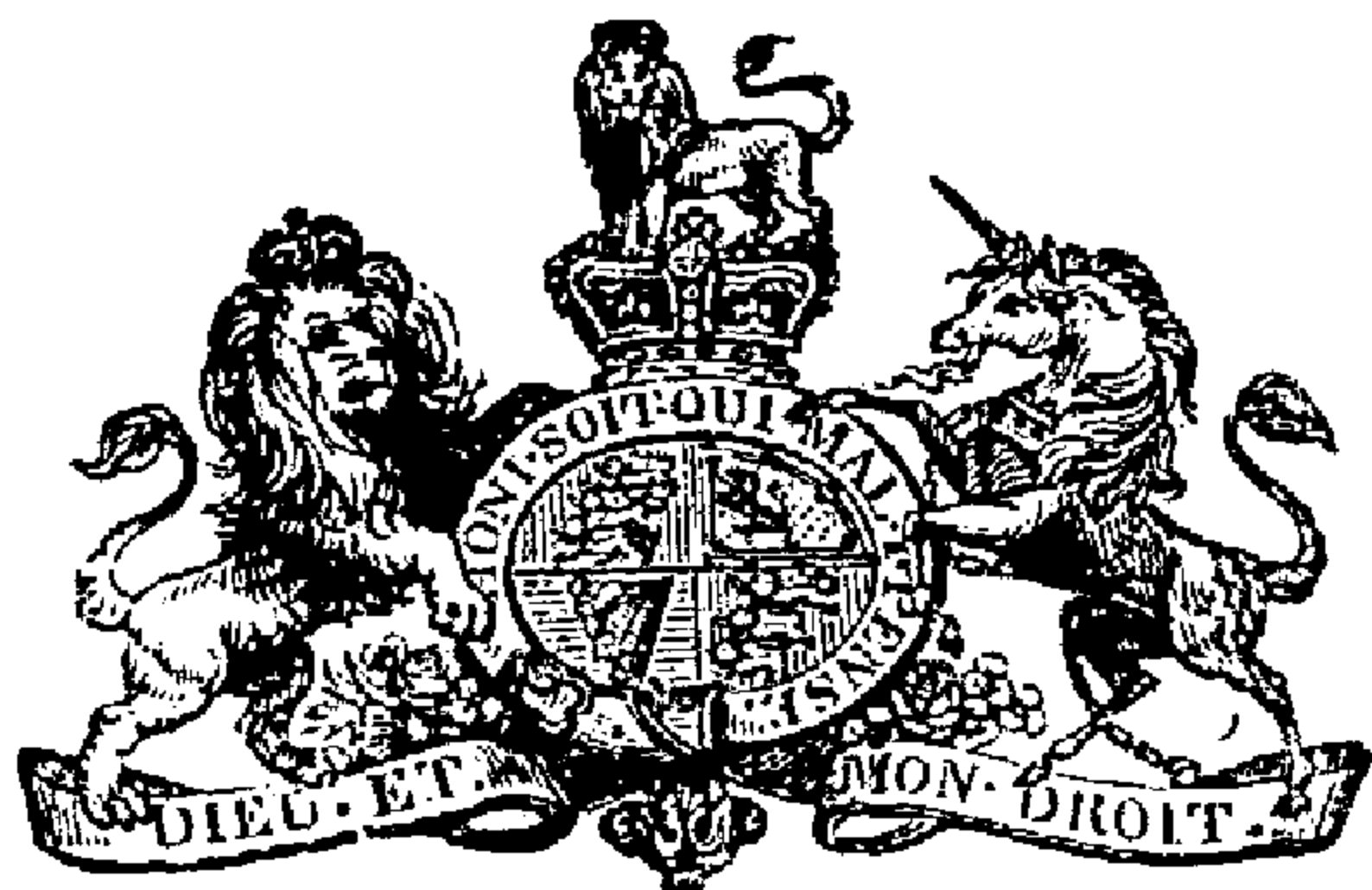


**CHAPTER cxxxii.**

An Act to transfer the Solway Junction Railway to the
Caledonian Railway Company and for other purposes.

A.D. 1895.

[6th July 1895.]

WHEREAS by the Solway Junction Railway Act 1864 the
Solway Junction Railway Company (herein-after called "the
Company") were incorporated and authorised to make and maintain
railways in the counties of Dumfries and Cumberland :

27 & 28 Vict.
c. clviii.

And whereas by the Solway Junction Railway (Deviation) Act
1865 the Company were authorised to make and maintain other
railways in substitution for portions of the railway authorised by
the Solway Junction Railway Act 1864 :

28 & 29 Vict.
c. clxxxvi.

And whereas by the before-mentioned and various other Acts
of Parliament certain powers rights and privileges have been
conferred on the Company and provisions made in relation to their
undertaking :

And whereas the Company completed and opened their railways
for traffic and the said railways have since the opening thereof been
worked by the Caledonian Railway Company (herein-after called
"the Caledonian Company") under heads of agreement scheduled
to and confirmed by the Caledonian Railway (Abandonment &c.)
Act 1869 and under an agreement scheduled to and confirmed by
the Caledonian Railway (Additional Powers) Act 1890 :

32 & 33 Vict.
c. cxxvi.53 & 54 Vict.
c. cxxxi.

