



ANNO TERTIO & QUARTO

VICTORIÆ REGINÆ.

Cap. cvii.

An Act to amend and enlarge the Powers and Provisions of the Act relating to the *Glasgow, Paisley, and Greenock Railway*, and to make certain new Branch Railways from the Main Line in the Towns of *Greenock* and *Port Glasgow*, and to make other Works in connexion with the said Railway. [23d July 1840.]

WHEREAS an Act was passed in the First Year of the Reign of Her present Majesty, intituled *An Act for making and maintaining a Railway from Glasgow to Greenock by Paisley and Port Glasgow, to be called "The Glasgow, Paisley, and Greenock Railway:"* And whereas in pursuance of the Powers granted by the said Act the Company thereby incorporated have proceeded with the Formation of the said Railway and Works, and great Progress has been made therein: And whereas the Period limited by the said Act for taking and using the Lands and other Properties thereby authorized to be taken and used will expire on the Fifteenth Day of *July* One thousand eight hundred and forty, and it is expedient that the same, so far as regards the Lands hereinafter particularly referred to, should be extended: And whereas it would be attended with great local and public Advantage if the said Company were authorized to purchase additional Lands for the Pur-

7 W. 4. &
1 Vict. c. 116.

[Local.]

27 G

poses

poses of the said Undertaking, and if certain new Branch Railways were made in lieu and place of those authorized by the said Act, with all proper Works and Conveniences connected therewith and Approaches thereto, in order to afford a more easy and free Communication with the said Main Railway, and the Harbours, Docks, and Quays of *Greenock* and *Port Glasgow* respectively: And whereas it is expedient that some of the Powers and Provisions of the said recited Act should be altered, amended, and enlarged; but the Purposes aforesaid 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, That all the Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things contained in the said recited Act (except such of them, or such Parts thereof respectively, as are by this Act repealed, altered; or otherwise provided for,) shall be extended and construed to extend to this Act, and to the several Works and Things hereby authorized or required to be made and done, and shall operate and be in force in respect to the Purposes and Objects of this Act, and of the said recited Act as altered and amended by this Act, as fully and effectually, to all Intents and Purposes whatsoever, as if the same Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things were repeated and re-enacted in this Act.

Powers of recited Act extended to this Act.

Abandonment of certain Branch Railways.

II. And be it enacted, That the said Company shall be and they are hereby required to abandon those Portions or Branches of the said Railway by the said recited Act authorized to be made which were intended to commence at or near *Delingburn Street* or *Bogle Street* in the Town of *Greenock*, by or near to *Virginia Street* and *Rue End Street* in the said Town, to the Harbours, Docks, and Quays of *Greenock*, and also another Branch Railway, commencing at or near to *Port Glasgow* or *Newark*, to the Harbours, Docks, and Quays of *Port Glasgow*, all in the County of *Renfrew*, with all the intended Works and Conveniences therewith connected.

Power to make other Branch Railways.

III. And be it further enacted, That it shall be lawful for the said Company, with and under the Conditions and Restrictions herein-after contained, to make and maintain the several new Branch Railways herein-after mentioned, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, over, and on a Level with the Lands, Streets, Quays, and Wharfs delineated on the Plan and described in the Book of Reference deposited at the Office of the Sheriff Clerk for the County of *Renfrew*; (that is to say,) one Branch Railway for Passenger Traffic, commencing at or near to a House in *Greenock*, commonly known by the Name of the "Mansion House," situate in the old or West Parish and new or Middle Parish of *Greenock*, both or One of them, and terminating at or near to the Custom House at *Greenock*; also another Branch Railway for Goods Traffic, commencing at or near to *Chapel Street* and *Delingburn Street*

Street in the said Town of *Greenock* and East Parish thereof, and terminating at or near to the Workshops and other Buildings situate on the *East India Quay*, and which belong in Property to the Trustees of the Harbour of *Greenock*; and also another Branch Railway for Goods Traffic, commencing at or near to a certain Garden in *Port Glasgow* and *Newark* and in the Parish of *Port Glasgow*, or the Parishes of *Port Glasgow* and *Newark*, both or One of them, and County of *Renfrew*, and numbered Forty-six on the original Plan of the said Railway authorized to be made by the said recited Act, and terminating at or near to the East Quay Head of *Port Glasgow* and *Newark* aforesaid in the County of *Renfrew*.

