



CHAPTER xxxiii.

An Act to transfer the Renfrew Harbour undertaking to the Trustees of the Clyde Navigation to abandon the works authorised by the Renfrew Burgh and Harbour Extension Act 1899 and for other purposes. A.D. 1905.

[30th June 1905.]

WHEREAS by the Clyde Navigation Consolidation Act 1858 (herein-after called "the Act of 1858") the Trustees of the Clyde Navigation (herein-after called "the Trustees") were incorporated and empowered to carry into effect the provisions of that Act:

And whereas further powers were conferred upon the Trustees by the Clyde Navigation Acts 1858 to 1904:

And whereas by the Renfrew Burgh and Harbour Extension Act 1899 (herein-after referred to as "the Renfrew Act 1899") it was inter alia enacted that the provost magistrates and town council of the burgh of Renfrew (herein-after referred to as "the town council") should be authorised to construct and maintain a tidal dock or basin being an enlargement or extension of the existing harbour of Renfrew a pier or jetty and a graving dock in the Renfrew Act 1899 described and various powers were thereby conferred on the town council with reference to such works:

And whereas by the Renfrew Harbour Act 1902 the time for the compulsory purchase of lands for and completion of the works authorised by the Renfrew Act 1899 was extended:

And whereas under certain ancient Royal Charters the said existing harbour of Renfrew and the rights powers and privileges appertaining thereto as herein-after defined (in this Act called "the

A.D. 1905. Renfrew Harbour undertaking") are vested in the town council and the town council in the year one thousand eight hundred and seventy-five duly adopted the Burgh Harbours (Scotland) Act 1853 :

And whereas the agreements set forth in the First and Second Schedules to this Act have been entered into and it is expedient in the public interest that the town council should sell and transfer to the Trustees and that the Trustees should purchase from the town council the Renfrew Harbour undertaking as herein-after defined upon the terms and conditions therein and herein-after provided and that the said agreements should be confirmed :

And whereas it is expedient that the works authorised by the Renfrew Act 1899 should be abandoned :

And whereas it is expedient that the Trustees should be authorised to acquire for the purposes of this Act and of their general undertaking the lands in this Act described and that the other powers in this Act mentioned should be conferred on the Trustees :

And whereas a plan of the lands which will be taken for the purposes or under the powers of this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of such lands were duly deposited with the principal sheriff-clerks of the counties of Renfrew and Lanark at their respective offices in Paisley Greenock and Glasgow and are herein-after respectively referred to as the deposited plan and book of reference :

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 King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

Short title.

1. This Act may be cited as the Clyde Navigation Act 1905.

Citation of Acts

2. This Act and the Clyde Navigation Acts 1858 to 1904 may be cited as the Clyde Navigation Acts 1858 to 1905.

Incorporation of general Acts.

3. The Lands Clauses Acts are (except where expressly varied by this Act) incorporated with and form part of this Act.

4. In this Act the several words and expressions to which meanings are assigned by the Acts incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction :

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—
Interpreta-
tion.

And in this Act—

“The Clyde Navigation Acts” mean the Clyde Navigation Acts 1858 to 1904;

“The Act of 1858” means the Clyde Navigation Consolidation Act 1858;

“The Renfrew Act 1899” means the Renfrew Burgh and Harbour Extension Act 1899;

“The Renfrew Act 1902” means the Renfrew Harbour Act 1902;

“The Trustees” mean the Trustees of the Clyde Navigation incorporated by the Act of 1858 :

“The town council” means the provost magistrates and councillors of the burgh of Renfrew;

“The burgh” means the burgh of Renfrew;

“The Renfrew Harbour undertaking” means the harbour of Renfrew as defined by this Act;

“The corporation” means the corporation of the city of Glasgow;

“The date of vesting” means the date of the passing of this Act.

