

[26 GEO. 5. & Glasgow Corporation  
1 EDW. 8.] Order Confirmation Act, 1936.

[Ch. xxi.]



## CHAPTER xxi.

An Act to confirm a Provisional Order under the Private Legislation Procedure (Scotland) Acts 1899 and 1933 relating to Glasgow Corporation. A.D. 1936.  
[21st May 1936.]

**W**HEREAS the Provisional Order set forth in the schedule hereunto annexed has been made by one of His Majesty's Principal Secretaries of State under the provisions of the Private Legislation Procedure (Scotland) Acts 1899 and 1933 as read with the Secretaries of State Act 1926 and it is requisite that the said Order should be confirmed by Parliament :

Be it therefore 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 :—

1. The Provisional Order contained in the schedule hereunto annexed is hereby confirmed. Confirmation of Order in schedule.

2. This Act may be cited as the Glasgow Corporation Order Confirmation Act 1936. Short title.

A.D. 1936.  

---

SCHEDULE.  

---

## GLASGOW CORPORATION.

*Provisional Order to authorise the corporation of the city of Glasgow to erect public baths and a public washhouse on Glasgow Green and to sell part of the site of the existing public baths and washhouse and adjoining ground there to confirm an agreement with respect to such sale to confirm an agreement with the Kirk Session of Glasgow Cathedral to empower the Corporation to borrow money for the purposes of their tramway undertaking and libraries to extend the time for the completion of Finnieston Bridge and certain tramways and for the purchase of lands for the bridge to re-enact with amendments section 31 of the Glasgow Police (Further Powers) Act 1892 and for other purposes.*

WHEREAS the public baths and washhouse known as Greenhead Public Baths and Washhouse erected by the corporation of the city of Glasgow (hereinafter referred to as "the Corporation" and "the city" respectively) on a part of Glasgow Green in the city are out of date and the site thereof is unsuitable for baths and washhouses constructed in accordance with modern requirements and it is expedient to erect new public baths and a public washhouse on another part of Glasgow Green :

And whereas James Templeton and Company carpet manufacturers Glasgow are desirous of purchasing part of the site of the said Greenhead public baths and washhouse and a small portion of Glasgow Green adjoining thereto for an extension of their works abutting on Glasgow Green and an agreement has been entered into between the Corporation and James Templeton and Company with respect to such purchase :

And whereas with the view of removing doubts as to the power of the Corporation to erect new public baths and a public washhouse on another part of Glasgow Green and to sell portions of Glasgow Green to James Templeton

[26 GEO. 5. & *Glasgow Corporation* [Ch. xxi.]  
1 EDW. 8.] *Order Confirmation Act, 1936.*

and Company it is expedient that the provisions in this Order contained with respect thereto should be enacted and that the above-mentioned agreement should be sanctioned and confirmed : A.D. 1936.  
—

And whereas it has been agreed between the Corporation and the Kirk Session of Glasgow Cathedral that the Corporation should transfer to the said Kirk Session all rights vested in them in connection with the seats fittings and furnishings in Glasgow Cathedral the letting of the seats therein and the collection of seat rents and that the Corporation should be relieved of any obligations incumbent upon them in connection therewith and it is expedient that the said agreement should be sanctioned and confirmed as in this Order provided :

And whereas it is expedient to authorise the Corporation to borrow further moneys for the purposes of the Glasgow Tramways Acts 1905 to 1934 and of the Glasgow Libraries Acts 1899 to 1930 :

And whereas it is expedient that the period limited for the completion of the bridge over the river Clyde at Finnieston in the city and the works connected therewith authorised by the Glasgow Corporation Order 1927 and of the tramways Nos. 2 3 and 4 authorised by that Order should be extended :

And whereas it is expedient that the period limited for the compulsory purchase of lands for the construction of the said bridge and works connected therewith should be further extended :

And whereas it is expedient that section 31 (Penalty for smoke offences) of the Glasgow Police (Further Powers) Act 1892 as amended by section 40 (Amendment of section 31 of Glasgow Police (Further Powers) Act 1892) of the Glasgow Corporation Order 1922 should be re-enacted with amendments :

And whereas it is expedient that the further provisions in this Order contained should be enacted :

And whereas the purposes aforesaid cannot be effected without an Order confirmed by Parliament under the provisions of the Private Legislation Procedure (Scotland) Acts 1899 and 1933 :

A.D. 1936.