IV. Provided always, and be it further enacted, That the said Branch Railway at *Port Glasgow* shall be made and opened for the Purposes of Goods Traffic simultaneously with the said Branch Railway for Goods Traffic at *Greenock*, and that these Branches shall be completed and open for Traffic within Five Years from the passing of this Act; and that in the event of the said Branch at *Greenock* being extended round or upon the Quays at *Greenock*, so as to extend to or alongside of the Berths occupied by the Shipping at that Port, then and in that event the said Branch Railway at *Port Glasgow* shall be in like Manner and at the same Time extended, made, and completed round the Quays and Piers to the Shipping Berths of the Harbour and Wet Dock of *Port Glasgow*.

Branch Railways to be made and opened for Goods Traffic simultaneously, and within Five Years.

V. Provided always, and be it further enacted, That in forming the said Branch Railways hereby authorized to be made and maintained on the Level of the Streets, Quays, and Wharfs in the Towns of *Greenock* and *Port Glasgow*, the said Company shall be bound and they are hereby required to make and construct the same in such Manner as shall be agreed upon between them and the Magistrates of the said Towns of *Greenock* and *Port Glasgow* respectively; and after the said Branch Railways shall be so made and constructed in the said Town of *Greenock*, the Use of the Streets, Harbours, Quays, and Wharfs of the said Town of *Greenock*, upon or over which the said Branch Railways may be formed, shall be regulated from Time to Time by the Trustees for paving, lighting, and watching the said Town, and the Trustees for improving the said Harbours, Quays, and Wharfs respectively; and all Regulations to be made from Time to Time by the said respective Trustees shall be binding on the said Company and all other Parties interested; and after the said Branch Railways shall be made and constructed in the said Town of *Port Glasgow* the Use of the said Streets, Quays, and Wharfs of the said Town of *Port Glasgow*, in connexion with the said Branch Railway, shall be regulated from Time to Time by the Corporation of the said Town of *Port Glasgow*; and it shall not be lawful for the said Company, in constructing the said Branch Railways in either of the said Towns of *Greenock* or *Port Glasgow*, notwithstanding any thing in this Act contained, to make any Alteration in the present Levels of the said Streets, Quays, or Wharfs thereof (except as shown on the said Plans or Sections herein referred to), without the Consent in Writing of the said respective Trustees and Corporation; nor shall the said Streets, Quays, or Wharfs, or the Parts thereof

Regarding the Construction and Use of Branch Railways in *Greenock* and *Port Glasgow*.

thereof on or over which the said Branch Railways shall be constructed, become the Property of the said Company: Provided nevertheless, that it shall not be in the Power of the said respective Trustees or Corporation, in the Exercise of their said Powers, to hinder, obstruct, or prevent the said Company from laying the Rails of the said Branch Railways on the Levels of the said Streets, Quays, and Wharfs in the said Towns, as may be agreed upon in manner before mentioned: Provided also, that in case any Difference shall arise between the said Company and the said Magistrates of *Greenock*, or between the said Company and the said Magistrates of *Port Glasgow*, or between the said Company and the said respective Trustees, or between the said Company and the said Corporation of *Port Glasgow*, or any of them, regarding the Meaning and Intent of this Act, and the Use which the said Company is hereby authorized to make of the said Streets, Quays, and Wharfs in the said Towns of *Greenock* and *Port Glasgow* respectively, or either of them, the same shall be referred to the Sheriff of the County of *Renfrew*, who in such event is hereby empowered and required, upon the Application of any of the Parties, to decide and determine all such Questions and Disputes as may arise; and the Decisions of the said Sheriff shall be binding on all Parties concerned, and shall not be subject to Advocation, Appeal, or Review, or any Stay of Execution whatsoever.

Rails laid in *Greenock* to be removed if required, after the Expiration of Eight Years.

VI. And be it further enacted, That if it shall be considered by the Trustees for paving, lighting, and watching the said Town of *Greenock*, or by the Trustees for improving the Harbours of the said Town, at any Time after the Expiration of Eight Years, to be computed from the Time the said Rails shall have been laid down and used by the said Company for the Conveyance of Passengers and Goods along the same, that the further Continuance of the said Rails on the Levels of the said Streets, Quays, and Wharfs would be inconvenient to the Public, and that the same should be taken up and removed, it shall be lawful for the said Trustees for paving, lighting, and watching the said Town in so far as regards the said Streets, and the said Trustees for improving the said Harbours in so far as regards the said Quays and Wharfs, to require the said Company, by a Requisition in Writing to that Effect, to be served on their Secretary within Eighteen Months from the Date of such Service, to remove the said Rails from the said Streets, Quays, and Wharfs respectively, and to restore the same to the like State and Condition in which they were prior to the said Rails being laid thereon; and if the said Company shall refuse or neglect to remove the said Rails at the Expiration of the said Period of Eighteen Months, then and in such Case it shall be lawful for the said Trustees respectively to remove the same, and to restore the said Streets, Quays, and Wharfs to the same State and Condition in which they were prior to the said Rails being laid thereon; and all Expences attending the Removal of the said Rails, and of the Repairs of the said Streets, Quays, and Wharfs, shall be borne and paid by the said Company.

