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VICTORIÆ REGINÆ.

Cap. clx.

An Act for authorizing the *Scinde* Railway Company to extend their Operations, and for regulating the Capital of the Company; and for other Purposes. [25th *August* 1857.]

WHEREAS by "The *Scinde* Railway Act, 1855," the *Scinde* 18 & 19 Vict.
Railway Company were incorporated for the Purpose of c. cxv.
making and maintaining such Railway or Railways in
India as might be agreed upon by the Company and the *East India*
Company, and for other Purposes: And whereas, previously to the
passing of the recited Act and since the passing thereof, subject to
the Provisions therein contained, the Company have been regulated by
the Provisions of a Deed of Settlement bearing Date the Sixth Day
of *March* One thousand eight hundred and fifty-five, and under the
Deed of Settlement and the recited Act the Capital of the Company
is limited to consist in the first instance of the Sum of Seven hundred
and fifty thousand Pounds, divided into Thirty-seven thousand five
hundred Shares of Twenty Pounds each, with Power to the Company
to increase the Capital by such an Amount as might be deemed
necessary for carrying into effect any Contract or Contracts of the
Company with the *East India* Company by the Creation of a
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Number of new Shares of Twenty Pounds each: And whereas by an Indenture of Agreement bearing Date the Twenty-sixth Day of *December* One thousand eight hundred and fifty-five, and made between the *East India* Company of the one Part and the *Scinde* Railway Company of the other Part, it was amongst other things agreed that the Railway Company should construct and open a Line of Railway from *Kurrachee* to *Hyderabad* on the River *Indus* at an estimated Cost, to be approved by the *East India* Company, and that the Land required for the Railway should be provided by the *East India* Company, and that the Moneys required for the Construction of the Railway should be paid by the Railway Company to the *East India* Company, to be from Time to Time drawn out for the Purposes of the Work, and that the Railway when completed should be leased to the Railway Company for the Term of Ninety-nine Years from the Date of the Indenture now in recital, determinable as therein mentioned, and that the *East India* Company should pay to the Railway Company during such determinable Term Interest at the Rate of Five Pounds *per Centum per Annum* on the Moneys so paid to the *East India* Company: And whereas Surveys have been made for the Railway from *Kurrachee* to *Hyderabad*, in this Act called “the *Scinde* Railway,” and the Company are about to commence the Construction thereof: And whereas the Share Capital of the Company at present issued amounts to the Sum of Five hundred thousand Pounds, in Twenty-five thousand Shares of Twenty Pounds each, of which more than One Half has been paid up: And whereas the Company are now in negotiation with the *East India* Company for raising Capital and making other Arrangements for the Purpose of making and maintaining, in addition to the *Scinde* Railway, a Railway in the *Punjaub* Territory from *Mooltan* to *Lahore* and *Umritsir*, in this Act called “the *Punjaub* Railway,” and also for establishing and maintaining Communication on the River *Indus* between *Hyderabad* and *Mooltan* by means of Steam Boats and other Vessels, in this Act called “the *Indus* Steam Flotilla,” and it is expedient that Provision be made for effecting such Purposes: And whereas it is expedient that Provision be made for regulating the Capital of the Company: And whereas it is expedient that the Deed of Settlement of the Company be annulled and the recited Act be repealed, and that some of the Provisions thereof be re-enacted with Amendments and with additional Powers and Provisions: And whereas the Objects of this Act cannot be attained 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:

I. This

Scinde Railway Act, 1857.

I. This Act may for all Purposes be cited as "*Scinde Railway Act, 1857.*" Short Title.

II. In this Act the following Words and Expressions have the following Meanings, unless excluded by the Subject or Context; Interpre-
tation of
Terms.
(to wit,)

The Expression "the Company" means the *Scinde Railway Company* :

The Word "*India*" means and includes the Territories now and from Time to Time hereafter under the Government of the *East India Company* :

The Word "Railway" means and includes a Railway and the Works connected therewith :

The Word "Share" includes Stock :

The Word "Shareholder" includes Stockholder.

