



ANNO VICESIMO OCTAVO & VICESIMO NONO

# VICTORIÆ REGINÆ.

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## *Cap. ccxlvii.*

An Act to enable the *City of Glasgow Union Railway Company* to make Deviations of their authorized Railway; to construct a Railway to the Harbour of *Glasgow*; and for other Purposes.

[5th July 1865.]

WHEREAS by "The *City of Glasgow Union Railway Act*, 1864," (herein-after called "the recited Act,") the *City of Glasgow Union Railway Company* were incorporated, and were authorized to make and maintain Railways to connect the Railways which terminate on the North and South Sides of the River *Clyde* at *Glasgow* with Stations in *Glasgow* connected therewith, and they were authorized to raise by Shares Nine hundred thousand Pounds and on Loan Three hundred thousand Pounds: And whereas the Company have proceeded to put the recited Act into execution, and are engaged in the Construction of the Railways and Works authorized thereby: And whereas it was provided by Section Twenty-five of the recited Act that the Powers of the Act with respect to so much of the Railways of the Company as lies West of the Junction between the Railways No. 1. and No. 4. should be suspended till the First Day of *September* One thousand eight hundred and sixty-five, and if an Act should then have passed to authorize a Deviation of the

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c. cclxxxvi.

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Railways authorized by the recited Act, or the making of a new Railway or Railways by the Company or any other Company, in order to complete the continuous Communication between the said Railway No. 1. and the Joint Line of the *Glasgow and South-western* Railway Company and *Caledonian* Railway Company and the *General Terminus and Glasgow Harbour* Railway respectively, avoiding as much as possible Injury to the *Caledonian* Railway Company's *Eglinton Street* Goods Station, and injurious Interference with the Lines of Railway in connexion therewith, and those authorized by "The *Glasgow and Paisley Joint* Railway Act, 1864," then the said Powers should cease and determine; provided that in case the *Caledonian* Railway Company should have intimated to the Company under their Common Seal, on or before the First Day of *September* One thousand eight hundred and sixty-four, that they did not desire any such Deviation as aforesaid, then the Suspension aforesaid of the Powers of the recited Act should cease to operate: And whereas the *Caledonian* Railway Company have not made Intimation of any such Desire: And whereas it is expedient that the Company be authorized to make, by way of Substitution for so much of the authorized Line of the Railway No. 1. as lies West of its Junction with the Railway No. 4., and for the Railway No. 5., being the Portions of the Railways of the Company suspended as before set forth, the diverted Lines of Railway herein-after specially described, in order to complete, in Terms of the Requirements of Section Twenty-five of the recited Act, the continuous Communication between the Railway No. 1. and the Joint Line of the *Glasgow and South-western* Railway Company and *Caledonian* Railway Company and the *General Terminus and Glasgow Harbour* Railway respectively, and that they should be authorized to abandon the making of the Portion of the Railway No. 1. and the Railway No. 5. for which these diverted Lines are substituted: And whereas it is expedient and will be for public and local Advantage that the Company should be authorized to construct a Railway to the North Side of the Harbour of *Glasgow* to connect their authorized Lines with the Lines of Rail or Tramway authorized by "The *Clyde* Navigation (*Glasgow* Harbour Tramways) Act, 1864:" And whereas it is expedient that the Company should be enabled to make Deviations of the *Glasgow, Paisley, and Ardrossan* Canal and the *Monkland* Canal, to abandon the authorized Deviations thereof, and to widen a certain Street or Road called *Ark Lane* in the Parish of *Springburn* and County of *Lanark*: And whereas it is expedient that the Company should be enabled to raise additional Capital for the Purpose of constructing the said Railways and Works connected therewith, and of making Provision for Sidings and additional Lines of Rails and Station Accommodation, and otherwise for accommodating the Traffic of the various Companies who have

agreed

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agreed or may yet agree to make use of the Railways, Stations, and other Works of the Company: And whereas Plans and Sections of the said diverted and new Lines of Railway showing the Lines and Levels thereof respectively, with a Book of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands to be taken for the Purposes of this Act, have been deposited in the Offices in the City of *Glasgow* and Town of *Paisley* respectively of the Principal Sheriff Clerks of the Counties of *Lanark* and *Renfrew* respectively, and the said Plans, Sections, and Book of Reference are in this Act referred to as the deposited Plans, Sections, and Book of Reference: And whereas it is expedient that such Arrangements and Agreements should be authorized and such Powers conferred with reference to the Company and to the Undertakings and Companies of the *Edinburgh and Glasgow* Railway Company, the *Glasgow and South-western* Railway Company, the *Caledonian* Railway Company, and the *Scottish Central* Railway Company, and the Trustees of the *Clyde* Navigation, or some of them, as are herein-after expressed: And whereas it is expedient that some of the Powers and Provisions of the recited Act be amended, extended, and enlarged as herein-after mentioned: And whereas the Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

1. This Act may for all Purposes be cited as "*The City of Glasgow Union Railway Act, 1865.*" Short Title.

2. Subject to the Provisions of this Act, Sections Fifty-four to Sixty-one inclusive of the recited Act are hereby repealed. Clauses 54. to 61. of 27 & 28 Vict. c. cclxxxvi. repealed.

3. "*The Lands Clauses Consolidation (Scotland) Act, 1845,*" "*The Lands Clauses Consolidation Acts Amendment Act, 1860,*" "*The Railways Clauses Consolidation (Scotland) Act, 1845,*" "*The Railways Clauses Act, 1863,*" Parts I. and III., and "*The Companies Clauses Act, 1863,*" Parts I., II., and III., (save so far as any of the Sections and Provisions thereof respectively are expressly excepted or varied by this Act,) are incorporated with this Act. 8 & 9 Vict. cc. 19. & 33., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

4. The following Provisions of "*The Companies Clauses Consolidation (Scotland) Act, 1845,*" are incorporated with this Act; (that is to say, Parts of 8 & 9 Vict. c. 17. incorporated.

With respect to the Distribution of the Capital of the Company into Shares;

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- With respect to the Transfer or Transmission of Shares ;  
 With respect to the Payment of Subscriptions, and the Means of enforcing Payments of Calls ;  
 With respect to the Forfeiture of Shares for Nonpayment of Calls ;  
 With respect to the Remedies of Creditors of the Company against the Shareholders, and the borrowing of Money by the Company on Mortgage or Bond ;  
 With respect to the Conversion of the borrowed Money into Capital ;  
 With respect to the Consolidation of Shares into Stock ;  
 With respect to the making of Dividends ; and  
 With respect to the Provision to be made for affording Access to the Special Act by all Parties interested.

Interpreta-  
 tion of  
 Terms.

5. The following Words, wherever they occur in this Act, shall have the Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to that Construction; (that is to say,)

“The Company” shall mean the *City of Glasgow Union Railway Company* :

“The Railway” shall mean the Railways authorized by the *City of Glasgow Union Railway Act, 1864*.

Same Mean-  
 ings to  
 Words in  
 incorporated  
 Acts as in  
 this Act.

6. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Power to  
 raise addi-  
 tional Capi-  
 tal.

7. It shall be lawful for the Company at any Time and from Time to Time to raise such Sums of Money, in addition to the Capital which they are already authorized to raise, as they shall deem expedient, not exceeding in the whole the Sum of One hundred and fifty thousand Pounds.

Power to  
 create new  
 Shares for  
 that Pur-  
 pose.

8. For the Purpose of raising such Sums of Money, the Company may, with the Consent of the Shareholders voting, in person or by proxy, at any General Meeting of the Company specially convened for the Purpose, and holding at least Three Fifths of the paid-up Capital of the Company so represented at such Meeting, and being qualified to vote thereat in right of such Capital, create and issue new Shares or Stock in their Undertaking (not being Preferential Shares or Stock), of such Amount, and to be appropriated and disposed of in such Manner and to such Persons, and on such Terms and Conditions, and with such Rights of voting, as shall be determined by such Meeting.