5. For the purposes of this Act “the Renfrew Harbour undertaking” means and includes the whole of the wharves quays jetties cranes tramways and works lands machinery tools stores and plant belonging to the town council in connexion with their harbour undertaking at the date of vesting including the whole lands wharves quays and other property shown within the boundaries coloured red on the plan signed in duplicate by His Grace Herbrand Arthur Duke of Bedford the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred of which plan one copy has been deposited in the Office of the Clerk of the Parliaments and one copy in the Private Bill Office of the House of Commons and also their whole ancient rights of harbour and the whole rights powers and privileges conferred upon the town council under the Burgh Harbours (Scotland) Act 1853 but does not include the rights powers and privileges conferred upon the town council under the Renfrew Act 1899 and the Renfrew Act 1902 nor the ferry rights belonging

Definition
of Renfrew
Harbour
undertaking.

A.D. 1905. — to the town council nor cash in hand or with their bankers nor sums due to them in respect of harbour dues and rates at the date of vesting.

Confirming agreement between town council and Trustees.

6. The agreement between the town council and the Trustees as set forth in the First Schedule to this Act is hereby confirmed Provided that nothing in such agreement shall affect prejudicially any estate right power privilege or exemption of the King's most Excellent Majesty and in particular nothing therein contained shall authorise the Trustees to take use or in any manner interfere with any portion of the foreshore and bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose which consent such Commissioners and such Board are hereby respectively authorised to give.

Transfer of Renfrew Harbour undertaking to Trustees.

7. Subject to the provisions of this Act on and after the date of vesting the Renfrew Harbour undertaking is by virtue of this Act transferred to and vested in the Trustees free from all debts liabilities obligations and engagements of the town council and from all claims and demands whatsoever on the part of any creditors of the town council in respect of any debts or liabilities in connexion with their harbour undertaking or otherwise all which claims debts liabilities and obligations shall be met and discharged by the town council and the Trustees shall in no way become responsible for the same under this Act or otherwise and the Trustees may in their own name exercise and carry into effect all the powers rights authorities and privileges with reference to the Renfrew Harbour undertaking then and theretofore vested in and which might be exercised by the town council.

Abandonment of works and repeal of Acts.

8. The town council shall abandon the works authorised by the Renfrew Act 1899 and Parts III. IV. V. and VI. of and the schedules to the Renfrew Act 1899 are and the Renfrew Act 1902 is hereby repealed.

Compensation for damage to land by entry &c. for works abandoned.

9. The abandonment by the town council under the authority of this Act of the works authorised by the Renfrew Act 1899 shall not prejudice or affect the right of the owner or occupier of any land to receive compensation from the town council for

any damage occasioned by the entry of the town council on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out the line of work and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the town council to receive compensation from the town council for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof.

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10. Where before the passing of this Act any contract has been entered into or notice given by the town council for the purchasing of any land for the purposes of or in relation to any portion of the works authorised by the Renfrew Act 1899 and authorised to be abandoned by this Act the town council shall be discharged from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the town council to the owners and occupiers or other persons interested in such land for all injury or 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 Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Compensation to be made in respect of works abandoned.

11. Subject to the provisions of this Act on and after the date of vesting the Renfrew Harbour undertaking shall for all purposes form part of the undertaking of the Trustees and in addition to the rights and powers conferred on the Trustees by this Act the whole powers rights and authorities of the Trustees under the Clyde Navigation Acts shall apply to the Renfrew Harbour undertaking and may be exercised therein and with respect thereto as fully and freely in all respects as in or to any other part of the undertaking of the Trustees.

Renfrew Harbour undertaking to form part of undertaking of Trustees.

12. On and after the date of vesting the Renfrew Harbour undertaking shall for all rating purposes of the Trustees be regarded and dealt with as if the same were situated within the first stage of the River Clyde as defined by section 99 (River divided into stages and rates on stages) of the Act of 1858.

Rates for Renfrew Harbour undertaking.

13. The Trustees may make agreements with the corporation the town council or any other local authority possessing appliances

Provision as to fire-extinguishing.

A.D. 1905. — and a fire brigade or staff for the extinguishing of fire for the use of such appliances and fire brigade or staff by the Trustees or other persons using the undertaking of the Trustees in the burgh or those in charge of shipping thereat and in the event of any such agreement being made with the corporation the chief officer of the fire brigade of the corporation or his delegate when present at the extinguishment of any fire within the undertaking of the Trustees in the burgh shall have control of the necessary operations for extinguishing the same.

