



ANNO UNDECIMO & DUODECIMO

# VICTORIÆ REGINÆ.

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## Cap. cliv.

An Act to enable the *Dundee and Perth* Railway Company to take a Lease of the Undertaking of the *Dundee and Arbroath* Railway Company, and to amend the Acts relating to such Companies respectively. [31st August 1848.]

**W**HEREAS an Act was passed in the Session of Parliament held in the Eighth and Ninth Years of the Reign of Her present Majesty, intituled "The *Dundee and Perth* Railway Act, 1845," whereby a Company was incorporated for making a Railway from *Dundee* to *Perth* by the Name of "The *Dundee and Perth* Railway Company:" And whereas the said Act was amended by Two other Acts passed respectively in the Ninth and Tenth and Tenth and Eleventh Years of the Reign of Her said Majesty: And whereas another Act was passed in the Sixth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making and maintaining a Railway from the Royal Burgh of Dundee in the County of Forfar, to the Royal Burgh of Arbroath in the same County*, whereby a Company was incorporated by the Name of the *Dundee and Arbroath* Railway Company, with Power to make a Railway from *Dundee* to *Arbroath*: And whereas another Act was passed in the Fifth Year of the Reign of Her said present Majesty, intituled *An Act for enabling the Dundee and Arbroath Railway Company to raise a further Sum of Money, and to amend the Provisions of the Act relating to the said Railway*: And whereas another Act was passed in the Session of Parliament held in the said Ninth and Tenth Years of the Reign of Her said present Majesty, intituled "The *Dundee and Arbroath* Railway (Extension) Act, 1846," whereby the said *Dundee and Arbroath* Railway

8 & 9 Vict.  
c. 157.

6 & 7 W. 4.  
c. 32.

5 & 6 Vict.  
c. 83.

9 & 10 Vict.  
c. 133.

[Local.]

23 M

Railway

Power to  
lease Dundee  
and Arbroath  
Railway to  
Dundee and  
Perth Rail-  
way Com-  
pany.

Railway Company were authorized to make a Railway from their Line at *Broughty* to *Broughty-Ferry-Castle*, and another Railway from their said Line at *Geordie's Burn* to the *Arbroath and Forfar* Railway at *Almeriecross*: And whereas it will contribute to the economical working of the Railways authorized by the said Acts if the Railways of the said *Dundee and Arbroath* Railway Company were leased to the *Dundee and Perth* Railway Company: And whereas it is expedient that the said recited Acts relating respectively to the said Companies should be altered and amended; but the said several Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *Dundee and Arbroath* Railway Company, with the Authority of Three Fifths of the Votes of the Shareholders thereof who may be present either personally or by Proxy at some Extraordinary Meeting of the Company specially convened for the Purpose, to lease their said Undertaking, and also any other Undertaking they may be authorized to carry into effect by virtue of any Act of Parliament to be passed during the present Session of Parliament, either before or after the Completion thereof, to the said *Dundee and Perth* Railway Company, for such Consideration or annual Rent and for such Term as they shall think proper, or which shall have been or may be agreed upon; and the said *Dundee and Perth* Railway Company are hereby authorized, if they think proper, with the Approbation of Three Fifths of the Votes of the Shareholders thereof who may be present either personally or by Proxy at some Extraordinary Meeting of such last-mentioned Company specially convened for the Purpose, to enter into and accept such Lease; and every such Lease shall be valid and effectual, and shall entitle the said *Dundee and Perth* Railway Company, during the Term therein granted, to the full and free Use and Enjoyment of the Undertaking or Undertakings, and the Works connected therewith, included in such Lease; and during such Term all the Powers, Privileges, and Authorities granted to, and which are or might be lawfully held, used, exercised, and enjoyed by, the said *Dundee and Arbroath* Railway Company, or the Directors thereof, or their Officers, Agents, or Servants, shall in like Manner, and to the same Extent in all respects, apply to, and be held, used, exercised, and enjoyed by, the said *Dundee and Perth* Railway Company, and the Directors thereof, their Officers, Agents, and Servants, under the same Regulations and Restrictions as are or may be granted to or imposed upon the said *Dundee and Arbroath* Railway Company; and it shall be lawful for the said Companies to make and enter into any such Contract or Agreement for effecting the Purposes aforesaid, and for constructing, working, using, and enjoying the said Undertaking or Undertakings and Works, and for the Maintenance and Repair and Enjoyment of the same, as they the said Companies may deem advisable; and every such Contract may contain such Covenants, Clauses, Provisoes, and Conditions as the said Companies may mutually agree upon; and all Contracts and Agreements which have been entered into between the said *Dundee and Arbroath* Railway Company and the said *Dundee and Perth* Railway Company in regard

regard to the Lease of the *Dundee and Arbroath* Railway are hereby ratified and confirmed.