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9. It shall not be lawful for the Company to issue any such new Shares or Stock, neither shall the same vest in the Holder thereof, till a Sum being not less than equivalent to Thirty Pounds *per Centum* shall have been paid up in respect thereof.

Shares not to vest until Thirty per Cent. paid up.

10. One Fifth of the total Amount of any Share created under the Authority of this Act shall be the greatest Amount of any One Call which the Directors may make in respect of such Share, and Two Months at the least shall be the Interval between successive Calls in respect of any such Share, and no more than Six Pounds *per Share* shall be called up in any One Year.

Calls.

11. When and so soon as the whole of the Capital which the Company is authorized to raise by the Creation of Shares or Stock under this Act shall have been subscribed for, and One Half thereof shall have been paid up, and they shall prove to the Sheriff who is to certify, under the Provisions contained in the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and One Half thereof has been paid up, and that a Sum being not less than equivalent to Thirty Pounds *per Centum* in respect of each Share has been paid up on the Issue and Acceptance thereof, and that every Share is held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, it shall be lawful for the Company from Time to Time, with the Authority of any General Meeting of the Company, to borrow on Mortgage of their Undertaking, in addition to any other Sums which they are or may be authorized to borrow, any Sum or Sums of Money not exceeding in the aggregate Fifty thousand Pounds.

Power to borrow on Mortgage.

12. All Mortgages granted by the Company before the passing of this Act, and which may be in force at the Time of the passing of this Act, shall during the Continuance thereof have Priority over any Mortgages to be granted by virtue of this Act.

Former Mortgages to have Priority.

13. All and every Part of the Monies which the Company are by this Act authorized to raise by new Shares or Stock, or on Mortgage, or by Debenture Stock, shall be applied primarily to the Construction of the Railways and Works by this Act authorized, and the Surplus, if any, may be applied to the general Purposes of the Company.

Application of Sums raised under this Act.

14. Subject to the Provisions of this Act and the Acts wholly or partially incorporated herewith, the Company may make and maintain the several Railways and Works by this Act authorized, in the Lines and upon the Lands delineated on the Plans and described

Power to construct Works authorized by Act, and take Lands.

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in the Book of Reference and according to the Levels defined on the Sections deposited as aforesaid, and may enter upon, take, and use such of the Lands as shall be necessary for these Purposes.

Powers for compulsory Purchases limited.

**15.** 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.

Works authorized by Act.

**16.** The Works by this Act authorized comprise the following Lines of Railway and other Works, with all proper and sufficient Sidings, Stations, Approaches, Buildings, Works, and Conveniences connected therewith ; (that is to say,)

1. A Deviation commencing by a Junction with the Railway between *Glasgow* and *Paisley* belonging jointly to the *Glasgow and South-western* Railway Company and the *Caledonian* Railway Company, or to one or other of those Companies, (herein-after called "the Joint Line,") at a Point on the said Joint Line One hundred and ninety Yards or thereabouts, measuring in a Westerly Direction along the Rails thereof, from the Centre of the Bridge which carries the Road known as the *Shields Road* over the said Joint Line, and terminating by a Junction with the authorized Line No. 1. of the Company at or near the Point where the authorized Line No. 4. of the Company diverges from the authorized Line No. 1. at or near a House or Premises numbered 50 in the Street known as *Rutherglen Loan* in the Parishes of *Govan* and *Gorbals* or One of them :
2. A Deviation commencing by a Junction with the intended Deviation No. 1. at a Point Ninety-five Yards or thereabouts, measuring in a Westerly Direction along the Towing-path of the *Glasgow, Paisley, and Ardrossan* Canal, from the Centre of the Bridge carrying the said Canal over *West Street*, and terminating by a Junction with the Railway of the *General Terminus and Glasgow Harbour* Railway Company at a Point at or near the *Scotland Street Bridge* over the last-named Railway :
3. A Railway commencing by a Junction with the said authorized Line No. 1. of the Company at or near the Shed or Stable numbered 70 on the Plans of the said Railway No. 1. deposited on or before the Thirtieth Day of *November* One thousand eight hundred and sixty-three with the Principal Sheriff Clerks of the Counties of *Lanark* and *Renfrew* respectively, in the City and Parish of *Glasgow*, at a Point Twenty-seven Yards or thereabouts, measuring in a Southerly Direction, from the Entrance Gate of the *Cossack Inn Yard* in *Millar's Place* in the said Parish, and terminating by a Junction with the Line of Rail or Tramway along the North Side of the Harbour of *Glasgow*

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*Glasgow* authorized by "The *Clyde* Navigation (*Glasgow* Harbour Tramways) Act, 1864," at a Point One hundred and four Yards or thereabouts, measuring in a Westerly Direction, from the Pilaster at the North-west Corner of the Bridge across the River *Clyde* commonly called *Glasgow Bridge* :

4. A Deviation of the Course of the Canal called the *Glasgow, Paisley, and Ardrossan* Canal in the Manner shown upon the deposited Plans between a Point on the said Canal One hundred and fifty Yards or thereabouts, measuring in a Westerly Direction, from the Centre of the Bridge carrying the said Canal over *West Street*, and a Point on the said Canal Seventy Yards or thereabouts, measuring in an Easterly Direction, from the Centre of the said Bridge :
5. A Deviation of the Course of the Canal called the *Monkland* Canal in the Manner shown upon the deposited Plans between a Point on the said Canal Two hundred and forty Yards or thereabouts, measuring in a South-easterly Direction, from the Centre of *Millburn House* in the Parish of *Springburn* and County of *Lanark* and a Point on the said Canal Four hundred and fifty Yards or thereabouts, measuring in an Easterly Direction, from the Centre of *Millburn House* aforesaid :
6. The widening and improving of Part of the Road or Street called *Ark Lane* in the Parish of *Springburn* and County of *Lanark* :

Provided always, that the said Railway herein-before described as No. 3. shall not between the Northern Side of *East Clyde Street* and the Termination of that Railway be run over or worked by Locomotive Engines or by Steam Power, but by means of Horse Haulage only.

17. Whereas it is expedient that the Portion of the Railway thirdly herein-before authorized which extends from the Northern Boundary of *East Clyde Street* to the Point of Junction of the said Railway with the Line or Lines of Rails or Tramway along the North Side of the Harbour of *Glasgow*, authorized by "The *Clyde* Navigation (*Glasgow* Harbour Tramways) Act, 1864," should be worked and used in connexion with the said Line or Lines of Rails or Tramway as Part of the Undertaking of the Trustees of the *Clyde* Navigation (herein-after called "the *Clyde* Trustees"), and the *Clyde* Trustees have, on the Conditions herein-after specified, agreed thereto, and to construct the said Portion of Railway, excepting as herein-after mentioned: Therefore, subject to the Provision herein-after contained, the said Portion of Railway shall be constructed by and at the Expense of the *Clyde* Trustees in the Line delineated on a Plan subscribed by Sir *Francis Goldsmid* Baronet, Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred, and the Company shall exercise the Power of taking

Provision as to Construction of Portion of Railway No. 3. by the *Clyde* Trustees.