Now therefore in pursuance of the powers contained in the last-mentioned Acts as read with the Secretaries of State Act 1926 the Secretary of State orders as follows :—

Short title  
and cita-  
tions.

1. This Order may be cited as the Glasgow Corpora-  
tion Order 1936.

This Order and the Glasgow Libraries Acts 1899 to  
1930 may be cited together as the Glasgow Libraries  
Acts 1899 to 1936.

This Order and the Glasgow Loans Acts 1883 to 1935  
may be cited together as the Glasgow Loans Acts 1883 to  
1936.

This Order and the Glasgow Police Acts 1866 to 1935  
may be cited together as the Glasgow Police Acts 1866 to  
1936.

This Order and the Glasgow Tramways Acts 1905 to  
1934 may be cited together as the Glasgow Tramways  
Acts 1905 to 1936.

This Order shall be included among the Acts and  
Orders which may be cited together as the Glasgow  
Corporation Acts 1855 to 1936.

Interpreta-  
tion.

2. The following words and expressions in this Order  
have unless there is something in the subject or context  
repugnant to such construction the meanings hereby  
assigned to them (that is to say) :—

“ City ” means the city and royal burgh of Glasgow ;

“ Corporation ” means the Corporation of the city of  
Glasgow ;

“ Loans Acts ” means the Glasgow Loans Acts 1883  
to 1935 ;

“ Order of 1905 ” means the Glasgow Corporation  
(Tramways Consolidation) Order 1905 ;

“ Order of 1927 ” means the Glasgow Corporation  
Order 1927 ;

“ Police Acts ” means the Glasgow Police Acts 1866  
to 1935 ;

“ Tramways Acts ” means the Glasgow Tramways  
Acts 1905 to 1934 ;

“ Tramway undertaking ” means the undertaking  
authorised by the Tramways Acts.

3.—(1) The Corporation may in lieu of the existing public baths and washhouse known as the Greenhead Public Baths and Washhouse situated on Glasgow Green in the city provide and maintain new public baths and a new public washhouse on such other part of Glasgow Green as the Corporation may set apart for the purpose and the provisions of the Police Acts with respect to public baths and washhouses shall extend and apply to the public baths and the public washhouse so provided and maintained.

A.D. 1936.

—  
Erection of  
new baths  
and wash-  
house on  
Glasgow  
Green.

(2) For the purposes of this section the provisions of the Police Acts with respect to public baths and washhouses shall be construed to extend to open or covered swimming baths and to any buildings or conveniences provided in connection therewith for the purposes of health recreation or amusement.

4.—(1) The agreement set forth in the First Schedule to this Order and made between the Corporation and James Templeton and Company (in this section referred to as "the company") is hereby sanctioned and confirmed and made binding on the parties thereto and the Corporation shall be entitled and bound to sell and convey to the company who shall be entitled and bound to purchase the lands referred to in the said agreement on the terms and conditions therein set forth.

Confirming  
agreement  
with James  
Templeton  
and Com-  
pany.

(2) The provisions of section 98 of the Town Councils (Scotland) Act 1900 shall not apply to the alienation of the lands referred to in the said agreement.

(3) On the completion of the respective conveyances to the company of the lands referred to in the said agreement all public and other rights in under or over the said lands shall be extinguished and on such completion the company shall subject to the terms and conditions of the said agreement be entitled to deal with the said lands as their absolute property.

(4) The sums of seven hundred pounds and two thousand three hundred and thirty pounds to be paid to the Corporation by the company in pursuance of the said agreement for the purchase of the said lands shall be carried to the credit of the common good fund of the city and shall be applied at the discretion of the Corporation

A.D. 1936. — for any purpose to which the common good may competently be applied.

Confirming  
agreement  
with Kirk  
Session of  
Glasgow  
Cathedral.

5. The agreement made between the Corporation and the Kirk Session of Glasgow Cathedral set forth in the Second Schedule to this Order is hereby sanctioned and confirmed and made binding on the parties thereto and as from the date of the taking effect of the said agreement all liabilities or obligations incumbent on the Corporation in respect of or in connection with Glasgow Cathedral shall be deemed to have been fulfilled and shall be at an end.

