



ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

Cap. clv.

An Act for making a Railway from *Paisley* to *Barrhead*, with certain Branch Railways therewith connected, to be called “*The Paisley, Barrhead, and Hurlet Railway.*”

[31st August 1848.]

WHEREAS the making of the following Railways would be of great public Advantage, by opening an additional, certain, and expeditious Means of Communication between the Places thereby connected, and also by facilitating Communication between more distant Towns and Places; (that is to say,) a Railway from the joint Line of Railway between *Glasgow* and *Paisley*, at *Paisley*, to near *Blackbyres*, with a Continuation or Branch Railway to the *Glasgow, Barrhead, and Neilston Direct Railway* near *Town Head*, and with certain Branch Railways leading respectively to the *Paisley and Renfrew Railway*, and the said *Glasgow, Barrhead, and Neilston Direct Railway*, and to the several Mineral Fields and Works in the District, all in the County of *Renfrew*, and as herein-after more fully described: And whereas the Persons herein-after named are willing, at their own Expense, to carry such Undertaking into execution: And whereas the said Railways might be beneficially worked

[*Local.*]

23 O

in

Provisions of
8 & 9 Vict.
cc. 17. 19. &
33. incorpo-
rated with
this Act.

in connexion with the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway, and the Company to whom the last-mentioned Railway belongs are willing to take in lease and work the same if authorized by Parliament so to do, and the several Persons herein-before referred to are willing to lease the Railways to such Company; but the several Purposes aforesaid cannot be effected without the Aid and 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, in so far as not otherwise provided for by this Act, the several Acts of Parliament following, (that is to say,) the Companies Clauses Consolidation (*Scotland*) Act, 1845, the Lands Clauses Consolidation (*Scotland*) Act, 1845, and the Railways Clauses Consolidation (*Scotland*) Act, 1845, shall be incorporated with and form Part of this Act, and shall receive full Force and Effect accordingly in the Execution of the same, save as to any Provisions thereof respectively which may be modified by or be inconsistent with the Provisions of this Act.

Short Title.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments, it shall be sufficient to use the Expression "*The Paisley, Barrhead, and Hurllet Railway Act, 1848.*"

Subscribers
incorporated.

III. And be it enacted, That *John Wilson, John Fyfe, Alexander Cochran, George Stirling, David Murray, William Brooks, John Tennant, George Wilson, Andrew Donaldson Campbell, Thomas Risk, Andrew Crawford, and George Coats*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway and Branch Railways herein-after mentioned and described, with all proper Works and Conveniences belonging thereto, according to the Provisions of the said Acts herewith incorporated and of this Act, and for other the Purposes herein and in the said Acts contained, and for the Purposes aforesaid such Company shall be incorporated by the Name of "*The Paisley, Barrhead, and Hurllet Railway Company,*" and by that Name shall be a Body Corporate, with perpetual Succession, and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, subject to the Restrictions herein and in the said Acts contained.

Capital.

IV. And be it enacted, That the Capital of the Company shall be Two hundred and thirty thousand Pounds, which Sum shall be applicable only to the Objects and Purposes by this Act authorized.

Number and
Amount of
Shares.

V. And be it enacted, That the Number of Shares into which the Capital shall be divided shall be Nine thousand two hundred, and the Amount of each Share shall be Twenty-five Pounds.

Calls.

VI. And be it enacted, That Five Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the
the

the Shareholders, and Four Fifths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share, and Two Months at the least shall be the Interval between successive Calls.

VII. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sum not exceeding in the whole the Sum of Seventy-six thousand six hundred and sixty-six Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Two hundred and thirty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up: Provided always, that the Sum so to be borrowed shall be applicable only to the Objects and Purposes by this Act authorized.

Power to borrow Money on Mortgage.

VIII. And be it enacted, That it shall not be lawful for the Company or for the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, to which latter Company Power to raise Money is hereinafter granted, out of any Money by this Act or any other Act relating to the said Companies respectively authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest to any Shareholder on the Amount of the Calls made in respect of the Shares 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 said Companies respectively from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in the Companies Clauses Consolidation (*Scotland*) Act, 1845, in that Behalf contained.

Interest not to be paid on Calls paid up.

IX. And be it enacted, That it shall not be lawful for the Company, or for the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, out of any Money by this Act or any other Act relating to the said Companies respectively 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 of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Companies respectively to construct any other Railway or execute any other Work or Undertaking.

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

X. And be it enacted, That the first Ordinary Meeting of the Company shall be held within Two Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly in the Months of *February* or *March*, and *August* or *September*; and all Meetings, whether ordinary or extraordinary, shall be held in *Paisley*.

First and other Meetings.

XI. And be it enacted, That the Quorum for every General Meeting of the Company shall be Twelve Shareholders, holding in the aggregate not less than Twelve thousand Pounds in the Capital of the Company.

Quorum of General Meeting.

XII. And

Number and
Qualification
of Directors.

XII. And be it enacted, That the Number of Directors shall be Twelve, and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Undertaking.

Power to vary
the Number
of Directors.

XIII. And be it enacted, That it shall be lawful for the Company to increase or reduce the Number of Directors, provided that the increased Number do not exceed Fifteen, and that the reduced Number be not less than Seven.

First Direc-
tors.

XIV. And be it enacted, That *John Wilson, John Tennant, John Fyfe, Alexander Cochran, George Stirling, David Murray, William Brooks, George Wilson, George Coats, Andrew Donaldson Campbell, Thomas Risk, and Andrew Crawford* shall be the first Directors of the Company.