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Lands for the Purposes thereof and the other Powers conferred by this Act, so far as necessary for enabling the *Clyde* Trustees to construct the same; and the *Clyde* Trustees shall, on obtaining a Conveyance of the Lands purchased and acquired for the said Purposes, repay to the Company all Monies expended by them in purchasing and acquiring such Lands, with Interest thereon at the Rate of Five *per Centum per Annum* from the Date of Payment thereof by the Company, and all Costs incurred in reference to such Purchase and Acquisition: Provided always, that so much of the said Portion of Railway as is to be formed under the Bridges called *Victoria Bridge* and *Glasgow Bridge*, or the Approaches thereto, shall be constructed by and at the Expense of the Company, and the Works by which the said Portion of Railway is carried under the said Bridges or Approaches shall be thereafter maintained by the Company, and the *Clyde* Trustees shall not be bound to repay to the Company any Monies or Costs in relation thereto: Provided also, that, except in so far as may be necessary for enabling the Company and the *Clyde* Trustees to construct the said Portion of Railway in the Line and Manner prescribed by this Section, nothing in this Act contained shall authorize the Company to enter upon, take, or use any Lands or other Property belonging to the *Clyde* Trustees.

The said Portion of Railway No. 3. to be deemed to be Part of the Lines authorized by 27 & 28 Vict. c. ccxlviii.

18. The Portion of Railway described in the immediately preceding Section of this Act, including so much thereof as is to be formed under the said Bridges or Approaches, shall be deemed to be a Part of the Line or Lines of Rails or Tramway along the North Side of the Harbour of *Glasgow* authorized by "The *Clyde* Navigation (*Glasgow* Harbour Tramways) Act, 1864," and the *Clyde* Trustees shall have Right to levy for the Use thereof the same Tolls which are authorized by that Act in respect of the said Line or Lines of Rails or Tramway: Provided always, that the Tolls levied by them in respect of Traffic passing continuously over the whole or any Part of the said Line or Lines of Rails or Tramway and of the said Portion of Railway which is to be deemed a Part thereof as aforesaid shall not together exceed the Tolls leviable under the Powers of the said Act in respect of Traffic passing over the said Line or Lines of Rails or Tramway.

Provision as to the Tolls to be levied on the said Portion of Railway No. 3.

19. The total Receipts from Tolls levied by the *Clyde* Trustees in respect of any Traffic passing from or to the Company's Railway over the whole or any Part of the Portion of Railway referred to in the Two next preceding Sections of this Act, and also over the whole or any Part of the Line or Lines of Rails or Tramway authorized by "The *Clyde* Navigation (*Glasgow* Harbour Tramways) Act, 1864," shall be apportioned according to the Distance which such Traffic shall be conveyed thereon respectively; and if in any Year the



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the Proportion of net Receipts arising to the *Clyde* Trustees from the Tolls (calculated as aforesaid) on the said Portion of Railway which under the Provisions herein-before contained will become Part of their Undertaking shall not amount to Five *per Centum* upon the Monies expended by them in relation thereto, the Company shall within One Month after the Expiration of such Year pay over to the *Clyde* Trustees such a Sum as, together with the said Proportion of net Receipts, will amount to Five *per Centum* upon the Monies so expended; and in the event of any Difference of Opinion in relation to the said Proportion or the Amount thereof the same shall be determined by an Arbiter to be named by the Sheriff of *Lanarkshire*.

20. Subject to the Provisions of this Act, the Company or the *Clyde* Trustees may carry the Railways hereby authorized with One Line of Rails across and on the Level of the Road or Street numbered on the deposited Plans 57 in the *City* Parish of *Glasgow*, and with One Line of Rails along and on the Level of the Roads or Streets numbered on the deposited Plans 57, 62, and 67 respectively in the *City* Parish of *Glasgow*. Level Crossings.

21. In carrying the Railways hereby authorized over the several Roads or Streets numbered on the deposited Plans as follows, the Company may make the Arches for the Purpose of any Span and Height not less than as follows: Span of Arches.

No. on Plan.	Parish.	Description of Road.	Span of Arch.	Height of Arch.
69	Govan Laurieston -	Cumberland Lane -	16 Feet	15 Feet.
85	Govan Laurieston -	Abbotsford Lane -	16 Feet	15 Feet.
98	Govan -	Surrey Lane -	16 Feet	15 Feet.
15	City Parish of Glasgow.	Bridgewater Street -	40 Feet	18 Feet.

22. Subject to the special Provisions in this Act contained, every Street within the *City* of *Glasgow* which shall be crossed by any of the Railways hereby authorized shall be crossed by Bridges of the Height and Span provided by the recited Act. Height of Bridges over Streets in Glasgow.

23. It shall be lawful for the Company to stop up or divert the following Roads or Streets; (that is to say,) Power to stop up certain Roads or Streets.

No. on Plan.	Parish.	Description of Road.
168	Govan - - -	Greenside Lane.
24	City Parish of Glasgow -	Market Place.

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Provision for Reconstitution of Wynds.

**24.** The Company shall, if required by the Corporation of the City of *Glasgow*, by Writing under the Hand of their City Architect, purchase the whole Properties, Sites, and Buildings numbered 4, 6, 7, 8, 9, 10, and 10A within the *City Parish of Glasgow* delineated on the Plan and described in the Book of Reference of Railway No. 1. deposited for the Purposes of this Act, and shall reconstitute and rearrange the same in connexion with the Area which is to be reconstituted and rearranged as provided by Section 35 of the recited Act, and subject to the whole Conditions and Provisions therein contained.

Provision as to Construction of Railway over Cumberland Street.

**25.** In constructing the Railway across the Street called *Cumberland Street* at its Junction with *Surrey Street* the Company shall be bound to carry and construct the same by a Bridge having a clear Height throughout from Building Line to Building Line of not less than Eighteen Feet, and having no intermediate Supports except Two Iron Pillars of not more than Two Feet Six Inches Diameter, to be placed in the Line of the Kerbstone of the Foot Pavement on either Side of the Carriageway of said Streets, and the Company shall keep the Street and Footpaths under the said Bridge properly and sufficiently lighted during the same Hours as the public Lamps of the said City, to the Satisfaction of the Architect of the said City for the Time being.

Special Provision as to Construction of Railway No. 3.

**26.** In constructing the Railway No. 3. it shall not be lawful for the Company, except for the Construction of the Railway in crossing *East Clyde Street*, to take, acquire, or occupy any Part of the Carriageway of said Street, nor shall it be lawful for the Company, in constructing the said Railway along *Great Clyde Street*, to take, acquire, or occupy any Portion of said Street which may be less than 41 Feet distant from the Edge of the Kerbstone of the Foot Pavement on the Northern Side of the said Street; and the Company shall be bound to erect and maintain Fences along the Northern Boundary of the said Railway, so far as situate on the South Side of *East Clyde Street* to the Eastward of *Victoria Bridge*, of such Height, Design, Material, and Dimensions as may be required by the Architect of the City of *Glasgow*.

Provision as to crossing Main Street.

**27.** In carrying the Railway over *Main Street* the West Building Line of said Street for the Purposes of this and of the recited Act shall be deemed to be as far from the Building Line on the East Side of the said Street as it would have been under the said recited Act.

Design and Structure of Bridges.

**28.** The Design and Structure of every Bridge to be constructed under the Authority of this Act shall be such as shall be settled and agreed by the Engineer for the Time being of the Company and the Architect of the City of *Glasgow* for the Time being, or in case of Difference between them by an Engineer or Architect to be named  
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by them, or if within One Calendar Month from the Time of the Difference between them arising they do not agree in such Nomination, to be named, on the Application of either of them, by the Sheriff of the County of *Lanark* for the Time being.

**29.** In carrying the said Railway No. 3. across *East Clyde Street*, and wherever the same passes on the Level of *Great Clyde Street* to the West of *Victoria Bridge*, the Railway shall be constructed so that the upper Surface of the Rails shall be on the Level with the Roadway; and the Company shall be bound to maintain the Causeway of the said Street within the Lines of the said Railway in good and sufficient Repair, to the Satisfaction of the Master of Works under the "*Glasgow Police Act, 1862*," and shall be bound to repave and restore to his Satisfaction any Portion of any public Street within the said City which may be injured or interfered with by the Works hereby authorized; and failing their so maintaining, repaving, and restoring as aforesaid, the Board of Police of *Glasgow* shall be entitled to execute all Works necessary therefor at the Expense of the Company; and when the Level of any public Street is altered, the Board of Police of *Glasgow* shall be entitled, at the Expense of the Company, to alter the Level of the adjacent Portions of the Streets so that the Gradients thereof shall be as little injuriously affected as possible; and an Account or Accounts, to be from Time to Time certified by the said Master of Works, shall be Evidence of the Execution of the Works and the Cost thereof; and the Amount of the said Account or Accounts shall be a Debt or Debts due by the Company to the said Board of Police.