As to watching lighting and cleansing of harbour undertaking.

14. From and after the date of vesting the Trustees may perform the watching lighting and cleansing of the undertaking of the Trustees in the burgh either by themselves or others or by agreement with the corporation the town council or others and so long as such watching lighting and cleansing or any one or more of those duties are performed by or at the cost of the Trustees the town council shall allow to the Trustees an abatement to the extent of four-seventh parts of the assessments for those respective purposes levied by the town council on the undertaking of the Trustees in the burgh but the Trustees shall be entitled at any time on giving to the town council twelve months previous notice in writing to call upon them to perform any or all of those duties and upon the town council performing the same the right of the Trustees to such abatement on the corresponding assessments shall cease.

Confirming agreement between town council A. A. Speirs and Trustees.

15. The agreement between the town council Alexander Archibald Speirs and the Trustees as set forth in the Second Schedule to this Act is hereby confirmed.

Power to acquire lands compulsorily.

16. Subject to the provisions of this Act the Trustees in addition to any other lands which they are by the Clyde Navigation Acts and this Act authorised to acquire may enter upon take and use and appropriate for the purposes of the Clyde Navigation Acts and this Act all or any of the lands herein-after mentioned delineated on the deposited plan and described in the deposited book of reference (that is to say) :—

Certain lands in the burgh of Renfrew the parish of Renfrew and the county of Renfrew and in the parish of Govan and the county of Lanark extending to one hundred and ten acres or thereabouts situate on the south side of the River Clyde between the lands of Braehead and the Harbour of Renfrew.

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17. Nothing in this Act contained shall authorise the Trustees to interfere with or stop up any existing public right of way over the lands acquired by them under the powers of this Act.

For protection of county councils of Lanark and Renfrew.

18. Notwithstanding anything in this Act contained or shown on the deposited plan the Trustees shall not under the powers of this Act be entitled to enter upon take or use or to acquire any servitude right of access or other right in or over any land or property of the Glasgow and Renfrew District Railway Company without the consent of that company under their seal.

For protection of Glasgow and Renfrew District Railway Company.

19. And whereas under the powers contained in the Paisley and Renfrew Railway Act 1835 the Paisley and Renfrew Railway (Sale and Improvement) Act 1847 the Glasgow and South Western Railway Consolidation Act 1855 and the Glasgow and South Western Railway (Additional Powers) Act 1863 and by agreement with the town council the Glasgow and South Western Railway Company (in this section called "the company") have power to construct a branch from their Paisley and Renfrew line to the existing harbour of Renfrew with lines along the harbour and also to construct and maintain a more permanent wharf or landing-place quay and tidal harbour at Renfrew in connexion with their railways and to maintain all necessary works in connexion therewith :

For protection of Glasgow and South Western Railway Company.

And whereas the company have not yet constructed the said tidal dock but have constructed and maintain the said wharf or landing-place and the said branch and harbour lines and the railway traffic to the said harbour is at present carried on over the said branch and lines :

And whereas under the Renfrew Act 1899 it was provided that the works thereby authorised should be constructed so as not to interfere with or obstruct the said branch and harbour lines and that the company should have certain conveniences and facilities therein mentioned :

And whereas the transfer of the Renfrew Harbour undertaking to the Trustees the abandonment of the works authorised by the Renfrew Act 1899 the partial repeal of that Act and the repeal of the Renfrew Act 1902 by this Act and the confirmation of the said scheduled agreements by this Act will prejudicially affect the company and it is proper that the company should be protected as herein-after provided :

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Therefore the following provisions shall unless otherwise agreed between the company and the Trustees be observed and have effect (that is to say):—