Directors to
continue in
Office until
firstordi-
nary Meeting.

XV. And be it enacted, That the Directors hereby appointed shall continue in Office until the first Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

Future Di-
rectors.

XVI. And be it enacted, That at the first Ordinary Meeting to be held in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected, the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in the said Companies Clauses Consolidation (*Scotland*) Act contained, and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead, in manner provided by the said Companies Clauses Consolidation (*Scotland*) Act.

Quorum.

XVII. And be it enacted, That the Quorum of a Meeting of Directors shall be Three.

Committee
of Directors.

XVIII. And be it enacted, That the Number of Directors of which Committees appointed by the Directors shall consist shall not be less than Three nor more than Five, and the Quorum of such Committees shall be the major Number of those appointed.

Period for
balancing of
Books and for
Inspection.

XIX. And be it enacted, That the Period to which the Books of Accounts of the Company shall be brought to a Balance shall be the Thirty-first Day of *January* and the Thirty-first Day of *July* in each Year, and the Periods at which the Shareholders and Loan Creditors of the Company shall be entitled to the Inspection of such Books shall be Ten Days before and Ten Days after each of the Ordinary Meetings of the Company.

Newspapers
for Insertion

XX. And be it enacted, That the Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall

shall be the Newspapers published in *Paisley* and *Glasgow*, or One or more of them. of Advertisements.

XXI. And whereas Plans and Sections of the said Railway and Branch Railways and Works showing the Lines and Levels thereof, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers of the Lands through which the same are intended to pass, have been deposited with the Sheriff Clerk of the County of *Renfrew* at *Paisley*: Be it enacted, That, subject to the Provisions in this and the said recited Acts contained, it shall be lawful for the Company to make and maintain the said Railway and Branch Railways and Works in the Line and upon the Lands delineated on the said Plans, and described in the said Books of Reference, and to enter upon, take, and use such of the said Lands as shall be necessary for that Purpose. Power to make Railways, &c. according to deposited Plans.

XXII. And be it enacted, That the Lines of Railway to be made and maintained under the Authority of this Act shall be the following; (that is to say,) Lines of Railway and Branch Railways.

First. A Railway commencing by a Junction with the joint Line of Railway between *Glasgow* and *Paisley* at or near to where the same crosses the River *Cart* at *Paisley*, and terminating at or near to a Point Four hundred Yards or thereby North of the Farm-steading of *Blackbyres* in the *Abbey* Parish of *Paisley*, with a Continuation or Branch Railway therefrom terminating by a Junction with the *Glasgow, Barrhead, and Neilston* Direct Railway at a Point at or near to the Farm-steading of *Townhead* in the *Abbey* Parish of *Paisley*:

Second. A Branch Railway diverging from and out of the said intended Railway in, at, or near to the Glebe Lands of the first Minister of the *Abbey* Parish of *Paisley*, and terminating by a Junction with the *Paisley and Renfrew* Railway at or near to the Farm-steading of *Laigh Parks* in the *Abbey* Parish of *Paisley*:

Third. A Branch Railway diverging from and out of the said intended Railway first above described at or near to a Point Eight hundred Yards or thereby South-east of *Dykebar* in the *Abbey* Parish of *Paisley*, and terminating in the same Parish at or near to the *Haugh* Engine Coal Pit, on the Estate of *Polloc*:

Fourth. A Branch Railway diverging from and out of the intended Branch Railway last above described at or near to a Point Five hundred Yards or thereby South-west of *West Hurlet House* in the *Abbey* Parish of *Paisley*, and terminating by a Junction with the *Glasgow, Barrhead, and Neilston* Direct Railway at or near to the Village of *New Nitshill*:

Fifth. A Branch Railway diverging from and out of the intended Branch Railway thirdly above described at or near to *Hurlet House* in the *Abbey* Parish of *Paisley*, and terminating at or near to the *Nitshill* Alum and Copperas Works on the North Side of the *Glasgow, Barrhead, and Neilston* Direct Railway:

Sixth. A Branch Railway diverging from and out of the intended Branch Railway thirdly above described at or near to the said

[Local.]

23 P

Haugh

Haugh Engine Coal Pit, and terminating at or near to the Farmstead of *Househill Wood*, on the Estate of *Househill* :

Seventh. A Branch Railway diverging from and out of the intended Branch Railway fifthly above described at or near to the *Free Trader* Coal Pit on the Estate of *Househill* in the *Abbey* Parish of *Paisley*, and terminating in the same Parish at or near to the *Victoria* Coal Pit on the Estate of *Househill* :

Eighth. A Branch Railway diverging from and out of the intended Branch Railway fifthly above described at a Point at or near to the Village of *Old Nitshill* in the *Abbey* Parish of *Paisley*, and terminating by a Junction with the *Glasgow, Barrhead, and Neilston* Direct Railway at a Point at or near to the Farmstead of *Slates* in the Parish of *Eastwood* :

Which said Railway and Branch Railways, and Works respectively, will pass from, through, or into the several Parishes following, or some of them; (that is to say,) *Paisley, Abbey of Paisley, Laigh Church of Paisley, Neilston, and Eastwood* respectively, all in the County of *Renfrew*.

A certain Road may be passed on the Surface.