And whereas under the powers in that behalf contained in the
Caledonian Railway (Solway Junction Purchase) Act 1873 the
Caledonian Company purchased and acquired that portion of the
Company's line situate between Annan Station and the junction
of the Company's line with the Caledonian Railway at Kirtlebridge
Station :

36 & 37 Vict.
c. ccxxviii.

And whereas the capital of the Company at present issued
consists of—

(A) Thirty thousand pounds three and a half per cent. first
debenture stock ;

[Price 1s. 3d.]

A.D. 1895.

36 & 37 Vict.
c. cxlv.

(B) One hundred and eight thousand one hundred and eighty-three pounds three and a half per cent. debenture stock created and issued under the powers in that behalf contained in the Solway Junction Railway Act 1873;

(c) Three hundred and twenty-eight thousand nine hundred and seventy pounds ordinary stock:

And whereas the Caledonian Company are the holders of the said thirty thousand pounds three and a half per cent. first debenture stock and of ninety-two thousand five hundred pounds of the said ordinary stock:

And whereas the interest on the debenture stock created and issued under the Solway Junction Railway Act 1873 is in arrear and the Company are unable to pay up the arrears thereof:

And whereas the railways of the Company form a means of communication between the Caledonian Railway and the system of railways in the west of Cumberland and might be worked with more advantage to the public if the same were transferred to the Caledonian Company and the Company are willing that the same should be transferred to and vested in the Caledonian Company and it is expedient that such transfer should be authorised and that the existing capital of the Company should be extinguished and new stock issued in lieu thereof and the constitution of the Company altered in manner herein-after provided:

And whereas the purposes of this Act 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. This Act may be cited as the Solway Junction Railway (Transfer) Act 1895.

Incorporation
of Acts.

2. The provisions of the Companies Clauses Consolidation Act 1845 and so far as may be necessary for the purposes of this Act of the Companies Clauses Consolidation (Scotland) Act 1845 relating to the following matters (that is to say):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The general meetings of the Company and the exercise of the right of voting by the Company;

The appointment and rotation of directors;

The powers of the directors and the powers of the Company to be exercised only in general meeting; A.D. 1895.

For affording access to the special Act by all parties interested; and Part V. of the Railways Clauses Act 1863 (relating to amalgamation) are (except where inconsistent with or expressly varied by this Act) incorporated with and form part of this Act and in construing for the purposes of this Act the portions of the Companies Clauses Consolidation Acts incorporated herewith the term "share" or "shares" or "stock" as the case may be shall be read and have effect as if the term "annuities stock" as herein-after defined were substituted therefor.

3. In this Act the several words and expressions to which meanings are assigned by the Acts partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expression "the Solway undertaking" means the railways stations works property titles revenues and the undertaking of the Company including all running powers facilities and other rights and powers exerciseable by the Company the expression "the vesting period" means the first day of July one thousand eight hundred and ninety-five the expressions "debenture stock" and "debenture stock holders" mean respectively the said one hundred and eight thousand one hundred and eighty-three pounds three and a half per centum debenture stock created and issued under the Solway Junction Railway Act 1873 and the holders thereof and their executors administrators successors and assigns the expressions "ordinary stock" and "ordinary stock holders" mean respectively the two hundred and thirty-six thousand four hundred and seventy pounds ordinary stock of the Company (being the balance of the said three hundred and twenty-eight thousand nine hundred and seventy pounds ordinary stock of the Company after deducting the said sum of ninety-two thousand five hundred pounds of the said ordinary stock held by the Caledonian Company) and the holders thereof their executors administrators successors and assigns and the expressions "annuities stock" and "annuities stock holders" mean respectively the annuities stock created under the provisions of this Act and the holders thereof their executors administrators successors and assigns.

Interpretation.

4. The Solway undertaking shall subject to the provisions of this Act and as from the vesting period be by virtue of this Act transferred to and vested in the Caledonian Company. Provided that within six months after the vesting period the Caledonian Company shall produce to the Commissioners of Inland Revenue a copy of this

Transfer of the undertaking to the Caledonian Company.

A.D. 1895.

Act printed by Her Majesty's printers and duly stamped with an ad valorem stamp duty of the same amount as would have been payable if the transfer to the Caledonian Company had been by deed of conveyance in consideration of the annuity fund after mentioned and if such copy of this Act shall not be produced as aforesaid the said ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the vesting period to the date of payment of such stamp duty shall be recoverable from the Caledonian Company with full costs of action and all costs and charges attending the same.

Application
of Railways
Clauses Act
1863.