- (1) The Trustees shall in connexion with any dock works which they may hereafter construct on the lands to be acquired under the scheduled agreements or vested in them under this Act make on such lands a dock tramway suitable for the rolling stock of the company and extending to a point on the western boundary of the said lands to be agreed upon between the company and the Trustees or failing agreement to be determined by arbitration as hereinafter provided and the Trustees shall afford to the company every reasonable facility for enabling the company at the company's expense to connect their harbour railway at Renfrew with such dock tramway at the western boundary of the said lands:
- (2) The Trustees shall afford to the company the like facilities as they may afford to any other company or person to lay down work over and use such further railways dock tramways sidings and connexions in and around the said new dock or harbour works and to run over and use any railways dock tramways sidings and connexions which may belong to the Trustees and also the like facilities as they may afford to any other company or person in respect of traffic of all descriptions conveyed to or from the said new dock or harbour works and for the use of the accommodation appliances and conveniences of the said dock or harbour works including such facilities as will enable the company to quote through fares and rates on all descriptions of traffic conveyed by their railways to or from the said dock or harbour works the terms and conditions of such facilities and in respect of the user of such accommodation appliances and conveniences failing agreement to be fixed by arbitration as hereinafter provided and to be as favourable as those afforded to any other company or person and the tolls rates and charges in respect of the traffic of the company shall not exceed those charged to any other company or be made payable by the company or in respect of the traffic of the

company on terms less favourable than those given to any other company: A.D. 1905.

- (3) Nothing in this Act shall authorise the Trustees to obstruct or interfere in any way with the existing railways sidings or works of the company at the existing harbour or the traffic thereon or the access between such railways sidings and works and the existing harbour:
- (4) Nothing in this Act contained shall in anywise derogate from the rights and powers conferred upon and vested in the company under and by virtue of the hereinbefore recited Acts:
- (5) Any difference arising in respect of or out of the provisions of this section shall be determined by an arbiter to be mutually agreed upon and failing agreement to be appointed by the Board of Trade on the application of the Trustees or of the company.

20. The powers of the Trustees for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

21. In addition to the lands acquired and held or to be acquired and held by the Trustees under the powers of the Clyde Navigation Acts and this Act the Trustees may by agreement purchase any quantity of land not exceeding one hundred and fifty acres for the purposes of the Clyde Navigation Acts and this Act but nothing in this Act shall exempt the Trustees from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any lands acquired under the powers of this section. Additional lands for purposes of undertaking.

22. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Trustees any servitude right or privilege (not being a servitude right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and feu duties or ground annuals as far as the same are applicable in this behalf shall extend and apply to such servitudes rights and privileges as aforesaid respectively. Power to take servitudes &c. by agreement.

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Power to
apply corpo-
rate funds to
purposes of
Act.

23. The Trustees may apply to the purposes of this Act to which capital is properly applicable any moneys which they now have in their hands or which they have power to raise by virtue of the Clyde Navigation Acts.

Restriction
on taking
houses of
working
class.

24. The Trustees shall not under the powers of this Act purchase or acquire any house or houses which on the fifteenth day of December last were occupied by thirty or more persons belonging to the working class as tenants or lodgers or except with the consent of the Secretary for Scotland any house or houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

If the Trustees acquire or appropriate any such house or houses for the purposes of this Act in contravention of the foregoing provisions of this section they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Secretary for Scotland by action in the Court of Session and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the court may if it think fit reduce such penalty.

For the purposes of this section the expression "house" means any house or part of a house occupied as a separate dwelling and the expression "working class" means mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Power to
make agree-
ments for
purposes of
Act.

25. The Trustees may from time to time make and carry out agreements with the corporation and the town council the county councils of Lanark and Renfrew and any district committees of these councils and with the proprietors of lands to be taken or injuriously affected under the powers of this Act and any other persons with reference to the carrying out of any purposes of this Act not herein specially provided for.

Correction
of errors &c.
in deposited
plan and
book of
reference.

26. If there be any omission mis-statement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plan or specified in the deposited book of reference the Trustees after giving ten days notice to

the owners lessees and occupiers of the lands in question may apply to the sheriff for the correction thereof and if it appear to such sheriff that the omission mis-statement or wrong description arose from mistake he shall certify the same accordingly and he shall in his certificate state the particulars of the omission and in what respect any such matter is mis-stated or wrongly described and such certificate shall be deposited with the principal sheriff-clerks of the counties of Renfrew and Lanark and with the clerks to the parish councils of the parishes of Renfrew and Govan and with the town clerk of the burgh of Renfrew as the case may be in which the lands affected thereby are situate and shall be kept by such sheriff-clerk clerk to the parish council and town clerk respectively with the other documents to which the same relates and thereupon the deposited plan and book of reference shall be deemed to be corrected according to such certificate and the Trustees may enter upon take and use the lands in accordance with such certificate.