XXIII. And be it enacted, That it shall be lawful for the Company to carry the Branch Railway across the Surface of the Road in the *Abbey* Parish of *Paisley* numbered 581 on the Plans deposited as aforesaid.

Company to erect Station or Lodge at level Crossing, and abide by Rules, &c. of Commissioners of Railways.

XXIV. And be it enacted, That in the event of the Company using the Railway at the crossing of the said Road on the Surface with Locomotive Engines the Company shall, for the Security of the Public, erect and maintain either a Station or Lodge at the Place where the Railway shall cross the said Road, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Road, or with regard to the Speed at which Trains shall pass the same, as may from Time to Time be made by the Commissioners of Railways; and if the Company shall fail to erect, or at all Times to maintain, such Station or Lodge, or appoint a proper Person to watch or superintend the crossing at such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable in a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Certain Railways may be crossed, joined, or shut up.

XXV. And be it enacted, That it shall be lawful for the Company to cross on the Level, join, or shut up respectively the various Railways and private Railways shown on the said Plans and Sections deposited as aforesaid, as so intended to be crossed on the Level, joined, or shut up.

As to Junctions with and Crossings of Glasgow, Barrhead, and Neilston Direct Rail-

XXVI. And whereas the Railways by this Act authorized to be made are proposed to join and to cross under the *Glasgow, Barrhead, and Neilston* Direct Railway, and the joint Line of Railway between *Glasgow* and *Paisley* belonging to the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company and the *Glasgow, Paisley, and Greenock* Railway Company: Be it therefore enacted, That such Junctions with
and

and Crossings under the said Railways shall be made and completed at the Sight and to the Satisfaction of the Engineer or Engineers for the Time being of the said *Glasgow, Barrhead, and Neilston* Direct Railway, and of the said joint Line respectively, and according to Plans to be approved of by such Engineer or Engineers previously to the Commencement of the Works connected with such Junctions and Crossings; and in the event of any Difference of Opinion between the Engineer or Engineers of such Companies and of the Company hereby incorporated, the same shall be determined by an Engineer to be named by the Commissioners of Railways.

XXVII. And be it enacted, That nothing herein contained shall be held to authorize the said Company hereby incorporated to enter upon, purchase, take, or use any Lands belonging jointly to the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, and to the said *Glasgow, Paisley, and Greenock* Railway Company, or any Lands belonging to the *Glasgow, Barrhead, and Neilston* Direct Railway Company, or to alter or vary the Line or Levels of the said Railways, or any of them, or to interfere with the said Railways or Stations thereof in any Manner, except for the Purpose of making and maintaining the Junctions and Crossings before mentioned, in the Manner before provided; and it shall not be lawful for the Company hereby incorporated to interrupt or interfere with the Traffic passing on the said Railways; and the Company hereby incorporated shall bear all the Expenses for making, maintaining, watching, and working the said Junctions, and of making and maintaining the said Crossings, and of the necessary Works for preventing at either Point Danger, Inconvenience, or Interruption to the Traffic on the said joint Line, and on the *Glasgow, Barrhead, and Neilston* Direct Railway, and shall also, at their own sole Costs and Charges, construct and for ever after maintain such and so many Switches, Turntables, Sidings, and other Works and Conveniences, as may in the Opinion of the Engineer or Engineers for the Time being of the said joint Line, and of the said *Glasgow, Barrhead, and Neilston* Direct Railway, or of the said neutral Engineer to be named as aforesaid, be necessary or convenient in connexion with the said Junctions, and for preventing any such Danger, Inconvenience, or Interruption; provided always, that the Plan of the said Junctions and Crossings before mentioned shall be such as to be capable of being executed within the Powers of and according to the Plans and Sections herein-before referred to.

XXVIII. And be it enacted, That if from any Cause or Accident arising at or from the said Junctions and Crossings during the Execution of the Works connected therewith, the free Passage along the said joint Line and along the said *Glasgow, Barrhead, and Neilston* Direct Railway shall be thereby obstructed, the Company hereby incorporated shall pay to the Committee of Management of the said joint Line, and to the said *Glasgow, Barrhead, and Neilston* Direct Railway Company, as the Case may be, the actual Damage thereby occasioned, or in lieu thereof, and in the Option of the said Committee of Management and of the said *Glasgow, Barrhead, and Neilston* Direct Railway Company, as the Case may be, as and by way of liquidated

way and joint
Line.

As to Lands
of joint Line
and *Glasgow,
Barrhead,
and Neilston*
Direct
Railway
Company.

Penalty for
obstructing
the joint
Line, and
*Glasgow,
Barrhead,
and Neilston*
Direct Rail-
way.

liquidated and ascertained Damages, the Sum of Ten Pounds for every Hour during which the free Passage along their respective Railways shall be obstructed, not exceeding Forty-eight Hours, but if beyond Forty-eight consecutive Hours then the Sum of Twenty Pounds for every Hour during which such impeding or Obstruction shall continue after such first Forty-eight Hours as aforesaid; and in default of Payment of such actual or ascertained Damages, on Demand being made on the Secretary, or any other Officer of the Company, the said Committee of Management, and the said *Glasgow, Barrhead, and Neilston* Direct Railway Company, as the Case may be, may sue for and recover the same by Action in the Court of Session in *Scotland*, or before the Sheriff of the County of *Renfrew*.

As to carrying Railway across the Glasgow, Paisley, and Ardrossan Canal by a fixed Bridge.