Company to repair Streets interfered with by Works.

**30.** Nothing in this Act contained shall confer on the Company any Right of Property or other Right in any Street or Streets under the Jurisdiction and Control of the Board of Police of *Glasgow*, and crossed or passed over on the Level, except for the Purpose of making, maintaining, and using the Railways subject to the Provisions of this Act.

Act not to prejudice Jurisdiction of Board of Police.

**31.** In respect of the taking, Appropriation, and crossing of the Streets called *Bridgewater Street*, *Market Street*, *East Clyde Street*, and *Great Clyde Street*, for the Construction of Railway No. 3., the Company shall pay within Two Years of the passing of this Act to the Corporation and Board of Police of the City of *Glasgow* such Sum as may be determined by the Award of *John Burnet*, Architect in *Glasgow*, whom failing, by an Arbiter to be appointed by the Sheriff of the County of *Lanark*, on the Application of either of the said Parties.

Compensation for taking and crossing of Streets.

**32.** And whereas by reason of the Construction of the Railways by this Act authorized on the North Side of the River *Clyde*, and

Company to make good Deficiencies in Rates the

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during Construction of Railway.

the taking down of Houses, Buildings, and other Premises and Conveniences, and the taking of Land, in pursuance of this Act, Deficiencies may arise in the Assessments for the Poor, Police, and other Rates in the Parishes in the City of *Glasgow* through which the said Railways are intended to pass: Therefore the Company shall, from and after the Period when any Lands, Houses, Buildings, or Premises shall be taken or become unoccupied or untenanted by reason of the same being required for the Purpose of the said Railways, or any One or more of them, on the North Side of the River *Clyde*, by Notice from the Company, up to the Period when the said Railways shall be assessed to such Rates as aforesaid, be assessed and rated for the same Premises respectively in such Sum and Sums of Money as the same were assessed and rated at the Time of the passing of this Act, and the Company shall pay and make good out of the Monies of the Company all such Rates as aforesaid, and in default of Payment thereof the same shall be payable by and may be levied and recovered from the Company.

Saving "The Glasgow Police Act, 1862."

**33.** Nothing in this Act contained, except so far as concerns the Construction and Use of the Railways, shall affect, alter, or interfere with "The *Glasgow* Police Act, 1862," or the Enactments, Powers, and Provisions therein contained, or the Byelaws made or to be made under the Authority thereof, in relation to the Management and due Regulation of the Streets of the City of *Glasgow*, or that Portion of them on which the Railways authorized by this Act may pass, the Traffic thereon or otherwise, or the Construction, Repair, Maintenance, and Cleansing of Sewers within the said City.

Provision as to carrying Railway No. 3. under Accesses to Bridges.

**34.** The Openings or Tunnels to be made for carrying the Railway No. 3. under the Approaches or Accesses to *Victoria Bridge* and *Jamaica Street* or *Glasgow Bridge* respectively shall be constructed by the Company according to a Plan and Design to be settled and agreed upon between the Engineer for the Time being of the Company and the Engineer for the Time being of the said Bridges, or, in case of Difference of Opinion, by an Engineer or Architect to be named by them, or if, within One Calendar Month from the Time of Difference, they do not agree in such Nomination, then by an Oversman or Architect to be named, on the Application of either of them, by the Sheriff of the County of *Lanark*; and such Openings or Tunnels shall be made at the Risk of and be upheld in all Time coming by the Company, and the Company shall be responsible for all Damages that may be occasioned to the said Bridges by or through their Operations.

Protecting Works of Glasgow Water Commissioners.

**35.** Whereas the Mains and Pipes of the Commissioners acting under "The *Glasgow* Corporation Waterworks Act, 1855," (in this Act called

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called "the Water Commissioners,") are laid along the various Roads and Streets after mentioned which will be crossed or interfered with by the Railways and other Works by this Act authorized; namely, *Eglinton Street, Cumberland Street, and Main Street, Gorbals*, all in the Parish of *Govan*, *East Clyde Street* in the City Parish of *Glasgow*, and *Duke Street* in the Parish of *Springburn*, and it may be necessary for the Purposes of this Act to interfere with the said Streets and Mains and Pipes therein respectively: And whereas the Inhabitants of the City of *Glasgow* are supplied with Water by the Water Commissioners by means of the said Mains or Pipes: And whereas it is expedient that Provision be made for preventing any Interruption of the Supply of Water by the Water Commissioners to the Inhabitants of the said City: Therefore the following Provisions in that Behalf shall be binding on the Company and have full Effect; (that is to say,)

(A.) At least Twenty-one Days before the Company commence any Works the Execution of which would in any way interfere with or affect any Part of the said Mains or Pipes they shall give to the Water Commissioners Notice thereof in Writing, accompanied by Plans and Sections, Working Drawings and Specifications, showing the Manner in which the proposed Works are to be executed at the said Points of crossing respectively, which shall include all Beams, Girders, Troughs, Culverts, and Masonry which may be necessary for conveying, supporting, and protecting the existing Mains or Pipes of the Water Commissioners, and any additional Pipes which may be laid by the Water Commissioners under the Powers of their existing Acts, together with all Scour Pipes and Air Valves which may be rendered necessary by the Operations of the Company, and also the Means, where any are required, of supporting, diverting, or protecting the Pipes during the Operations of the Company, which Plans and Sections shall be approved of by the Commissioners Engineer previous to the Works of the Company being commenced, or in the event of any Difference of Opinion between the said Engineer and the Engineer of the Company such Difference shall be settled by an Arbitrator to be appointed by the Sheriff of the County of *Lanark*, and the Expense of such Arbitration shall be paid by the Company:

(B.) Before any Mains or Pipes are in any way interfered with, to the Effect of interrupting the Supply of Water through the then existing Mains, there shall be laid down Mains or Pipes of Dimensions not less than the Mains or Pipes which are to be so interfered with, and having Junctions at each End thereof with the then existing Mains or Pipes, so as to provide for the uninterrupted Supply of Water for all Purposes during the Execu-

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tion of the Works, as fully and freely as if the then existing Mains and Pipes were not interfered with :

- (C.) When the Mains and Pipes so interfered with are replaced, and the Roadways over the same are made good, any temporary Mains or Pipes which may have been inserted shall be disconnected from the then existing Mains; and when the full and free Flow of Water for all Purposes through the Mains so replaced shall be restored such temporary Mains and Pipes may be removed :
- (D.) The Works approved of by the Engineer of the Water Commissioners or such Arbitrator, so far as they interfere with or affect any of the Works or Water Supply of the Water Commissioners, shall be executed by the Water Commissioners, or by such Persons as they shall think fit, and under the sole Direction of their Engineer; and during the Progress of those Works the said Engineer may, if he think fit, execute any incidental Works which he deems requisite for the Protection of the Water Commissioners, in accordance with this Section :
- (E.) If the Water Commissioners, for Ten Days next after the Day named in the Notice served by the Company for the Commencement of the Works interfering with or affecting the said Mains and Pipes or any of them, or for Ten Days after such later Day as the Company by Notice in Writing to the Water Commissioners may have named for commencing the Works, fail to commence or at any Time thereafter fail to proceed with reasonable Despatch in the Execution of the Works, the Company, at their own Expense, may remove, alter, or otherwise interfere with the said Mains or Pipes or any of them in such Manner and to such Extent as they deem necessary, and execute all such other Works as they deem requisite for preventing any Interruption to the Supply of Water by the Water Commissioners :
- (F.) The Company shall pay to the Water Commissioners the Amount of all reasonable Costs, Charges, and Expenses incurred by the Commissioners in or about or in any way relating to the Works so executed by them, including a reasonable Sum as Remuneration to their Engineer for his Services in that Behalf.