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27. Subject to the provisions of this Act nothing contained in this Act shall exempt the Renfrew Harbour undertaking or the Trustees from the provisions of the Merchant Shipping Acts or of any general Act relating to harbours or to dues on shipping or on goods carried in ships now in force or which may be passed during the present or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the rates and tolls authorised by the Clyde Navigation Acts or this Act.

Provision as
to Merchant
Shipping
Acts &c.

28. All costs charges and expenses of and incident to the preparing for obtaining passing and confirming of this Act or otherwise in relation thereto shall be paid by the Trustees out of the rates to be levied or the moneys authorised to be borrowed by them.

Costs of Act.

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

HEADS OF AGREEMENT between the PROVOST MAGISTRATES and COUNCILLORS of RENFREW (herein-after called "the Town Council") and the TRUSTEES of the CLYDE NAVIGATION (herein-after called "the Trustees").

FIRST.—Subject to article second hereof the Trustees and the Town Council agree to apply jointly in the session of 1905 for parliamentary powers by which—

- (A) The Renfrew Harbour undertaking as defined by article second hereof shall be transferred to and vested in the Trustees as at the date of vesting which shall mean the date of the passing of the Act confirming this agreement (herein-after called "the date of vesting"):
- (B) The powers granted to the Town Council under Parts III. IV. V. and VI. of the Renfrew Burgh and Harbour Extension Act 1899 and the relative schedules thereto and under the Renfrew Harbour Act 1902 shall be cancelled:
- (C) This agreement shall subject to the sanction of Parliament be confirmed.

SECOND.—The Renfrew Harbour undertaking is defined to mean and include the whole of the wharves quays jetties cranes tramways and works lands machinery tools stores and plant belonging to the Town Council in connexion with their harbour undertaking at the date of vesting including the whole lands wharves quays and other property shown within the boundaries coloured red upon the plan signed as relative hereto and also their whole ancient rights of harbour and the whole rights powers and privileges conferred upon the Town Council under the Burgh Harbours (Scotland) Act 1853 but not including the rights powers and privileges conferred upon the Town Council under the Renfrew Burgh and Harbour Extension Act 1899 and the Renfrew Harbour Act 1902 nor the ferry rights belonging to the Town Council nor cash in hand or with their bankers nor sums due to them in respect of harbour dues and rates at the date of vesting.

THIRD.—Upon the date of vesting the Trustees shall pay to the Town Council the sum of five thousand five hundred pounds as the agreed-on price of the Renfrew Harbour undertaking with interest at the rate of 4 per cent. per annum from said date till payment.

FOURTH.—From and after the date of vesting the Renfrew Harbour undertaking shall become part of the undertaking of the Trustees and together with and in addition to the rights and powers to be acquired in pursuance of this agreement the whole powers rights and authorities of the Trustees shall apply to the Renfrew Harbour undertaking and may be exercised therein and with respect thereto as fully and freely in all respects as in any other part of their undertaking and the Trustees shall hold the Renfrew Harbour undertaking freed and discharged from all debts liabilities obligations and engagements of the Town Council and from all claims or demands whatsoever on the part of any of the creditors of the Town Council in respect of any debts or liabilities in connexion with their harbour undertaking or otherwise all which claims debts liabilities and obligations shall be met and discharged by the Town Council and the Trustees shall in no way become responsible for the same under this agreement or otherwise.

FIFTH.—From and after the date of vesting the Trustees may perform the watching lighting and cleansing of the Renfrew Harbour undertaking either by themselves or by agreement with the Corporation of Glasgow or others and so long as such watching lighting and cleansing or any one or more of these duties are performed by or at the cost of the Trustees the Town Council shall allow to the Trustees an abatement to the extent of four-seventh parts of the assessments for these respective purposes levied from time to time by the Town Council upon the harbour undertaking of the Trustees within the burgh of Renfrew but the Trustees shall be entitled at any time on giving to the Town Council twelve months' previous notice in writing to call upon the Town Council to perform any or all of these duties and upon the Town Council performing the same the Trustees right to such abatement on the corresponding assessments shall cease.

