



ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. cxcv.

An Act for making a Railway from a Point near to *Eskbank* Station on the Line of the *Hawick* Branch of the *North British* Railway to *Springfield* in the Parish of *Lasswade* and County of *Edinburgh*, to be called “*The Esk Valley Railway* ;” and for other Purposes.

[21st *July* 1863.]

WHEREAS the making of a Railway with all proper Works and Conveniences connected therewith, commencing by a Junction with the *North British* Railway, at or near the *Eskbank* Station of the *Hawick* Branch of that Railway, in the Parish of *Dalkeith* and County of *Edinburgh*, and terminating at or near *Springfield* Paper Works, in the Parish of *Lasswade* and County of *Edinburgh*, would be of great local and public Advantage : And whereas the Persons herein-after named, together with others, are willing at their own Expense to carry such Undertaking into execution, and it is expedient that they should be incorporated for this Purpose : And whereas the said proposed Railway might be beneficially maintained and worked in connexion with the *North British* Railway, and it is expedient that Provision should be

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made

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made authorizing the said *North British* Railway Company to enter into Agreements with the Company for the Working and Use of the said intended Railway, and the Regulation and Management of the Traffic thereon, and the Division and Apportionment of the Profits arising therefrom: And whereas the several Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title. 1. In citing this Act for any Purpose whatever it shall be sufficient to use the Expression "*The Esk Valley Railway Act, 1863.*"

Interpretation of Terms. 2. Where in this Act the Words "the Company" occur, the same shall mean the Company incorporated by this Act; and where the Words "the Undertaking" occur, the same shall mean the Railway and Works by this Act authorized.

8 & 9 Vict. cc. 17. 19. & 33., and 23 & 24 Vict. c. 106. incorporated. 3. "*The Companies Clauses Consolidation (Scotland) Act, 1845,*" "*The Lands Clauses Consolidation (Scotland) Act, 1845,*" and "*The Railways Clauses Consolidation (Scotland) Act, 1845,*" and "*The Lands Clauses Consolidation Acts Amendment Act, 1860,*" shall be incorporated with and form Part of this Act.

Subscribers incorporated. 4. *William Tod* junior, *Henry Widnell* junior, *John Porteous*, *Thomas Dall*, and *Thomas Steven Lindsay*, 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 and are hereby united into a Company for the Purpose of making and maintaining the Railway herein-after described, with all proper Works and Conveniences connected therewith, to be called "*The Esk Valley Railway;*" and for the Purposes herein and in the Acts herewith incorporated contained, such Company shall be incorporated by the Name of "*The Esk Valley Railway Company,*" and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, acquire, and hold Lands and Heritages for the Purposes of the Undertaking, subject to the Provisions of this Act and the Acts incorporated herewith.

Capital. 5. The Capital of the Company shall be Twenty-seven thousand Pounds.

Number and Amount of Shares. 6. The Number of Shares into which the Capital shall be divided shall be Two thousand seven hundred, and the Amount of each Share shall be Ten Pounds.

7. Two

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7. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and One Month at the least shall be the Interval between successive Calls.

8. It shall be lawful for the Company to borrow on Mortgage any Sums not exceeding in the whole the Sum of Nine thousand Pounds, but no Part of the said Sums shall be borrowed until the whole of the said Capital of Twenty-seven thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and until the Company shall have proved to the Sheriff who is to certify under the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," (before he so certifies), that the whole of the said Capital of Twenty-seven thousand Pounds has been subscribed for *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Proof having been given, the Certificate of such Sheriff under that Section shall be sufficient Evidence).

9. All Monies raised under the Powers of this Act, either by Shares or by borrowing, shall be applied in carrying out the Purposes of this Act only, and for no other Purpose.

10. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on their respective Mortgages by the Appointment of a Judicial Factor; and in order to authorize the Appointment of such Judicial Factor, in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Judicial Factor shall be made shall not be less than One thousand Pounds in the whole.

11. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised, by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay to any Shareholder Interest or Dividends on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized: Provided always, that nothing herein-before contained shall be deemed to prevent the Company 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.

12. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised, 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

Calls.

Power to borrow on Mortgage.

Application of Money raised under this Act.

Arrears may be enforced by Appointment of Judicial Factor.

Interest not to be paid on Calls paid up.

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

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respect of 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.

Meetings of
the Com-
pany.

13. The First Ordinary Meeting of the Company shall be held within Three 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 *March* or *April* and *August* or *September*, as the Directors may appoint, and all Ordinary Meetings of the Company shall be held in *Edinburgh*.

Quorum of
General
Meetings.

14. The Quorum of every General Meeting of the Company shall be Five Shareholders present, personally or by proxy, holding in the aggregate not less than Three thousand Pounds in the Capital of the Company.

Number and
Qualification
of Directors.

15. The Number of Directors shall be Five, and the Qualification of a Director shall be the Possession in his own Right of Shares or Stock in the Undertaking of the aggregate nominal Value of Two hundred Pounds.

Power to
reduce the
Number of
Directors.

16. It shall be lawful for the Company to reduce the Number of Directors to be appointed by the Shareholders of the Company, provided that the reduced Number be not less than Four.

First
Directors.

17. *William Tod junior, Henry Widnell junior, John Porteous, Thomas Dall, and Thomas Steven Lindsay*, shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting of the Company.

Retirement
and Election
of Directors.

18. At the First Ordinary Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any 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; and at the First Ordinary Meeting to be held in the Year One thousand eight hundred and sixty-four, and at the First Ordinary Meeting in every subsequent Year, 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 Companies Clauses Consolidation (*Scotland*) Act, 1845," in that Behalf contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue Directors until others are elected in their Stead in manner provided by that Act.

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19. The Quorum of a Meeting of Directors shall be Three.

Quorum of Meetings of Directors.

20. The Periods 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 Fourteen Days before and Fourteen Days after each of the Ordinary Meetings of the Company.

Periods for balancing Books of Company.

21. All Advertisements relating to the Affairs of the Company shall be inserted in at least One Newspaper published in the County of *Edinburgh*.

Newspaper for Advertisements.

22. Whereas Plans and Sections of the Railway hereby authorized showing the Lines and Levels thereof, and also a Book of Reference to the said Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands and Heritages through which the same is intended to pass, or which may be required for the Purposes of the Undertaking, have been deposited in the Office in *Edinburgh* of the Principal Sheriff Clerk of the County of *Edinburgh*: Therefore, subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, the Company may make and maintain in the Line and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels defined in the said Sections, the Railway herein-after described, and all proper Works and Conveniences in connexion therewith, and may enter upon, take, and use such of the said Lands and Heritages as shall be deemed necessary for the Purposes thereof.

Power to make Railway according to deposited Plans.

23. The Railway shall commence in the Parish of *Dalkeith* in the County of *Edinburgh*, by a Junction with the *Hawick* Branch of the *North British* Railway, and shall terminate in the Parish of *Lasswade* and County of *Edinburgh*, in a Field or Enclosure on the South Side of the River *Esk*, at or near *Springfield* Paper Works.

Line of Railway.

24. Notwithstanding anything in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections; so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, Thirteenth, Fourteenth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections, instead of a Tunnel, Viaduct, Arch, or Arches, as shown thereon, provided that every such Substitution be authorized by a Cer-

Power to alter Engineering Works.

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tificate

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tificate of the Board of Trade ; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby : Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Thirteenth, Fourteenth, or Fifteenth Sections of “ The Railways Clauses Consolidation (*Scotland*) Act, 1845.”

For Protec-
tion of
Mr. Kidd.