XXIX. And be it enacted, That the Company shall not carry their Railway over the *Glasgow, Paisley, and Ardrossan* Canal without the Consent in Writing of the Company of Proprietors of the said Canal, except by means of a good and substantial fixed Bridge over the said Canal and the Towing Path thereof at each Crossing, with a clear Head Room above every Part of the ordinary Top-water Level of the Canal of not less than Ten Feet Six Inches, and a clear Head Room above the said Towing Path of not less than Eight Feet Six Inches, with perpendicular Foundation Walls, and without any Projections under Water, leaving the Waterway of a clear Width of Twenty-one Feet, besides a clear and uninterrupted Space of not less than Six Feet in Width for the Towing Path, which Bridge shall be made and for ever after maintained in good and sufficient Repair and Condition by the said Railway Company; and that during the Time of the Construction of such Bridge (which Time shall not exceed Three Months, unless the Delay shall arise from a Cause over which the Railway Company can have no Control), the said Company shall leave the Waterway of the said Canal free and uninterrupted to a Width of not less than Fourteen Feet, and the Towing Path of not less Width than Five Feet; and that the said Railway Company shall not in the Erection of such Bridge (except during the Time of the Construction thereof in manner foresaid), nor in the Repair or Renewal thereof, nor by any Means alter the Level or Course nor lessen the Width of the said Canal, or the Towing Path or Banks thereof, nor in any Manner obstruct the Navigation of the said Canal or the said Towing Path, or divert therefrom, intercept, cut off, take, use, diminish, or allow to escape any of the Waters therein, or which now supply the said Canal, or injure any of the Works of the said Canal.

Company to erect Screens on Bridge if Canal Company think necessary, and Commissioners of Railways require the same.

XXX. And be it enacted, That in case the said Company of Proprietors of the said Canal shall at any Time apprehend that the said intended Railway will from its crossing or near Approach to the said Canal occasion Danger to the Boats or Vessels navigating the said Canal, in consequence of the Horses used in tracking the said Boats or Vessels being frightened by the Sight of the Engines and Carriages travelling upon the said Railway, the said Railway Company shall, if required so to do by the Board of Commissioners of Railways, on the Application of the said Canal Company, erect such Works in the Nature of a Screen as the said Commissioners shall consider necessary for

for obstructing the View of such Engines and Carriages, at the Sight and to the Satisfaction of any Inspector to be appointed by the said Commissioners.

XXXI. And be it enacted, That if by reason of any Accident in the Execution of any of the Works by this Act authorized, or by reason of the bad State of Repair of any such Works or of the said Bridges, or by the Stoppage or Diminution 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 the Towing Path thereof shall be so obstructed as that Boats, Barges, or other Vessels navigating or using the same shall be impeded in their Passage or shall not be able at all Times freely and uninterruptedly to pass along the same, or in case the navigable Waterway or Towing Path or either of them shall at any Time be contracted to a less Width than is hereby authorized, in every such Case the said Railway Company shall pay to the Proprietors of the said Canal the actual Damage thereby occasioned, or, in the Option of the said Company of Proprietors of the said Canal, and after reasonable Notice in Writing given to the Secretary of the said Railway Company, as by way of ascertained Damages, the Sum of Four Pounds for every Hour during which any such Obstruction or Contraction shall continue after such Notice, and they are hereby authorized to sue for and recover such special Damage accordingly, of which nevertheless the Penalties herein-before provided shall (if levied) be considered as forming Part.

Penalty on Company for obstructing or injuring Canal.

XXXII. And be it enacted, That it shall be lawful for the Company to take Lands for extraordinary Purposes, but the Quantity of Land to be taken for such Purposes shall not exceed Thirty Acres.

Lands for extraordinary Purposes.

XXXIII. And be it enacted, That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for compulsory Purchase of Lands limited.

XXXIV. And be it enacted, That the said Railway and Branch Railways shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act or the recited Acts granted to the Company for executing the said Railway and Branch Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway and Branch Railways as shall then be completed.

Period for Completion of Works.

XXXV. And be it enacted, That it shall be lawful for the Company to demand any Tolls for the Use of the said Railway and Branch Railways not exceeding the following ; (that is to say,)

Tolls.

1. In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof as follows :
 For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* not exceeding Two-
 [Local.] 23 Q pence ;
 Tonnage on Articles of Merchandize.

pence; and if conveyed by Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Penny :

For all Coals, Coke, Culm, Charcoal, and Cinders, Alum and Copperas, Alum Ore and Copperas Ore, Soda, Bleaching Powder, Vitriol, and other chemical Productions, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or Articles of Merchandize, *per Ton per Mile* not exceeding Two-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Penny :

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Stones, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* not exceeding Three-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny :

For all Cotton, Flax, or Yarns, and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandize, Fish, Articles, Matters, or Things, *per Ton per Mile* not exceeding Four-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding Two-pence :

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, *per Mile* not exceeding Sixpence; and a like Sum of Sixpence *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum *per Mile* not exceeding Sixpence.

Tolls for
Passengers
and for Cattle.

2. In respect of Passengers and Animals conveyed in Carriages upon the said Railway or any Part thereof as follows :

For any Person conveyed in or upon such Carriage, *per Mile* not exceeding Two-pence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding 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, *per Mile* not exceeding Two-pence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding Three-pence *per Mile* :

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per Mile* not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny Halfpenny *per Mile* :

And for the Trouble occasioned by loading or unloading, and for the

the Use of any Wharf, Basins, Loading Place, Stations, or any of them, such reasonable Sum as to the Company shall seem fit.

