

extent within the limits of deviation marked upon the said deposited plans.

*Proprietor may appoint Officials.*

6. The said Randolph Gordon Erskine Wemyss may appoint a secretary, treasurer, or any other servant or functionary usually necessary or employed for the carrying on the business of a Railway Company; and any act which in the case of a Railway Company can only be, or is usually, done under the seal of the Company, may be effectually done by any writing under the hand of the said Randolph Gordon Erskine Wemyss or his duly authorized agent.

*Borrowing Powers.*

7. The said Randolph Gordon Erskine Wemyss may borrow, by way of Bond and Disposition in Security or Mortgage Debenture on the security of the Railway, any sum whatever at any time; and any Company, in whom the Railway may become vested, may borrow on the said security, subject to the provisions of the twenty-ninth section of the Railways Construction Facilities Act, 1864: Provided always that proof that one-fifth of the amount of the capital hereinafter in this Certificate specified has been expended for the purposes of this Certificate shall be substituted for the proof required to be given under sub-section one of the said section: Provided further that, for the purposes of this section, the amount of capital shall be deemed to be twenty-five thousand pounds.

*For Appointment of a Judicial Factor.*

8. The Mortgagees of the Railway may enforce payment of arrears of interest or principal or principal and interest due on their Mortgages by the appointment of a Judicial Factor, and in order to authorize the appointment of a Judicial Factor in respect of arrears of principal, the amount owing to the Mortgagees by whom the application for a Judicial Factor is made shall not be less than two thousand five hundred pounds in the whole.

*Lands for Extraordinary Purposes.*

9. The said Randolph Gordon Erskine Wemyss may from time to time, in addition to the lands contracted to be purchased as aforesaid, purchase by agreement any quantity of land not exceeding five acres, for any of the extraordinary purposes mentioned in 'The Railways Clauses Consolidation (Scotland) Act, 1845.'

*Power to take Easements, &c., by Agreement.*

10. Persons empowered by 'The Lands Clauses Consolidation (Scotland) Act, 1845,' to sell and convey or release lands may if they think fit, subject to the provisions of that Act, and of 'The Lands Clauses Consolidation Acts Amendment Act, 1860,' and of this Certificate, grant to the said Randolph Gordon Erskine Wemyss any easement, servitude, right, or privilege, not being an easement of water, required for the purposes of this Certificate, in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rent charges or feu-duties, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, servitudes, rights, and privileges as aforesaid respectively.

*Powers of Leasing.*

11. Subject and without prejudice to the special provisions hereinafter contained for entering into agreements for the working of the Railway by the North British Railway Company, and to the Agree-

ment scheduled to and confirmed by this Certificate, the said Randolph Gordon Erskine Wemyss shall have power by lease or agreement to commit the working of the Railway, when completed, to any person or Company for any term of years and upon such conditions as may be agreed on, and after such person or Company shall have commenced working, the said Randolph Gordon Erskine Wemyss shall, subject as by this Certificate otherwise provided, be free from all liability on account of the working of the Railway, incurred subsequently to the time of working commenced by such person or Company, and during the continuance of such working, and after the commencement and during the continuance of such working the liability shall, subject as aforesaid, attach to and be borne only by the person or Company so working in like manner as the same would have attached to and been borne by the said Randolph Gordon Erskine Wemyss, if working the Railway.

*Power to sell Railway.*

12. The said Randolph Gordon Erskine Wemyss shall have power to sell and convey the fee-simple or *dominium utile* and inheritance of the Railway, or any part thereof, or share therein, to any person or Company, and after a Disposition or Conveyance of the fee-simple or *dominium utile* and inheritance of the whole Railway, and working commenced thereunder by the person or Company to whom the same is conveyed, the person or Company making the conveyance if also working the Railway shall, subject as by this Certificate otherwise provided, be free from all liability on account of the working of the Railway incurred subsequently to the time of working so commenced, and such liability, after working commenced as aforesaid, shall, subject as aforesaid, attach to and be borne by the person or Company to whom the Railway may be conveyed if also working the Railway in like manner as the same would have attached to and been borne by the person or Company making the conveyance and previously working in case no conveyance had been made.

*Power to convey Railway by Will—Effect thereof or of Intestacy.*

13. The said Randolph Gordon Erskine Wemyss may by testamentary disposition or will dispose of the Railway, or any part thereof, or share therein, and working commenced by the beneficiary under such testamentary disposition or will, or by the heir-at-law in the case of an intestacy, shall have the same result and effect, as regards liability, as a conveyance on a sale provided for in the immediately preceding section and working commenced thereunder would have had.

*Liability of Person working the Railway.*

14. Every person or Company entitled by any disposition, lease, working agreement, or devise, or otherwise, to work the Railway, and having commenced the working thereof, shall, from the time of working commenced and until the working shall have been committed to and commenced by any other person or Company, be liable with reference to the working of the Railway in like manner as the said Randolph Gordon Erskine Wemyss will become liable under this Certificate when the Railway is worked by him.

*Liability of two or more Persons working the Railway.*

15. When and if the working of the Railway shall be in the hands of two or more persons for their individual benefit, they shall be jointly and severally liable on account of the working of the