hereto bind and oblige themselves, at the Expense of the First Party, to apply in the Session of Parliament of Eighteen hundred and sixty-five for an Act to vest or to provide for the vesting in the First Party, by Amalgamation, Purchase, or Lease, the Undertaking of the Second Party, and that on the Terms and Conditions following ; (that is to say,)

First. The First Party shall, on the First Day of August Eighteen hundred and sixty-five, issue to the Holders of the ordinary Shares of Ten Pounds each in the Second Party's Undertaking such a corresponding Number of ordinary Shares (or a corresponding Amount of ordinary Stock) of and in the Undertaking of the said First Party as they shall respectively hold in the Undertaking of the said Second Party.

Second. The First Party shall also, on the said First Day of August, issue to the Holders of Five per Centum Preference Shares of Six Pounds each in the Second Party's Undertaking such a corresponding Number of Six Pounds Shares (or corresponding Amount of Stock) of and in the Undertaking of the First Party as they shall respectively hold in the Undertaking of the Second Party, which Shares or Stock shall bear a preferential Dividend at the Rate of Five per Centum per Annum, and the said Shares or Stock shall also be entitled to participate rateably with the ordinary Shares or Stock of the

First

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First Party in any surplus divisible Profits, after Payment of Dividend at the Rate of Five per Centum per Annum on the said ordinary Shares or Stock.

Third. The said First Party shall also, on the said First Day of August, take over and assume and become responsible for the Debenture Debt of the Second Party, and for all their Capital Liabilities.

In witness whereof these Presents, written on stamped Paper by John Dron, Clerk to Morrisons and Anderson, Writers, Glasgow, are executed by the Parties hereto as follows, vizt., they are executed by the said First Party in manner following; that is to say, they are sealed with their Common Seal, and countersigned by William John Wainwright, their Secretary, and are subscribed by James Lumsden and James Rodger, both Merchants in Glasgow, Two of the Directors of the said First Party, all at Glasgow, on the Twelfth Day of December in the Year Eighteen hundred and sixty-four, before these Witnesses, Charles Campbell Lean and David Stewart, both Clerks in the Office at Glasgow of the said First Party; and they are executed by the said Second Party in manner following; that is to say, they are sealed with their Common Seal, and countersigned by William Halliday Lidderdale, their Secretary, at Castle Douglas, on the Thirteenth Day of the same Month and Year, before these Witnesses, John Christie, Clerk in the Office at Castle Douglas of the said Second Party, and William Gillespie, Clerk to James Lidderdale, Writer in Castle Douglas.

L.S.  
Glasgow and  
South-western  
Railway  
Company.

JAMES LUMSDEN, Director.  
JAMES RODGER, Director.  
W. J. WAINWRIGHT, Secretary.

CHAS. C. LEAN, Witness.  
DAVID STEWART, Witness.

L.S.  
Castle Douglas  
and Dumfries  
Railway  
Company.

WM. H. LIDDERDALE, Secretary,  
Castle Douglas and Dumfries  
Railway Company.

JOHN CHRISTIE, Witness.  
WM. GILLESPIE, Witness.

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**THIRD SCHEDULE.**

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**HEADS OF AGREEMENT** between the Glasgow and South-western Railway Company of the First Part and the Bridge of Weir Railway Company of the Second Part.

The Parties hereto hereby bind and oblige themselves, at the Expense of the First Party, to apply in the Session of Parliament of Eighteen hundred and sixty-

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sixty-five for an Act to vest or to provide for the vesting in the First Party, by Amalgamation, Purchase, or Lease, the Undertaking of the Second Party, and that on the Terms and Conditions following; (that is to say,)

First. The First Party shall, on the First Day of August Eighteen hundred and sixty-five, pay to the Holders of ordinary Shares in the Undertaking of the Second Party the Sum of Ten Pounds for each Ten Pounds Share (fully paid up) which they shall respectively hold in the Undertaking of the said Second Party, and the Interest of the respective Holders of the said ordinary Shares in the said Undertaking of the Second Party shall then cease and determine.

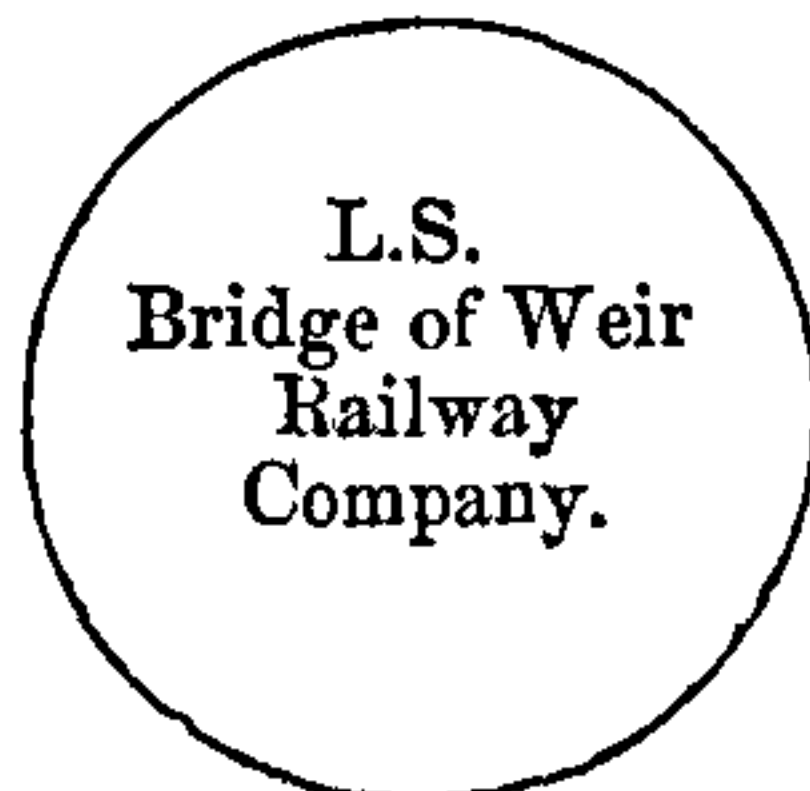
Second. The said First Party shall also on the said First Day of August take over and assume and become responsible for the Debenture Debts of the Second Party, and for all their Capital Liabilities.