XXXVI. And be it enacted, That the Tolls which the Company may demand for the Use of Engines for drawing or propelling Carriages on the Railway shall not exceed 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, and Sums by this Act authorized to be taken. Locomotive Power.

XXXVII. And be it enacted, That the maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the said Railway, including the Tolls for the Use of the Railway and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums: Maximum Rate of Charges for Passengers.

For every Passenger conveyed in a First-class Carriage the Sum of Three-pence *per* Mile:

For every Passenger conveyed in a Second-class Carriage the Sum of Two-pence *per* Mile:

For every Passenger conveyed in a Third-class Carriage the Sum of One Penny Halfpenny *per* Mile.

And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rate of Charge to be made by the Company including the Tolls for the Use of the Railway, and Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance (except the loading and unloading of Goods, where such Service is performed by the Company), shall not exceed the following Sums: For Cattle, Goods, &c.

For every Horse or other Beast of Draught or Burden before classed with Horses, the Sum of Five-pence *per* Mile:

For every Ox, Cow, Bull, or Neat Cattle, the Sum of Two-pence *per* Head *per* Mile:

For Sheep and small Animals, Three Farthings each *per* Mile:

For every Carriage of the Description herein-before mentioned, the Sum of Seven-pence *per* Mile:

For Manure, and other Articles herein-before classed therewith, the Sum of One Penny Halfpenny *per* Ton *per* Mile:

For Coals, and other Articles herein-before classed therewith, the Sum of Two-pence *per* Ton *per* Mile:

For Sugar, and other Articles herein-before classed therewith, the Sum of Three-pence *per* Ton *per* Mile:

For Cotton, and other Goods and Articles herein-before classed therewith, the Sum of Four-pence *per* Ton *per* Mile.

XXXVIII. Provided always, and be it enacted, That nothing herein contained shall be held to prevent the Company from taking any increased Charge over and above the Charges herein-before limited for the Conveyance of Goods of any Description by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto. Company may take increased Charges by Agreement.

XXXIX. Pro-

Restrictions as to Charges not to apply to Special Trains.

XXXIX. Provided also, and be it enacted, That the Restriction as to the Charges to be made for Passengers shall not extend to Passengers conveyed by any Special or Extra Train, but shall apply only to the ordinary Trains appointed or to be appointed from Time to Time by the Company.

Regulations as to the Tolls.

XL. And be it enacted, That the following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For a Fraction of a Mile the Company may demand Tolls as for One Mile:

For a Fraction of a Ton the Company may demand Tolls according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles except Stone and Timber the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, and Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, or Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller or greater Quantity.

Tolls for small Parcels and Articles of great Weight.

XLI. And with respect to small Packages, and single Articles of great Weight, be it enacted, That the Company may demand the Tolls following; (that is to say,)

For the Carriage of small Parcels, (that is to say, Parcels not exceeding Five hundred Pounds Weight each,) the Company may demand any Sum which they think fit; provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they may from Time to Time think fit, not exceeding One Shilling *per Ton per Mile*:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they shall think fit.

Passengers Luggage.

XLII. And be it enacted, That every Passenger travelling upon the Railway may take with him his ordinary Luggage at his own Risk, not exceeding the Weights following; (that is to say,) if travelling in a First-class Carriage, One hundred Pounds, and if in a Second or Third Class Carriage, Sixty Pounds, without any Charge being made for the Carriage thereof; and may take with him the said Amount of Luggage at the Risk of the Company, provided he delivers the same to them, and pays such reasonable Sum for booking
as

as shall be fixed by them, not exceeding Two-pence for each separate Article.

XLIII. And be it enacted, That on the Completion of the said Railway and Branch Railways hereby authorized to be made the Company hereby incorporated shall and they are hereby empowered and required to grant to the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, and the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company are hereby empowered and required to accept, a Lease in perpetuity of the said Railway and Branch Railways, upon the Terms and Conditions and on Payment of the Consideration herein mentioned.

Power to
lease Railway.

XLIV. And be it enacted, That the said Railway and Branch Railways shall be executed under the Superintendence and Control; and to the Satisfaction of *John Miller* Esquire, Civil Engineer, whom failing, of the Engineer for the Time being of the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, whose Report shall be deemed sufficient Evidence of the Completion of the Works; and the Company shall be bound to give Possession to the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company of the said Railway and Branch Railways in a completed State, including Stations, Depôts, and every requisite Convenience for Traffic (excepting Plant), and in full working Condition to the Satisfaction of the said Engineer, within Two Years and Six Months after the passing of this Act: Provided always, that after the Works shall be so completed the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company shall maintain and work the said Railway and Branch Railways during the Continuance of the said Lease, and keep the same in good and sufficient Order, and equal generally to that of their own Line of Railway.

Railways to
be executed
under Super-
intendence of
Engineer of
Glasgow,
Paisley, Kil-
marnock, and
Ayr Railway
Company.

