



ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

Cap. clxi.

An Act for making a Railway from the City of *Perth*, by *Stirling*, to the *Edinburgh and Glasgow* Railway, to be called *The Scottish Central Railway*. [31st July 1845.]

WHEREAS the making a Railway from the City of *Perth*, by *Stirling*, to the *Edinburgh and Glasgow* Railway would be of great public Advantage: And whereas the Persons herein-after named are willing, at their own Expence, to carry such Undertaking into execution; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the several Acts of Parliament following, (that is to say,) the Companies Clauses Consolidation (*Scotland*) Act, One thousand eight hundred and forty-five, the Lands Clauses Consolidation (*Scotland*) Act, One thousand eight hundred and forty-five, and the Railway Clauses Consolidation (*Scotland*) Act, One thousand eight hundred and forty-five, shall, so far as not otherwise provided by this Act, be incorporated with and form Part of this Act.

Incorporation of 8 & 9 Vict. cc. 17. 19. and 33. with this Act.

[Local.]

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II. And

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 *Scottish Central Railway Act*, One thousand eight hundred and forty-five."

Subscribers incorporated.

III. And be it enacted, That the Most Honourable *John Marquess of Breadalbane*, Major *William Moray Stirling*, the Right Honourable *James Viscount Strathallan*, the Right Honourable *John Lord Rollo*, the Right Honourable *George Ralph Lord Abercromby*, the Honourable *William Henry Drummond*, Sir *Patrick Murray Threipland* Baronet, Sir *James Ramsay* Baronet, Sir *John William Pitt Muir Mackenzie* Baronet, Sir *David Dundas* Baronet, *Charles Graham Sidey*, Lord Provost of the City of *Perth*, *Alexander Hepburn Murray Belshes*, *Laurence Oliphant*, *William Murray*, *John Stewart Hepburn*, *Alexander Campbell*, Lieutenant Colonel *Thomas Dundas*, *James Meliss Drummond Nairne*, *John Campbell Colquhoun*, *Alexander Monteath*, *Archibald Butter*, Lieutenant Colonel *David Graham*, *James Blair Oliphant*, *Joseph Murray*, *Patrick Small Keir*, *James Johnstone*, *Robert Speir*, *Robert Bruce*, *Henry Fletcher Campbell*, *Robert Clerk Rattray*, *William Laurence Colquhoun*, *George Drummond Stewart*, *George Mercer*, Major *George Drummond Graeme*, *Anthony Murray*, *Archibald Turnbull*, *Alexander Wilson*, *George Galbraith*, Provost of *Stirling*, *Andrew Murray*, *Robert Adams*, Provost of *Falkirk*, *Archibald Burns*, *David Craigie*, *John Brown*, *George Buchanan*, *Patrick Keir*, *William Peddie*, *James Gillespie Graham*, *Alexander M'Laurin*, *John Murray*, *James Condie*, *Robert Sangster*, *William Sandeman Turnbull*, 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 foresaid Railway, with proper Works and Conveniences belonging thereto, according to the Provisions of the said recited Acts and of this Act, and for other the Purposes herein and in the said recited Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Scottish Central Railway Company*," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the recited Acts contained.

Capital.

IV. And whereas the estimated Expence of making the said Railway is Eight hundred and fifty thousand Pounds; be it enacted, That the Capital of the Company shall be Eight hundred and fifty thousand Pounds.

Number and Amount of Shares.

V. And be it enacted, That the Number of Shares into which the Capital shall be divided shall be Thirty-four thousand, 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 Shareholders, and Three 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 Sums not exceeding in the whole the Sum of Two hundred and eighty-three thousand three hundred and thirty Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Eight hundred and fifty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Power to borrow Money.

VIII. And be it enacted, That it shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such 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 Ten thousand Pounds in the whole.

Arrears to be enforced by Appointment of a Judicial Factor.

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

Quorum for General Meetings.

X. 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.

Number and Qualification of Directors.

XI. 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 Nine.

Power to vary the Number of Directors.

XII. And be it enacted, That Major *William Moray Stirling*, *William Murray*, *John Murray*, *Laurence Oliphant*, *George Buchanan*, *Robert Bruce*, *Alexander Downie*, *Charles Graham Sidey*, *William Peddie*, *John Stirling*, *John Masterman junior*, and *Archibald Turnbull* shall be the first Directors of the Company.

First Directors.

XIII. 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 the 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.

Directors to continue in Office until First Ordinary Meeting.

XIV. And be it enacted, That the Quorum of a Meeting of Directors shall be Five.

Quorum of Directors.

XV. And

Committees
of Directors.

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

Power to
make Rail-
way accord-
ing to depo-
sited Plans.