SIXTH.—In lieu of the rates and dues at present payable at the harbour of Renfrew the Trustees shall in respect of the harbour of Renfrew and of any dock or harbour works which they may construct to the east thereof be entitled to charge rates and dues on the same bases as are authorised to be charged for Clydebank Dock under section 23 of the Clyde Navigation Act 1899.

SEVENTH.—The Trustees shall within twelve years after the date of vesting spend upon dock and/or harbour works on the portion of Elderslie Estate to be acquired by them at least one hundred and seventy-seven thousand six hundred and sixteen pounds over and above the cost of land and equipment and such works may be constructed on such parts of the said estate and according to such designs as the Trustees may think most convenient for their purpose and may be either separate works or part of other dock and/or harbour works on the lands of Shieldhall Shiels and Braehead.

EIGHTH.—In the event of any difference arising between the parties hereto in regard to this agreement or the implement thereof or in regard

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to the clauses in the Bill for the Act confirming this agreement necessary for carrying out and giving full effect to the same such difference shall be determined by Charles Alfred Cripps Esquire K.C. whom failing by Richard Burdon Haldane Esquire K.C. M.P. as sole arbiter in succession mutually chosen whose decision shall be final and binding on the parties hereto.

NINTH.—This agreement is made subject to such alterations as Parliament may see fit to make thereon and shall if necessary be scheduled to and confirmed by the said Bill or the terms and conditions thereof shall be carried out and given full effect to in such Bill but should any alteration be made on this agreement by Parliament which in the opinion of the said Charles Alfred Cripps whom failing of the said Richard Burdon Haldane is material thereto either of the parties may withdraw therefrom.

In witness whereof these presents consisting of this and the two preceding pages are together with the relative plan annexed hereto executed in duplicate by the parties as follows viz. They are subscribed on behalf of the Trustees by Sir John Ure Primrose Baronet Lord Provost of Glasgow and Thomas Mason contractor there two of their number and by Thomas Riach Mackenzie general manager and secretary to the Trustees and sealed with the common seal of the Trustees at Glasgow on the twenty-second day of March nineteen hundred and four before these witnesses William Murray Alston engineer to the Trustees and Duncan Mackinnon Macintyre assistant to the said Thomas Riach Mackenzie and they are subscribed on behalf of the Town Council by John Cumming provost and Andrew Robertson Harper town clerk and sealed with the common seal of the Town Council at Renfrew on the twenty-eighth day of the month and year last mentioned before these witnesses John Parker Macdonald clerk to Messrs. Herron and Harper writers Renfrew and Mungo Syme clerk in the Town Chamberlain's office there.

J. P. MACDONALD

Witness.

MUNGO SYME

Witness.

W. M. ALSTON

Witness.

D. M. MACINTYRE

Witness.



JOHN CUMMING

Provost.

ANDREW R. HARPER

Town Clerk.



JOHN URE PRIMROSE

Trustee.

THOMAS MASON

Trustee.

T. R. MACKENZIE

Secy.

THE SECOND SCHEDULE.

A.D. 1905.

HEADS OF AGREEMENT between the PROVOST MAGISTRATES and COUNCILLORS of RENFREW (herein-after called "the Town Council") ALEXANDER ARCHIBALD SPEIRS of Elderslie Esquire and the TRUSTEES of the CLYDE NAVIGATION (herein-after called "the Clyde Trustees").

FIRST.—In the event of and upon the Renfrew Harbour undertaking being vested in the Clyde Trustees under the agreement between them and the Town Council signed of even date with the execution hereof but not otherwise the following clauses and provisions shall have effect viz. :—