In witness whereof these Presents, written upon stamped Paper by Walter Wingate, Clerk to Morrisons and Anderson, Writers in Glasgow, are executed by the Parties hereto as follows, vizt., they are sealed with the Common Seal of the said First Party, and countersigned by William John Wainwright, their Secretary, and are subscribed by James Lumsden and James Rodger, both Merchants in Glasgow, Two of the Directors of the said First Party, at Glasgow, upon the Twelfth Day of December in the Year Eighteen hundred and sixty-four, before these Witnesses, Charles Campbell Lean and David Stewart, both Clerks in the Office at Glasgow of the said First Party; and they are executed by the said Second Party in manner following; that is to say, they are sealed with their Common Seal, and countersigned by John Holmes, their Secretary, and are subscribed by William Edmund Hardie, of Locherfield, and William Stevenson, of Crosslie, Two of the Directors of the said Second Party, at Glasgow, upon the Fourteenth Day of the same Month and Year, before these Witnesses, the said John Holmes and Mathew Anderson, Writer in Glasgow.



JAMES LUMSDEN, Director.  
JAMES RODGER, Director.  
W. J. WAINWRIGHT, Secretary.

CHAS. C. LEAN, Witness.  
DAVID STEWART, Witness.



WILLIAM E. HARDIE, Director.  
W. STEVENSON, Director.  
JNO. HOLMES, Secretary.

JNO. HOLMES, Witness.  
M. ANDERSON, Witness.

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FOURTH SCHEDULE.

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HEADS OF AGREEMENT between the Glasgow and South-western Railway Company of the First Part and the Kirkcudbright Railway Company of the Second Part.

The Parties hereto bind and oblige themselves, at the Expense of the First Party, to apply in the Session of Parliament of Eighteen hundred and sixty-five for an Act to vest or to provide for the vesting in the First Party, by Amalgamation, Purchase, or Lease, the Undertaking of the Second Party, and that on the Terms and Conditions following; (that is to say,)

First. The First Party shall, on the First Day of August Eighteen hundred and sixty-five, pay to the Holders of ordinary Shares in the Undertaking of the Second Party the Sum of Ten Pounds for each Ten Pounds Share (fully paid up) which they shall respectively hold in the Undertaking of the said Second Party, and the Interest of the respective Holders of the said ordinary Shares in the said Undertaking of the said Second Party shall then cease and determine.

Second. The said First Party shall also, on the said First Day of August, take over and assume and become responsible for the Debenture Debts of the Second Party, and for all their Capital Liabilities.

In witness whereof these Presents, written on stamped Paper by John Dron, Clerk to Morrisons and Anderson, Writers in Glasgow, are executed by the Parties hereto as follows, vizt., they are executed by the First Party in manner following; that is to say, they are sealed with their Common Seal, and countersigned by William John Wainwright, their Secretary, and are subscribed by James Lumsden and James Rodger, both Merchants in Glasgow, Two of the Directors of the said First Party, all at Glasgow, on the Twelfth Day of December in the Year Eighteen hundred and sixty-four, before these Witnesses, Charles Campbell Lean and David Stewart, both Clerks in the Office at Glasgow of the said First Party; and they are executed by the said Second Party in manner following; that is to say, they are sealed with their Common Seal, and countersigned by William Hannay McLellan and David McLellan, their joint Secretaries, and are subscribed by Walter McCulloch, of Ardwall, and James Beaumont Neilson, of Queenshill, Two of the Directors of the said Second Party, all at Kirkcudbright, upon the Sixteenth Day of the same Month and Year, before these Witnesses, Thomas Morrison Barr, Civil Engineer in Kirkcudbright,

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cudbright, and Joseph Smith, Clerk to the said William Hannay McLellan and David McLellan.



JAMES LUMSDEN, Director.  
JAMES RODGER, Director.  
W. J. WAINWRIGHT, Secretary.

CHAS. C. LEAN, Witness.  
DAVID STEWART, Witness.



WALTER McCULLOCH, Director.  
JAS. B. NEILSON, Director.  
W. H. McLELLAN, } Joint  
DAVID McLELLAN, } Secretaries.

THOMAS M. BARR, Witness.  
JOSEPH SMITH, Witness.

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