XVI. And whereas Plans and Sections of the Railway showing the Line and Levels thereof, and also Books of Reference containing the Names of the Owners and Lessees or reputed Owners and Lessees and Occupiers of the Lands through which the same is intended to pass, have been deposited at the respective Offices of the Sheriff Clerks of the Counties of *Perth*, *Stirling*, *Dumbarton*, *Clackmannan*, and *Kinross*; be it enacted, That, subject to the Provisions in this and the said recited Acts contained, it shall be lawful for the said Company to make and maintain the said Railway 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 such Purpose.

Line of the
Railway.

XVII. And be it enacted, That the said Railway shall commence at or near the City of *Perth*, and shall pass by the Town of *Stirling*, and shall terminate by joining the *Edinburgh and Glasgow* Railway at one or other or both of Two Points, one thereof at or near to *Greenhill* in that Part of the Parish of *Falkirk* annexed *quoad sacra* to the Parish of *Denny*, and the other thereof at or near to the *Falkirk* Station of the said *Edinburgh and Glasgow* Railway.

Restricting
the Forma-
tion of the
Line to a
Point One
hundred
Yards South
of the Prison
at Perth.

XVIII. And whereas on the Plans and Sections of the Railway deposited as herein mentioned the Line of Railway is made to terminate on the Eastern Portion of the *South Inch* of *Perth*: And whereas several other Lines of Railway are projected and proposed to terminate on the same Spot, and Differences of Opinion exist as to the Eligibility of the said Spot for a Terminus, and it is expedient that the Consideration of the said Subject should be postponed; be it therefore enacted, That it shall not be lawful to the Company to exercise or put in force any of the Powers hereby vested in them as respects that Portion of the Line of Railway hereby authorized to be made which lies to the North of a Point One hundred Yards to the South of the South Side of the General Prison at *Perth*.

For Protec-
tion of the
Mansion
House of
Bantaskine.

XIX. Provided always, and be it enacted, That if in the Formation or Repair of the said Railway through the Lands of *Bantaskine* or *Glenfuir*, the reputed Property of the Union Canal Company, the Leaden Pipe or Pipes conveying Water to the Mansion House of *Bantaskine*, and to the Offices, Hothouse, and Greenhouse thereof, the reputed Property of *Thomas Campbell Hagart* Esquire, shall be cut through, injured, or interrupted, the Company shall be bound, at their Expence, forthwith well and sufficiently to renew, restore, or repair such Pipe or Pipes, so that the Supply of Water to the said Mansion House, Offices, Hothouses, and Greenhouse shall be preserved and secured against all Operations of the Company to the like Extent in Quantity and Force of Flow at least as at present; and the Company shall be bound after the said Railway has been formed
to

to repair the said Pipes whenever the same are injured by the Operations of the Company, and likewise to afford to the said *Thomas Campbell Hagart*, and his Successors in the Estate of *Bantaskine*, Access thereto on all necessary Occasions for the Inspection and Repair thereof, and also to indemnify the said *Thomas Campbell Hagart*, or his said Successors, for whatever Damage shall arise in consequence of the Water supplying the said Mansion House, Offices, Hothouse, and Greenhouse being stopped, cut off, or impaired by means of the said Railway, and also to free and relieve the said *Thomas Campbell Hagart*, and his said Successors, of any Obligations they may be under for any Damage that may arise to the Lands of *Bantaskine* and *Glenfuir*, the reputed Property of the Union Canal Company, in consequence of any Operations of the Company necessary to maintain the Supply of Water to the said Mansion House, Offices, Hothouse, and Greenhouse.

XX. And whereas the Railway is to be carried on the Surface of the *Shore Road* in the Royal Burgh of *Stirling*, numbered Forty-five in the Parish of *Stirling*; be it enacted, That the Company shall construct and in all Times maintain in good and sufficient Repair a proper Way or Bridge over the Railway, with convenient Accesses thereto, for the Use of Foot Passengers, on the West Side of the said Road, and at a Distance not exceeding Five Yards therefrom, which Way or Bridge shall have an Ascent thereto on either Side by a convenient Stair, and shall have a good and sufficient Railing on each Side thereof, and on each Side of the said Stairs, of not less Height than Four Feet, and shall have a clear Space between such Railings of not less than Seven Feet; and if any Question shall arise as to the Construction of the said Way or Bridge, or as to the Repairs necessary to be made on the same or the Accesses thereto, such Question shall be determined by the Sheriff, on the Application of any Owner of Lands or Houses within the said Royal Burgh of *Stirling*, and the Sheriff may give such Directions as to the Construction and Repairs of such Way or Bridge and Accesses as he shall think fit; and in the event of the Company failing to fulfil such Directions the Sheriff may impose on the Company any Penalty not exceeding Five Pounds *per Day* during Failure, and may also order the Company to pay such Sum in Name of Costs to the Person making such Application, as to such Sheriff shall seem just.