- (1) Mr. Speirs agrees to sell to the Clyde Trustees who agree to purchase from him the area of land extending to one hundred and ten acres or thereby in the parish and county of Renfrew shown within the boundaries coloured red on the plan subscribed as relative hereto and that at the price of nine hundred and fifty pounds per acre (the area to be remeasured) with entry as at the first term of Whitsunday or Martinmas after the date of vesting defined by said agreement when the price shall be payable in exchange for a valid disposition containing all usual statutory clauses and an obligation in usual form for production of titles on all necessary occasions on a receipt and obligation for re-delivery thereof with interest on the said price at the rate of four per cent. per annum from the due date thereof until payment :
- (2) Subject to the rights of the Glasgow and Renfrew District Railway Company Mr. Speirs agrees that the Clyde Trustees shall have the option to be declared in writing within two years after the said date of vesting of purchasing from him from time to time any additional land the Clyde Trustees may desire between the above one hundred and ten acres and the railway known as Railway No. 1 authorised by the Glasgow and Renfrew District Railway Act 1897 at the rate of eight hundred pounds per acre with entry and payment at the first term of Whitsunday or Martinmas after the date of each written notice of the exercise of such option and interest thereon as aforesaid :

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- (3) The Clyde Trustees shall subject to the terms of the agreement between Mr. Speirs and the promoters of the Glasgow and Renfrew District Railway Act 1897 dated twentieth twenty-third and twenty-sixth February one thousand eight hundred and ninety-seven have full right of access to and from the lands they may purchase from Mr. Speirs by the road on which the Railway No. 5 authorised by said Railway Act has been in part constructed and by the new road from Canal Street Renfrew northwards through the lands of Elderslie and by all other roads which may be formed by Mr. Speirs on the said lands :
- (4) In consideration of the sale to the Clyde Trustees of the said one hundred and ten acres of land Mr. Speirs shall discharge the Town Council of all claims at his instance in respect of advances made by him to them to meet the costs and expenses connected with the promotion of the Renfrew Burgh and Harbour Extension Bill of 1898 the Renfrew Burgh and Harbour Extension Act 1899 and on account of the opposition of the Town Council to the Clyde Navigation Act 1899 :
- (5) The Clyde Trustees shall within twelve years after the date of vesting spend upon dock and/or harbour works on the portion of Elderslie Estate to be acquired by them at least one hundred and seventy-seven thousand six hundred and sixteen pounds over and above the cost of land and equipment and such works may be constructed on such parts of the said estate and according to such designs as the Clyde Trustees may think most convenient for their purpose and may be either separate works or part of other dock and/or harbour works on the lands of Shieldhall Shiels and Braehead and any application made by the Clyde Trustees for Parliamentary powers to construct such works and to divert the Renfrew Road and tramways thereon to the southward and certain portions of the Glasgow and Renfrew District Railway shall not be opposed by the Town Council or Mr. Speirs :
- (6) In lieu of the rates and dues at present payable at the harbour of Renfrew the Clyde Trustees shall in respect of the harbour of Renfrew and of any dock or harbour works which they may construct to the east thereof be entitled to charge rates and dues on the same bases as are authorised to be charged for Clydebank Dock under section 23 of the Clyde Navigation Act 1899 :
- (7) From and after the date of vesting the Clyde Trustees may perform the watching lighting and cleansing of the Renfrew Harbour undertaking either by themselves or by agreement with the corporation of Glasgow or others and so long as

such watching lighting and cleansing or any one or more of these duties are performed by or at the cost of the Clyde Trustees the Town Council shall allow to the Clyde Trustees an abatement to the extent of four-seventh parts of the assessments for these respective purposes levied from time to time by the Town Council upon the harbour undertaking of the Clyde Trustees within the burgh of Renfrew but the Clyde Trustees shall be entitled at any time on giving to the Town Council twelve months previous notice in writing to call upon the Town Council to perform any or all of these duties and upon the Town Council performing the same the Trustees right to such abatement on the corresponding assessments shall cease :

- (8) The Clyde Trustees shall not oppose any application by the Town Council for the extension of the boundaries of the burgh of Renfrew so as to include within the burgh the lands of Elderslie to the west of Braehead provided that the provisions of the immediately preceding subsection shall be applicable to any part of the Clyde Trustees harbour undertaking that may be included in the extended burgh :
- (9) Until the Clyde Trustees open the new dock or harbour works on Elderslie Estate for traffic they shall not close the existing harbour of Renfrew and they agree meantime to expend a sum not exceeding one hundred pounds per annum towards maintaining the same :
- (10) The Clyde Trustees agree to sell to the Town Council if desired at any time after the opening of the new harbour works on Elderslie Estate but not later than one year after the closing of the existing harbour a strip of land along the west side of the bed of the present harbour not exceeding half an acre in extent for the purpose of widening the Ferry Road to seventy feet at the price of five hundred pounds the Town Council bearing the whole cost of making up the said land to the level and widening the road.