Police Officer to be appointed for Branch Rail.

VII. And be it further enacted, That the said Company shall and they are hereby required to appoint such Person as may from Time to Time be nominated jointly by the Provost of the said Town of *Greenock*

Greenock and the Chairmain of the Board of Directors for the Time being of the said Company to act as a Police Officer or Constable on the said Branch Railways, in so far as the same are within the Limits of the said Town of *Greenock*; and the Duties of the said Police Officer or Constable shall be prescribed by the said Provost and Magistrates of the said Town; and such Police Officer or Constable shall upon his Appointment be invested with all the Powers and Authorities competent to be exercised by the Police Officers or Constables appointed by and acting under the Authority of the Provost and Magistrates of the said Town of *Greenock*, and the Salary and other Expences of such Police Officer or Constable shall be borne and paid by the said Company.

ways in
Greenock.

VIII. And be it further enacted, That if the said Rails shall be carried down to a certain Street or Lane called *East Quay Lane*, in *Greenock* aforesaid, the said Company shall and they are hereby required, at their own Expence, previous to laying down any of the said Rails in the said Street or Lane, to widen that Part of the said Street or Lane situated to the North of the Street called *Shaw Street*, in the said Town, so that the said Portion of the said Street shall be of the same Width as that Part thereof which is situated to the South of the said Street called *Shaw Street*.

Part of East
Quay Lane in
Greenock to
be widened
before laying
Rails there-
on.

IX. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company or any Person acting under their Authority, in the event of their constructing the said Branch Railways upon and on the Level of the Streets, Quays, and Wharfs in the said Towns of *Greenock* and *Port Glasgow* respectively, which they are hereby authorized and empowered to do, under the Conditions and Restrictions before mentioned, to use any locomotive Steam Engine thereon for the Conveyance of Passengers, Goods, Wares, or Merchandize along the same, and that the Speed of the Carriages to be used thereon shall never exceed the maximum Rate of Five Miles *per Hour*.

Prohibiting
the Use of
locomotive
Steam En-
gines on
Branch Rail-
ways, &c.

X. And be it enacted, That such Parts of the Streets, Roads, or Thoroughfares within the Towns of *Greenock* and *Port Glasgow*, and such of the present or future Pavements, Flags, Sinks, Drains, or Sewers or Watercourses therein or thereon as shall or may be damaged, injured, affected, or destroyed by the said Company, in or about or in consequence of the Execution of the Powers hereby given to them or any of them, shall be repaired and made good and be reinstated by the said Company, and the same shall be put into as good and as complete a State of Repair as the same were before such Alteration, Damage, or Injury were done to the same, and to the Satisfaction of the said Corporations of the said Towns respectively, and the Expence of and attending the same shall be borne by the said Company.

In case of
Pavements,
&c. injured,
Company to
make them
good.

XI. And be it further enacted, That in all Cases where the said Railway and Works by the said recited Act authorized, or any Part thereof, shall cross the Streets or Roads within the Towns of *Greenock* and *Port Glasgow*, the same shall be constructed and made by means

Mode of
Construction
of Railway
where it
crosses
of Streets.

[Local.]

27 H

of a Bridge or Viaduct over the said Streets or Roads, which shall be, as far as practicable, Drop-dry at all Times, and shall be built of Brick, Stone, Iron, or some of those Materials.

Plans, Sections, and Books of Reference to remain in the Custody of the Sheriff Clerk.

XII. And whereas Plans and Sections describing the Lines and Levels of the said Branch Railways, and the Lands upon or through which the same are intended to be carried or made, and also certain additional Lands in *Tradeston* of *Glasgow* required for the Purposes of the said Railway and Works authorized to be made by the said recited Act, together with Books of Reference thereto, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, have been deposited with the Sheriff Clerk of the County of *Renfrew*; be it therefore enacted, That the several Plans, Sections, and Books of Reference shall remain with and be kept by the said Sheriff Clerk; and all Persons interested in any Manner therein shall have Liberty at all reasonable Times to inspect or make Extracts or Copies of the said Plans, Sections, and Books of Reference, paying to the said Sheriff Clerk for every Inspection the Sum of One Shilling, and for Copies or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Plans, Sections, and Books of Reference so deposited with the said Sheriff Clerk, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, certified by the said Sheriff Clerk, shall be and are hereby declared to be good Evidence in all Courts of Law and elsewhere.

Property of Provost and Magistrates of *Greenock* not to be taken without Consent.