Bridge for Foot Passengers to be erected over the Shore Road of Stirling.

XXI. And be it enacted, That it shall not be lawful to the Company to sink for Water under the Lands known as the *Muir of Falkirk*, or to take or use any Water found therein, or to do any Act upon the said Lands, excepting such Acts as are necessary for the Construction, Maintenance, and Use of the Railway.

For Protection of Supply of Water to Falkirk.

XXII. And whereas the said Railway and Lines of Deviation laid down on the said Plan intersect the Villa and Grounds of *Park*, the Property of Lieutenant Colonel *James Baird*, the said Line of Railway dividing the same into unequal Parts, and passing close to the Mansion House, whereby the Amenity thereof will be destroyed, and the Property rendered unfit for a Place of Residence; be it therefore enacted,

Company to purchase the whole of the Property of Colonel James Baird.

[Local.]

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That

That in the event of the said Railway or any Works connected therewith being formed or constructed on the Property of the said *James Baird*, or any Part thereof, the Company shall purchase the whole Property at such Price and Value as shall be fixed and ascertained by any single Arbiter on whom the Parties may agree, and failing such Agreement within One Month after the passing of this Act then by an Arbiter or Arbiters to be appointed in the Manner provided by the Twenty-fourth Section of the Lands Clauses Consolidation (*Scotland*) Act; and any Vacancy of an Arbiter shall be supplied, and an Oversman, if necessary, appointed, in the Manner provided by the said Act; and the Price claimed by the said *James Baird*, or the Value so fixed and determined by the said Arbiter or Arbiters or Oversman, shall be paid to the said *James Baird* by the Company before they shall enter upon any Part of his said Property: Provided always, that if on the Expiration of Three Months after the Appointment of the said Arbiter or Arbiters or Oversman the said Price and Value shall not have been fixed, the said Company shall have Liberty to enter upon the Lands upon Payment to the said *James Baird* of such interim Sum to Account of the said Price as the said Arbiter or Arbiters or Oversman may think fit to direct by any interim Decree to be pronounced by them, which they are hereby authorized to pronounce upon Application of either Party before the said Company shall enter upon the said Lands, which said interim Sum the said Arbiter or Arbiters or Oversman may fix with reference to the written Claim of the said *James Baird*, and the written Answer of the said Railway Company, and without hearing Evidence if the said Arbiter or Arbiters or Oversman so think fit; and in ascertaining and fixing the said Price the Arbiter or Arbiters or Oversman shall take into consideration the compulsory Nature of the Sale, and the whole Circumstances of the Case; and all the Expences to be incurred by the said *James Baird* in the Arbitration, and incident thereto, as well as the Expence of the Decree or Decrees Arbitral or Award, and recording the same, shall be borne by the said Railway Company, unless the Arbiters or Oversman shall award a smaller Sum than shall be offered by the said Company previous to the Arbitration, in which Case the said *James Baird* shall bear his own Expences.

Provisions
as to passing
under the
Forth and
Clyde Canal.

XXIII. And whereas the Railway is intended to pass under the Canal belonging to the Company of Proprietors of the *Forth* and *Clyde* Navigation, commonly called the *Forth* and *Clyde* Canal Company, so that the upper Surface of the Rails will be Thirty Feet only under the Top Water of the said Canal: And whereas such passing under the said Canal cannot be executed without a temporary Diversion of the said Canal; be it enacted, That the Company, before they shall enter upon or interfere with the Lands, Canal, or other Works belonging to the said Canal Company, shall make and form a temporary Diversion of the said Canal equal in Breadth and Depth with that Part of the said Canal under which the Railway is intended to pass, and capable of conveying the Trade of the said Canal as speedily and advantageously as the present Line of the said Canal where so diverted; and such temporary Diversion shall be executed at the Sight and to the Satisfaction of an Engineer to be appointed by the said Canal

Canal Company; and the said Canal shall, within Three Months after the opening of such temporary Canal, be restored and reconstructed in its present Line at the Sight and to the Satisfaction of an Engineer to be in like Manner appointed by the said Canal Company, and according to a Plan to be previously approved of by him.

XXIV. And be it enacted, That notwithstanding the said temporary Canal is to be formed, and the Canal is to be reconstructed and restored in its present Line at Sight and to the Satisfaction of an Engineer to be appointed by the said Canal Company, yet nevertheless the Operations required for the Formation of the said temporary Canal, and for the Reconstruction and Restoration of the present Canal, shall be carried on, completed, and upheld at the sole Risk of the Company, who shall be liable for all Damages occasioned to the said Canal or to the adjoining Country by or in consequence of their Operations whensoever such Damages may occur; and the Portion of the said Canal which shall be so altered, reconstructed, and restored by the Company shall be maintained by them in all Time coming in a State of perfect Repair, free from all Leakage.