5. The transfer and vesting of the Solway undertaking to and in the Caledonian Company shall subject to the provisions of this Act be deemed to be an amalgamation of the undertaking of the Company with the undertaking of the Caledonian Company within the meaning of Part V. (relating to amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. shall extend and apply thereto accordingly so far as the same are not inconsistent with or varied by the provisions of this Act. Provided that except as herein expressly provided nothing herein contained shall affect the provisions of the special Acts of the Company relating to the constitution of the Company and for the purposes of the said Part V. of the Railways Clauses Act 1863 as incorporated with this Act the Caledonian Company shall be deemed to be the amalgamated company and the Company shall be deemed to be the dissolved company.

Fixed
annuity to be
paid by the
Caledonian
Company.

6. In consideration for the transfer and vesting of the Solway undertaking as aforesaid the Caledonian Company shall as from the vesting period pay to the Company a perpetual annuity or yearly payment of four thousand five hundred pounds free of all deductions (except income tax) which annuity or yearly payment (herein-after called "the annuity fund") shall commence from the vesting period and shall be payable in half-yearly moieties on the first day of January and the first day of July in every year commencing on the first day of January one thousand eight hundred and ninety-six.

Caledonian
Company to
undertake
obligations
of and to in-
demnify the
Company.

7. As from the vesting period the Caledonian Company shall undertake all the obligations of the Company and shall subject as in the next succeeding section provided bear and pay all public and parochial burdens in respect of the Solway undertaking and all assessments and charges whatsoever attending or exigible or arising out of the ownership or occupation or working of the Solway undertaking except income tax exigible in respect of the annuity fund and shall at all times save harmless and indemnify the Company

in respect of all statutory obligations and of all public and parochial burdens and all assessments and charges whatsoever as aforesaid. A.D. 1895.

8. All credit sums revenues receipts and moneys in the hands of the Company and accruing due to them in respect of the Solway undertaking up to the vesting period shall belong to the Company and the Company shall pay and discharge all outgoings and liabilities lawfully payable by the Company in respect of the Solway undertaking up to such period and shall remain liable for and fulfil all continuing pecuniary obligations and liabilities if any presently affecting the Solway undertaking other than statutory obligations and other than the public and parochial burdens and the assessments and charges respectively referred to in the last preceding section and shall at all times save harmless and indemnify the Caledonian Company in respect of all such outgoings obligations and liabilities.

Company to receive all sums due and to discharge liabilities up to the vesting period.

9. As from the vesting period the said sum of thirty thousand pounds three and a half per centum first debenture stock in the Company and the said sum of ninety-two thousand five hundred pounds ordinary stock in the Company respectively held by the Caledonian Company shall be cancelled and extinguished subject to the payment by the Company of all interest due on the said sum of thirty thousand pounds three and a half per centum first debenture stock up to the vesting period.

Extinguishment of stock held by the Caledonian Company in the Company.

10. The Company as from the vesting period shall be deemed to have a charge on the undertaking of the Caledonian Company in respect of the annuity fund and in respect of such charge shall be entitled from time to time to sue the Caledonian Company in any court of competent jurisdiction and to take all such competent proceedings which the Company may deem necessary or expedient for securing and recovering the annuity fund or any balance thereof which may at any time be unpaid.

Power to Company to enforce payment of annuity fund.

11. The receipt under the seal of the Company or under the hand of two of their directors and in each case countersigned by the secretary of the Company for all moneys from time to time paid by the Caledonian Company in respect of the annuity fund shall be sufficient discharge to the Caledonian Company for all moneys so paid by them.

Receipt of two directors of the Company a sufficient discharge to the Caledonian Company.

12. The Company shall within three months after the passing of this Act create a stock to be called "Solway Railway (Caledonian guaranteed) three per cent. annuities stock" and shall allocate the

Creation of annuities stock.

A.D. 1895. annuities stock among the debenture stock holders and the ordinary stock holders in the manner following (that is to say):—

(A) A sum of eighty-three thousand eight hundred and forty-two pounds of annuities stock among the debenture stock holders at the rate of seventy-seven pounds ten shillings of annuities stock for every one hundred pounds of debenture stock in the Company;

(B) A sum of sixty-five thousand and thirty pounds of annuities stock among the ordinary stock holders of the Company at the rate of twenty-seven pounds ten shillings of annuities stock for every one hundred pounds of ordinary stock in the Company:

And on creation of the annuities stock the whole of the debenture stock and ordinary stock and all the unexercised powers of the Company for creating and issuing capital and borrowing money shall be and are hereby cancelled and extinguished.

Annuities
stock to in-
clude arrears
of interest on
debenture
stock.

13. The annuities stock so to be allocated among the debenture stock holders shall include and be in full satisfaction and discharge of all arrears of interest on the debenture stock up to and inclusive of the thirtieth day of June one thousand eight hundred and ninety-five. Provided nevertheless that nothing herein contained shall take away the right of the debenture stock holders to payment of such an amount of interest for the half year ending the thirtieth day of June one thousand eight hundred and ninety-five as the balance of the net revenue of the Company for that half year after payment of interest on the first debenture stock will permit.

Annuities
stock not to
be issued for
fractional
parts of a
pound.