25. Nothing in this Act contained shall be held to authorize the Company, either permanently or temporarily, to enter upon, purchase, take, or in any Manner interfere with any of the Lands or Heritages numbered in the Plans and Book of Reference deposited as aforesaid 43, 44, 45, 46, 56, 56 in the Parish of *Cockpen*, nor that Part of the Road numbered in the said Plans and Book of Reference 52 in the said Parish which is situate between the “ Green,” numbered in the said Plans and Book of Reference 46, and the Entrance Gate to No. 55 in the said Parish, without the previous Consent in Writing of *David Kidd* or other the Owner for the Time being of the House, Garden, and Byre numbered in the said Plans and Book of Reference 56, 56 in the said Parish, nor to use the Lands or Heritages numbered in the said Plans and Book of Reference deposited as aforesaid 57, 58, 60, 61, 62, 63 in the said Parish, except only for the Purpose of constructing a Road through or in connexion with the Lands and Heritages represented by these Numbers.

For Protec-
tion of
Peebles
Railway
Company.

26. Except in so far as necessary for the Purpose of making and maintaining the Junction before mentioned conform to Plan marked by the Agents for the respective Companies in reference thereto, nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging to the *Peebles* Railway Company, or to alter, vary, or interfere with the *Peebles* Railway, or any of the Works thereof, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *Peebles* Railway Company.

Regulating
Junction
with North
British
Railway.

27. The Junction by this Act authorized to be made with the *North British* Railway shall be made and completed in a substantial and workmanlike Manner at the Sight and to the Satisfaction of the Engineer for the Time being of the *North British* Railway Company, and according to a Plan to be approved of by him previous to the Commencement of the Works connected with such Junction, or in case of Difference according to a Plan to be approved of by an Engineer to be appointed by the Board of Trade previous to the Commencement of such Works.

28. Except

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28. Except so far as necessary for the Purpose of making and maintaining the Junction before mentioned in the Manner by this Act provided, nothing in this Act contained shall be held to authorize the Company, either permanently or temporarily, to enter upon, purchase, take, or use any Lands or Property belonging to the *North British Railway Company*, or to alter or otherwise interfere with the Line or Works or Levels of the said *North British Railway*, or in any Manner to interrupt or interfere with the Traffic passing on the said Railway, without the previous Consent in Writing of the *North British Railway Company* in every Case first had and obtained; and the Company shall bear all the Expenses of effecting such Junction as aforesaid, including all necessary Openings in the Rails of the *North British Railway* for the Purposes thereof, and of maintaining, watching, and working the same, and the necessary Signals and Works for preventing Danger, Inconvenience, or Interruption to the Traffic on the said *North British Railway*, and shall also, at their own sole Costs and Charges, construct and for ever after maintain and repair, at the Sight and to the Satisfaction of the Engineer for the Time being of the *North British Railway Company*, such and so many Switches, Turntables, Sidings, Signals, and other Works and Conveniences as may be necessary or convenient in connexion with the said Junction for preventing Danger, Interruption, or Inconvenience to the Traffic of the said *North British Railway*: Provided always, that if any Difference shall arise between the Company and the *North British Railway Company* as to the Nature or Necessity of any such Works, Matters, or Things aforesaid, the same shall be referred to Arbitration, or to the Decision of an Engineer to be appointed by the Board of Trade at the Option of the said *North British Railway Company*.

Land and Works of *North British Railway Company* not to be interfered with except for forming Junction.

29. The Company may purchase by Agreement and hold any Quantity of Land adjoining or near to the Railway for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," not exceeding in the whole One Acre.

Lands for extraordinary Purposes.

30. 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.

Powers for compulsory Purchases limited.

31. The Railway hereby authorized 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 Acts incorporated herewith granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised except as to so much of the Railway as shall then be completed.

Period for Completion of Works.

32. It shall be lawful for the Company to demand and recover any Tolls. Tolls for the Use of the Railway and Works hereby authorized, not exceeding the following; (that is to say,)

First.

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In respect of
Articles of
Merchan-
dise.