Company to be liable for all Damages to the Canal.

XXV. And be it enacted, That if the said temporary Canal, or reconstructed and restored Canal or Works respectively, shall be so constructed and maintained by the Company as to impede Boats, Barges, or other Vessels from navigating or using the same at all Times as freely and uninterruptedly as at present, then the Company shall pay to the said Canal Company the actual Damage thereby occasioned, or in lieu thereof, and in the Option of the said Canal Company, as and by way of liquidated and ascertained Damages, the Sum of Ten Pounds for every Hour during which such Impediment shall be allowed to continue, not exceeding Forty-eight Hours, but if beyond Forty-eight consecutive Hours then the Sum of Twenty Pounds for every Hour during which such Impediment shall continue after such first Forty-eight Hours as aforesaid; and in default of Payment of any such actual or ascertained Damages, on demand being made on the Treasurer or any Officer of the Company, the said Canal Company may sue for and recover the same, together with full Expences against the Company, by Action in the Court of Session in *Scotland*, or before the Sheriff of the County of *Stirling*, or the same may be recovered in like Manner as any other Penalties under this Act.

Penalties for impeding the Canal.

XXVI. And be it enacted, That if there shall be any Leakage in the said temporary Canal, or in the said reconstructed and restored Canal, or if the same and the Works connected therewith respectively shall not be kept in a State of complete Repair, and if the Company shall not, within Twenty-four Hours after written Notice of Leakage or Disrepair to the Treasurer or any Officer of the Company, forthwith execute the Works necessary for the Removal of such Leakage, or for completely repairing the said Canal and Works connected therewith, so far as such Canal and Works are to be maintained by the Company, then the said Canal Company are hereby empowered to perform all such Operations as may be necessary at the Risk of the Company, and that

Provision in case Company fail to repair the temporary and the restored Canal.

that without Prejudice to the Right of the said Canal Company to recover the Amount of all actual Damage which may be done as aforesaid, or, in their Option, the Penalties herein-before provided both before and after the giving of such Notice as aforesaid, and during the Currency thereof; and the said Canal Company shall be entitled to recover from the Company the Expence of all Operations which may be performed by them in making such Repairs or removing such Leakage; and in default of Payment of such Expences or Penalties the same may be recovered as herein-before provided with reference to Damages and Penalties for impeding the Passage along the said Canal.

Saving Rights of Canal Company, and prohibiting Deviation from Railway at crossing.

XXVII. And be it enacted, That nothing in this Act contained shall alter, prejudice, affect, or take away any of the Rights, Powers, Privileges, or Authorities vested in the said Canal Company, or shall authorize or empower the Company to alter, except as herein provided, the Line or Level of the said Canal, or to reduce the Breadth or Depth thereof, or in any Manner to obstruct or impede the Use of the same or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Water therein, or of any Stream or other Supply of Water which is now used, or which may be taken for the Use thereof; and that it shall not be lawful for the Company to make any Deviation from the Section of the said Railway deposited as aforesaid in passing under the said Canal; and that it shall not be lawful for the Company in carrying the said Railway under the said Canal to leave less than a clear Depth in the said Canal of Ten Feet below the Top-water Level of the same: Provided nevertheless, that nothing herein contained shall prevent the Company from carrying into execution the Powers of this Act for constructing and from Time to Time repairing and maintaining the said Railway where it shall pass under the said Canal.

No Part of Estate of Glenfuir to be taken for Depôts, Stations, &c.

XXVIII. And be it enacted, That it shall not be lawful for the said Railway Company to make or construct any Station, Depôt, or Work of any Kind, other than the said Railway itself, upon the Estate of *Glenfuir* in the Parish of *Falkirk* and County of *Stirling*, belonging to the *Edinburgh and Glasgow Union Canal Company*, without the Consent in Writing of the said Canal Company; and that it shall not be lawful for the said Railway Company to enter upon or take from the said Canal Company the House near the West End of the Tunnel of the said Canal in the County of *Stirling*, nor to obstruct, except during the Formation of the said Railway, the Footpath leading from the West End of the said Tunnel to the Town of *Falkirk*, and the said Railway Company providing a good and sufficient Footpath in lieu of the said Footpath prior to and during any Obstruction thereof during the Formation of the said Railway.