III. "The Companies Clauses Consolidation Act, 1845," is incorporated with this Act, and applies to the Company in *India* and elsewhere as well as in *England*, and shall be construed and have Effect accordingly; and in the Construction of that Act, for the Purposes of this Act the following Words and Expressions have the following Meanings, unless excluded by the Subject or Context; 8 & 9 Vict.
c. 16. incor-
porated.
(to wit,)

The Expression "Superior Courts" includes Her Majesty's Supreme Courts of Judicature at the several Presidencies in *India* respectively, and the Courts of the *East India Company* :

The Word "Justice" and the Expression "Master in Chancery" respectively include a Justice of the Peace or Magistrate in *India*, or any Officer authorized to take an Affidavit or Declaration in the Supreme Court of any Presidency in *India* :

The Expression "Two Justices" means, with respect to *India*, any One Justice of the Peace or Magistrate in *India*, and whatsoever Proceedings or Acts for the Purposes of this Act, if had or done in *England*, might be had or done by, under, before, or with respect to Two Justices, may, if had or done in *India*, be had or done by, under, before, or with respect to any One Justice of the Peace or Magistrate in *India*.

IV. Except as is by this Act otherwise expressly provided, the several Words and Expressions to which by the Act incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction. Same Mean-
ings to Words
in incorpo-
rated Act and
this Act.

V. On the passing of this Act, but subject to the Provisions thereof, the recited Deed of Settlement is by this Act annulled, and the recited Act is by this Act repealed. Annuling of
Deed of Set-
tlement and
Repeal of
recited Act.

VI. Not-

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Company to remain incorporated.

VI. Notwithstanding the annulling of the Deed of Settlement and the Repeal of the recited Act, the Company shall be and continue, as from the Time of the original Incorporation thereof, incorporated by the Name of "The *Scinde* Railway Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power according to the Provisions of this Act by that Name to sue and be sued in *England*, in *India*, and elsewhere, and to purchase, take, hold, and dispose of Lands in *England* and in *India* respectively (but not exceeding Two Acres in *England*) for the Purposes of this Act, and to make, maintain, regulate, work, and use the *Scinde* Railway, and the other Railways and Works by this Act authorized to be made and maintained, and any Extensions of and Branches from the same, and any Works and Conveniences connected therewith, including Telegraphs, and to build or provide or hire and employ Steam Boats and other Vessels for the Purpose of establishing Communication on the River *Indus* and other Waters between or in connexion with any such Railways, and to acquire and work Mines of Coal, Iron, and other Minerals, and to manufacture the Produce thereof, and to erect and carry on Furnaces, Forges, Smelting Houses, Gasworks, and other Works for furthering the Objects of the Company, and to sell and dispose of the Produce thereof, and for any other Purposes from Time to Time sanctioned by the *East India* Company, and to enter into and carry into effect all Contracts for those Purposes, and in all other respects to carry this Act into execution.

Company to remain entitled to their Property.

VII. Notwithstanding the annulling of the Deed of Settlement and the Repeal of the recited Act, the Company shall remain and be seised and possessed of and entitled to all the Railways, Stations, and other Works and Conveniences, Lands, Buildings, Estates, Plant, Stock, Shares, Moneys, Property, Effects, Claims, and Demands whatsoever, of or to which the Company are by virtue of the Deed of Settlement and the recited Act, or either of them, or otherwise howsoever, on the passing of this Act, seised or possessed or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, as if this Act were not passed.

General Saving of Rights under recited Deed of Settlement and Act.

VIII. Notwithstanding the annulling of the Deed of Settlement and the Repeal of the recited Act, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed respectively under or by virtue of the Deed of Settlement and the recited Act, or either of them, shall be as valid as if this Act were not passed, and such annulling and Repeal and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both

present

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present and future, which, if such annulling and Repeal had not happened and this Act were not passed, would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively: Provided always, that the Generality of this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

IX. Notwithstanding the annulling of the Deed of Settlement and the Repeal of the recited Act, the recited Indenture of Agreement of the Twenty-sixth Day of *December* One thousand eight hundred and fifty-five, and all other Contracts, Purchases, Sales, and Securities before the passing of this Act made under the Deed of Settlement and recited Act, or either of them, or with reference to the Purposes thereof respectively, shall be effectual to all Intents for, against, and with respect to the Company, and may be proceeded on and enforced accordingly.

Contracts,
&c. pre-
served.

X. Notwithstanding the annulling of the Deed of Settlement and the Repeal of the recited Act, all Certificates, Sales, Transfers, and Dispositions before the passing of this Act made or executed under the Deed of Settlement and the recited Act, or either of them, of or with respect to any Share in the Capital of the Company shall for the Purposes of this Act remain in full Force, and continue and be available in all respects.