Borrowing  
for tramway  
purposes.

6.—(1) The Corporation may borrow for the purposes of the Tramways Acts and in the manner authorised by and subject to the provisions with respect to the borrowing of money and the repayment thereof by means of a sinking fund of the Order of 1905 any sum of money not exceeding two hundred and fifty thousand pounds in addition to (a) the sum of eight million eight hundred and forty-one thousand nine hundred and eighty-five pounds authorised to be borrowed by the Tramways Acts and (b) the sum of seventy-one thousand two hundred and eighty-one pounds nine shillings and nine pence authorised to be borrowed by the Govan Burgh (Tramways) Act 1893 (the tramways belonging to the former burgh of Govan having been vested in the Corporation by the Glasgow Boundaries Act 1912) and if after having borrowed the said sum hereby authorised or any part thereof the Corporation pay off the same by other means than by sinking fund they may reborrow the same.

(2) The amount borrowed by the Corporation for the purposes of the tramway undertaking whether in exercise of their powers under the Tramways Acts and this Order or at common law shall not exceed in amount the total sum they are authorised to borrow by the Tramways Acts and this Order.

Borrowing  
for  
libraries.

7. The Corporation may for the purposes of carrying out the powers conferred on them by the Glasgow Libraries Acts 1899 to 1930 borrow any moneys not exceeding in the whole the sum of one hundred thousand pounds in addition to the sum of two hundred and forty thousand pounds authorised to be borrowed by those Acts.

8. The Corporation shall during the year ending the thirty-first day of May one thousand nine hundred and thirty-seven and annually thereafter set apart as a sinking fund and pay into the loans fund provided by the Loans Acts a sum of not less than two per centum on the amount borrowed by them as at the thirty-first day of May preceding under the authority of the immediately preceding section of this Order and not paid off by any other means than by sinking fund. The Corporation shall apply such sinking fund in paying off the principal sum so borrowed.

A.D. 1936.

—  
Sinking  
fund for  
libraries.

9. The time limited by section 12 (Period for completion of works) of the Order of 1927 for the construction of the bridge over the river Clyde at Finnieston in the city and works connected therewith authorised by the Order of 1927 and by section 34 (Period for completion of tramways) of the Order of 1927 so far as regards the Tramways Nos. 2 3 and 4 authorised by section 31 (New tramways) of the Order of 1927 is hereby extended until the thirty-first day of October one thousand nine hundred and forty-two.

Extension of  
time for  
completion  
of Fin-  
nieston  
Bridge and  
certain  
tramways.

10. The time limited by section 43 (Period for compulsory purchase) of the Order of 1927 for the compulsory purchase of lands for the construction of the bridge over the river Clyde at Finnieston in the city and works connected therewith authorised by the Order of 1927 as extended by section 9 (Extension of time for compulsory purchase of lands for bridge) of the Glasgow Corporation Order 1932 is hereby further extended until the thirty-first day of October one thousand nine hundred and thirty-nine.

Extension  
of time for  
compulsory  
purchase of  
lands for  
bridge.

11. Section 31 (Penalty for smoke offences) of the Glasgow Police (Further Powers) Act 1892 and section 40 (Amendment of section 31 of Glasgow Police (Further Powers) Act 1892) of the Glasgow Corporation Order 1922 are hereby repealed and the Glasgow Police (Further Powers) Act 1892 shall be read and have effect as if the following section were inserted therein as section 31 thereof :—

Emission of  
smoke &c.  
from chim-  
neys.

“ Every person who so uses causes permits or suffers to be used any furnace or fire within the city (except a household fire) as that smoke soot grit

A.D. 1936.  
—

gritty particles sparks ashes or cinders issue therefrom unless he proves that he has used the best practicable means for preventing smoke soot grit gritty particles sparks ashes or cinders being issued from such furnace or fire and has carefully attended to and managed such furnace or fire so as to prevent as far as possible smoke soot grit gritty particles sparks ashes or cinders issuing therefrom shall be liable for the first offence to a penalty not exceeding forty shillings and for a second or any subsequent offence if committed within five years of the immediately previous conviction to a penalty not exceeding five pounds. Provided that except with respect to the issue of smoke this section shall not apply to locomotive steam engines used on railways."