Reserving the Rights of the Union Canal Company, and

XXIX. And be it enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Edinburgh and Glasgow Union Canal Company*, or authorize or empower the said Railway Company to

to alter the Line or Level or Breadth of the said Canal or Locks thereof, or of the Towing Paths thereof, or Carriage Road or Footpath leading from Lock Number Sixteen of the *Forth and Clyde* Canal to the said *Edinburgh and Glasgow* Union Canal, or of either or any of them, or any Part thereof, except to the Extent and in the Manner herein-after specially authorized, or in any Manner to obstruct or impede the Navigation of the said *Edinburgh and Glasgow* Union Canal or Locks thereof, or any Part thereof, or the Passage or Breadth of the Towing Path thereof, or of the said Carriage Road or Footpath, or to divert, intercept, cut off, take, use, or diminish, except in the Manner and to the Extent herein-after specially authorized, any of the Waters therein or which may be taken for the Use of or which supply the said Canal or Locks thereof; and that it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated in the Maps or Plans of the said Railway deposited with the Sheriff Clerk of the County of *Stirling*, except in manner herein-after specially authorized, at or near the crossing of the said Canal by the said Railway, by which Deviation the said Canal, or any of the Locks, Towing Paths, or any other Works of the said *Edinburgh and Glasgow* Union Canal, or any of them, or any Part thereof respectively, shall be taken, used, or damaged without the Consent of the said *Edinburgh and Glasgow* Union Canal Company in Writing under their Common Seal first had and obtained: Provided always, that nothing herein contained shall be construed to prevent the said Railway Company from temporarily occupying the aforesaid Carriage Road and Footpath from Lock Number Sixteen to the Union Canal during the Construction of the said Railway, upon their providing a good and sufficient temporary Carriage Road and Footpath prior to and during such temporary Occupation.

preventing
Obstruction
to the Navi-
gation.

XXX. And be it enacted, That if by reason of any Accident, or in the Execution of any of the Works by this Act authorized, or of the bad State of Repair of any of such Works, or of any of the Arches, Slopes, Banks, or Walls of the said Railway near the said Canal or Works thereof, or by the Diminution or Drainage 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 any of the Locks or other Works thereof, or the Towing Path or Carriage Road aforesaid, or any Part thereof, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Canal shall be impeded in their Passage, or shall not be able at all Times freely and uninterruptedly to pass along the same, or that Carriages or Passengers shall not be allowed freely and uninterruptedly to pass along the said Carriage Road, or such good and sufficient temporary Road as aforesaid, then and in every such Case the said Railway Company shall pay to the said Canal Company the actual Damage thereby occasioned, or in lieu thereof and in the Option of the said Canal Company, as and by way of ascertained Damages, the Sum of Five Pounds for every Hour during which such Impediment or Obstruction shall be allowed to continue, not exceeding Six Hours, but if beyond Six

Compensa-
tion in case
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the Naviga-
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[Local.]

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Hours

Hours then the Sum of Twenty Pounds for every Hour during which the Impediment or Obstruction shall continue after such first Six Hours as aforesaid; and in default of Payment of any such actual or ascertained Damages, on demand made on the Treasurer or any Officer of the said Railway Company, the said Canal Company may sue for and recover the same, together with full Costs, against the said Railway Company, by Action in the Court of Session in *Scotland*, or before the Sheriff of the County in which such Impediment or Obstruction may arise, or the same may be recovered in like Manner as any other Penalties under this Act.

Provision as to Property under Arches of Viaduct.

XXXI. Provided always, and be it enacted, That the said Canal Company shall have and be entitled to the full Use and Enjoyment of the Property under the Arches to be constructed upon the said Estate of *Glenfuir*, but so as not in any way to damage the said Arches, or the Piers or Abutments thereof, and saving to the said Railway Company free and uninterrupted Access thereto and under the same for the Purpose of inspecting the State and Condition thereof, and for doing and executing all needful Repairs and Alterations thereon.

A Screen to be erected at the Approach to the Canal if ordered by the Sheriff.

XXXII. And be it further enacted, That in case the said *Edinburgh* and *Glasgow* Union Canal Company shall at any Time apprehend that the said intended Railway will from its crossing or near Approach to the said *Edinburgh* and *Glasgow* Union Canal occasion Danger to the Boats or Vessels navigating the said Canal in consequence of the Horses used in tracking such Boats or Vessels being frightened by the Sight of the Engines and Carriages travelling upon the said Railway, it shall be lawful to the said Canal Company to apply to the Sheriff of the County for an Order on the said Railway Company for the Erection of a Screen, and if the Sheriff shall issue such Order the said Railway Company shall erect such Works in the Nature of a Screen as shall be considered necessary by the said Sheriff, which Works shall thereafter be kept in good and sufficient Repair by the said Railway Company; and in case the said Railway Company shall refuse or neglect to erect such Works so ordained, or to keep the same in repair as aforesaid, it shall be lawful for the said Canal Company to enforce the said Order in the same Way as other Interlocutors of the Sheriff, or to construct and repair the said Works at the Cost of the said Railway Company, and to recover the Amount thereof in a summary Way from the said Railway Company.