Certificates,
&c. of Shares
to remain.

XI. Notwithstanding the annulling of the Deed of Settlement and the Repeal of the recited Act, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the Company before the passing of this Act shall not abate or be discontinued or prejudicially affected by this Act, but, on the contrary, shall continue and take effect both in favour of and against the Company in the same Manner to all Intents as if such annulling and Repeal had not happened.

Actions, &c.
not to abate.

XII. Notwithstanding the annulling of the Deed of Settlement and the Repeal of the recited Act, the several Persons who immediately before the passing of this Act were Shareholders of the Company, their Heirs, Executors, Administrators, Successors, and Assigns respectively, shall pay the Amount subscribed by them respectively, or so much thereof as at the passing of this Act is not paid, with all Interest due or to accrue due thereon, to the Company, when and as the same is called up or otherwise demanded by the Company.

Subscrip-
tions for
Shares to
be paid.

XIII. Notwithstanding the annulling of the Deed of Settlement and the Repeal of the recited Act, all Persons who immediately before the passing of this Act owed any Money to the Company, or to any

Debts to be
paid.

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Person on their Behalf, shall pay the same, with all Interest (if any) due and payable or accruing for the same, to the Company; and all Moneys which immediately before the passing of this Act were owing by or recoverable from the Company, or for the Payment of which they were or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company.

Resolutions,
&c. con-
tinued.

XIV. Notwithstanding the annulling of the Deed of Settlement and the Repeal of the recited Act, all Resolutions, Orders, and Proceedings of General Meetings and Boards of Directors and Committees which immediately before the passing of this Act were binding on the Company, or their Directors, Officers, or Servants, or any of them, shall continue in full Force, and be in like Manner binding on the Company, and their Directors, Officers, and Servants accordingly.

Books con-
tinued Evi-
dence.

XV. Notwithstanding the annulling of the Deed of Settlement and the Repeal of the recited Act, all Documents, Books, and Writings by Deed of Settlement or the recited Act authorized or directed to be kept, and which, if this Act were not passed, would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

Officers con-
tinued.

XVI. Notwithstanding the annulling of the Deed of Settlement and the Repeal of the recited Act, every Officer and Servant appointed by virtue of or acting under Deed of Settlement or the recited Act shall hold and enjoy his Office and Employment with the Salary thereunto annexed, and be deemed an Officer or Servant of the Company until he be removed from such Office and Employment, and he shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Regulations, Pains, and Penalties, as if he were appointed under this Act.

Saving Acts
and Rights
of Persons
in India
until after
Publication
of Act.

XVII. Notwithstanding the annulling of the Deed of Settlement and the Repeal of the recited Act, all Acts, Proceedings, Rights, and Liabilities of any Officer or Servant of the Company appointed by virtue of or acting under Deed of Settlement or the recited Act in *India*, and all Rights, Privileges, and Liabilities of any Shareholder registered in *India* under the Provisions of the recited Act, whether such Acts, Proceedings, Rights, Privileges, and Liabilities are done or accrued before or after the passing of this Act, shall be valid and effectual, and remain and be in full Force, until the due Publication of this Act in *India*.

Seal for Use
in India.

XVIII. The Company may have a Seal for Use in *India* in lieu of the Common Seal of the Company, and from Time to Time may vary
and

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and renew it, and make Regulations for its User; and, except as is by this Act otherwise expressly provided, every Document sealed with such Seal in conformity with such Regulations, or in pursuance of any Order of the Directors, or of any Authority given by the Company under their Common Seal, shall be as valid and effectual as if the Common Seal were affixed thereto.

XIX. The Company from Time to Time may negotiate for, conclude, enter into with the *East India* Company, and carry into effect Contracts and Agreements with respect to all or any of the following Matters; (to wit,) As to Contracts with the East India Company.