First. In respect of the Tonnage of all Articles conveyed thereon, or on 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 not exceeding Threepence ; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton not exceeding Threepence ;

For all Coal, Coke, Culm, Charcoal, and Cinders, 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 other Articles of Merchandise, *per* Ton not exceeding Threepence ; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton not exceeding Threepence ;

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton not exceeding Ninepence ; and if conveyed in Carriages belonging the Company, an additional Sum *per* Ton not exceeding Fourpence Halfpenny ;

For all Cotton and other Wools, Drugs, Manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton not exceeding One Shilling ; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton not exceeding Sixpence ;

And for every Carriage of whatever Description, 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 belonging to the Company, not exceeding One Shilling and Sixpence ; and for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton, beyond One Ton, which any such Carriage may weigh, an additional Sum of Fourpence Halfpenny.

In respect of
Passengers
and Animals.

Second. 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 any such Carriage, not exceeding Sixpence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding Threepence :

For every Horse, Ass, Mule, or other Beast of Draught or Burden conveyed in or upon any such Carriage, not exceeding One Shilling ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding Threepence :

For every Ox, Cow, Bull, or Head of Neat Cattle conveyed in or upon any Carriage, not exceeding Sixpence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding Threepence :

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

33. The Toll which the Company may demand for the Use of Engines and locomotive Power shall not exceed Threepence for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Charge for.
propelling
Power.

34. The following Provisions and Regulations shall be applicable to the fixing of the Tolls and maximum Charges herein-before specified; (that is to say,)

Regulation
as to Tolls.

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

35. With respect to the Carriage of small Packages and single Articles of great Weight, the Company may lawfully demand Tolls not exceeding the following; (that is to say,)

Tolls for
small Par-
cels and
Articles
of great
Weight.

For any Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence:

For any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence:

For any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence:

For any Parcel exceeding Fifty-six Pounds but not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they may 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 Terms shall apply only to single Parcels in separate Packages;

For the Carriage of any One Boiler, Cylinder, or other single Piece of Machinery, or single Piece of Timber or Stone, or other single Article the Weight of which including the Carriage shall be less than Four Tons, the Company may demand such Sum as they think fit, not exceeding One Shilling *per* Ton:

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For

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For the Carriage of any One 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 be Four Tons or more, but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding One Shilling and Sixpence *per* Ton :

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 think fit :

For any light Piece of Machinery or other Articles requiring One whole Truck, or more than One Truck, the Company may charge One Shilling and Sixpence *per* Truck.

Passengers'
Luggage.

36. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Maximum
Rate of
Charges for
Passengers.

37. The maximum Rate of Charge to be made by the Company for Conveyance of Passengers upon the 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 :

For every Passenger conveyed in a First-class Carriage, Ninepence :

For every Passenger conveyed in a Second-class Carriage, Sixpence :

For every Passenger conveyed in a Third-class Carriage, Three-pence.

Maximum
Charges for
Goods and
Animals.

38. And with respect to the Conveyance of Animals, Carriages, and Goods, Articles, Matters, and Things, the maximum Rate of Charge to be made by the Company, including the Tolls for the Use of the Railway and Waggon or Trucks and locomotive Power, and every Expense incidental to such Conveyance, shall not exceed the following Sums ; (that is to say,)

For Dung and all other Articles, Matters, and Things herein-before classed therewith, *per* Ton Sixpence :

For Coals and all other Articles, Matters, and Things herein-before classed therewith, *per* Ton Sevenpence Halfpenny :

For Sugar and all other Articles, Matters, and Things herein-before classed therewith, *per* Ton Ninepence :

For Cotton and all other Articles, Matters, and Things herein-before classed therewith, *per* Ton One Shilling :

For

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For every Carriage of whatever Description, 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, One Shilling and Sixpence; and if weighing more than One Ton Fourpence Halfpenny for every Quarter of a Ton, or fractional Part of a Quarter of a Ton, which any such Carriage may weigh:
For every Horse, Mule, Ass, or other Beast of Draught or Burden, One Shilling:

For every Ox, Cow, Bull, or Head of Neat Cattle, Sixpence:

For every Calf, Pig, Sheep, Lamb, or other small Animal, Twopence Halfpenny.