Canal Company not to be liable for Injury to Works.

XXXIII. And be it enacted, That if at any Time in the necessary Repair or necessary Renewal of the Basin of the *Edinburgh* and *Glasgow* Union Canal to be crossed by the Viaduct of the said Railway, or of the Lock immediately above the said Basin, or of the Lock immediately below the same, or of any Part of the said Basin, Locks, or Works thereof, Damage shall happen to the Viaduct of the said Railway, or any of the Works of the said Viaduct, the *Edinburgh* and *Glasgow* Union Canal Company shall no way be responsible for such

such Damage unless such Damage shall have arisen from Want of proper Care on such Repairs or Renewals.

XXXIV. And be it enacted, That in carrying the said Railway over the said *Edinburgh* and *Glasgow* Union Canal, and the Basin or other Works or Conveniences thereof to be crossed by the said Railway, all in the Parish of *Falkirk* and County of *Stirling*, the said Railway Company shall and they are hereby required and authorized, at their own Expence, to make and at all Times for ever thereafter to maintain and keep in perfect Repair a good and substantial Brick, Stone, Iron, or Timber Viaduct over the said Canal and Basin thereof, Towing Path, Carriageway leading from the Head of the Locks of the said Canal to Lock Number Sixteen on the *Forth* and *Clyde* Canal, and Footpath adjoining the said Carriageway, which Viaduct shall be built in the Situation and of the Dimensions following, and no other Ways; that is to say, the said Viaduct shall pass over the Basin between Locks Numbers Three and Four of the said Canal, and the centre Line of the same at the Point where it approaches nearest the lower Lock Gate of Lock Number Four of the said Canal shall be at a Distance of not less than Forty-nine nor more than Fifty-four Feet from the Centre of the Mitre Post of the said lower Lock Gate of Lock Number Four when the said Lock Gate is shut, measuring on a Line at Right Angles to the centre Line of the said Viaduct; and the centre Line of the said Viaduct at the Northern Side of the said Basin shall be not less than Eight Feet nor more than Twenty-five Feet from the South-west Gable or Wall of the House numbered in the Book of Reference of said Railway Number One hundred and seventy in the Parish of *Falkirk*, measuring on a Line at Right Angles to the said centre Line; and the said Carriageway, Footpath, Towing Path, Basin, and other Works of the said Canal shall be crossed by Three Arches of the following Dimensions: the Archway over the said Carriageway and Footpath shall have a Span of not less than Twenty Feet, and the Height from the Level of the said Road when lowered as is herein-after described to the under Side of the Centre of the said Arch shall be not less than Sixteen Feet, the Railway Company being hereby authorized to lower the said Road at the Sight of the Sheriff of the County so as to give such Headroom; the Towing Path, Canal, and Basin, and other Works, shall be spanned over by Two Arches of Seventy-three Feet Six Inches Span each, the Height from the Top-water Level of the said Basin to the under Side of the Centre of the said Arches being not less than Sixteen Feet, and the Height of the springing of the said Arches being not less than Six Feet from the said Top-water Level of the said Basin; the Pier between the said Carriage Road and Towing Path shall not exceed Ten Feet Six Inches in Width and Thirty-five Feet in Length, and shall not at any Point approach nearer to the Margin of the said Basin than Eighteen Feet; and the Pier between the said Arches of Seventy-three Feet Six Inches Span herein-before described, and which Pier the Railway Company are hereby authorized to erect in the said Basin, shall not exceed Ten Feet in Width and Thirty-five Feet in Length at the Surface of the Ground in the said Basin: Provided always, that the said Railway Company shall have

Provisions as
to crossing
Canal.

have Power to alter the Position of the said Viaduct, or any of the Dimensions herein-before described, upon obtaining Authority in Writing from the Committee of Management of the said Union Canal Company.

Junctions between the Railway and Edinburgh and Glasgow Railway.

XXXV. And whereas the Railway by this Act authorized to be made is proposed to join the *Edinburgh and Glasgow* Railway at Two separate Points, one thereof at *Falkirk*, and the other thereof at *Castlecary*; be it therefore enacted, That such Junctions shall be made and completed at the Sight and to the Satisfaction of the Engineer for the Time being of the said *Edinburgh and Glasgow* Railway, and according to a Plan to be approved of by him previously to the Commencement of the Works connected with such Junctions.

Lands and Works of the Edinburgh and Glasgow Railway Company not to be interfered with without Consent.