1. The making, maintaining, regulating, working, and using by the Company of the *Scinde* Railway and of the *Punjaub* Railway as now proposed respectively, or any other Railway or Railways in *India* either wholly or partly in lieu thereof respectively or otherwise, and any Extensions of and Branches from the same respectively, and any Works and Conveniences connected therewith respectively comprehending all the Works mentioned in Section Sixth of this Act :
2. The building, providing, hiring, and employing by the Company of Steam Boats and other Vessels, and the Construction of all necessary Works, Quays, and Wharves, for the Purposes of the Undertaking :
3. The acquiring by the Company of Lands in *India* for the Purposes of their Undertakings :
4. The obtaining by the Company from the *East India* Company of any Guarantee of Interest on the Capital of the Company, and any other Support, Countenance, and Facilities for the Purposes of their Undertakings :
5. The securing to the *East India* Company of any Facilities, Rights, and Advantages with respect to the Railways and Steam Boats or other Vessels :
6. The making of Provision with respect to the Classification of Shares in the Capital of the Company, and the Rate of Dividend thereon respectively, and the Conversion of Debt into Capital, and the Amounts and Times of Calls on Shares, and the Transfer of Shares, including Restrictions on the Transfer of Shares not fully paid up, and the Tolls, Charges, Revenue, and Profits of the Company, and the Deposit, Custody, and Application thereof respectively :
7. The giving to the *East India* Company, and to any of their Officers, Agents, or Servants, of any absolute or other Rights of supervising, controlling, and regulating the Company, and the Works, Contracts, Accounts, Byelaws, Proceedings, Acts, and Affairs of the Company in *England*, in *India*, and elsewhere respectively :

8. The

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8. The enabling of the *East India* Company to appoint an *ex-officio* Director of the Company (whether qualified by holding Shares or not) in the Place of any ordinary Director of the Company or otherwise :
9. The regulating of the Powers (including even a Right of Veto) at the Board of Directors, and the Duties, Proceedings, and Liabilities of any such *ex-officio* Director :
10. The binding of the Company to conform to and fulfil any Directions given by the *East India* Company, or by their Officers or Agents in that Behalf authorized, touching all or any of those Matters respectively :
11. The appointing of Agents of the Company in *India* or elsewhere, and the determining and regulating of their Powers, Duties, and Remuneration :
12. The depositing with or paying to the *East India* Company of all or any Part of the subscribed Capital or other Money of the Company upon any Terms as to Interest or otherwise agreed on :
13. The making of Provision with respect to any Lands granted or leased to the Company by the *East India* Company or otherwise :
14. The charging of all or any Part of the Property of the Company with any Sum of Money on any Terms agreed on :
15. The surrendering or selling at any future Period to the *East India* Company, or to any other Persons, of the Railways or any Part thereof, or of all or any Part of the Property of the Company, and the winding-up of the Affairs of the Company, and the Distribution of the net Assets of the Company among the Shareholders :
16. The referring of Differences to Arbitration :
17. The making of Provision for enforcing or securing the due Performance of any Contract or Arrangement made by the Company :
18. The uniting of all or any Part of any Railways or Railway, or of any Undertaking of the Company, or both, with any other Railway or Undertaking :
19. Generally, all such Provisions and Stipulations with respect to the Matters provided for by this Act, or any of them, and the Purposes of the Company, and the Encouragement and Promotion thereof, and the eventual or contingent Transfer of the same or any Part thereof to the *East India* Company or to any other Persons, as the *East India* Company and the Company think fit, and mutually agree on.

Additional
Contracts
with East

XX. The Company and the *East India* Company respectively from Time to Time may negotiate for, conclude, and enter into any
Contracts

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Contracts and Arrangements for the Purposes of this Act in addition to or by way of Repeal or Modification of the recited Indenture of Agreement, or of any Contracts or Arrangements theretofore entered into by them under this Act. India Com-
pany.

XXI. Whenever in the recited Indenture of Agreement, or in any such Contract or Arrangement, any Provision for referring Differences between the Company and the *East India* Company to Arbitration occurs, then, except so far as is by the recited Indenture or the Contract or Arrangement otherwise provided, the Provisions with respect to the Settlement of Disputes by Arbitration of "The Companies Clauses Consolidation Act, 1845," extend and apply to every Arbitration so provided for. Arbitration
in case of
Difference
on Contract.

XXII. The Company from Time to Time may demand, take, and recover such Tolls and Charges with respect to the User of the Railway or Railways of the Company, and for the Conveyance of Passengers and Goods by Steam Boats or otherwise, as the *East India* Company sanction. Tolls.

XXIII. The present Capital of the Company shall be Five hundred thousand Pounds raised for the Purposes of the *Scinde* Railway, and consisting of Twenty-five thousand Shares of Twenty Pounds each. Present
Capital.