Costs of  
Order.

12. All costs charges and expenses of and incident to the preparing for obtaining and confirming of this Order or otherwise in relation thereto shall be paid by the Corporation and may be allocated by them amongst such of the departments of the Corporation as they may deem expedient and if paid out of moneys which the Corporation are hereby authorised to borrow for the purpose shall be repaid out of revenue within five years from the date of the passing of the Act confirming this Order.



SCHEDULES referred to in the foregoing Order.

A.D. 1936.

---

THE FIRST SCHEDULE.

Referred to in the section of this Order of which the marginal note is "Confirming agreement with James Templeton and Company."

---

IT IS AGREED between the CORPORATION OF THE CITY OF GLASGOW (hereinafter called "the first party") of the first part and MESSRS. JAMES TEMPLETON AND COMPANY carpet manufacturers Templeton Street Glasgow (hereinafter called "the second party") of the second part in manner following (that is to say) :—

Stamp.



First The first party agrees to sell and the second party agrees to purchase (First) all and whole that area of ground containing four hundred and fifty-six square yards or thereby shown within the boundaries coloured yellow and marked with the letter A on the plan annexed and subscribed by the parties as relative hereto and (Second) all and whole that area of ground containing one thousand five hundred and eighty square yards or thereby shown within the boundaries coloured blue marked with the letter B on the said plan hereto annexed and comprising the greater part of the site of the Greenhead Public Baths.

Second The second party shall have right to have a cart entrance and an entrance for foot passengers to the said areas of ground by Templeton Street and continuation thereof southwards at any point or points on the south-east boundary of the area containing one thousand five hundred and eighty square yards not less than sixty-five feet north-east of the south-west boundary of the said area and shall also have right to an additional entrance for foot passengers at any point on the said south-east boundary south-west of the first-mentioned entrances The second party shall have right to use the roadway of the Glasgow Green opposite the said areas of ground and to have access over the strip of ground after-mentioned for carting building materials during the erection of the buildings on each of the said areas of ground.

Third The price of the said area of ground containing four hundred and fifty-six square yards shall be seven hundred pounds

A.D. 1936.  
—

and the price of the said area of ground containing one thousand five hundred and eighty square yards shall be two thousand three hundred and thirty pounds making together a total sum of three thousand and thirty pounds which sums the second party bind themselves and their successors to pay to the first party at the dates of settlement as hereinafter mentioned with interest thereafter at the rate of five per centum per annum till paid.

Fourth The entry of the second party to the said area of ground containing four hundred and fifty-six square yards or thereby and the date of settlement of the purchase price thereof shall be as at Whitsunday nineteen hundred and thirty-six but in respect the present Greenhead Public Baths buildings are erected on the said area of ground containing one thousand five hundred and eighty square yards or thereby and that the first party intend to replace the said baths buildings by new public baths erected elsewhere and as the erection of the latter will take a considerable time the entry of the second party to the said area containing one thousand five hundred and eighty square yards or thereby and settlement of the purchase price thereof shall take place as soon as the first party are in a position to give actual possession of the ground which they shall endeavour to do as soon as possible but which event shall not be later than Whitsunday nineteen hundred and forty-one.

Fifth The first party shall raze the building at present erected on the said area containing one thousand five hundred and eighty square yards down to ground level and leave the site clear and redd to the level of the adjoining roadway in Glasgow Green but as regards the swimming ponds in the said building the first party shall not be bound to remove the walls and floor of the said ponds so far as these are situated below ground level In the event of the site not being cleared as aforesaid by Whitsunday nineteen hundred and forty-one the second party shall thereafter be entitled to carry out the work themselves at the expense of the first party.

Sixth The strip of ground ex adverso the said two areas of ground containing four hundred and fifty-six square yards and one thousand five hundred and eighty square yards respectively and lying between the said two areas and the roadway to the south thereof running through the Glasgow Green shall be utilised for (a) a widening of the said roadway (b) the construction of a footpath and (c) a shrubbery all as shown on the said plan hereto annexed and shall remain open and unbuilt on in all time coming the cost of the said work to be borne by the first party who shall maintain the said roadway footpath and shrubbery.