14. No annuities stock shall be issued for any fractional part of a pound and no such stock shall be transferred so as to create a fractional part of a pound but in every case in which any debenture stock holder or ordinary stock holder would but for this enactment have become entitled to have allocated to him a fractional part of a pound of annuities stock the Company may at their option receive from such stock holder such further sum in cash as will make up an even pound or pay to such stock holder in cash the amount of such fractional part.

Application
of annuity
fund.

15. The annuity fund shall be applied and apportioned in each year by the Company as to four thousand four hundred and sixty-six pounds three shillings and twopence part thereof in payment of interest or dividend on the annuities stock at the rate of three per centum per annum and the balance of thirty-three pounds sixteen shillings and tenpence thereof towards payment of the establishment expenses of the Company or in such other manner as the Company may from time to time think fit.

16. The interest or dividend on annuities stock shall commence and accrue from the first day of July one thousand eight hundred and ninety-five and shall become payable by the Company to the annuities stock holders in equal half-yearly moieties on the first day of February and the first day of August in each year and the first half-yearly payment shall be made on the first day of February one thousand eight hundred and ninety-six.

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Interest on
annuities
stock.

17. The Company shall at their own expense grant and issue to every person entitled to annuities stock or his executors administrators successors or assigns on delivery to the Company of the certificate of the debenture stock or ordinary stock held by him or on production of other evidence reasonably satisfactory to the Company of the interest held by him in debenture stock or ordinary stock as the case may be a certificate of annuities stock in the form in the First Schedule to this Act or to the like effect for the amount of annuities stock to which he is entitled under the provisions of this Act which certificates shall be under the common seal of the Company and countersigned by a director.

Certificates
to be granted.

18. If any money is payable to the holder of any annuities stock being a minor idiot or lunatic the receipt of his guardian committee curator or curator bonis shall be a sufficient discharge to the Company.

Receipts of
minors &c.

19. The annuities stock allocated under the provisions of this Act shall in all respects be substituted for the debenture stock or ordinary stock of the Company and the several persons to whom any annuities stock shall be allocated under this Act shall be possessed thereof respectively upon the same trusts and subject to the same powers provisions charges and liabilities as those upon which and to which their respective debenture stock or ordinary stock for which such annuities stock is substituted were held and subject on the date at which such annuities stock was created and so as to give effect to and not to revoke any testamentary or other disposition of or affecting the same Every testamentary or other disposition made before the creation of the annuities stock of or affecting the debenture stock or ordinary stock of the Company shall take effect with respect to the whole or a proportionate part as the case may be of the annuities stock substituted therefor.

Substitution
of annuities
stock for
debenture
and ordinary
stock.

20. The annuities stock holders shall as from the allocation of the annuities stock as aforesaid and for all purposes of the Company stand in the place of and be substituted for the ordinary stock holders and shall have the like powers as to voting and other

Annuities
stock holders
to represent
ordinary
stockholders.

A.D. 1895. matters at general meetings of the Company as the ordinary stock holders had at the passing of this Act.

Caledonian
directors of
the Company
to cease to be
directors.

21. On the passing of this Act or from the date of the vesting period whichever shall last happen the three directors on the board of the Company representing and nominated by the Caledonian Company shall cease to be directors of the Company and the directors of the Company elected by the ordinary stock holders in office at the date of the passing of this Act or the vesting period as the case may be shall continue in office until the first ordinary general meeting of the Company to be held after the passing of this Act and shall subject to the provisions of this Act have and may exercise all the powers conferred on directors by the Acts relating to the Company and the Acts incorporated therewith.

Future
directors of
the Com-
pany.

22. The number of directors of the Company shall as from the first ordinary meeting of the Company after the passing of this Act be such a number being not less than three nor more than four as the Company may in general meeting from time to time determine and the qualification of a director shall be the possession in his own right of three hundred pounds in annuities stock of the Company.

Ordinary
meetings.

23. The first ordinary meeting of the Company after the passing of this Act shall be held within three months after the passing thereof and the subsequent ordinary meetings of the Company shall be held half-yearly in the months of January and July in every year.

Quorum at
ordinary
meetings.

24. The quorum of general meetings of the Company shall be ten annuities stock holders present personally or by proxy holding in the aggregate not less than six thousand pounds in annuities stock.

Election of
directors at
first ordinary
meeting.

25. At the first general meeting of the Company after the passing of this Act the annuities stock holders present personally or by proxy shall (subject to the power herein-before contained of varying the number) determine the future number of directors of the Company and may either continue in office the existing elected directors or any of them or may elect a new body of directors or directors to supply the places of those not continued in office or any of them and may elect a director or directors to fill any vacancy or vacancies on the board the existing elected directors being eligible as members of such new board.

For the pro-
tection of the
Postmaster-
General.