XXIV. In addition to the present Capital, the Company may at any Time or Times raise, by the Creation and Issue of new Shares, additional Capital to such Amount as may be deemed necessary for the Completion of the *Scinde* Railway, and for carrying into effect any Contract or Contracts of the Company with the *East India* Company for the Construction of the *Punjaub* Railway or any other Railway or Railways in *India*, and also for the Establishment, Maintenance, and User of Steam Boats and other Vessels on and in connexion with the River *Indus* and elsewhere as from Time to Time sanctioned by the *East India* Company, and generally for the Execution of Works and Undertakings so sanctioned. Additional
Capital.

XXV. The additional Capital from Time to Time created by the Company shall be Part of their general Capital, and, except as is by this Act otherwise expressly provided, all such Rights, Privileges, Liabilities, and Incidents shall attach to and be conferred by the additional Capital and the Shares therein as to and by the original Capital and the Shares therein. Additional
Capital to be
Part of gene-
ral Capital.

XXVI. The Shares in the additional Capital of the Company which shall be first created for the Purposes of and in connexion with the *Punjaub* Railway and the *Indus* Steam Flotilla respectively shall be of Shares in
first addi-
tional Capi-
tal for Pun-
jaub Railway

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and Indus
Steam Com-
munication.

Twenty Pounds each, and shall be issued and allotted to the existing Shareholders and other Persons in such Proportions respectively as the Company think fit.

Distinction
of Shares.

XXVII. The Shares in the present Capital, and in any additional Capital raised for the Purposes of and in connexion with the *Scinde* Railway, shall be called "*Scinde* Railway Shares," the Shares in the additional Capital which shall be raised for the Purposes of and in connexion with the *Punjaub* Railway shall be called "*Punjaub* Railway Shares," and the Shares in the additional Capital which shall be raised for the Purposes of and in connexion with Traffic on the River *Indus* shall be called "*Indus* Steam Flotilla Shares," and the Shares in the additional Capital, if any, which shall be raised for any other Purposes of this Act shall be called by such Name or Names as the *East India* Company from Time to Time sanction.

Offer of new
Shares to
existing
Share-
holders.

XXVIII. If any additional Capital shall be created for any of the Purposes of this Act, over and above the Capital first created for such Purpose, and at the Time of creating such additional Capital the then existing Shares in the Capital raised for the Purpose be at a Premium, the additional Capital shall be divided into Shares of such Amount as conveniently allows the same to be apportioned among the Holders of such existing Shares in proportion to the Number held by them respectively.

Mode of
Offer.

XXIX. The new Shares shall be offered to such Shareholders in that Proportion, and the Offer shall be made by Letter under the Hand of the Secretary or his Substitute authorized by the Directors, given or sent by Post, addressed to every such Shareholder according to his Address in the Shareholders Address Book, or left at his usual or last known Place of Abode.

New Shares
to vest in
accepting
Share-
holders.

XXX. The new Shares shall vest in and belong to the Shareholders who accept the same, and pay the Value thereof to the Company at the Times and by the Instalments fixed by the Company: Provided always, that if any Shareholder fail, if he be in *England*, for One Month, or, if he be in *India*, for Four Months, after such Offer of new Shares, to accept the same, and pay the Instalments called for in respect thereof, the Company may dispose of such new Shares as they think fit.

Issue of new
Shares to
others.

XXXI. If at the Time of creating any such additional Capital such existing Shares be not at a Premium, then the new Shares may be issued in such Manner and on such Terms as the Company think fit.

Certificates
of Shares.

XXXII. Certificates of the Proprietorship of Shares, if issued in *England*, shall have the Common Seal of the Company affixed thereto, and

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and, if issued in *India*, shall have the Common Seal of the Company and the Seal (if any) for *India* respectively affixed thereto.

XXXIII. The Certificates issued by the Company shall be in such Form as is proper and sufficient for clearly distinguishing the Certificates of the Shares of One Description from the Certificates of the Shares of the other Descriptions.

Certificates of Shares to be distinguished.

XXXIV. Notice of every Call made on Shares registered in *England* shall be sufficient if given only in *England*, and Notice of every Call made on Shares registered in *India* shall be sufficient if given only in *India*.

Notices of Calls.