Seventh The area of ground immediately adjoining the south-east boundary of the said area containing one thousand five

[26 GEO. 5. & *Glasgow Corporation* [Ch. xxi.]  
1 EDW. 8.] *Order Confirmation Act, 1936.*

hundred and eighty square yards and at present partly occupied as a shrubbery shall be thrown into the roadway and footpath as shown on the said plan hereto annexed and shall remain open and unbuilt on in all time coming the cost of the said work to be borne by the first party who shall maintain the said roadway and footpath. A.D. 1936.

Eighth In exchange for the price of each of the said areas containing four hundred and fifty-six square yards and one thousand five hundred and eighty square yards with interest if incurred the first party shall deliver a valid disposition in ordinary form with a clear search in the property and personal registers and shall exhibit a prescriptive title.

Ninth The second party shall on delivery to them of the disposition of the said area containing one thousand five hundred and eighty square yards pay to the first party the sum of five thousand pounds being a contribution towards the cost of the new baths which the first party propose to erect.

Tenth It is understood that there are no ground burdens affecting either of the said areas containing four hundred and fifty-six square yards and one thousand five hundred and eighty square yards respectively but the rates and taxes applicable thereto shall in respect of the year then current be apportioned between the parties hereto in respect of time before and after the said respective terms of entry.

Eleventh The said areas to be conveyed to the second party shall be used when they come to be built upon by the second party for the purpose of an extension to their carpet factory or for the erection of buildings for industrial or commercial purposes or for offices or dwelling-houses and the plans of the buildings to be erected by them thereon shall be submitted to and approved by the first party before building operations are commenced.

Twelfth The first party shall make application to Parliament to confirm this agreement in the Provisional Order which they intend to promote this year but in the event of the said Provisional Order so far as relating to this agreement not being confirmed by Parliament or in the event of any material alteration being made on the provisions of the said Provisional Order so far as relating to this agreement or on this agreement it shall be competent to either party to withdraw from this agreement whereupon this agreement shall be held to be null and void.

Lastly The parties hereto shall refer all questions and disputes with reference to the meaning and effect of these presents and the rights and obligations of parties thereunder to the amicable and final decision of the Dean of the Faculty of Procurators in Glasgow for the time being whom failing of the Professor of Conveyancing in the University of Glasgow for the time being In

A.D. 1936. — witness whereof these presents typewritten on this and the four preceding pages are executed by the parties hereto as follows videlicet they are subscribed by the said James Templeton and Company and by Frederick Henry Young (who also adhibited the firm signature of James Templeton and Company) Arthur Stewart Leslie Young James Brown Robert Alexander Maclean John Anderson Alexander Turnbull and John Pomeroy Glass the individual partners of the said firm of James Templeton and Company as follows videlicet by the said Frederick Henry Young Arthur Stewart Leslie Young James Brown Robert Alexander Maclean John Anderson and Alexander Turnbull all at Glasgow on the fifteenth day of October nineteen hundred and thirty-five before these witnesses Isobel Ritchie Kerr private secretary one hundred and twenty-seven Woodstock Avenue Shawlands Glasgow and Ellen McNair Buchanan cashier fifteen Florida Street Mount Florida there and by the said John Pomeroy Glass at London on the sixteenth day of the month and year both last mentioned before these witnesses John Duncan Lofthouse cashier thirty-nine Oxford Avenue Merton Park London and Eric Arthur Curnow salesman eight Waldemar Road Wimbledon London And they are sealed with the common seal of the said the Corporation of the city of Glasgow and subscribed by William Sans Unkles and Frederick Sedding two members of the said Corporation and by David Stenhouse town clerk of the said city all on behalf of the said Corporation at Glasgow on the twenty-fourth day of the month and year both last mentioned before these witnesses Robert Alexander Nixon writer and George Brown Mair Kirkland law apprentice both in the town clerk's office Glasgow.