26. Nothing in this Act shall be deemed either to impose upon the Postmaster-General the obligation of transmitting under the

A.D. 1895.

provisions of the Telegraph Act 1868 or any agreement between the Postmaster-General and the Caledonian Company made in pursuance thereof any larger number of telegraphic messages of the Caledonian Company free of charge than he would have been bound to transmit had this Act not become law or to authorise the Postmaster-General by himself or his agents to place and maintain without the consent of the Caledonian Company telegraphic lines in under upon along over or across the Solway Junction Railway to any greater extent than the Postmaster-General is at present entitled to place and maintain such telegraphic lines in virtue of an agreement entered into between the Company and the Right Honourable Henry Cecil Raikes Member of Parliament Her Majesty's Postmaster-General for the time being dated the first day of March one thousand eight hundred and eighty-nine.

In this section the expression "telegraphic line" has the same meaning as in the Telegraph Act 1878.

27. From and after the passing of this Act the following provisions shall apply and have effect :—

Powers to
the North
British
Railway
Company
and the
Caledonian
Company.

(1) The North British Railway Company (herein-after called "the North British Company") may run over and use with their engines carriages and waggons officers and servants for the purposes of traffic of every description the railways of the Solway undertaking or any part thereof and the stations watering places works and conveniences upon and connected with the said railways and that upon such terms as may in case of difference be fixed by an arbitrator to be appointed by the Board of Trade :

(2) In respect of traffic to from or beyond the railways of the North British Company conveyed by them over the railways of the Solway undertaking or any part thereof the North British Company shall not be liable to pay higher rates or fares per mile than the Caledonian Company after the transfer to them of the undertaking of the Company under the authority of this Act are themselves charging on the railways of the Solway undertaking for the same description of traffic to from or beyond the railways of the Caledonian Company between the same places or districts or for like distances under analogous circumstances :

(3) The hours of arrival and departure of the trains run by the North British Company shall in case of difference be fixed by an arbitrator to be appointed by the Board of Trade :

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- (4) The North British Company shall in the use of the railways of the Solway undertaking be subject to the byelaws and regulations for the time in force of the Caledonian Company :
- (5) The Caledonian Company shall give to the North British Company in respect of all traffic passing or destined or directed to pass to from over or beyond the railways of the North British Company from to over or beyond and via the railways of the Solway undertaking all such facilities as are usual or useful for the convenient working or development of railway traffic including among other things through booking through tickets and invoices and so far as reasonably required through carriages and waggons and conveniently timed and arranged trains whether ordinary or special as the case may require for the reception forwarding transmission conveyance and delivery of such traffic and shall accommodate manage and forward such traffic and give such facilities including ordinary waiting for trains as effectually regularly and expeditiously as if it were their own proper traffic or traffic which they were desirous of cultivating to the utmost and shall not give any preference priority or advantage over it to any other traffic :
- (6) The Caledonian Company shall forward all traffic tendered to them by the North British Company over such portion of the railways of the Solway undertaking as may from time to time be directed by the North British Company and all traffic consigned as to be conveyed by the Caledonian Company or the North British Company as the case may be by any route of the North British Company shall be sent by such consigned route :
- (7) In respect of traffic to from over or beyond the railways of the North British Company passing over the railways of the Solway undertaking or any part thereof the Caledonian Company shall not be entitled to exact higher rates or fares per mile than the Caledonian Company are themselves charging on the railways of the Solway undertaking for the same description of traffic to from or beyond the railways of the Caledonian Company between the same places or districts or for like distances under analogous circumstances :
- (8) If the Caledonian Company grant or afford to any other company or companies or if the Caledonian Company themselves adopt in respect of traffic using the railways of the Solway undertaking or any part thereof greater facilities and advantages in respect of rates and fares or otherwise than are hereinbefore granted or intended to be granted to the North British

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Company they shall grant and afford the same facilities and advantages to the North British Company :

(9) In the event of the Caledonian Company applying to Parliament in any of the next five sessions for a Bill or Bills for the construction of a railway from the railway of the Solway undertaking at or near Bowness to the railway of the North British Company at or near Port-Carlisle it shall not be lawful for the North British Company to oppose directly or indirectly any such application for such Bill or Bills excepting for the purpose of securing the insertion therein of proper provisions in respect of the junction or junctions with their railway and in the event of the North British Company applying to Parliament in any of the next five sessions thereafter for a Bill or Bills for the construction of a railway from the railway of the North British Company from or near Port-Carlisle to the railway of the Solway undertaking at or near Bowness it shall not be lawful for the Caledonian Company or the Company to oppose directly or indirectly any such application for such Bill or Bills excepting for the purpose of securing the insertion therein of proper provisions in respect of the junction or junctions with the railway of the Solway undertaking :

(10) In the event of the Caledonian Company or the Company hereafter constructing a railway from the railways of the Solway undertaking at or near Bowness to the railway of the North British Company at or near Port-Carlisle the whole provisions of this section in favour of the North British Company shall apply to such new railway :