XXXV. The Company shall keep separate and distinct Accounts of their Receipts, Credits, Payments, and Liabilities with respect to the *Scinde* Railway, the *Punjaub* Railway, and the *Indus* Steam Flotilla respectively, and also with respect to any or every other Purpose, if any, from Time to Time sanctioned by the *East India* Company; and such Accounts respectively shall, as to Capital and Revenue, be kept distinct, and shall, as often as the *East India* Company shall require, be submitted to the Supervision of the *East India* Company, or of some Officer appointed by them: Provided always, that the Company shall fairly appropriate between Two or more of the Accounts the Management Expenses of the Company, and any Items relating to more than One of the Undertakings.

Distinct Capital Accounts and Revenue Accounts to be kept.

XXXVI. The net Revenue from Time to Time realized by the Company in respect of any One of their Undertakings shall, so far as the same is in pursuance of any Arrangement with the *East India* Company or otherwise applicable to Dividends, be applied for the rateable Benefit of all the Holders of Shares in that Portion only of the Capital raised for such Undertaking entitled to Dividend and divided accordingly.

Dividends.

XXXVII. The Company may borrow on Bond, but not on Mortgage, any Sums for Purposes of and incidental to the *Scinde* Railway and the *Punjaub* Railway and the *Indus* Steam Flotilla respectively, not exceeding in the whole in each Case One Third Part of the Capital from Time to Time subscribed for the respective Undertaking, and whereof One Half is actually paid up.

Power to borrow on Bond, but not on Mortgage.

XXXVIII. The Bonds, if issued in *England*, shall have the Common Seal of the Company affixed thereto, and, if issued in *India*, shall have the Common Seal of the Company and the Seal (if any) for *India* respectively attached thereto, and the Bonds shall on the Face thereof show the Undertaking in respect of which they are issued.

Bonds.

XXXIX. All

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Preference of East India Company to Bondholders.

XXXIX. All Claims of the *East India* Company against the Company shall have Priority over all Claims of Obligees under the Bonds, except only so far as the *East India* Company from Time to Time consent to waive such Priority.

Capital to be applied only for Purposes for which raised.

XL. The Company shall apply the Capital raised by the "*Scinde* Railway Shares," and the Money borrowed for Purposes of and incidental to the *Scinde* Railway, only for Purposes of and incidental to the *Scinde* Railway; and the Capital raised by the "*Punjaub* Railway Shares," and the Money borrowed for Purposes of and incidental to the *Punjaub* Railway, only for Purposes of and incidental to the *Punjaub* Railway; and the Capital raised by the "*Indus* Steam Flotilla Shares," and the Money borrowed for Purposes of and incidental to the *Indus* Steam Flotilla, only for Purposes of and incidental to the *Indus* Steam Flotilla.

Claims of Bondholders.

XLI. The Bonds issued in respect of any Undertaking shall give to the Obligees thereunder Claims only against the Assets of the Company in respect of that Undertaking.

General Meetings.

XLII. The Ordinary Meetings of the Company shall be held half-yearly in or within Thirty Days of the Months of *February* and *August*, or at such fixed Times as the Company by the Resolution of an Extraordinary Meeting from Time to Time appoint, and all the General Meetings of the Company shall be held in *England*.

Quorums of Meetings of Company.

XLIII. The Quorum for every Meeting of the Company, whether ordinary or extraordinary, shall be Fifteen Shareholders present personally, and holding Shares of an aggregate nominal Amount of not less than Ten thousand Pounds.

Number of Shareholders for convening Extraordinary Meetings.

XLIV. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be Ten or more Shareholders holding Shares of an aggregate nominal Amount of not less than Ten thousand Pounds.

Scale of voting at General Meetings.

XLV. With respect to the Scale of voting at General Meetings, every Shareholder having a Share or Shares of a nominal Amount or aggregate nominal Amount not exceeding One hundred Pounds shall have One Vote, and every Shareholder shall have One additional Vote in respect of each Share or Number of Shares of a nominal Amount or aggregate nominal Amount of One hundred Pounds beyond the First Share or Shares to the nominal Amount of One hundred Pounds held by him.

Voting on general Questions.

XLVI. All the Shareholders may vote on all Questions relating to the general Management and Conduct of the Affairs of the Company, and

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and on all Questions relating to Receipts, Credits, Payments, and Liabilities to be appropriated between all the Accounts.