Water Commissioners not liable for Damage arising from Alterations of Mains, &c.

**36.** The Water Commissioners shall not be liable for any Damage or Injury done to the Works of the Company, or to any of the Roads or Streets crossed by the Railways hereby authorized, or otherwise howsoever, by reason of any of the Works executed under this Act or consequent on the Execution thereof; and the Company shall indemnify the Water Commissioners and save them harmless from  
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and against the Consequences of all such Damages or Injury, unless such Damage or Injury shall have been occasioned by the Default or Neglect of the Water Commissioners, or their Agents, Officers, Workmen or Servants.

**37.** If at any Time any Accident shall occur to the Mains and Pipes belonging to the Water Commissioners at or near any of the said Points of crossing, in respect of which it may be necessary to interfere with any of the Works of the Company, it shall be lawful for the Water Commissioners immediately to repair the said Mains or Pipes in such Manner as to occasion as little Delay and Inconvenience as may be to the Traffic of the Railways of the Company: Provided always, that the Water Commissioners shall, either before or as soon as practicable after the Commencement of such Repair, give Notice thereof to the Company; provided also, that it shall be lawful for the Company on the Occurrence of any such Accident to repair any Damage that may be thereby caused to the Railways hereby authorized, so far as the same can be repaired without interrupting the Repair of the said Mains or Pipes.

Water Commissioners may repair Accidents to Pipes.

**38.** The Water Commissioners shall not be liable for any Loss or Damage which may happen to the Railways hereby authorized or Works connected therewith, or to the Rolling Stock used or to the Passengers or Goods conveyed upon the said Railways, by reason of any Accident which may at any Time happen to the said Mains or Pipes at or near any of the said Points of crossing, nor for any Loss or Damage to the Company arising from the Stoppage or Loss of Traffic on the said Railways during the Repair of the said Mains or Pipes which may be necessary in consequence of such Accident, but the Company shall indemnify them and save them harmless from and against the Consequences of such Damage, Stoppage, or Loss.

Water Commissioners not to be liable for Damage arising from such Accidents.

**39.** Nothing in this Act shall prevent the Water Commissioners from laying from Time to Time, as they think proper, additional Pipes for the Purposes of the said Waterworks at or near the said Points of crossing, and within the Area of the said Streets and Roads, where the same are crossed by the Railways hereby authorized, and the Water Commissioners shall not be liable for any Damage to the said Railways or Works connected therewith or for any Stoppage of the said Railways or Loss of Traffic thereon that may be caused by the laying of such additional Pipes at or near the said Points of crossing; but the Company shall indemnify the Water Commissioners and save them harmless from and against the Consequences of such Damage, Stoppage, or Loss; and the Water Commissioners shall give to the Company Twenty-one Days Notice in Writing, accompanied by Plans, Sections, and Specifications, showing

Commissioners may lay additional Pipes.

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showing the Manner in which such additional Mains or Pipes are to be laid, before commencing the laying of such additional Pipes, and shall complete the same with all reasonable Despatch: Provided always, that the Company shall be entitled to execute such Works as they may think necessary to secure the Railways hereby authorized from Injury, and prevent Interruption to the Traffic thereon during the laying of such additional Pipes, but so that such Works shall not interrupt the laying of those Pipes; provided also, that the Works necessary for laying such additional Pipes by the Water Commissioners at the said Points of crossing respectively, and the Works necessary to secure the said Railways and the Traffic thereon from Damage or Interruption as aforesaid, shall be made and completed according to a Plan to be approved of previously to the Commencement of any such Works by the Engineers for the Time being of the Water Commissioners and of the Company respectively, or, in case of Difference, then according to a Plan to be so approved of by an Arbitrator to be appointed by the Sheriff of the County of *Lanark*, on the Application of either Party.

Further Provision as to Interference of Pipes.

40. Should it be necessary for the Company to interfere with or alter the Surface of any Road or Street not herein-before specifically mentioned in which any Main or Pipe of the Water Commissioners is or may be laid the Company shall be bound to leave not less than Three Feet of Covering from the Surface of the Road over every Main or Pipe so altered or interfered with.

Reserving certain Provisions of 8 & 9 Vict. c. 33.

41. The special Provisions herein contained for the Protection of the Water Commissioners and the Waterworks shall not be deemed to supersede or dispense with the Provisions of "The Railways Clauses Consolidation (*Scotland*) Act, 1845," Sections Eighteen to Twenty-three, both inclusive, but those Provisions respectively, except in so far as they may be inconsistent with any of the special Provisions herein contained, shall be and remain in full Force and Effect.

Provision as to Diversion of the Monkland Canal, belonging to the Forth and Clyde Navigation.

42. The Company, before they shall enter upon or interfere with the said *Monkland* Canal, or the Lands or other Works belonging to the Company of Proprietors of the *Forth and Clyde* Navigation (herein-after called "the *Forth and Clyde* Canal Company"), shall comply with the following Provisions, and construct the Works and do the other Acts herein-after specified:

1. The said Diversion of the said Canal shall be at least Fifty Feet in Breadth at the Surface through its whole Course, and Seven Feet in Depth, with a Wall in the Towing-path Slope of the said diverted Canal, or the Company shall set such Towing-path Slope with Flagstones similar to the Flagstone Facing in  
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the existing Canal; and the said Canal shall be as capable of conveying the Trade of the Canal as speedily and advantageously as the present Line of the said Canal where so diverted:

2. A proper Towing-path shall be constructed of at least Fifteen Feet in Breadth from the Margin of the Canal to a Stone Wall to be built by the Company along the outward Side of the Towing-path:
3. The Canal Wharves which shall be removed by the Diversion of the Canal shall be replaced by Wharves to be constructed by the Company on the diverted Canal, and such Wharves shall be in all respects as efficient as the Wharves on the existing Canal, and Accesses or Roads shall be constructed from the said Wharves to the *Millbank* Works within the Limits of Deviation marked on the deposited Plans, in all respects as good as the Accesses or Roads from the present Wharf to the *Millbank* Works:
4. The Aqueduct to carry the diverted Canal over the Railway, besides giving the Canal and Towing-path of the Breadth before specified, shall be constructed so as to extend so far to the Northward as to give Twelve Feet of level Bank for a Road or Path between the Water of the Canal and the Northern Parapet of the Aqueduct:
5. The *Forth and Clyde* Canal Company shall have Power, if they think it desirable to do so, to construct a Road Bridge over the Railway at a Point at or near to where the Centre Line of the Railway is intended to cross the present Line of Canal:
6. The Company shall legally vest in the *Forth and Clyde* Canal Company the Ground on which the diverted Canal and Works shall be formed, as well as the whole Ground lying between the diverted Canal and the existing Canal, excepting so much thereof as may be required for the Construction of the Railway and Works of the Company:
7. The existing Canal shall remain open up to a Point at or near to where the Centre Line of the Railway is intended to cross the present Line of Canal, and shall continue the Property of the Canal Company as well as the other Ground, excepting only the Ground occupied by the Line of the Railway and Works of the Company:
8. The permanent Diversion of the Canal and all the Works in connexion therewith or relative thereto, including Towing-paths and Accesses, shall be completed within Two Years from the passing of this Act:
9. The Diversion of the Canal and the Works connected therewith, including the Towing-paths, Wharves, Accesses, and other  

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Works, shall be executed at the Sight and to the Satisfaction of *John Frederick Bateman*, Civil Engineer, *London*, or *James Leslie*, Civil Engineer in *Edinburgh*, and failing both of them, of an Engineer to be appointed by the Company and the said Canal Company; and if on being filled with Water the said Diversion shall remain free from any Leakage for Two Months or other shorter Period, as the said Engineer shall think sufficient, the same shall, under an Order in Writing from the said Engineer, be then opened for Traffic, and so much of the said Canal as the said Diversion is substituted for may be closed, except as herein specified:

10. All the said Works shall be executed at the Expense of the Company, according to the Plans to be approved by the said Engineer, and the Company shall also pay the Fees and Expenses of and incurred by the said Engineer in relation to the Works.