XIII. And be it further enacted, That nothing herein contained shall authorize or be construed to authorize the said Company to take, injure, use, or damage, for the Purposes of this Act or any of them, any Lands, Grounds, or Premises belonging to the Provost, Magistrates, and Council of the Town of *Greenock*, on behalf of the Community thereof, or belonging to the said Provost, Magistrates, and Council of the said Town of *Greenock*, as Trustees for improving the Harbours of the said Town, other than those mentioned in the Schedule to this Act annexed, without the Consent in Writing of the said Provost, Magistrates, and Council first had and obtained thereto.

Limiting Deviations from Datum Line described in the Section.

XIV. And be it further enacted, That in making the said Branch Railways it shall not be lawful for the said Company to deviate from the Levels of the said Branch Railways, as referred to the common Datum Line described on the said Section approved of by Parliament, and as marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made; or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the respective Trustees or Commissioners, or, if there be no such Trustees or Commissioners, without the Consent of Two or more Justices of the Peace acting for the District in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for

for any public Sewers, or the Proprietors of any Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradient of the said Extension as denoted by the said Section shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile; and where in any Place it is intended to carry the Railway on an Arch or Arches, as marked on the said Plan or Section, the same shall be made accordingly; and where a Tunnel is marked on the said Plan or Section as intended to be made at any Place the same shall be made accordingly, unless the Owners, Lessees, and Occupiers of the Land in or through which such Tunnel is intended to be made shall consent that the same shall not be so made: Provided nevertheless, that it shall be lawful for the said Company, with such Consent as aforesaid, and not otherwise, to make a Tunnel or an Arch or Arches as aforesaid, not marked on the said Plan or Section, so that no such Tunnel shall be of greater Length than Two hundred Yards, and that no Two Tunnels be at a less Distance from each other than One hundred Yards, measured on the Line of the said Railway; and provided also, that for the Purpose of consenting to any such Deviation from the said Section, and to any tunnelling or arching as aforesaid, the Word "Owners" shall be deemed and taken to mean such Persons as are by the said first-recited Act and this Act capacitated to agree for the Sale of and to convey Land for the making of the said Extension; and the Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

XV. And be it further enacted, That it shall not be lawful to diminish the Radius of any Curve, as described on the Plans so deposited with the said respective Clerks of the Peace, unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile, unless where it exceeds Two Miles, or by more than Half a Mile, unless where it exceeds Three Miles on the said Plan.

Limiting
Alteration of
Curves.

XVI. And be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-nine, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the First Schedule to this Act annexed, without the Consent of the Owner and Occupier thereof respectively.

Houses and
Gardens not
to be used
unless speci-
fied in the
Schedule.

XVII. Provided always, and be it further enacted, That it shall be lawful for the said Company, under the Conditions and Restrictions before mentioned, to make the said Branch Railways in the Line or Course, and upon, across, and on a Level with the several Streets

Uninten-
tional Errors
in Schedule,
&c. not to
prevent the
Execution of
the Act,

Streets of *Greenock* and *Port Glasgow* respectively, and Lands and Property delineated on the said Plans deposited as herein-before mentioned, although such Streets and Land and Property, or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the First Schedule to this Act annexed, or in the said Books of Reference, if it shall appear to any Two or more Justices of the Peace, or to the Sheriff of the County wherein the Matter in question shall arise (in case of Dispute about the same), and be certified by Writing under the Hands or Hand of the said Justices or Sheriff, or either of them, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices or the said Sheriff shall be deposited with and remain in the Custody of the Clerk of the Peace, or of the Sheriff Clerk of the County in which such Matter shall arise.

Power to deviate.

XVIII. And be it further enacted, That the said Company, in making the said Branch Railways and other Works hereby authorized to be made, shall have full Power to deviate from the Lines delineated on the Plans deposited as herein-before mentioned, with such Deviation in the Sections as may be necessary in consequence thereof: Provided always, that no such Deviation shall extend to a greater Distance in any Town than Ten Yards, or in any other Place than One hundred Yards from the Line delineated on the said Plans, nor shall any Deviation extend into any Lands not described in the said Plans, nor into the Property of any Person whose Name is not mentioned in the said Books of Reference, unless the Name of such Person shall have been omitted by Mistake, and shall have been certified in manner herein-before mentioned and provided.

Limiting Period for purchasing Lands under this Act.

XIX. And be it further enacted, That unless the said Company shall within the Space of Two Years, to be computed from the passing of this Act, pay for, as in the said recited Act mentioned, the Lands which they are by the said recited Act and this Act empowered to take or use, the Powers hereby granted to them for taking or using any such Lands shall, after the said Period of Two Years, cease and be utterly void, save and except with the Consent in Writing of the Owners thereof respectively.