II. And be it enacted, That in citing this Act in any other Acts of Parliament, and in legal Instruments or Proceedings and Parliamentary Notices, it shall be sufficient to use the Expression "The *Dundee and Arbroath* Railway Lease Act, 1848." Short Title.

III. And be it enacted, That the Directors of the said *Dundee and Arbroath* Railway Company shall be entitled, at their First Meeting which shall be held next after the said Undertaking shall have been leased to the said *Dundee and Perth* Railway Company, and at their First Meeting in the Month of *August* in each Year thereafter, to nominate from amongst the Shareholders in such Company, whether or not being Shareholders in the said *Dundee and Perth* Railway Company, any Number of Persons not exceeding Three, and from Time to Time to remove any such Persons and to appoint others in their Stead, who may die or resign their Office or Appointment, or be removed or become incapable of acting or disqualified by ceasing to be a Shareholder of the said *Dundee and Arbroath* Railway Company; and such Persons shall be Directors of the said *Dundee and Perth* Railway Company for and during the Year or Portion of a Year in respect of which they are nominated or appointed, and shall be in addition to the Number of Directors appointed or elected, or who may be appointed or elected, in virtue of the Provisions of the said *Dundee and Perth* Railway Act, 1845; and such Persons shall, in the Exercise of the Powers hereby conferred on them, have the same Powers and be subject to the same Provisions and Regulations, except as to their Nomination and Appointment, as the other Directors of the said *Dundee and Perth* Railway Company: Provided always, that in case the Directors of the said *Dundee and Arbroath* Railway Company shall, at any Meeting at which they are authorized to nominate and appoint any such Persons as aforesaid, omit to nominate a Person or Persons to be a Director or Directors in the Place of any Director or Directors theretofore nominated by them, and whose Place the Directors of such Company shall be entitled to fill by a fresh Nomination as aforesaid, the Director or Directors whose Place shall be so omitted to be filled by a fresh Nomination shall remain in Office as if he or they had been duly nominated to Office at such Meeting. Directors to be appointed by the Dundee and Arbroath Railway Company.

IV. And be it enacted, That any Nomination or Removal of such Director or Directors as aforesaid, authenticated by the Common Seal of the said *Dundee and Arbroath* Railway Company, or by the Signature of the Chairman for the Time being of the Directors of such Company, shall, after the Deposit of such Nomination or Removal, so authenticated, with the Secretary of the said *Dundee and Perth* Railway Company, be and be considered a conclusive Proof of such Nomination or Removal: Provided always, that if at any Time or Times there shall happen to be a Failure, either total or partial, in the Number of Directors which the said *Dundee and Arbroath* Railway Company shall be entitled to nominate as aforesaid, the remaining other Directors, whether elected or appointed under the Provisions of the said *Dundee and Perth* Railway Act, 1845, or of this Act, shall, until such Failure be remedied, be competent to act as if no such Failure had happened. Evidence of Appointment or Removal of such Directors.

V. And

Powers of such Directors.

V. And be it enacted, That the Directors so to be nominated or appointed by the said *Dundee and Arbroath* Railway Company shall only be entitled to act and to vote in Matters directly affecting the Interests of such last-mentioned Company, or the Undertaking hereby leased, and which may arise in carrying into effect the Objects and Purposes of this Act.

Providing for the forwarding of the Traffic on the Edinburgh and Northern Railway.