The Works to be completed and upheld at the Risk of the Railway Company.

**43.** The aforesaid Operations with reference to the *Monkland* 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 Canal and Works connected therewith belonging to the said Canal Company or to the Traders on the Canal or to the adjoining Country, by or in consequence of the Operations of the Company, whensoever such Damages may occur; and the Portion of the said Canal which shall be so diverted or altered by the Company, including all Works and Buildings therewith connected at present in existence, or which may hereafter be formed by the Company, shall be maintained by them in all Time coming in a State of perfect Repair, free from all Leakage.

Works of Company not to impede Traffic on Canal.

**44.** If the said Diversion of the said Canal or the Works and Buildings therewith connected, or any of them, shall be so constructed or maintained by the Company as to impede Boats, Barges, or other Vessels or Traffic 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 Secretary or any Officer of the Company, the said Canal Com-  
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pany may sue for and recover the same, together with full Expenses, against the Company, by Action in the Court of Session in *Scotland*, or before the Sheriff of the County of *Lanark*, or the same may be recovered in like Manner as any other Penalties under this Act.

**45.** If there shall be any Leakage in the said Diversion of the said Canal, or if the said Diversion 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 such Leakage or Disrepair to the Chairman or Secretary of the Company forthwith proceed to execute the Works necessary for the Removal of such Leakage or for completely repairing the said Diversion of the Canal and Works connected therewith, then the said Canal Company are hereby empowered to perform all such Operations as may be necessary for any of the above Purposes, at the Risk of the Company, and that without Prejudice to the Right of the said Canal Company to recover the Amount of all actual Damage which may be done by such Leakage or Disrepair, or, in their Option, liquidated Damages, at the Rates herein-before provided, so long as such Leakage or Disrepair shall continue, 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 Expense of all Operations which may be performed by them in removing such Leakage or in making such Repairs; and in default of Payment of such Expense and of such actual or liquidated Damages the same may be recovered as herein-before provided with reference to Damages for impeding the Passage along the said Canal.

Provisions as to Leakage and Repair of Canal.

**46.** 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 enter upon or interfere with any Part of the Lands, Canal, or other Works of the said Canal Company, or to alter the Line of the said Canal or Towing-path, except as herein provided, or to alter the Level or reduce the Breadth of the Canal or Banks or Towing-path, or any Part thereof, or the Depth of the said Canal, or in any Manner to obstruct or impede the Use of the said Canal or Towing-path, or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Water in the said Canal or of any Stream or other Supply of Water which is now used or which may be taken for the Use thereof; and it shall not be lawful for the Company, in constructing their Railway under the said Canal, to leave less than a clear Depth in the said Canal of Seven Feet below the Top-water Level

Saving Rights of Forth and Clyde Navigation Company.

*The City of Glasgow Union Railway Act, 1865.*

Level of the same: Provided nevertheless, that nothing herein contained shall prevent the Company from carrying into execution the Powers of the recited Act for constructing and from Time to Time repairing and maintaining the said Railway where it shall pass under the said Canal.

Vesting Deviation of Monkland and Paisley Canals in the Company of Proprietors of these Canals.

47. The Deviations of the *Monkland* Canal, and of the *Glasgow, Paisley, and Ardrossan* Canal, respectively, hereby authorized, when completed, shall vest in and belong to the *Forth and Clyde* Canal Company and the Company of Proprietors of the *Glasgow, Paisley, and Ardrossan* Canal (herein-after called "the *Paisley* Canal Company") respectively, and be deemed to be and become a Part of their respective Undertakings, and subject to the Provisions of the Acts regulating the same respectively.

Providing for Execution of Works of Deviation of Paisley Canal.

48. The Works of and connected with the new or deviated Portion of the last-mentioned Canal shall be done on the most approved Principle and in the most substantial Manner, and by and at the sole Risk and Expense of the Company; and the new or deviated Portion of the Canal shall be in all respects as convenient for the *Paisley* Canal Company as the present, and shall be maintained by the Company in good Repair, and free of Leakage, for One Year after the same shall be opened for Traffic; and such Works shall be executed and so maintained at the Sight and to the Satisfaction of *James Leslie*, Civil Engineer, *Edinburgh*, whom failing, of an Engineer to be appointed by the *Paisley* Canal Company and the Company, and according to Plans and Specifications to be approved of by the said Engineer; and if on being filled with Water the said Diversion shall remain free from any Leakage for Two Months or such other shorter Period as the said Engineer shall think sufficient, the same shall, under an Order in Writing from the said Engineer, be then opened for Traffic, and so much of the present Canal as the said Diversion is substituted for may thereupon be closed; and the Company shall also pay the Charges and Expenses of and incurred by the said Engineer in relation to the Works and of and connected with giving the *Paisley* Canal Company a valid Title to the new or deviated Canal and Pertinents.

Providing for carrying on Traffic on Canal.

49. During the Time of the Construction of the Works in relation to the Deviation of the said *Paisley* Canal, which Time shall not exceed Twelve Months, the Traffic on the Canal shall not be interrupted, and the Works shall be so carried on as to leave at all Times a clear Waterway sufficient for the Passage of a Boat Ten Feet wide, drawing Four Feet Six Inches of Water, and a Towing-path of not less than Six Feet wide; and in case the Traffic shall be interrupted,

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interrupted, the Company shall pay to the *Paisley* Canal Company, as by way of ascertained Damages, the Sum of Five Pounds for every Hour during which such Interruption shall continue for the First Forty-eight Hours, but if beyond Forty-eight consecutive Hours, then the Sum of Ten Pounds for every Hour during which such Interruption shall continue after such First Forty-eight Hours, or, in the Option of the *Paisley* Canal Company, the actual Loss and Damage which they may sustain or incur by such Interruption.

50. Nothing in this Act contained shall authorize the Company to acquire from the *Paisley* Canal Company any Land belonging to that Company situate within the Distance of Twenty-nine Feet from the Southmost of the Main Rails of the Joint Line of Railway between *Glasgow* and *Paisley*.

Saving  
Rights of  
*Paisley*  
Canal Com-  
pany, &c.

51. The Railways and Works by this Act authorized shall be completed before the Expiration of Five Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the same respectively shall cease to be exercised, except as to so much thereof respectively as is then completed.

Period for  
Completion  
of Railways.

52. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Six thousand seven hundred and twenty Pounds (being Eight *per Centum* upon Eighty-four thousand Pounds, being the estimated Cost of the new Railways by this Act authorized, and the Amount by which the Estimate of the Expense of the deviated Railways by this Act authorized exceeds the estimated Expense of the Portions of Railway by this Act directed to be abandoned,) has been deposited in the *Union Bank of Scotland* in the Name and with the Privity of the Queen's Remembrancer of the Court of Exchequer in *Scotland*, in respect to the Application to Parliament for this Act: Therefore, notwithstanding anything in that Act, the Sum of Six thousand seven hundred and twenty Pounds so deposited, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such a Bond as in this Section mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order lodged in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company, before the Expiration of the Period limited by this Act for the Completion of those Railways, either open the same for the public

Security for  
Completion  
of Railways.