If Branch Railways not completed within Five Years, the Powers of this Act to cease.

XX. And be it further enacted, That in case the Works hereby authorized to be made shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Five Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Five Years all the Powers, Authorities, and Privileges, given by this and the said recited Act in relation thereto shall cease and determine, save only and except as to so much (if any) of the said Works as shall have been completed within the said Term; and the Sheriff of the County in which the same are situate is hereby authorized and required, at any Time before the Expiration of the said Term of Five Years, or within Six Months next after the Expiration thereof, to grant a Certificate

Certificate of such Completion upon the Evidence of Two or more credible Witnesses, to be adduced before such Sheriff for that Purpose.

XXI. And be it further enacted, That the Time by the said recited Act limited for taking or using of Lands for the Purposes of the said Undertaking thereby authorized shall be and the same is hereby extended and enlarged for the further Term of Two Years, to be computed from the passing of this Act, so far as regards so much and such Parts of the Lands situated on or near the Main Line of the said Railway as belong or are reputed to belong to the several Persons whose Names are mentioned in the Second Schedule to this Act annexed, or in which they respectively have or claim some Interest.

Extension
of Time for
taking and
using Lands.

XXII. And whereas it was by the said recited Act enacted, that no Action, Suit, or Complaint, nor any other Proceeding, of what Nature soever, should be brought, commenced, or prosecuted for any thing done or omitted to be done in pursuance of that Act, or in the Execution of the Powers or Authorities, or any Orders made, given, or directed in, by, or under that Act, unless Twenty Days previous Notice in Writing should be given by the Party intending to commence and prosecute such Action, Suit, Complaint, or other Proceeding to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding should be brought or commenced within Six Calendar Months next after the Act committed, or in case there should be a Continuation of Damage then within Six Calendar Months next after the doing or committing such Damage should have ceased; and that the Defendant in such Action, Suit, Information, Complaint, or other Proceeding might plead the General Issue, and give that Act and the special Matter in Evidence at any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of that Act; and that if they should appear to have been so done, or to have been so omitted to be done, or if it should appear that such Suit, Complaint, or other Proceeding should have been brought otherwise than as therein-before directed, that then and in every such Case Judgment should be given for the Defender; and if any such Action should be dismissed or found irrelevant, or be allowed to fall asleep, or if Judgment be given for the Defender, the Pursuer shall be found liable to him in Costs, to be settled by the Court wherein such Action, Suit, Complaint, or other Process as aforesaid may have been brought: And whereas it is expedient that the several Provisions herein-before recited should be repealed or varied, and other Provisions made in lieu thereof; be it therefore enacted, That so much of the said recited Act as is herein-before recited shall be and the same is hereby repealed.

Limitation
of Actions.

XXIII. And be it further enacted, That all Corporations and Persons by the said recited Act or this Act capacitated to treat and agree with the said Company for the Sale and Conveyance of Land required for the said Undertaking may, and they are hereby empowered, at any Time or Times after, and notwithstanding the

Incapacitated
Persons may
sell further
Lands to the
Company.

[Local.]

27 I

Period

Period limited for the compulsory Purchase of Lands by the said Company may have expired, (if they shall be willing, but not otherwise,) to treat and agree with the said Company for the Sale and Conveyance of any Land that may be required for the Purposes of the said Undertaking, but subject nevertheless to the Provisions and Restrictions in the said recited Act and this Act contained with regard to the Payment, Consignation, and Investment of the Price or Compensation to be paid for the same; and all Agreements, Submissions, or Arbitrations entered into by such Persons capacitated as aforesaid, with reference to the Amount of Compensation to be paid in respect of any Lands to be purchased, taken, or interfered with by the said Company under the Powers of the said recited Act or this Act, shall be binding on them and their Successors in the said Lands.

Conveyances not required to be in any particular Form.

XXIV. And whereas in many Cases the said Company have taken and may hereafter take Conveyances of Land in a Form different from that pointed out by the said recited Act, and have inserted and may hereafter insert in many such Conveyances special Matter by way of Agreement, Covenants, or otherwise; be it therefore enacted, That notwithstanding that any Conveyances made or to be made to the said Company are not in the same or the like Form to that pointed out by the said recited Act, and notwithstanding that any such Conveyances do or shall contain other or additional Matter, (by way of Agreement, Covenant, or otherwise,) all such Conveyances, not being inconsistent with Law, shall be valid, binding, effectual, and conclusive, and shall have the same Operation and Effect in all respects as if made in the Form pointed out by the said recited Act.

Providing Remedy in case of Proceedings for Recovery of Land purchased by the Company.