VI. And be it enacted, That for Passenger Traffic between the Landing Place at *Broughty* and *Arbroath* the *Dundee and Arbroath* Railway Company shall, at Hours from Time to Time to be fixed by the *Edinburgh and Northern* Railway Company, be bound to run Two of their Trains daily each Way in connexion with the running of the Trains of the *Edinburgh and Northern* Railway, at the average Rate of Speed of the Passenger Trains on the Line, and with First, Second, and Third Class Carriages, suited to the Traffic, and stopping at Stations for which Passengers may have been booked on the *Edinburgh and Northern* Railway: Provided nevertheless, that in fixing the Hours of Departure of the said Two Trains from *Broughty* and *Arbroath* respectively there shall be an Interval of not less than One Hour between the Time so fixed and that fixed by the said *Dundee and Arbroath* Railway Company for the Mail and Express Trains; and for Passenger Traffic between the Landing Place at *Broughty* and *Dundee* each Way the said Company shall, if required by the *Edinburgh and Northern* Railway Company, be bound to run Extra Trains in connexion with the Arrival and Departure of all or any of the Trains of the said last-mentioned Company; and if any Loss shall arise to the said *Dundee and Arbroath* Railway Company in the running of the last-mentioned Trains, the *Edinburgh and Northern* Railway Company shall be bound to pay the Amount of such Loss, the same being calculated upon the Receipts for Traffic and Expenditure on such Trains every Month; and in case any Difference shall arise as to the Ascertainment of such Loss the same shall be determined by an Arbitrator to be appointed by the Sheriff of *Perthshire*; and for Goods Traffic coming to or going from the *Edinburgh and Northern* Railway the same shall be forwarded each Way on the *Dundee and Arbroath* Railway by the first Goods Train after they shall have been delivered over to the said last-mentioned Company, and if the said Company cannot convey such Goods by their first Train they shall be bound to forward them by a special Train, without extra Charge; and in no Case shall the Goods destined for or going from the *Edinburgh and Northern* Railway be delayed more than Six Hours after their Delivery into the Hands of the said Company, and in the case of Live Stock more than Two Hours: Provided always, that this Obligation shall only continue binding on the said Company so long as the *Edinburgh and Northern* Railway Company shall extend similar Rights, Privileges, and Conveniences to the said Company over the *Edinburgh and Northern* Railway, and Ferries across the Estuaries of *Tay* and *Forth*, both in regard to Trains of Goods and Passengers.

Trains to wait a certain Time for Arrival of Edinburgh and Northern Trains.

VII. And be it enacted, That the other Trains upon the *Dundee and Arbroath* Railway to which the Trains upon the *Edinburgh and Northern* Railway may be made to correspond shall be bound to await the Arrival of the Trains of the *Edinburgh and Northern* Railway Company at *Broughty-Ferry* Station for a Period of Five Minutes

Minutes after the appointed Time for the Departure of such Trains on the *Dundee and Arbroath* Railway: Provided always, that this Obligation shall only be in force upon the *Dundee and Arbroath* Railway Company so long as the Trains on the *Edinburgh and Northern* Railway to which the said Company's Trains may be made to correspond shall await the Arrival of the Trains of the said Company at *Broughty Ferry* for a like Period of Five Minutes after the appointed Time for the Departure of such Trains on the *Edinburgh and Northern* Railway.

VIII. And be it enacted, That the said Company shall not be entitled to charge higher Rates or Tolls in respect of Passengers and Goods coming from or going to the *Edinburgh and Northern* Railway than shall be charged by them for the same Description of Traffic for similar Distances upon the said *Dundee and Arbroath* Railway: Provided always, that this Obligation shall only continue binding on the said Company so long as the *Edinburgh and Northern* Railway Company shall extend similar Rights and Privileges to the said Company in regard to Tolls and Rates in respect of Passengers and Goods coming from or going to the *Dundee and Arbroath* Railway.

Company not to charge higher Rates for Edinburgh and Northern Railway Traffic than are charged on their own Lines.

IX. And be it enacted, That the said Company shall be bound to furnish locomotive Power for the Transit of Coal and Lime brought by the *Edinburgh and Northern* Railway Company, and the Charge for locomotive Power and Tolls shall not exceed One Penny Halfpenny *per Ton per Mile*: Provided always, that this Obligation shall only continue in force so long as Rates not exceeding the foregoing shall be charged on similar Distances upon the *Edinburgh and Northern* Railway.

Rates of Charge for Coal and Lime Traffic from Edinburgh and Northern Railway.

X. And be it enacted, That the said Company shall be bound to allow to the *Edinburgh and Northern* Railway Company the ordinary Clearing-house Charges for the Use of all Trucks or Waggon (except for Coal and Lime) furnished by the last-mentioned Company for the Conveyance of Goods on the *Dundee and Arbroath* Railway: Provided always, that in case the said *Dundee and Arbroath* Railway Company shall provide Trucks and Waggon for Traffic on the *Edinburgh and Northern* Railway, Clearing-house Charges shall in like Manner be allowed to the said Company by the *Edinburgh and Northern* Railway Company for the Use of the same.