XXXVI. And be it enacted, That nothing herein contained shall be held to authorize the said Company hereby incorporated to enter upon, purchase, or take any Lands belonging to the said *Edinburgh and Glasgow* Railway Company without the previous Consent of such Company first had and obtained, nor to alter or vary the Line or Levels of the said *Edinburgh and Glasgow* Railway without such Consent as aforesaid, nor shall it be in the Power of the said Company to interfere with the said Railway, except for the Purpose of making and maintaining the Junctions before mentioned in the Manner herein provided, or in any Manner to interrupt or interfere with the Traffic passing on the said last-mentioned Railway; and the said Company hereby incorporated shall bear all the Expences of effecting such Junctions as aforesaid, and of maintaining, watching, and working the same, and of the necessary Works for preventing Danger, Inconvenience, or Interruption to the Traffic on the said *Edinburgh and Glasgow* 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 be necessary or convenient in connection with the said Junctions, and for preventing any such Danger, Interruption, or Inconvenience to the Traffic of the said *Edinburgh and Glasgow* Railway: Provided always, that if any Difference shall arise between the said Two Companies as to the Nature or Necessity of any such Works as aforesaid, the same shall be referred to Arbitration, or to the Decision of the Board of Trade, at the Option of the said *Edinburgh and Glasgow* Railway Company.

Saving Rights of the Edinburgh and Glasgow Railway Company.

XXXVII. Provided always, and be it enacted, That nothing herein shall extend or be deemed or construed to extend to alter, vary, prejudice, or diminish any of the Rights, Powers, Privileges, Franchises, or Authorities vested in the *Edinburgh and Glasgow* Railway Company by virtue of the Acts relating to such Company, or any of them.

Certain Roads may be crossed

XXXVIII. And be it enacted, That it shall be lawful for the Company to carry the Railway across the Surface of the following Roads

Roads numbered on the Plans deposited as aforesaid, as after mentioned; (that is to say,) on the Surface.

In the Parish of *Falkirk*, the Road numbered 165;

In the Parish of *Dunipace*, the Road numbered 11;

In the Parish of *Saint Ninians*, the Roads numbered 8, 36, 89, and 108;

In the Parish of *Stirling*, the Roads numbered 12 and 45;

In the Parish of *Logie*, the Roads numbered 10 and 23;

In the Parish of *Dunblane*, the Roads numbered 93 and 129;

In the Parish of *Blackford*, the Roads numbered 58, 59, 62, and 112;

In the Parish of *Dunning*, the Road numbered 12;

In the Parish of *Forteviot*, the Roads numbered 3, 14, and 15;

In the Parishes of *Forgandenny* or *Aberdalgie*, the Road numbered 28 in *Forgandenny*, and 2 in *Aberdalgie*;

In the *East Church* Parish of *Perth*, the Road numbered 49; and

In the *West Church* Parish of *Perth*, the Road numbered 17.

XXXIX. And be it enacted, That the Quantity of Land to be taken by the Company for extraordinary Purposes shall not exceed Fifty Acres. Lands for additional Stations, &c.

XL. 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 within which Lands are to be purchased.

XLI. And be it enacted, That the Railway shall be completed within Seven Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the recited Acts 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.

XLII. And be it enacted, That it shall be lawful for the Company to demand any Tolls for the Use of the Railway, 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: Tonnage on Articles of Merchandize.

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* Two-pence; and if conveyed by Carriages belonging to the Company, an additional Sum *per Ton per Mile* of One Penny:

For all Coals, 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 Merchandize, *per Ton per Mile* Two-pence Half-

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penny;

penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* of One Penny:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* Three-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* of One Penny Halfpenny:

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandize, Fish, Articles, Matters, or Things, *per Ton per Mile* Four-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* of Two-pence:

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, *per Mile* Sixpence:

And a 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* of Sixpence:

Tolls for
Passengers
or Cattle.

2. In respect of Passengers and Animals conveyed in Carriages upon the Railway, as follows:

For any Person conveyed in or upon any such Carriage, *per Mile* Two-pence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum of Two-pence:

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* Two-pence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum of Three-pence:

For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, *per Mile* One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum of One Penny Halfpenny.

Tolls for
propelling
Power.

XLIII. And be it enacted, That the Toll which the Company may demand for the Use of Engines for propelling Waggon and other Carriages shall not exceed One Penny *per Mile* 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.

Regulations
as to the
Tolls.

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

For Articles or Persons conveyed on the Railway for a less Distance than Six Miles the Company may demand as for Six entire Miles:

For a Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Merchandize

dize for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

For a Fraction of a Ton the Company may demand Toll 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.

XLV. And with respect to small Packages, and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,) Tolls for small Parcels and great Weights.

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 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 exceed Four Tons, but shall not exceed Eight Tons, the Company may demand such Sum as they 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 think fit.