XXV. Provided always, and be it further enacted, That if at any Time after the said Company shall have entered upon any Lands which under the Provisions of the said recited Act or this Act they are authorized to purchase, and for which they shall *bonâ fide* and without Collusion have paid, deposited, or tendered the Purchase Money or Compensation agreed on by and between the said Company and the Party in Possession of the said Lands, or awarded in respect of the same, any Person or Corporation shall appear to be entitled preferably to such Lands, or to any Estate, Right, or Interest affecting the same, which Title, Estate, Right, or Interest the said Company shall have failed or omitted duly to purchase, or to pay Satisfaction or Compensation for, by reason of the said Company not having had express written Notice of the Existence thereof, or by reason of any other Accident, Error, or Mistake, and such Title, Estate, Right, or Interest shall not have been vested in or barred or extinguished for the Benefit of the said Company, by virtue of any of the Provisions of the said recited Act or in this Act contained, then, notwithstanding such Title, Estate, Right, or Interest, and whether the Period granted by such Acts or either of them for the Purchase of Land shall have expired or not, the said Company shall remain in the undisturbed Possession of such Lands; provided the said Company shall, within Six Calendar Months after Intimation to them of a Decree in the Court of Session constituting such

such preferable Title, or after legal Proof shown to them of such Estate, Right, or Interest, purchase or pay or tender Payment of Compensation or Satisfaction for the same, which Purchase Money, Compensation, or Satisfaction shall be agreed on or awarded and paid or tendered in like Manner as according to the Provisions in the said recited Act and this Act the same would have been agreed on or awarded and paid or tendered in case the said Company had purchased such Title, Estate, Right, or Interest before their Entry upon such Lands, all the Powers and Provisions of both of the said Acts regarding the compulsory taking of Land being hereby, so far as regards the said Lands, renewed and extended.

XXVI. And be it further enacted, That it shall be lawful for the said Company, in all Cases in which they are authorized or directed by the said recited Act or this Act to consign the Amount agreed or awarded to be paid by them in respect of any Compensation or otherwise under the said Act or this Act, to make such Consignation in one of the chartered Banks of *Scotland*, without any previous Application to the Court of Session, as required by the said recited Act, and all Consignations in such Banks already made by them, without such Application, are hereby ratified and approved of; provided that in the Books of the said Bank, or in the Receipt by the Cashier or other Officer of the said Bank, it shall appear that the Money so consigned has been consigned in the Terms of the said recited Act or of this Act, subject to the Orders and Control of the Court of Session (without which Orders no Money deposited shall be removed from the said Bank) in the Way and to the Intent therein or herein provided.

Company may consign Compensation without Application to Court of Session.

XXVII. And be it further enacted, That when any Purchase or Compensation Money payable by the said Company shall have been consigned in any of the chartered Banks of *Scotland*, and shall, by Order of the Court of Session, be directed to be laid out in the Purchase of other Lands, as in the said recited Act is mentioned, it shall not be necessary to engross or repeat verbatim, in any of the Titles of the new Lands which shall be purchased in lieu and place of those taken, used, or injured by the said Company, the Conditions and Provisions of the Entail or other Investiture of the said old Lands, or to mention specifically the Uses, Trusts, Intents, and Purposes to, for, and upon which the said new Lands are to be held, but it shall be sufficient to state the Dates of executing and recording the Deed or Deeds containing the Provisions and Conditions subject to which, or the Uses, Trusts, Intents, and Purposes to, for, and upon which, the said old Lands were held, and to declare that the said new Lands shall be held subject to the same Provisions and Conditions, and to, for, and upon the like Uses, Trusts, Intents, and Purposes, and to record the Title containing such general Reference in the Register of Tailzies, Sasines, or other proper Record, according to the Circumstances, which the Keepers of the said Records are hereby authorized and required to do without a Special Order to that effect.

Regulating the Application and Reinvestment of Money consigned in Bank.

XXVIII. And

Repealing
Clause as to
Compensa-
tion to be
made for
temporary
Damage.