*The City of Glasgow Union Railway Act, 1865.*

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

Parts of  
authorized  
Railway and

**53.** The Company may abandon the making of the following Portions of the Railway and Works rendered unnecessary by the making

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making of the substituted Lines of Railway by this Act authorized; Works to be abandoned.  
(that is to say,)

First, the Portion of the Railway No. 1. authorized by the recited Act between the Commencement and the Termination of the first substituted Line of Railway by this Act authorized :

Secondly, the Deviations of the *Glasgow, Paisley, and Ardrossan* and *Monkland* Canals authorized by the recited Act :

Thirdly, the Railway No. 5. authorized by the recited Act.

**54.** In any Case where before the passing of this Act any Contract was entered into or Notice given by the Company for purchasing any Lands which the Company were authorized to purchase, for the making of any Portion of Railway by this Act authorized to be abandoned, the Company shall make to the Owners or Occupiers of and other Persons interested in the Lands full Compensation for all Injury and Damage sustained by them respectively by reason of the Purchase not being completed, pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Consolidation (*Scotland*) Act, 1845," for determining the Amount and Application of Compensation to be paid for Lands taken under the Provisions thereof. Company to make Compensation for Lands contracted for.

**55.** The Authority by this Act given for abandoning the making of Portions of the Railway and Works shall not prejudice or affect the Right of any Owner or Occupier of any Lands which the Company were authorized to purchase for the making of those Portions of Railway respectively to receive from the Company Compensation for any Damage occasioned by the Entry of the Company on the Lands, or anything done by the Company therein. Compensation for Entry on Lands. &c.

**56.** Subject to the Provisions herein contained, the Lands and Property from Time to Time acquired by the Company under this Act, and the Lines of Railway and Works by this Act authorized, shall for all Purposes of Tolls, Rates, and Charges, and for all other Purposes whatsoever, be Part of the Undertaking, Railway, Works, and Property of the Company, as if the Company had by "*The City of Glasgow Union Railway Act, 1864,*" been authorized to acquire, make, and maintain the same. New Lines of Railway to be Part of the Company's Undertaking.

**57.** The Company shall, not less than Eight Weeks before they take in any Parish Houses amounting to Fifteen in Number or more occupied by Persons belonging to the Labouring Classes either wholly or partially as Tenants or Lodgers, make known their Intention Notice to be given by Company of taking Houses of Labouring Classes.

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tention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses; and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner hereinbefore required.

Confirming Agreement with Edinburgh and Glasgow and Glasgow and South-western Railway Companies.

58. The Agreement set forth in the Schedule to this Act, made by the *Glasgow and South-western* Railway Company of the First Part, the *Edinburgh and Glasgow* Railway Company of the Second Part, and the Company of the Third Part, is hereby confirmed; and all the Powers, Reservations, Payments, Agreements, and Stipulations therein contained, to be exercised, made, or performed by or on behalf of the said Companies respectively, shall be binding upon the said Companies respectively, and shall be exercised, made, and performed by and may be enforced against the said Companies respectively in the same Manner in all respects as if the Covenants and Obligations thereby entered into and come under by each of the said Companies respectively had been imposed upon them, and the Powers and Privileges thereby granted had been granted by or under special Enactments for that Purpose in this Act contained, and as if the Provisions of the said Agreement were respectively repeated and re-enacted in this Act with respect to such Companies respectively.

Power to enter into other Agreements with the Caledonian and other Companies as to Stations, &c.

59. It shall be lawful for the Company on the one Part, and for the *Caledonian* Railway Company or the *Scottish Central* Railway Company, or either of the said Companies, on the other Part, to make and enter into any Contracts and Agreements for the Use by the said Companies, or any or either of them, of any Station or Stations and Depôts belonging to or to be made and acquired by the Company at *Glasgow*, and generally to enter into and carry into effect such Arrangements in reference thereto, and for the proper and convenient Management and Regulation thereof, and the Rates or other Remuneration to be paid for the Use thereof, as may be mutually agreed upon between the Company and the said other Companies, or either of them; and every such Contract, Agreement, or Arrangement may contain such Stipulations and Provisions as may be mutually agreed upon between the Companies Parties thereto respectively.

Arbitration in regard to Stations.

60. If any Questions, Disputes, or Differences shall arise between the Company and the *Caledonian* or the *Scottish Central* Railway Companies, or either of them, in regard to the Arrangement, Management,



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ment, or Use of the said Stations, or in regard to any Agreement as to the Matters aforesaid or any of them, or otherwise in relation thereto, the same shall from Time to Time, so often as they shall arise, be settled by Arbitration in the Manner provided by "The Railways Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Settlement of Disputes by Arbitration.

**61.** Notwithstanding that it may not be requisite to take for the Purposes of the Railway or Works any Portion of a certain Church and accessory Buildings numbered 91 on the deposited Plans, the Owners thereof shall be entitled to such Compensation as may be determined in manner provided by "The Lands Clauses Consolidation (*Scotland*) Act, 1845," in respect of the Use, Enjoyment, and Value of the said Church and accessory Buildings being injuriously affected by the Execution of the Railway and Works.

Provision with reference to a certain Church and Buildings numbered 91. on Plans.

**62.** Nothing in this Act contained shall affect the Rights of the present Town Clerks of *Glasgow*, or preclude them, as Statutory Keepers of the Register of Sasines of the Burgh, from exacting the same Fees in respect of or in lieu of expeding Infestments, or recording Conveyances of Heritable Subjects therein, that they were legally entitled prior to the passing of this Act to exact in respect of such Infestments or Conveyances or Transmissions of such Heritable Subjects.

Saving Rights of present Town Clerks of Glasgow.

**63.** The Company shall not, out of any Money by any Act relating to them authorized to be raised by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of any Calls made on his Shares: Provided that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with the Provisions in that Behalf of "The Companies Clauses Consolidation (*Scotland*) Act, 1845."

Interest not to be paid on Calls paid up.

**64.** The Company shall not, out of any Money by any Act relating to them authorized to be raised by Shares or by borrowing, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, is required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to make any Railway, or execute any other Work or Undertaking.

Deposits for future Bills not to be out of Capital.

**65.** Nothing in this Act contained shall exempt any Railway to which this Act relates from the Provisions of any present or future General Act relating to Railways or to the Accounts of Railway Companies, or from any future Revision or Alteration, under the

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

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*The City of Glasgow Union Railway Act, 1865.*

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Authority of Parliament, of the maximum Rates of Fares and Charges by any Act relating to those Railways respectively authorized, or the Rates for small Parcels thereby authorized.

Expenses of  
Act.

**66.** All the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act shall be borne and paid by the Company.

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*The City of Glasgow Union Railway Act, 1865.*

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**SCHEDULE** referred to in this Act.

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HEADS OF ARRANGEMENT between the Glasgow and South-western Railway Company of the First Part, the Edinburgh and Glasgow Railway Company of the Second Part, and the City of Glasgow Union Railway Company of the Third Part.

1. The Glasgow and South-western Company to subscribe for 30,000 Shares of 10*l.* each, and the Edinburgh and Glasgow Company to subscribe for 30,000 Shares of 10*l.* each, of and in the Capital of the City of Glasgow Union Railway Company.

2. The Glasgow and South-western and Edinburgh and Glasgow Companies each to appoint Three Directors in the Union Company, and the latter Company to appoint Three Directors.

3. The Union Railway Company to make no Arrangements with other Companies more favourable to those Companies than to the Glasgow and South-western and Edinburgh and Glasgow Companies.