(11) The Caledonian Company may run over and use with their engines carriages and waggons officers and servants for the purposes of conveying traffic of every description between Silloth on the one hand and stations on the railway of the Solway undertaking north of Kirkbride and also Annan and stations on the Caledonian Railway north of a line drawn due east and west from Gretna on the other hand so much of the Carlisle and Silloth Bay Railway of the North British Company as lies between the Abbey Junction of the railway of the Solway undertaking with the Carlisle and Silloth Bay Railway and Silloth or any part thereof and the stations watering-places works and conveniences upon and connected with such portion of the Carlisle and Silloth Bay Railway and that upon such terms as may in case of difference be fixed by an arbitrator to be appointed by the Board of Trade and the provisions of subsections (2) (3) (4) (5) (6) (7) (8) and (13) of this section shall

A.D. 1895.

mutatis mutandis apply to such traffic of the Caledonian Company as if the Caledonian Company were named in such sub-sections throughout in place of the North British Company and the North British Company were named therein in place of the Caledonian Company and as if the words "so much of the " Carlisle and Silloth Bay Railway of the North British " Company as lies between the Abbey Junction of the railway " of the Solway undertaking with the Carlisle and Silloth Bay " Railway and Silloth " were substituted in such sub-sections for the words "the railways of the Solway undertaking":

(12) Nothing contained in this section shall authorise the North British Company to carry or interfere with any traffic arising and terminating on the railways of the Caledonian Company (including the railways of the Solway undertaking) from or to places to or from which the North British Company do not compete or have the right to compete nor the Caledonian Company to carry or interfere with any traffic arising and terminating on the railways of the North British Company from or to places to or from which the Caledonian Company do not compete or have the right to compete:

(13) Any difference or differences which shall arise between the North British Company and the Caledonian Company or the Company as the case may be as to the true intent and meaning of any of the enactments contained in this section or as to anything which ought or ought not to be done under the same or in any way in consequence of the same shall be settled by an arbitrator to be appointed by the Board of Trade.

For protection of
Glasgow
and South
Western
Railway
Company.

28. Section 28 of the Caledonian Railway (Abandonment &c.) Act 1869 and section 30 of the said Act so far as such last-mentioned section relates to the Glasgow and South Western Railway Company (herein-after called "the Glasgow and South Western Company") shall be and are hereby repealed as from and after the vesting period and the following provisions for the protection of the Glasgow and South Western Company shall apply and have effect:—

(1) The Caledonian Company shall give to the Glasgow and South Western Company in respect of all traffic passing or destined or directed to pass to from over or beyond the railways of the Glasgow and South Western Company from to over or beyond and viâ the railways of the Solway undertaking all such facilities as are usual or useful for the convenient working or development of railway traffic including among other things

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—

through bookings through tickets and invoices and so far as reasonably required through carriages and waggons and conveniently timed and arranged trains whether ordinary or special as the case may require for the reception forwarding transmission conveyance and delivery of such traffic and shall accommodate manage and forward such traffic and give such facilities including ordinary waiting for trains as effectually regularly and expeditiously as if it were their own proper traffic or traffic which they were desirous of cultivating to the utmost and shall not give any preference priority or advantage over it to any other traffic :

(2) The Caledonian Company shall forward all traffic tendered to them by the Glasgow and South Western Company over such portion of the railways of the Solway undertaking as may from time to time be directed by the Glasgow and South Western Company and all traffic consigned as to be conveyed by the Caledonian Company or the Glasgow and South Western Company as the case may be by any route of the Glasgow and South Western Company shall be sent by such consigned route :

(3) In respect of traffic to from over or beyond the railways of the Glasgow and South Western Company passing over the railways of the Solway undertaking or any part thereof the Caledonian Company shall not be entitled to exact higher rates or fares per mile than the Caledonian Company are themselves charging on the railways of the Solway undertaking for the same description of traffic to from or beyond the railways of the Caledonian Company between the same places or districts or for like distances under analogous circumstances :

(4) If the Caledonian Company grant or afford to any other company or companies or if the Caledonian Company themselves adopt in respect of traffic using the railways of the Solway undertaking or any part thereof greater facilities and advantages in respect of rates and fares or otherwise than are herein-before granted or intended to be granted to the Glasgow and South Western Company they shall grant and afford the same facilities and advantages to the Glasgow and South Western Company :

(5) The Glasgow and South Western Company shall afford to the Caledonian Company all such and the like facilities in respect of traffic passing or destined or directed to pass to from over or beyond the railways of the Solway undertaking from to over or beyond and viâ the railways of the Glasgow and South

A.D. 1895.