39. The Restrictions as to the Charge to be made for Passengers shall not extend to any Special Train that may be required to be run upon the Railway, but shall apply only to the Ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway. Special Trains.

40. This Act or anything herein contained shall not prevent the Company from taking, over and above the Charges by this Act limited, any increased Charges for the Conveyance of Goods of any Description by Agreement with the Owners or Persons in charge of such Goods, either by reason of any special Service performed by the Company in relation thereto, or in respect of the Conveyance of any Goods (other than small Parcels) by Passenger Trains. Power to take increased Charges by Agreement.

41. The *North British* Railway Company may from Time to Time enter into Agreements or make any Contracts with the Company in respect to the following Purposes or any of them; (that is to say,) Power for the Company and the North British Railway Company to enter into Working Agreements, &c.
The Mode and Place of effecting, within the Limits of Deviation defined upon the said Plans, the Junction and Communication between the *North British* Railway and the Railway by this Act authorized, and the Cost and Expenses thereof, and of the Works connected therewith, the Erection and Maintenance of such Signals, Works, and Conveniences, and Employment of such Watchmen, Switchmen, and Persons as aforesaid, and the Payment of the Expenses, Wages, Costs, and Charges thereof, or connected therewith:

The Maintenance and Repair, Management, Use, and Working by the *North British* Railway Company of all or any Part of the Railway of the Company and of the Works and Conveniences belonging thereto:

The Management, Collection, Conveyance, and Delivery by the *North British* Railway Company of the whole or any Part of the Traffic upon the Railway, and the Supply of any Rolling or Working Stock required

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required for such Purposes, and the Costs and Expenses of such Working, Management, Maintenance, and Repairs :

The fixing, Collection, taking, and levying of the Tolls, Rates, and Charges upon and the Division between the contracting Companies of the Receipts arising from the Traffic upon the Railway, or any Part thereof, subject to any Deductions to be made therefrom, or any Rent or other Consideration to be paid by either of the contracting Companies to the other of them by virtue of the Contract.

Agreement to be for a Term not exceeding Ten Years, and to be approved of by Board of Trade.

42. No such Agreement shall be for more than Ten Years, or shall have any Operation until the same shall have been approved of by the Board of Trade, or shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the several Companies Parties to the said Agreement shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company ; but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the said Agreement may relate, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges as they would have been in case no such Agreement had been entered into : Provided always, that the said Board shall not approve of such Agreement without being satisfied that the same has been duly assented to by the Shareholders of the several Companies Parties thereto in Special Meeting assembled for that Purpose in manner herein-after mentioned.

Appointment of Joint Committee for carrying such Agreement into effect.

43. The *North British* Railway Company on the one Part, and the Company on the other Part, may, by any such Agreement as aforesaid, appoint a Joint Committee composed of such equal Number of their Directors respectively as they may think proper, and from Time to Time may alter, vary, or renew any such Committee as occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the said Companies respectively as may be necessary for carrying into effect the Purposes of such Agreement, and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them in like Manner as the same might have been had and exercised by the said Companies respectively, or their respective Directors : Provided always, that in the event of any Difference of Opinion arising between the Members appointed by and for the said Companies composing the said Joint Committee, the same shall be determined by an Arbitrator to be appointed by such Committee, or on the Application of either Company by the Board of Trade.

Agreement may be renewed with

44. At the Expiration of any such Agreement the Company and the said other Company, with Consent in Special Meeting of the Shareholders of

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of such Companies respectively, and subject to the Approval of the Board of Trade, may enter into a further or new Agreement as aforesaid: Provided always, that before such Companies shall enter into any such further Agreement as aforesaid, they shall give Notice of their Intention to enter into such Agreement by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Three successive Weeks in some Newspaper published or circulated in the County of *Edinburgh*, and every such Notice shall set forth within what Time, and in what Manner any Company or Person aggrieved by such proposed Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade, and no such Agreement shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade.