(Sgd.) Isobel R. Kerr	Witness.	(Sgd.) JAMES TEMPLETON & Co.	
„ Ellen McNair Buchanan	Witness.	„ FRED. H. YOUNG.	
„ John Duncan Lofthouse	Witness.	„ A. S. L. YOUNG.	
„ Eric Arthur Curnow	Witness.	„ JOHN P. GLASS.	
„ Isobel R. Kerr	Witness.	„ JOHN ANDERSON.	
„ Ellen McNair Buchanan	Witness.	„ ALEX. TURNBULL.	
„ R. A. Nixon	Witness.	„ JAMES BROWN.	
„ Geo. B. M. Kirkland	Witness.	„ R. A. MACLEAN.	
		„ W. S. UNKLES.	
		„ FRED. SEDDING.	
		„ D. STENHOUSE.	

L.S.

[26 GEO. 5. & *Glasgow Corporation*  
1 EDW. 8.] *Order Confirmation Act, 1936.*

[Ch. xxi.]

THE SECOND SCHEDULE.

A.D. 1936.

Referred to in the section of this Order of which the marginal note is "Confirming agreement with Kirk Session of Glasgow Cathedral."

AGREEMENT between the CORPORATION OF THE CITY OF GLASGOW (hereinafter called "the Corporation") of the first part and the KIRK SESSION OF GLASGOW CATHEDRAL (hereinafter called "the Kirk Session") of the second part.

Stamp.

Ten shillings.

WHEREAS the Corporation have since sixteen hundred and seventy-seven provided and maintained the seats and other fittings in that part of Glasgow Cathedral used for divine worship and uplifted the rents in respect of such seats :

And whereas out of the rents so uplifted the Corporation until the year eighteen hundred and eighty-one in addition to maintaining the said seats and other fittings made annual payments to the precentor beadle and bell-ringer of the said cathedral when an arrangement was entered into between the Corporation and the Kirk Session under which the Corporation on the one hand agreed to place at the disposal of the Kirk Session out of the rents so uplifted a sum of one hundred pounds annually towards defraying the cost of the services in the cathedral together with one-half of any excess in the produce of the seat rents over two hundred and fifty pounds and the Kirk Session on the other hand agreed to relieve the Corporation of the payments to the said precentor and beadle :

And whereas in the year nineteen hundred and fifteen a further arrangement was entered into between the Corporation and the Kirk Session under which the Corporation agreed to pay over annually to the Kirk Session one-half of the produce of the seat rents :

And whereas the Kirk Session have made application to the Corporation to transfer to them the whole seats and other fittings in the said cathedral belonging to the Corporation together with the right to fix and receive seat rents in return for which the Kirk Session undertake to take over and free and relieve the Corporation of all obligations incumbent on them in respect of the provision and maintenance of the seats and fittings or otherwise in or in connection with the said cathedral.

And whereas the Corporation have agreed to grant the said application :

A.D. 1936.

Therefore the Corporation and the Kirk Session have agreed and do hereby agree as follows :—

First There shall be and are hereby transferred to the Kirk Session all rights of property vested in or belonging to the Corporation in the seats tables curtains bells and other fittings of whatever nature in or in connection with the said cathedral which seats tables curtains bells and other fittings shall thereupon by virtue of such transference become the sole property of the Kirk Session and shall thereafter be held and possessed by them.

Second There shall be and are hereby transferred to the Kirk Session all rights vested in or belonging to the Corporation of allocating and letting the sitting accommodation in the said cathedral and of fixing collecting and uplifting and retaining for themselves the seat rents therefor and such rights shall thereupon and thereafter be exercised and enjoyed by the Kirk Session.

Third There shall be and are hereby reserved to the Corporation the following rights and privileges videlicet (a) the right to have the cathedral bells rung or tolled by the Kirk Session on occasions of public rejoicing or mourning and on such other public occasions as may be required by the Corporation (b) the use of such sittings in the said cathedral as may be necessary to accommodate the Corporation or the magistrates of the said city of Glasgow on any national or ceremonial occasion according to use and wont but subject always to the right of the Kirk Session to allocate or let the said sittings when not required for the accommodation of the Corporation or the said magistrates upon the occasions foresaid.