Western Company north of Annan as are by this Act provided and secured to the Glasgow and South Western Company:

(6) In the event of the Caledonian Company or the company hereafter constructing a railway from the railways of the Solway undertaking at or near Bowness to the railway of the North British Railway Company at or near Port-Carlisle the whole provisions of this section in favour of the Glasgow and South Western Company shall apply to such new railway:

(7) Any difference or differences which shall arise between the Glasgow and South Western Company and the Caledonian Company as to the true intent and meaning of any of the enactments contained in this section or as to anything which ought or ought not to be done under the same or in any way in consequence of the same shall be settled by an arbitrator to be appointed by the Board of Trade:

(8) The agreement dated the tenth twelfth and twenty-third October one thousand eight hundred and ninety-four between the Glasgow and South Western Company and the Company as set forth in the Second Schedule to this Act shall have the same force and effect for and against the Glasgow and South Western Company and the Caledonian Company respectively as if the Caledonian Company were named therein instead of the Company and shall remain in force in perpetuity Provided that the sum if any to be paid by the Caledonian Company to the Glasgow and South Western Company for the use of the portion of their railway between Annan Junction and Annan Station and the sum to be paid by way of rent for the use of Annan Station and the conveniences specified in the said agreement from and after the tenth day of August one thousand nine hundred and ten shall failing agreement be from time to time fixed by arbitration as herein-before provided.

Saving the
rights of the
Maryport
and Carlisle
Railway
Company.

29. Nothing in this Act contained shall alter prejudice or affect the rights of the Maryport and Carlisle Railway Company under the provisions of an agreement made the fourteenth day of January one thousand eight hundred and sixty-seven between the Maryport and Carlisle Railway Company of the one part and the Company of the other part and set forth in the schedule to the Solway Junction Railway Act 1867 and the said agreement shall continue in force notwithstanding the passing of this Act. Provided that from the vesting period the said agreement shall be read and have effect as if the Caledonian Company were named therein throughout in place of the Company.

30. Nothing in this Act contained shall exempt the Caledonian Company or the Solway undertaking from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by the Acts relating to the Solway undertaking and the Caledonian Company.

A.D. 1895.

Provision as
to general
Railway
Acts.

31. All costs charges and expenses of and incidental to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company and the Caledonian Company in equal moieties.

Expenses of
Act.

A.D. 1895.

SCHEDULES.THE FIRST SCHEDULE.SOLWAY RAILWAY (CALEDONIAN GUARANTEED) THREE PER
CENT. ANNUITIES STOCK.

No.

This is to certify that A.B. [*name address and designation*] is the proprietor of [*state amount*] of Solway Railway (Caledonian Guaranteed) three per cent. annuities stock created under the provisions of the Solway Junction Railway (Transfer) Act 1895 and is entitled to receive from the Solway Junction Railway Company interest or dividend payable in equal moieties half-yearly on the first day of February and the first day of August at the rate of three per centum per annum on such stock.

Dated this day of 18 .

Director.

L.S.

THE SECOND SCHEDULE.

MEMORANDUM of AGREEMENT between the Glasgow and South Western Railway Company (herein-after called "the first party") and the Solway Junction Railway Company (herein-after called "the second party").

The parties hereto have agreed and do hereby agree and bind themselves and their successors to each other as follows viz. :—

First The second party shall on the execution of these presents abandon the application at present depending at their instance against the Caledonian

A.D. 1895.

Railway Company and the first party before the court of the Railway and Canal Commission each party paying their own costs and both parties shall concur in a joint minute to be lodged in the process before the First Division of the Court of Session withdrawing the appeal at the instance of the first party and finding neither party entitled to expenses. And it is hereby agreed that on said last-mentioned proceedings being taken out of court the first party shall pay to the second party a sum of fifty pounds in name of expenses.

Second The second party or the company for the time being working the railways of the second party including Shawhill Branch shall be entitled to run over and use with their engines carriages and coaching vehicles for passenger and coaching traffic that portion of the railway of the first party lying between Annan Junction and Annan Station free of charge or toll and to run thereon such number of engines carriages and coaching vehicles for said passenger and coaching traffic as shall be sufficient and so timed as properly to accommodate and develop the traffic of the railway of the second party as part of a continuous line of railway communication between places on the railway of the first party north of Annan and places on the railway of the second party and on the Maryport and Carlisle Railway the Furness the late Whitehaven and Furness Junction the late Whitehaven Junction the Whitehaven Cleator and Egremont and the late Cockermouth and Workington Railways respectively (such five last-mentioned railways being herein-after referred to as the Cumberland Railways) and as in case of difference shall be settled by arbitration in manner herein-after provided.

Third The second party or the company for the time being working the railway of the second party shall further be entitled to have the use of Annan Station and the conveniences there for the foresaid passenger and coaching traffic including the services so far as necessary for the purposes of and in connexion with such traffic of the servants of the first party at their said station the second party paying therefor during the continuance of this agreement to the first party the sum of fifty pounds per annum by way of rent for the use of said station and conveniences including as aforesaid provided always that in the use of the said station the second party or the company for the time being working the railway of the second party shall in all respects observe and abide by the byelaws rules and regulations for the time being in force of the first party and shall be subject to the control and management of the first party and their officers but so as not to preclude the second party or the company for the time being working the railway of the second party from having the fair and reasonable use of the said station for the said traffic under this agreement and the said rent shall be payable by the second party to the first party in half-yearly payments from and after the commencement of the exercise of the powers hereby conferred on the second party or the company for the time being working the railway of the second party with interest on each half-yearly payment at the rate of five per cent. per annum from the time the same shall fall due until payment.