SECOND.—In the event of the said agreement between the Town Council and the Clyde Trustees being confirmed by Parliament the Town Council and Mr. Speirs hereby finally abandon and discharge all claims and demands of every description including expenses against the Clyde Trustees under the minute of agreement between the Clyde Trustees and the Town Council dated fifth and eleventh February one thousand nine hundred and one and the minute of agreement between the Clyde Trustees and the Town Council and Mr. Speirs dated fifth seventh and eleventh February one thousand nine hundred and one both of which

A.D. 1905. minutes of agreement are hereby declared to be finally cancelled and discharged.

THIRD.—In the event of the confirmation of the said agreement between the Town Council and the Clyde Trustees not being obtained or of the said agreement not being carried out or given effect to by Parliament in the next session this and the said agreement shall (excepting the fourth clause hereof) become void and null and all the parties hereto shall be restored to their respective legal rights as at the date of this agreement.

FOURTH.—In any event the Clyde Trustees shall bear the whole legal expenses incurred and to be incurred by the Town Council and Mr. Speirs of or incidental to this and the said agreement between the Town Council and the Clyde Trustees and to the obtaining or endeavouring to obtain confirmation of the said agreement by Parliament the insertion in the said Bill of clauses for carrying out and giving full effect to the said agreement and of and incidental to the deeds for carrying out the same if authorised including stamp duties but the Town Council shall bear the whole legal expenses to be incurred by the Clyde Trustees of and incidental to the sale of the said strip of ground for widening the Ferry Road.

FIFTH.—In the event of any difference arising between the parties hereto or any of them in regard to this agreement or the implement thereof or in regard to the clauses in the said Bill for confirming the said agreement or for carrying out and giving full effect to the terms thereof such difference shall be determined by Charles Alfred Cripps Esquire K.C. whom failing by Richard Burdon Haldane Esquire K.C. M.P. as sole arbiter in succession mutually chosen whose decision shall be final and binding on the several parties hereto and their successors.

In witness whereof these presents consisting of this and the three preceding pages are together with the relative plan annexed hereto executed in triplicate by the parties as follows viz. They are subscribed on behalf of the Trustees by Sir John Ure Primrose Baronet Lord Provost of Glasgow and Thomas Mason contractor there two of their number and by Thomas Riach Mackenzie general manager and secretary to the Trustees and sealed with the common seal of the Trustees at Glasgow on the twenty-second day of March nineteen hundred and four before these witnesses William Murray Alston engineer to the Trustees and Duncan Mackinnon Macintyre assistant to the said Thomas Riach Mackenzie they are subscribed by the said Alexander Archibald Speirs at Houston House Renfrewshire on the twenty-fourth day of the month and year last mentioned before these witnesses James Brown gardener and Thomas Burnett gamekeeper both in the service of the said Alexander Archibald Speirs and they are subscribed on behalf of the Town Council by John Cumming provost and Andrew Robertson Harper town clerk and sealed with the common seal of the Town Council at Renfrew on the twenty-eighth day of the month and year last mentioned

[5 EDW. 7.]

Clyde Navigation Act, 1905.

[Ch. xxxiii.]

before these witnesses John Parker Macdonald clerk to Messrs. Herron and Harper writers Renfrew and Mungo Syme clerk in the Town Chamberlain's office there. A.D. 1905.

J. P. MACDONALD
Witness.

MUNGO SYME
Witness.

JAMES BROWN
Witness.

THOMAS BURNETT
Witness.

W. M. ALSTON
Witness.

D. M. MACINTYRE
Witness.



JOHN CUMMING
Provost.

ANDREW R. HARPER
Town Clerk.

A. A. SPEIRS.

JOHN URE PRIMROSE
Trustee.

THOMAS MASON
Trustee.

T. R. MACKENZIE
Secy.

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