Fourth On the transfer to the Kirk Session of the rights of property vested in or belonging to the Corporation in the said seats tables curtains bells and other fittings in or in connection with the said cathedral all liability incumbent on the Corporation to provide uphold and maintain the said seats tables curtains bells and other fittings shall cease and determine and the Kirk Session hereby undertake the liability of providing upholding and maintaining the same and of implementing all obligations at present incumbent upon the Corporation in connection with the ownership and maintenance thereof.

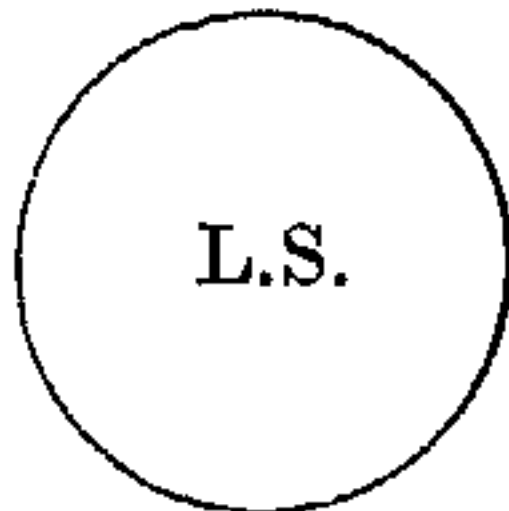
Fifth The Kirk Session shall make provision for the ringing of the bells of the said cathedral and for any payments for the services of a bell-ringer and shall free and relieve the Corporation of any obligation to make such provision.

Sixth The Kirk Session hereby also agree to take over and shall free and relieve the Corporation of any obligation incumbent upon the Corporation in connection with the said cathedral not hereinbefore specifically referred to.

Seventh This agreement shall take effect on and from **A.D. 1936.**  
fifteenth May nineteen hundred and thirty-six.

Eighth The Corporation shall make application to Parliament for a Provisional Order to confirm this agreement.

Ninth This agreement is subject to such alterations as may be made therein during the progress of the Provisional Order but if in the opinion of the Corporation or the Kirk Session any material alteration be so made or if in the opinion of either of them any material alteration be made in the provisions of the said Provisional Order so far as relating to the subject matter of this agreement or if the Provisional Order so far as relating thereto is not confirmed by Parliament it shall be competent to either of them to withdraw from this agreement In witness whereof these presents typewritten on this and the three preceding pages are executed in duplicate by the parties hereto as follows videlicet they are sealed with the common seal of the said the Corporation of the city of Glasgow and subscribed by James Crawford and Gordon Liddell Campbell two members of the said Corporation and by James Lorimer Mackenzie town clerk of the said city all for and on behalf of the said Corporation at Glasgow on the twelfth day of December in the year nineteen hundred and thirty-five before these witnesses Robert Alexander Nixon writer and Ian Robertson law clerk both in the town clerk's office Glasgow and they are subscribed by the Reverend Andrew Nevile Davidson moderator Gavin Boyd session clerk and Robert Herkomer Cullen treasurer all for and on behalf of the said Kirk Session of Glasgow Cathedral at a duly constituted meeting of the said Kirk Session held at Glasgow on twentieth January nineteen hundred and thirty-six and as authorised by a resolution passed at the said meeting before these witnesses James Carey writer Glasgow and Andrew Murray Richmond Martin chartered accountant Glasgow.

(Sgd.) R. A. Nixon Witness.	(Sgd.) JAMES CRAWFORD.	
„ Ian Robertson Witness.	„ GORDON L. CAMPBELL.	
„ James Carey Witness.	„ J. L. MACKENZIE.	
„ Andrew M. R. Martin Witness.	„ A. NEVILE DAVIDSON Moderator.	
	„ GAVIN BOYD Session Clerk.	
	„ ROBERT H. CULLEN Treasurer.	

---

Printed by EYRE AND SPOTTISWOODE LIMITED

FOR

SIR WILLIAM RICHARD CODLING, C.B., C.V.O., C.B.E., the King's Printer of  
Acts of Parliament.

---

To be purchased directly from H.M. STATIONERY OFFICE at the following addresses:  
Adastral House, Kingsway, London, W.C.2; 120 George Street, Edinburgh 2;  
York Street, Manchester 1; 1 St. Andrew's Crescent, Cardiff;  
80 Chichester Street, Belfast;  
or through any Bookseller