Fourth The foresaid passenger and coaching traffic shall be exchanged between the first party and the second party or the company for the time

A.D. 1895.

being working the railway of the second party at Annan Station aforesaid but in the event of the second party wishing through carriages the first party shall work such through carriages to such an extent and on such terms and conditions including the tolls rates and charges payable by the second party to the first party as shall be agreed on or failing agreement as shall be determined by the arbitrator after mentioned. The said exchange of passenger and coaching traffic to be made as between friendly railway companies so as to develop the Solway Junction Railway as part of a continuous line of railway between the railways of the first party and the Solway Junction Railway the Maryport and Carlisle Railway and the Cumberland Railways.

Fifth. All charges and costs incurred and to be incurred by the second party and for which they are liable in respect of the maintenance of Annan Junction and the whole works or any portion thereof in connexion therewith shall continue to be borne and paid as heretofore by the second party.

Sixth. All disputes and differences arising under this agreement shall be settled by arbitration. The arbitrator hereunder shall be Sir Henry Oakley general manager of the Great Northern Railway whom failing an arbitrator to be appointed by the Board of Trade on the application of either party hereto.

Seventh. This agreement shall continue in force and endure from the date of the commencement of the exercise of the powers hereby conferred upon the second party until the eighth day of August one thousand nine hundred and ten but may be renewed for such further period as may be agreed upon. In witness whereof these presents written upon this and the two preceding pages of stamped paper by David Walker Watt clerk at Glasgow to the said Glasgow and South Western Railway Company are executed in duplicate by the parties hereto as follows viz. they are sealed with the common or corporate seal of the said Solway Junction Railway Company and subscribed by John Musgrave and John Morrison Stobart two of the directors and Horace Foster Tahourdin secretary all of and for and on behalf of the said Solway Junction Railway Company as follows viz. they are subscribed by the said John Musgrave at Whitehaven on the tenth day of October eighteen hundred and ninety-four before these witnesses Thomas Machell bank manager residing at Queen Street Whitehaven and William Thomas Craig bank accountant residing at Hamilton Terrace Whitehaven and they are sealed and subscribed by the said John Morrison Stobart and Horace Foster Tahourdin at Westminster London on the twelfth day of said month of October and year last above mentioned before these witnesses Alfred Francis Slade accountant and John Bishop Hussey clerk both at seventeen Victoria Street Westminster London and they are also sealed with the common or corporate seal of the said Glasgow and South Western Railway Company and subscribed by David Guthrie calico printer Glasgow and James Finlayson manufacturer Johnstone two of the directors and Frank Heys Gillies secretary all of and for and on behalf of the said Glasgow and South Western Railway Company all at Glasgow on the twenty-third day of said month of October and year last mentioned before these

[58 & 59 VICT.]

Solway Junction Railway
(*Transfer*) Act, 1895.

[Ch. cxxxii.]

witnesses David Cooper general manager of the said Glasgow and South Western Railway Company and John Anderson Mackenzie writer Glasgow. A.D. 1895.

DAVID GUTHRIE Director.
JAS. FINLAYSON.
F. H. GILLIES Secretary.
DAVID COOPER Witness.
J. A. MACKENZIE Witness.

The Seal of
the Glasgow and
South Western
Railway
Company.

JOHN MUSGRAVE Director.
J. M. STOBART Director.
H. F. TAHOURDIN Secretary.
THOS. MACHELL Witness.
W. T. CRAIG Witness.
ALF. F. SLADE Witness.
JOHN B. HUSSEY Witness.

The Seal
of the
Solway Junction
Railway
Company.

Printed by EYRE and SPOTTISWOODE,

FOR

T. DIGBY FIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

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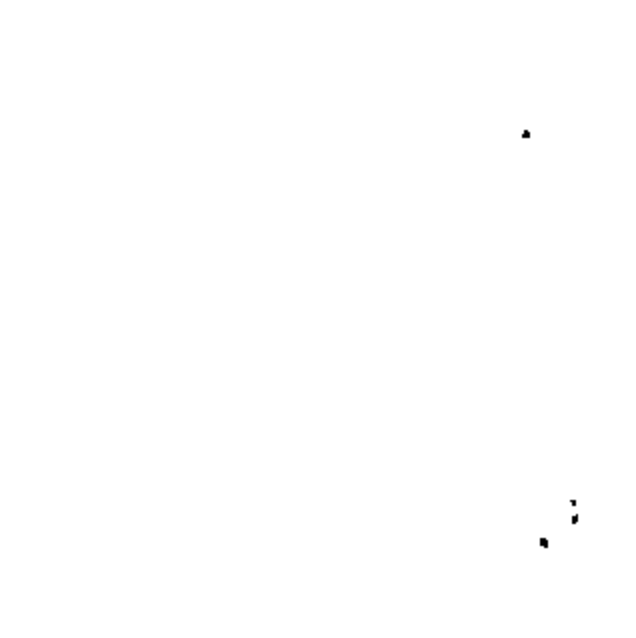
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