XLVII. All the Shareholders holding Shares in such Parts of the Capital as are raised for Two or more but not all of the Undertakings of the Company may vote on all Questions relating only to the Management and Conduct of those Undertakings, and on all Questions relating only to Receipts, Credits, Payments, and Liabilities to be appropriated between the Accounts of those Undertakings.

Voting on Questions relating to Two or more Undertakings.

XLVIII. Provided always, That, except as is by this Act otherwise expressly provided, a Shareholder shall vote only on Questions relating only to that Undertaking for which the Capital in which he holds a Share is raised.

Voting on other Questions.

XLIX. Where at any General Meeting Ten or more Shareholders holding Shares of an aggregate nominal Amount of not less than Ten thousand Pounds, by Writing under their Hands delivered to the Chairman of the Meeting, object to a Vote given by any Shareholder at that Meeting on the Ground that it was given on a Question on which he was not entitled to vote, the Objection shall thereupon be considered by the Chairman, and shall be determined by him at the Meeting, and his Determination thereon shall be conclusive for the Purposes of the Resolution for or against which the Vote was given.

Determination of Questions as to Right of voting.

L. The Number of the Directors shall be Ten, and the Qualification of a Director shall be his being the registered Holder of Shares of every Class, and of an Amount not less than Five hundred Pounds in every Class.

Number and Qualification of Directors.

LI. The Company may increase or reduce the Number of Directors, provided that the whole Number be not more than Twelve or less than Five.

Power to vary Number of Directors.

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

Quorum.

LIII. The Persons who at the Commencement of this Act are the Directors of the Company shall continue in Office, and shall retire from Office in the same Rotation in which they would retire if this Act was not passed.

Present Directors continued.

LIV. The Company from Time to Time may appoint and remove such Committees, Persons, or Person as the Company think fit to act on behalf of the Company, in *India*, or elsewhere with respect to the making, maintaining, managing, working, and using of the Railways and other Works of the Company, and the building, providing, or hiring,

Committees, in *India*, &c.

Scinde Railway Act, 1857.

hiring, and maintaining and using of the Steam Boats or other Vessels of the Company, and the Disposal of, Issue, Registration, and Transfer of Shares and of Bonds, and the Registration of Shareholders, and the Control and Conduct of any of the Affairs, in *India* or elsewhere, of the Company, and may delegate to any such Committee, Persons, and Person respectively all or any of the Powers of the Company, and of the Directors and Officers thereof, which the Company think it expedient that such Committee, Persons, and Person respectively should possess for the Purposes of their or his respective Appointment.

Regulation
of Com-
mittees.

LV. The Company may from Time to Time determine the Quorum of any such Committee or Persons, and may determine and regulate the Authority, Duties, Procedure, Liabilities, and Remuneration of any such Committee, Persons, and Person respectively, and generally may make such Provisions and Regulations for their and his respective Government and Conduct as the Company think expedient.

Validity of
Acts of such
Committees.

LVI. All the Proceedings and Acts of such Committees, Persons, and Person respectively within their and his respective Authority shall (but subject to any Regulations of the Company requiring such Proceedings and Acts or any of them to be confirmed by the Directors) be as valid and effectual as if they were Proceedings and Acts of the Directors.

Indemnity
of Com-
mittees.

LVII. The Committees, Persons, and Person respectively so from Time to Time appointed shall, with respect to all their and his respective lawful Proceedings and Acts within the Limits of the Authority conferred on them and him respectively, have the like Discretions and Indemnities as if they and he respectively were or was Directors or a Director of the Company.

Qualification
of Auditor.

LVIII. The Qualification of an Auditor shall be his being the registered Holder of Shares of every Class of an Amount of not less than Two hundred Pounds in every Class.

Office in
India, &c.
for Regis-
tration of
Shares and
Bonds.

LIX. The Company from Time to Time may establish at such Places in *India* as they think fit an Office for the Issue, Registration, and Transfer of Shares and Bonds, and the Registration of Transfers of Shares and Bonds, and the Registration of Shareholders, and may alter the Place of any such Office, and may make such Regulations consistent with the Provisions of this Act as they think fit for enabling the Issue, Registration, and Transfer of Shares and Bonds, and the Registration of Transfers of Shares and of Bonds, and the Registration of Shareholders at such Office; and all the Provisions of this Act with respect to the Issue, Registration, and Transfer of Shares and Bonds, and the Registration of Transfers of Shares and of Bonds, and the

the

Scinde Railway Act, 1857.

the Registration of Shareholders, and to Shares, Bonds, and Transfers, and to Shareholders, Bondholders, the Company, and all other Persons with respect to the same, shall be construed and have effect accordingly.