Regulating Charges for Trucks.

XI. And be it enacted, That the said Company shall, without Charge for Trouble, book Passengers at all their Stations for the several Stations of the *Edinburgh and Northern* Railway Company, provided that the last-mentioned Company shall in like Manner, and without Charge for Trouble, book Passengers for the several Stations of the *Dundee and Arbroath* Railway; and the Companies shall respectively book and receive at the several Stations on the *Dundee and Arbroath* and *Edinburgh and Northern* Railways all Goods and Minerals coming from or going to the respective Railways.

Traffic to be booked, and without Charge for Trouble.

XII. And be it enacted, That in case the *Edinburgh and Northern* Railway Company shall obtain and provide Station Ground for the Accommodation of their Traffic at *Dundee, Broughty, and Arbroath*, or any of them, the *Dundee and Arbroath* Railway Company shall, so far

Edinburgh and Northern Railway Company may form Sidings, &c.

[Local.]

far as they have Authority so to do, and at the Expense of the *Edinburgh and Northern* Railway Company, lay and form, or permit to be laid and formed, but always at the Sight and to the Satisfaction of the Engineer of the said *Dundee and Arbroath* Railway Company, and for the Use of the *Edinburgh and Northern* Railway Traffic, all proper Sidings and Accesses to such Stations, and in Places where the Communication can be made with Safety to the Public, and without Injury to the Railway, and without Inconvenience to the Traffic thereon; and the said *Edinburgh and Northern* Railway Company shall at all Times be entitled to use the same, subject to the Regulations of the said *Dundee and Arbroath* Railway Company: Provided always, that in case the said last-mentioned Company shall procure Station Ground for the Accommodation of their Traffic at *Edinburgh, Granton, Burntisland, and Ferry-Port-on-Craig*, or any of them, the *Edinburgh and Northern* Railway Company shall, subject always to the like Conditions and Restrictions, form or permit to be laid and formed, for the Use of the said *Dundee and Arbroath* Railway Company, similar proper Sidings and Accesses to such Stations.

Arrange-  
ments with  
the Edin-  
burgh and  
Northern  
Railway  
Company to  
come into  
force after  
Lease com-  
pleted, and  
Disputes to  
be referred  
to Sheriff.

XIII. And be it enacted, That the Enactments herein-before contained with reference to the mutual Obligations between the *Dundee and Arbroath* and *Edinburgh and Northern* Railway Companies shall not come into force until after the Lease of the *Dundee and Arbroath* Railway to the *Dundee and Perth* Railway Company shall have been completed under the Provisions of this Act; and in case any Dispute or Difference shall at any Time arise between the said contracting Companies as to the true Intent and Meaning of the said Enactments, the same shall be referred to the Decision of an Arbitrator, to be named on Application by either Company, upon Six Days Notice to the other Company, to the Sheriff of the County of *Perth*, and the Award to be pronounced by the Arbitrator to be so named shall be final and binding on both Companies, and not subject to Review.

Name of  
Company  
changed.

XIV. And be it enacted, That from and after the last Day of the present Session of Parliament the Company by the said first-recited Act incorporated shall no longer be called by the Name of the *Dundee and Perth* Railway Company, but the said Company shall be called and known, and continue to be incorporated and have Continuance, by the Name of "The *Dundee and Perth and Aberdeen* Railway Junction Company," and by that Name shall and may keep and have perpetual Succession and a Common Seal, and sue and be sued, and have, hold, retain, use, and exercise all such and the same Lands, Houses, and other Heritages, Tolls, Sums of Money, Credits, Debts, Duties, Penalties, Contracts, Goods, and Chattels, Powers, Authorities, Rights, Privileges, Liberties, Profits, and Advantages, which at the Period aforesaid or at any Time thereafter are or have or shall be, or by any Act passed in the present Session of Parliament may be purchased by, or contracted with, or granted to, or be vested in, or did or may belong or be due to, the said *Dundee and Perth* Railway Company, or which they the said *Dundee and Perth* Railway Company did or may possess or become entitled to; and the *Dundee and Perth* Railway, together with the several other Railways and Undertakings which under the Provisions of any Act of the present or any former Session of Parliament are or shall be vested in, or become

become the Property of the said *Dundee and Perth* Railway Company, shall from thenceforth be called "The *Dundee and Perth and Aberdeen* Railway Junction."