XXVIII. And whereas the said recited Act contains certain Provisions for enabling the Company, after such Notice as thereby required, to enter upon and take temporary Possession of Lands adjoining or lying near to the said Railway and Works for the Purposes therein particularly mentioned, without having previously made any Payment, Tender, or Consignation of Money, as referred to by the said Act, provided the said Company should, if required, enter into such Bond as therein referred to, and make Compensation and Satisfaction to the Owner of such Land for the permanent Damage and Injury, if any, which might be done to the same, and separate and set apart so much of the Lands so required to be used from the other Lands adjoining thereto as in the said Act particularly mentioned: And whereas it is expedient that the said several Provisions should be repealed, and others substituted in lieu thereof be it therefore enacted, That the several Provisions in the said recited Act contained to the Effect herein-before mentioned or referred to shall from and after the passing of this Act be and the same are hereby repealed, save as herein-after provided: Provided always, notwithstanding, and it is hereby declared and enacted, that such Repeal shall not prejudice or affect the Rights and Interests of the said Company or of any other Person or Persons, in reference to any Acts which have been done by the said Company under and by virtue of the said Provisions lastly hereby repealed, but that all the Powers, Authorities, and Restrictions in the said recited Act contained shall, in regard to all such Acts, and any Questions in regard to the same, remain in full Force and Effect: Provided always, and be it enacted, that nothing herein contained shall extend or be construed to extend to affect or prejudice any Action or Proceeding that may be instituted in regard to any Act, Matter, or Thing which has been done by or under the Authority of the said Company before the passing of this Act, but that the same shall be judged of and determined as if this Act had not been passed.

Penalty on
entering
Lands before
Purchase.

XXIX. And be it further enacted, That, save as herein-after provided, if the said Company or any of their Contractors shall wilfully enter upon and take possession of any Lands, except for the Purposes and according to the Provisions in the said Recited Act or this Act mentioned, without the Consent of the Person in receipt of the Rents or of the Occupiers thereof, or without having made or tendered Payment for the same in manner directed by the said recited Act, the said Company shall forfeit and pay to the Party in Possession or in Receipt of the Rents of such Lands the Sum of Ten Pounds, over and above the Amount of any Damage done to the said Lands by reason of such Entry and taking possession thereof as aforesaid, such Penalty and Damage respectively to be recovered summarily before the Sheriff of the County in which the said Lands, or any Part thereof shall be situate; and if the said Company or their Contractors shall, after Conviction in such Penalty as aforesaid, continue in the unlawful Possession of the said Land, after a reasonable Time allowed them for removing therefrom, the said Company shall be liable to forfeit and pay the Sum of Five Pounds for every Day they or their Contractors

Contractors may so remain in Possession as aforesaid, such Penalty to be recoverable summarily by the Party in Possession or in the Receipt of the Rents of the said Lands before the said Sheriff: Provided always, that nothing herein contained shall be held to subject the said Company to the Payment of any such Penalties as aforesaid, if they shall *bonâ fide* and without Collusion have paid or tendered the Compensation agreed on or awarded to be paid in respect of the said Lands to any Person, whether legally entitled to receive the same or not, or shall have deposited the same incorrectly: Provided further, that it shall be in the Discretion of the said Sheriff in any Case to modify the said Penalties, or any of them, as he may think proper: Provided also, that after Notice of this Provision shall have been given by the said Company to any of their Contractors, the said Company shall be entitled to recover from such Contractors any Penalty in which they may have been convicted in consequence of the Acts of such Contractors, or their Servants, Agents or Workmen, done without the express Authority of the said Company.

XXX. And be it further enacted, That, subject to the Provisions herein-after contained, the said Company may and they are hereby empowered, at any Time or Times hereafter, before the Expiration of the Period by the said recited Act and this Act limited for the Completion of the said Railway, and without making any previous Payment, Tender, or Consignation, to enter and continue upon the Lands of any Person or Corporation, not being more than Two hundred and fifty Yards distant from the Centre of the said Railway, and not being a Garden, Orchard, Park, Plantation, planted Walk, Avenue, or Ground planted and set apart as a Nursery for Trees, and not being nearer to any Mansion House belonging to the Owner of such Lands than Five hundred Yards, and upon any existing private Roads, not being more than Two hundred and fifty Yards distant from the Centre of the said Railway, and to use the said Lands for the Purposes of permanently depositing Spoil thereon, or of taking Stuff by Side Cuttings therefrom, or of obtaining Materials for the Formation of the Railway therefrom, or of forming temporary Roads or Approaches thereon to and from or over or under the said Railway, or of occupying the said Lands during the Construction or Repair of the said Railway, and for these Purposes, or any of them, to lay or deposit on the said Lands, or to work or manufacture thereon, any Earth, Clay, Gravel, Sand, Stones, Bricks, Slates, Timber, Lime, or other Things, or to dig, cut, get, take, remove, and carry away, out of or from such Lands, or any Part thereof, any Soil, Gravel, Clay, Sand, Stone, or other Things which can or may be got or found therein, and to manufacture the same, and to use the said existing private Roads, the said Company giving Notice to the Owners and Occupiers of such Lands, and making Compensation in manner after mentioned: Provided always, that before entering upon such Lands for such temporary Purposes as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Sureties, who shall enter into a Bond to such Owner or Occupier in a Penalty of the Amount of Fifty Pounds for every Acre of Land required for such temporary Purposes, and so in proportion for any greater or less Quantity, conditioned for the Payment of such

Power to take temporary Possession of Land without previous Payment of Price.