XLV. And be it enacted, That the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company shall, from and after the Completion as aforesaid of the said Railway and Branch Railways hereby authorized, pay to the Company hereby incorporated an annual fixed Rent or Consideration in respect of the Lease to be granted as aforesaid of Six *per Centum per Annum* on the Sum of Two hundred and thirty thousand Pounds, being the Capital Stock of the Company, or on so much thereof as shall have been actually paid up and expended under the Authority of this Act, including in the said Capital Stock a Sum equal to Four *per Centum per Annum* on all Calls or Deposits paid or to be paid by the Shareholders in the Company from the respective Times of Payment thereof to the Completion of the said Railway and Branch Railways; and the said fixed Rent or Consideration to be paid as aforesaid shall be payable half-yearly in equal Proportions on the Second Day of *February* and Second Day of *August* in each Year, with Interest at the Rate of Five *per Centum* on such half-yearly Payments from the Times the same shall become payable until paid, and shall form a Charge on the Railway and Branch Railways hereby authorized, and on the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway, and shall be recoverable in the same Way as such Debts are authorized to be recovered.

As to Con-
sideration to
be paid for
Lease of
Railway to
the Company.

[Local.]

23 R

XLVI. And

Railway, &c.
to vest in
Glasgow,
Paisley, Kil-
marnock, and
Ayr Railway
Company as
Lessees.

XLVI. And be it enacted, That from and after the Completion of the said Railway and Branch Railways, and of the Lease thereof, as aforesaid, the said Railway and Branch Railways shall, subject to the Conditions aforesaid, vest in the *Glasgow, Paisley, Kilmarnock, and Ayr Railway Company* as perpetual Lessees thereof, and all the Powers and Authorities conferred by this or the said Acts herewith incorporated on the Company hereby incorporated, with respect to the Maintenance, Protection, and Use of the said Railways and Branch Railways, and with respect to the fixing, levying, and recovering Tolls, Rates, and Charges thereon, shall and may be exercised by the said *Glasgow, Paisley, Kilmarnock, and Ayr Railway Company*, subject nevertheless to such Provisions, Rules, and Regulations as are by this Act or shall by any Amendment thereof be imposed: Provided always, that the said *Glasgow, Paisley, Kilmarnock, and Ayr Railway Company* shall at no Time exact higher Rates or Charges on the Railway and Branch Railways hereby authorized than are levied on their own Railways at the Time for the same Distances.

Power to the
Glasgow,
Paisley, Kil-
marnock, and
Ayr Railway
Company
to purchase
Railway
hereby au-
thorized.

XLVII. And be it enacted, That it shall be lawful for the *Glasgow, Paisley, Kilmarnock, and Ayr Railway Company* at any Time, by a Resolution of Three Fifths of the Shareholders present, personally or by Proxy, at any General or Special General Meeting, to purchase the Railway and Branch Railways by this Act authorized to be made, and the Right to form the same so far as not made, on the Terms and Conditions and for the Price or Consideration herein-after provided, and the Company hereby incorporated shall, upon Intimation of such Resolution, convey the same by a Deed duly stamped to the *Glasgow, Paisley, Kilmarnock, and Ayr Railway Company*, subject to such Terms and Conditions.

On Purchase,
Railway to
vest in the
said Com-
pany.

XLVIII. And be it enacted, That in the event of such Purchase as aforesaid, and on the Execution and Delivery of the necessary Deed or Deeds for completing such Purchase, the Railway and Branch Railways hereby authorized, and the Right to form the same so far as not made, shall vest in and belong to the *Glasgow, Paisley, Kilmarnock, and Ayr Railway Company*, but subject to all existing Mortgages, Contracts, Assessments, and Liabilities affecting the same, and such last-mentioned Company shall and may thenceforth have, hold, and enjoy the said Railway and Branch Railways, and the Right to form the same so far as not made, and shall and may in relation thereto have, use, and exercise all the Powers, Privileges, and Authorities, and be liable and subject to all the Regulations and Restrictions, by this Act conferred and imposed on the Company hereby incorporated, as fully and effectually as if the Name of the *Glasgow, Paisley, Kilmarnock, and Ayr Railway Company* had been inserted in this Act instead of the Name of the Company hereby incorporated.

Contracts and
Agreements,
&c. to remain
valid in fa-
vour of and

XLIX. And be it enacted, That all and every Purchase, Sale, Conveyance, Contract, Agreement, Obligation, Bond, Covenant, Liability, Security, Act, Matter, or Thing made, done, executed, granted, or entered into before the Completion of the said Purchase with,

with, for, or by the Company, or the Directors or provisional Committee thereof, shall, subject to the Provisions in this Act contained, be and remain as good, valid, and effectual, and of the same Condition and Quality, in favour of, for, on behalf of, against, or with reference to the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, to all Intents and Purposes as if the said last-mentioned Company had been Party to and executed the same, or had been named or referred to therein instead of the Company hereby incorporated, or the Directors or provisional Committee thereof, and shall and may, subject as aforesaid, be executed, done, performed, continued, completed, and terminated by, to, in favour of, on behalf of, against, or with respect to the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, as fully and effectually as the same could or might have been by and in the Name of the Company or the Directors or provisional Committee thereof if such Sale and Conveyance had not been made.

against the
Company.