XV. Provided always, and be it enacted, That no Action, Suit, Process, Summons, or Indictment, or any other Proceeding, whether civil or criminal, which before the coming into operation of this Act shall have been commenced and be then pending, whether at the Suit or Instance of the *Dundee and Perth* Railway Company against any other Corporation or against any Person, or at the Suit or Instance of any other Corporation or of any Person against the *Dundee and Perth* Railway Company, shall abate, determine, or be otherwise impeached or affected for or by reason of the aforesaid Change of the Name of the said *Dundee and Perth* Railway Company; nor shall any Notice, Tender, Requisition, Warrant, Summons, Pleading, Submission, civil or criminal, or other Process, Decret, Record, Deed, Contract, Agreement, Writing, Instrument, Document, or Matter that shall have been or shall be made, granted, issued, written, or commenced, be deemed to be vacated, discharged, invalidated, prejudiced, or affected by reason of the Company being therein called by the Name of "The *Dundee and Perth* Railway Company," or by reason of such several Railways and Undertakings of the Company being therein called "The *Dundee and Perth* Railway," or by any other Name by which any such several Railways or Undertakings of the Company, or any of them, may be called in any Act of the present or any former Session of Parliament; and it shall not be necessary in any Action, Suit, Process, Summons, Submission, Indictment, Information, Notice, Tender, Requisition, Warrant, or Pleading, civil or criminal, or other Process, Decret, or in any Record, Deed, Contract, Agreement, Writing, or other Instrument, Document, or Matter, to aver that the Company had been called or known from the Time of the passing of the said first-recited Act, until the Time of the coming into operation of this Act, by the Name of "The *Dundee and Perth* Railway Company," or that such several Railways and Undertakings of the Company had been called or known within that Period by the Name of "The *Dundee and Perth* Railway," or by such other Names as aforesaid, and that by this Act the Name of the said Company and such respective Railways and Undertakings were changed as aforesaid, and that after the coming into operation of this Act the Company hath been called and known by the Name of "The *Dundee and Perth and Aberdeen* Railway Junction Company," and such several Railways and Undertakings by the Name of "The *Dundee and Perth and Aberdeen* Railway Junction," but it shall be deemed true, lawful, and sufficient therein to aver or set forth the Style, and describe the Company by the Name of "The *Dundee and Perth and Aberdeen* Railway Junction Company," and such several Railways and Undertakings by the Name of "The *Dundee and Perth and Aberdeen* Railway Junction," in the same Manner as if the said Company in and by the first-recited Act had been originally incorporated, called, or known by the Name of "The *Dundee and Perth and Aberdeen* Railway Junction Company," and as if such several Railways and Undertakings had been originally called or known by the Name of "The *Dundee and Perth and Aberdeen* Railway Junction."

Evidence of  
the Name of  
the Com-  
pany.

XVI. And

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

XVI. And be it enacted, That it shall not be lawful for the Company, out of any Money by any Acts relating to the Company authorized to be raised for the Purposes of such Acts, 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 of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Railway  
Company to  
be subject  
to the Pro-  
visions of  
1 & 2 Vic.  
c. 98.,  
3 & 4 Vict.  
c. 97.,  
5 & 6 Vict.  
c. 55.  
7 & 8 Vict.  
c. 85., and  
9 & 10 Vict.  
cc. 57. & 105.

XVII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and Two other Acts were passed in the Ninth and Tenth Years of the Reign of Her said Majesty, the one intituled *An Act for regulating the Gauge of Railways*, and the other intituled *An Act for constituting Commissioners of Railways*: Be it enacted, That nothing in this Act contained shall be held to exempt the said *Dundee and Perth* Railway or the said *Dundee and Arbroath* Railway Companies from the Provisions of the said several above-mentioned Acts respectively, but that such Provisions shall be in force in respect to the said Railways and Companies so far as the same shall be applicable thereto.

Railways not  
exempt from  
Provisions  
of future  
general Acts.

XVIII. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be leased from the Provisions of any general Act relating to such Act, or of any general Act relating to Railways, now in force or which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by the said Acts relating to the said *Dundee and Arbroath* Railway Company.

Expenses of  
Act.

XIX. And be it enacted, That all the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the *Dundee and Perth* Railway Company out of the first Money that shall come to their Hands, and in preference to any other Payment whatsoever.

Public Act.

XX. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.