Approval of Board of Trade.

Notice to be given of Intention to enter into new Agreement.

Agreement inoperative until approved by Board of Trade.

45. None of the said Powers and Provisions to be contained in any Agreement to be entered into under the Authority of this Act between the Company and the *North British* Railway Company shall have any Operation or Effect unless and until the Contracts or Arrangements intended to be made for such Purposes shall have been submitted to and approved of by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at Meetings of the Company, and of the *North British* Railway Company respectively specially convened for that Purpose.

Working Arrangements, &c. not to take effect unless approved of by Three Fifths of the Shareholders.

46. Such Meetings shall be called by Advertisements inserted once in each of Two successive Weeks in a Morning Newspaper published in *Edinburgh*, and in some Newspaper, if such there be, in the County or respective Counties in which the Principal Office of each of the Companies Parties to the said proposed Agreement is situate, the last of which Advertisements shall be published not less than Seven Days before such respective Meetings; and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the respective Companies, to be served in the Manner prescribed by "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Meetings how to be convened.

47. It shall also be lawful for the Company and the *North British* Railway Company from Time to Time to make and enter into any Contracts or Agreements which may by them mutually be deemed advisable for or with respect to the Use reciprocally by such of the Companies as shall be Parties to any such Agreement of their respective Lines of Railway, Stations, Offices, Watering Places, and other Accommodations thereof respectively, and for the Fixing, Apportionment, and Division of the Tolls and Profits derived from their respective Lines of Railway: Provided always, that such Agreements shall be subject to the

Traffic Arrangements between the Company and the *North British* Company.

[*Local.*]

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Assent

The Esk Valley Railway Act, 1863.

Assent of Three Fifths of the Shareholders of the respective Companies Parties thereto by their Votes in Special Meeting assembled for the Purpose, and shall be subject also to Approval by the Board of Trade.

Traffic not to be subject to more than One Six-mile Toll.

48 Under and during the Continuance in force of any Agreement entered into under the Authority of this Act it shall not be lawful to demand and take Tolls or Charges as for Six entire Miles in respect of less Distances or a less Distance, as the Case may be, than Six Miles traversed on any One or more of the Railways belonging to or leased or worked by the *North British Railway Company*, but Tolls or Charges may only be taken as for Six entire Miles in respect of Distances of less than Six Miles traversed on any Two or more of the Railways respectively belonging to or leased or worked by the Companies Parties to any such Agreement.

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

49. Nothing herein contained shall be held to exempt the Railway hereby authorized to be made from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of Accounts of Railway Companies, 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 or of the Rates for small Parcels authorized by this Act.

Security for Completion of Railway within Time limited.

50. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Two thousand one hundred and sixty Pounds, being Eight *per Centum* upon Twenty-seven thousand Pounds, the Amount of the Estimate in respect of the Railway authorized by this Act, has been deposited in the Bank, in the Name and with the Privity of the Queen's Remembrancer of the Court of Exchequer in *Scotland*, in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said Act, the said Sum of Money so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations, that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended

The Esk Valley Railway Act, 1863.

expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer; and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*: Provided that, at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum so deposited shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and the Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum so deposited, if the Company shall not, within the Time limited for the Completion of the said Railway, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money so deposited, and the Interest and Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

51. Except in so far as by this Act expressly provided and declared, the Rights, Powers, and Authorities now vested in the *North British Railway Company* by virtue of the Acts or any of them relating to such

Saving
Rights of
the North
British Rail-
way Com-
pany.

The Esk Valley Railway Act, 1863.

Company shall not be or be deemed or construed to be altered, varied, prejudiced, or diminished in any way whatever.

Expenses of
Act.

52. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, and in every way preparatory or incidental thereto, shall be paid by the Company.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1863.