L. And be it enacted, That in the event of such Purchase as aforesaid, either before or after the Completion of the said Railway and Branch Railways, and as the Consideration therefor, the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company shall be bound, and are hereby required, to pay to every Proprietor of One or more Shares in the Company hereby incorporated, from and after the Completion of the said Railway and Branch Railways, a Dividend or fixed Rent, out of the Profits of the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, at the Rate of Six Pounds *per Centum per Annum* on the Amount from Time to Time called for and paid up for each Shareholder in the Company hereby incorporated, and also on such Sum as shall be equal to Four Pounds *per Centum per Annum* on all Calls or Deposits paid and to be paid by him, from the respective Times of Payment thereof to the Completion of the said Railway and Branch Railways; and such Dividend or fixed Rent shall be payable half-yearly, on or before the Twenty-fifth Day of *March* and the Twenty-fifth Day of *September* in every Year, with Interest at the Rate of Five *per Centum* on such half-yearly Payments from the Time of which the same shall become payable until paid; and such Dividend or fixed Rent shall form a Charge on the Railway and Branch Railways hereby authorized and on the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway, and shall be recoverable in the same Way as such Debts are authorized to be recovered, and shall be preferable to the Dividends in respect of the ordinary Shares of the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, but shall not have Priority over the Dividends payable to any Shareholders in the last-mentioned Company who, by virtue of any Act passed in any previous Session, or passed or to be passed in the present Session of Parliament, may be entitled to a preferable Dividend out of the Profits of such last-mentioned Company, excepting to the Extent of the net Receipts from the Railway and Branch Railways hereby authorized, which shall be and remain primarily liable for the Payment of the said Dividend or fixed Rent; and in the event of the said Purchase being made before the Completion of the said Railway and Branch Railways the said Dividend or fixed Rent shall commence to be payable at

As to Con-
sideration to
be paid for
Purchase.

at a Period not later than Two Years and Six Months after the passing of this Act.

Option as to Consideration for Purchase.

LI. And be it enacted, That in the event of such Purchase being made after the Completion of the said Railway and Branch Railways, it shall be in the Option of the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company to pay to the Company hereby incorporated, as the Consideration for such Purchase, such Number of Years Purchase of the Dividend or fixed Rent herein-before mentioned as shall be settled by Arbitration.

If Purchase made before Completion of Railway the Capital Stock to be called up.

LII. And be it enacted, That in the event of the said Purchase being made before the Completion of the said Railway and Branch Railways, the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company shall proceed to call up and make payable from the Subscribers to the Undertaking hereby authorized, in proportion to the Shares held by each, such Portion of the Capital Stock of the Company as shall be necessary for the Execution of the said Railway and Branch Railways, and for all necessary Payments, Charges, and Expenses in reference to the Company, so as to ensure the Completion of the said Railway and Branch Railways within the Period herein-after limited, and shall apply the Monies which they may receive in respect of such Calls for the Purposes of this Act, and if any additional Capital be necessary for such Purposes, and for Plant over and above the said Capital Stock, it shall and may be advanced and paid by the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company.

Power to enforce Calls.

LIII. And be it enacted, That in the event of such Purchase being made either before or after the Completion of the said Railway and Branch Railways, the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company shall have the same Powers with regard to making Calls for the Balance remaining due on the Shares of the Company, and the enforcing Payment of such Calls, or the Forfeiture and Disposal of Shares in case of Nonpayment of Calls and otherwise with reference thereto, as are contained in this Act and the Acts herewith incorporated, with reference to the Shares hereby created, and to the Proprietors thereof respectively.

Railway to be completed within limited Time, and maintained in working Order.

LIV. And be it enacted, That in the event of such Purchase being made before the Completion of the said Railway and Branch Railways, the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company shall be bound and are hereby required to complete the said Railway and Branch Railways in a good and substantial Manner, adapted for the Traffic thereon, and to have the same opened for Traffic within the Period of Two Years and Six Months after such Purchase, but not exceeding the Period of Four Years from the passing of this Act, and shall thereafter maintain the same in good and sufficient Order, and equal generally to that of their own Line of Railway.

In event of Purchase, Company to be dissolved,

LV. And be it enacted, That in the event of such Purchase as aforesaid, and subject to the Fulfilment and Performance of the Conditions and Provisions of this Act, the Company hereby incorporated shall

shall be and the same is hereby dissolved, save and except in so far as may be necessary for the Purposes of this Act.

except as to certain Particulars.

LVI. And be it enacted, That in the event of the Purchase aforesaid *John Wilson, David Murray, and George Coats*, Three of the Directors of the Company herein-before named, as Individuals, or any of them, and the Survivor of them, and the Heir of the Survivor, shall be and are hereby nominated and appointed Trustees or Trustee for the Company, for the Purpose of enforcing and carrying into effect the Provisions, Conditions, and Obligations by this Act imposed on the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, in favour of the Company, with full Power to such Trustees or Trustee from Time to Time to apply by summary Application to the Court of Session in *Scotland*, or to the Lord Ordinary officiating on the Bills in the said Court, for any Order or Decree which may be necessary for the Purposes aforesaid or any of them; and the said Court or Lord Ordinary are hereby authorized and required to hear and determine such Applications, and to make such Order or Decree and to award such Costs as to them shall seem fit, and their Decisions thereon shall be final, without being subject to Review or Appeal by any Process whatever; and the said Trustees or Trustee shall be indemnified by the Company hereby incorporated for whatever they shall do under the Authority hereby granted: Provided always, that nothing in this Enactment contained shall prejudice or affect the Rights and Privileges of any individual Shareholders of the Company under or by virtue of this Act.

Trustees to sue on behalf of Company.