LX. The Company shall keep at their Office in *India* Books to be called respectively "the *India* Register of Shareholders," and "the *India* Shareholders Address Book," and "the *India* Register of Transfers," and, if the Capital or any Part thereof be consolidated into Stock, another Book to be called "the *India* Register of Holders of Consolidated Stock," and also Books for the Registration of Bonds and Transfers of Bonds, and the Books so kept shall be of the like Validity and Effect as the Books kept for like Purposes by the Company in *England*.

Registers to be kept in *India*.

LXI. Provided always, That if and when the Company have Offices in *India* at more Places than One, then the Company shall substitute for or add to the Word "*India*" in the Titles of the Register kept at every such Office the Name of the Place at which the respective Office is established.

Registers at several Offices in *India* to be distinguished.

LXII. No Share or Bond shall be on the Register of more than One Office at one and the same Time: Provided always, that the Company may keep in *England* Duplicates of any Books of Register kept in *India*, but no such Duplicate Book shall be deemed a Register.

Shares and Bonds to be registered at One Office.

LXIII. The Entry of a Transfer of a Share or of a Bond shall be made only at the Office at which the Share or the Bond is registered.

Where Transfers to be registered.

LXIV. Subject to the Regulations from Time to Time made by the Company with respect to the Issue, Registration, and Transfer of Shares and Bonds respectively, and the Registration of Transfers of Shares and of Bonds respectively, the Company may and shall, on Notice in Writing by the Holder of any Share or Bond to the Person acting as Secretary or principal Clerk at the Office in *England* or in *India* where the Share or Bond is then registered, transfer the Share or Bond from the Register thereof at that Office to the corresponding Register at any other Office, and so soon as conveniently may be after the Receipt of any such Notice such Secretary or principal Clerk shall transmit Advice thereof to the Office to which the Transfer is directed to be made.

Transfers of Shares and Bonds from one Register to another.

LXV. For the Purpose of determining any Question as to the Place or Jurisdiction at or within which any Share or Bond shall be deemed to be at any Time situate, the Locality, whether in *England* or in *India*, of the Register in which the Share or Bond is or was actually registered,

Locality of Shares and Bonds.

Scinde Railway Act, 1857.

registered, shall be deemed the then Locality of the Share or Bond; and so soon as Notice for the Transfer of any Share or Bond from one Register to another is given according to this Act, the Share or Bond shall for the Purpose of this Section be deemed to be actually registered in the Register to which it is so directed to be transferred.

Newspapers
for Adver-
tisements.

LXVI. The Newspaper for Advertisements in *England* shall be a *London Daily Morning Paper*, and the Newspaper for Advertisements in *India* shall be a Newspaper published and commonly circulated in the Presidency of *Bombay*.

Notices in
India.

LXVII. All Notices by the Company which, if given in *England*, would be published in the "*London Gazette*," shall, if given in *India*, be sufficient if published in any One of the Newspapers published in the Presidency of *Bombay* in which official Notices by the *East India* Company are usually published.

Byelaws in
India.

LXVIII. The Byelaws from Time to Time made by the Company to have effect in *India* shall not be repugnant to the Laws of that Part of *India* where they are to have effect, and shall be approved of by such Judicial or other Authority as the *East India* Company think fit.

Penalties in
India.

LXIX. The Justice or Magistrate by whom any Penalty or Forfeiture is imposed in *India* may award to the Company such Part thereof as he does not award to the Informer.

Appeal from
Justice in
India.

LXX. The Appeal from any Determination or Adjudication of any Justice or Magistrate in *India* may be made to the Court having ordinary Jurisdiction over his Adjudications, and the Court may hear, proceed on, and determine the Appeal accordingly.

Expenses of
Act.

LXXI. All the Costs, Charges, and Expenses of and incidental to the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Company, and the Amount thereof shall be appropriated in equal Thirds to the *Scinde* Railway Account, the *Punjab* Railway Account, and the *Indus* Steam Flotilla Account respectively.

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