4. The Glasgow and South-western and Edinburgh and Glasgow Companies shall be entitled to fix the Rates on Goods, Cattle, and Mineral Traffic to or from any Station on or beyond their own Lines from or to any Station on or beyond the Union Railway; and with regard to such Traffic they shall pay as Toll for such Traffic being conveyed over the Union Railway (but exclusive of Station Accommodation) a Sum upon each Ton of Goods or Minerals based upon a Mileage Apportionment of the divisible Rate, after deducting Terminals, the Distance to be charged for being computed at twice the actual Distance traversed on the Union Line, according to the Rules of the Clearing House; but the Toll shall in no Case be less than 6*d.* per Ton for Goods and Minerals and 2*s.* per Waggon-load of Live Stock, unless by Consent of Parties; and with regard to Goods and Mineral Traffic to or from any Station on the Union Line, the Companies using the Union Railway for such Traffic shall pay for Minerals a Charge not exceeding 3*d.* per Ton, for Goods 4*d.* per Ton, and for Live Stock per Waggon 1*s.*

5. The Companies using the Union Railway shall have the Power to fix the Passenger Fares from or to any Station on or beyond their own Lines to or from any Station on or beyond the Union Railway, and the Companies shall pay to the Union Company as Toll for each such Passenger conveyed over the Union Railway to or from any Station beyond the Union Railway  
a Sum

*The City of Glasgow Union Railway Act, 1865.*

a Sum based upon a mileage Apportionment of the gross Rate after deducting Government Duty, the Distance to be paid for to the Union Company being computed at twice the actual Distance traversed on that Railway; and with regard to Passenger Traffic to or from any Station on the Union Railway, the Companies using the Union Railway shall pay to the Union Company the following Tolls in respect of each such Passenger (but exclusive of Station Accommodation); viz., when the actual Distance traversed by the Passenger does not exceed 25 Miles of the Lines of either the First or Second Party, as follows:

	<i>s.</i>	<i>d.</i>
First Class - - - - -	0	1½
Second Class - - - - -	0	1
Third Class - - - - -	0	0¾

And when the actual Distance so traversed by the Passenger exceeds 25 Miles, as follows:

	<i>s.</i>	<i>d.</i>
First Class - - - - -	0	2
Second Class - - - - -	0	1½
Third Class - - - - -	0	1

6. The Glasgow and South-western and the Edinburgh and Glasgow Companies shall pay in respect of Stations and Station Accommodation in manner following; that is to say, the Rental to be charged to the said Companies using any Station or Stations, or Parts thereof, shall amount in the aggregate to 5*l.* per Centum per Annum on the Cost of the same, which Cost shall include Works, Lands, and Buildings, and also the Cost of the Branch Lines from the Main Lines into Terminal Stations; and each Company shall contribute to the said Rental in proportion to their Use of any of said Stations respectively, and shall contribute in the like Proportion to the Cost of Insurance, Maintenance of Way, and Buildings, Staff, Signals, Rates, Taxes, Water, Gas, and other Expenses incidental to the proper working of the Stations respectively. Each Company to have the Option of appointing their own Staff of Servants and Officials within the Station used by them.

7. The Edinburgh and Glasgow Company shall have Right in perpetuity to One Half at least of the College Ground, and may remove the Materials of their present Goods Station and other Erections and Fittings at Sighthill, and re-erect the same at the College, with such Alterations and Additions as they may consider necessary, all at their own Cost, and shall pay to the Union Company Five per Centum per Annum upon the Cost Price of at least One Half of the Land at the College.

8. The Union Railway Company, at their own Expense, to maintain, man, and signal the Railway in so far as these Services are separate from the Services to be rendered at the Stations as defined in Art. 6, exclusive of Stations and Station Signals.

9. The Union Railway Company to have the Control of the Signals and working the Lines, and to settle all Disputes, Questions, or Differences which may

*The City of Glasgow Union Railway Act, 1865.*

may arise between or among the Companies using the Union Railway with regard to the Use thereof.

10. A formal Agreement in accordance with these Heads, and containing an Arbitration Clause, to be prepared at the Sight of John Horatio Lloyd, Esquire, Barrister-at-Law, whom failing George Saint George Burke, Esquire, Barrister-at-Law, and all Differences to be referred to the said John Horatio Lloyd, whom failing the said George Saint George Burke.

11. This Agreement, or any more formal Agreement to follow hereon, to be confirmed or given Effect to by the "City of Glasgow Union Railway Act, 1865," so far as the Consent of Parliament can be obtained. Failing the Agreement being so confirmed or given Effect to, or as to such Parts thereof as may not be confirmed or given Effect to by the Act, the Glasgow Union Company to apply to Parliament in next Session, or succeeding Session or Sessions of Parliament, till obtained, for Powers to carry out this Agreement. The Glasgow and South-western and Edinburgh and Glasgow Companies to support the depending Bill or any future Bill to be introduced for the Purposes aforesaid.

In witness whereof these Presents, consisting of Four Pages, the whole being printed, with the Exception of the Testing Clause, from the Words "In witness whereof," which is written partly on this and partly on the following Page by Alfred John Hall, Clerk to Martin and Leslie, Parliamentary Agents, Westminster, are subscribed by Sir Andrew Orr, James Lumsden, and Robert Barclay, Three of the Directors of and in Name and on Behalf of the Glasgow and South-western Railway Company, by John Orr Ewing and Walter Graham Blackie, Two of the Directors of and in Name and on Behalf of the Edinburgh and Glasgow Railway Company, and by James Reid Stewart and James King, Two of the Directors of and in Name and on Behalf of the City of Glasgow Union Railway Company, as follows; namely, by the said James Reid Stewart at Glasgow, the Fourteenth Day of June Eighteen hundred and sixty-five, before these Witnesses, George John Wyllie, Clerk to John Stewart and Company, Iron Merchants, Glasgow, and Mark Marshall, Clerk to Macgrigor, Stevenson, and Fleming, Solicitors, Glasgow; and by the said Sir Andrew Orr, James Lumsden, Robert Barclay, John Orr Ewing, Walter Graham Blackie, and James King, all at Glasgow, the Fifteenth Day of June One thousand eight hundred and sixty-five; the said Sir Andrew Orr before these Witnesses, George Watson, Cashier to Francis Orr and Sons, Wholesale Stationers, Glasgow, and John Morton, Assistant Secretary of the Glasgow and South-western Railway Company; the said James Lumsden before these Witnesses, Andrew Reid Brown, Clerk to James Lumsden and Son, Merchants, Glasgow, and the said John Morton; the said Robert Barclay before these Witnesses, James Morrison, Writer in Glasgow, and the said John Morton; the said John Orr Ewing and Walter Graham Blackie before these Witnesses, James Harvie, Clerk in the Secretary's Office of the Edinburgh and Glasgow Railway Company, and the said Mark Marshall; and the said James King before these Witnesses, William Loosemore Pulman, Clerk to the Hurlet and Campsie Alum Company,

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Glasgow.

*The City of Glasgow Union Railway Act, 1865.*

Glasgow, and the said Mark Marshall: And the Common Seals of the said respective Companies are hereto attached at Glasgow, the said Fifteenth Day of June One thousand eight hundred and sixty-five.

(Signed)  
 MARK MARSHALL, Witness. }  
 GEORGE J. WYLLIE, Witness. } JAS. R. STEWART.



GEORGE WATSON, Witness. }  
 JNO. MORTON, Witness. } ANDREW ORR.  
 JNO. MORTON, Witness. }  
 ANDREW REID BROWN, Witness. } JAMES LUMSDEN.  
 JNO. MORTON, Witness. }  
 JAMES MORRISON, Witness. } ROBT. BARCLAY.



J. HARVIE, Witness. }  
 MARK MARSHALL, Witness. } W. G. BLACKIE.  
 JOHN ORR EWING.



WM. L. PULMAN, Witness. }  
 MARK MARSHALL, Witness. } JAMES KING.

LONDON:

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