LVII. And be it enacted, That it shall not be lawful for the Company, or for the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, to exercise the Powers of Lease or Sale herein contained, except the Powers hereby granted for the Transfer to the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company of the Right to form the said Railway and Branch Railways under the Conditions in this Act mentioned, until it shall have been proved to the Satisfaction of the Commissioners of Railways and certified by them under their Seal previously to the Completion of such Lease or Sale, that One Half of the whole Amount of Capital (exclusive of Loans) by the Act or Acts relating to each of the said Companies authorized to be raised has been actually paid up and expended for the Purposes authorized by the Act or Acts of the said Companies respectively.

Powers of Lease and Sale not to be exercised without Certificate of Commissioners of Railways.

LVIII. And be it enacted, That it shall also be lawful to the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, if they shall see fit, to hold Shares in the Company hereby incorporated; and for the Purposes of this Act, or any of them, the said first-mentioned Company are hereby authorized to raise, by the Creation of new Shares, or by Mortgage as herein-after mentioned, any further Sum of Money (not exceeding in Amount the Sums which the Company hereby incorporated are by this Act authorized to raise) which may be necessary therefor beyond the Sums which they are already authorized to raise, or which they may be authorized to raise by any Act to be passed in the present Session of Parliament; and,

Power to *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company to hold Shares and to raise Money for the Purpose by Creation of new Shares or by Mortgage.

[Local.]

23 S

in

in the event of such Company raising such Money by the Creation of new Shares, the same shall be issued among the Shareholders of such Company on the same Terms and Conditions, and shall be held subject to the same Rules, Regulations, and Obligations in all respects as are provided by the Acts of Parliament relating to such Company.

Power to Glasgow, Paisley, Kilmarnock, and Ayr Railway Company to borrow on Mortgage.

LIX. And whereas the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company have created and issued, under the Authority of their Acts, or some of them, Shares to the Amount of Two million five hundred and fifty-four thousand five hundred and fifty Pounds, upon which the Sum of One million nine hundred and ninety-one thousand and thirty-five Pounds has been actually paid up: And whereas the total Amount of Money now owing on Mortgage or Bond by the said Company is Three hundred and thirty-six thousand three hundred and ninety-two Pounds Five Shillings, which the said Company are now in course of paying off: Be it therefore enacted, That it shall be lawful for the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, if they shall think fit, instead of raising by the Creation of Shares the Money which they are by this Act authorized to raise, to raise the same by Mortgage, so as nevertheless that the Money due and owing by the said Company at any One Time on Mortgage or Bond, under the Provisions of this or their said Acts, shall not exceed in Amount One Third Part of the Capital of the Company in Shares for the Time being.

Power to Glasgow, Barrhead, and Neilston Direct Railway Company, and Parties using their Line, to use certain Parts of Railway.

LX. And be it enacted, That the Company hereby incorporated, and the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, shall be bound in all Time coming to allow the *Glasgow, Barrhead, and Neilston* Direct Railway Company, and all Persons lawfully using or intending to use the *Glasgow, Barrhead, and Neilston* Direct Railway, with Engines or Carriages, to use in like Manner the Railway first herein described, and that Portion of the Branch Railway third herein described, from the Point where it diverges from the Railway first herein described to the Point where the Branch Railway fourth herein described diverges, and the said Branch Railway fourth herein described, or any Parts thereof, on such Conditions and on Payment of such reasonable Tolls as may be agreed upon between the Company hereby incorporated and the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, or either of them, and the *Glasgow, Barrhead, and Neilston* Direct Railway Company, and, failing such Agreement, as shall from Time to Time be determined by the Commissioners of Railways, or by an Arbitrator to be appointed by the said Commissioners; and the said Commissioners are hereby authorized and required, in the event of their not determining the Matter in dispute, from Time to Time to appoint such Arbitrator upon the Requisition of either Party; and the Decision of the Commissioners, or of the Arbitrator to be appointed by them, shall be final and binding on the Parties.

Domicile of the Company.

LXI. And be it enacted, That, except when otherwise specially provided, the Domicile of the Company, in reference to all judicial Proceedings or Actions at Law, shall be held to be in *Paisley*.

LXII. And

LXII. 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 Railways*; 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, intituled respectively *An Act for regulating the Gauge of Railways*, and *An Act for constituting Commissioners of Railways*: Be it enacted, That nothing in this Act contained shall be held to exempt the said Railway and Branch Railways or the said Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railway and Branch Railways and Company, so far as the same shall be applicable thereto.

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

LXIII. Provided always, and be it enacted, That nothing herein contained shall be deemed or construed to exempt the said Railway and Branch Railways by this Act authorized to be made from the Provisions of any general Act relating to this 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 authorized by this Act.

Railways, &c. not exempt from Provisions of future general Acts.

LXIV. And be it enacted, That nothing contained in this Act, or in the Acts herein recited or referred to, shall extend to authorize the Company to purchase, take, or use any Land or Soil, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown without, the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, or any Two of them, first had and obtained for that Purpose, and which such Commissioners, or any Two of them, are hereby authorized and empowered to give, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Saving the Rights of the Crown.

LXV. And be it enacted, That all the Costs, Charges, and Expenses of obtaining and passing this Act, and of making the Survey, Plans, and Estimate, and all other Costs, Charges, and Expenses in any way incident thereto, shall be paid and defrayed by the said Company out of the Money already raised and received, or out of the first Money to be raised or received by them, in preference to any other Payment whatsoever.

Expenses of Act.

LXVI. And

2096

11° & 12° VICTORIÆ, *Cap. clv.*

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

LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1848.

0