XLVI. And be it enacted, That it shall not be lawful for the said Company to demand or receive any greater Sum in respect of the Carriage of Passengers conveyed on the Railway by this Act authorized than Three-pence *per Passenger per Mile* in respect of any Passenger travelling in a First Class Carriage, Two-pence *per Passenger per Mile* in respect of any Passenger travelling in a Second Class Carriage, and One Penny Halfpenny travelling in a Third Class Carriage, including the Charges for the Use of Carriages and locomotive Power, and all other Charges incidental to such Conveyance, unless in the Case of Passengers travelling by special Trains. Limiting Charges for Conveyance of Passengers.

XLVII. And be it enacted, That it shall not be lawful for said Company to charge in respect of the several Articles, Matters, and Things, Limiting Charge for the Convey-

ance of
Goods and
Cattle.

Things, and of the several Descriptions of Animals herein-after mentioned, conveyed on the Railway by this Act authorized, any greater Sum, including the Charges for the Use of Carriages, Waggon, or Trucks, and for locomotive Power, and all other Charges incidental to such Conveyance, than the several Sums herein-after mentioned; that is to say,

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* Two-pence :

For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, and 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 Merchandize, *per Ton per Mile* Two-pence Halfpenny :

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* Three-pence :

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandize, Fish, Articles, Matters, and Things, *per Ton per Mile* Four-pence :

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, *per Mile* Seven-pence :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, *per Mile* Five-pence :

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

For every Calf or Pig, Sheep, Lamb, or other small Animal, *per Mile* Three Farthings :

Provided always, that if any Passenger, Animals, or Goods be conveyed for a less Distance than Six Miles on the said Railway the said Company shall be entitled to demand and receive Tolls as for Six entire Miles.

Passengers
Luggage.

XLVIII. And be it enacted, That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred Pounds in Weight for First Class Passengers, Sixty Pounds in Weight for Second Class Passengers, and Forty Pounds in Weight for Third Class Passengers, without any Charge being made for the Carriage thereof.

Provision as
to the Burgh
Customs of
Stirling and
Perth.

XLIX. And whereas the Magistrates and Town Councils of the Royal Burghs of *Stirling* and *Perth*, through or into which the Railway is intended to pass, have been in use to levy certain Customs and Imposts on certain Goods, Articles, Matters, and Things entering, leaving, and passing through the said Burghs: And whereas it would be attended with Delay and Inconvenience if such Customs and Imposts were levied by the said Magistrates and Town Councils on Goods, Articles, Animals, Matters, and Things entering, leaving, or passing through the said Burghs by the Railway, and it is expedient that

Provision

Provision should be made for obviating such Inconvenience and Delay, by enabling the Company to levy and collect the Customs and Imposts over such Goods, Articles, Animals, and Things, and to account to the said Magistrates and Town Councils or to compensate them for the same; be it enacted, That it shall be lawful for the Company, with the Concurrence and Authority of the said Magistrates and Town Councils respectively, to levy and collect the Customs and Imposts due to and legally exigible by them on Goods, Articles, Animals, and Things entering, leaving, or passing through the said Burghs respectively by the Railway, and to account to the said Magistrates and Town Councils respectively for the same, or to make such other Compensation therefor as shall be mutually agreed upon between the Parties; and it shall be lawful for the Company to enter into such Agreements, Leases, or other Contracts with the said Magistrates and Town Councils as may be necessary or expedient for the said Purposes, and such Agreements, Leases, and Contracts may contain such Covenants and Conditions as shall be mutually agreed upon between the Parties.

L. And be it enacted, That any such Agreements, Leases, or Contracts in relation to the Customs and Imposts on Goods, Articles, Animals, and Things entering, leaving, or passing through the said Burghs of *Stirling* and *Perth* consistent with the Provisions of this Act, which may have been entered into prior to the Date hereof between the said Magistrates and Town Councils and the Provisional Directors of the Company, shall be as binding and obligatory on the Company as if the same were entered into by the Company subsequently to the passing of this Act.

Agreements previous to the passing of this Act with the Magistrates of Stirling and Perth to be binding on the Company.

LI. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament; and for other Purposes in relation to Railways*; be it enacted, That nothing in this Act contained shall be held to exempt the said Railway 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 Company so far as the same shall be applicable thereto.

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

LII. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railway hereby authorized to be made from the Provisions of any general Act relating to this Act, or of any general Act relating to Railways, which may pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Provision for future general Railway Acts.

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LIII. And

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8° & 9° VICTORIÆ, *Cap.* clxi.

Expences of
Act.

LIII. And be it enacted, That the Expences of applying for and obtaining this Act, and incident thereto, shall be paid out of the Monies hereby authorized to be raised.

Public Act.

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

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