[Local.]

27 K

Compensation,

Compensation, such Sureties to be approved of by the Sheriff, or any Two Justices of the County wherein such Lands may be, in case the Parties differ about the same; Provided always further, that nothing herein contained shall alter, vary, or enlarge any of the Powers or Authorities of the said Company in respect of any Act, Matter, or Thing which shall have been already done by them before the passing of this Act, but that all such Acts, Matters, and Things, and all Questions in regard to the same, shall be judged of and determined under the said recited Act.

Company to give Notice previous to such temporary Possession.

XXXI. And be it further enacted, That before entering on any such Lands the said Company shall, in case the same are required for Spoil Banks or for Side Cuttings, or for obtaining Materials for the Construction or Repair of the said Railway, give Six Weeks Notice of their Intention to enter upon the same to the Owners and Occupiers thereof; and in case the said Lands are required for any of the other Purposes herein-before mentioned, the said Company shall give Ten Days Notice of such their Intention to the said Owners and Occupiers; and in either Case the said Company shall, if required, separate and set apart the said Lands from the other Lands adjoining thereto; Provided always, that if the said Lands are required for any of the Purposes in respect of which a Notice of Six Weeks is herein-before provided, it shall be in the Power of the Owner of the Lands therein referred to, within Fourteen Days after Service of such Notice, to object to the said Company making use thereof, on the Ground that other Lands lying contiguous thereto might be equally beneficially occupied for such Purposes by the said Company, and with less Objection to the said Owner; and in such Case, if the said Company shall refuse to occupy such other Lands in lieu of the Lands referred to by them in the said Notice, it shall be lawful for the Sheriff of the County where the said Lands wholly or in part lie, on the Application of the said Owner, to summon the said Company and the Owner of such other Lands to appear before him, at any Time not being more than Fourteen Days nor less than Seven Days from the Service of such Summons on the said Company and on such Owner, or his Agent or Factor, and on hearing of the Parties verbally, to determine summarily whether either and which of the said Lands shall be occupied by the said Company for such Purposes as aforesaid, and to authorize the said Company to occupy the same accordingly.

Owners of Lands may compel Company to purchase Lands so temporarily occupied.

XXXII. And be it further enacted, That where the said Company shall, in virtue of the Powers herein-before conferred on them, enter upon and continue in the Possession of any Lands for the Purpose of making Spoil Banks or Side Cuttings thereon, or for obtaining Materials for the Construction or Repair of the said Railway therefrom, it shall be in the Power of the Person or Corporation by the said recited Act empowered to sell and convey the said Lands, and of the Occupier thereof, at any Time during the Possession of the same by the said Company, to require the said Company to purchase the said Lands and their Rights and Interests therein, by serving a Notice in Writing on their Agent or Secretary, setting forth the Particulars and Amount of their Claim in respect thereof

and the said Company shall thereupon be bound to purchase the said Lands and Rights and Interests therein accordingly; and the Value of such Lands, and the Compensation payable therefor to the said Owner and Occupier, shall, in case of Difference, be settled and ascertained in like Manner as in the said recited Act is provided with respect to the Purchase of Lands required for the Purposes of the said Act.

XXXIII. And be it further enacted, That where the said Company shall not be required to purchase the said Lands, and in all other Cases where they shall enter upon and continue in the temporary Possession of the Lands in virtue of the Powers herein-before granted, they shall be obliged, within One Calendar Month after their Entry upon such Lands, if not already entered upon, and within One Calendar Month after the passing of this Act, if the same have already been entered upon, under a Notice served on the Owner or Occupier in Terms of the said recited Act, upon being required so to do by a written Notice delivered to their Agent or Secretary, setting forth the Particulars and Amount of his Claim, to agree with the Occupiers of the said Lands for the Payment of the Value of any Crop or Dressing that may be thereon, and of an annual Sum by way of Rent for and during their Occupation thereof, and shall also, within Six Calendar Months after they have ceased to occupy the said Lands, and not later than Six Calendar Months after the Expiration of the Time by the said recited Act and this Act limited for the Completion of the said Railway, upon being required by the Owner and Occupier of the said Lands, by a written Notice delivered to their Agent or Secretary, setting forth the Particulars and Amount of their Claim, agree with such Owner and Occupier for the Payment of any permanent Damage or Injury that may have been done to the said Lands in exercise of the Powers herein-before granted; and the Amount of such permanent Damage, or the Value of any Crop or Dressing that may be on the said Lands, and the Rent payable in respect thereof for and during the Company's Possession, shall, in case of Difference, be settled and ascertained in like Manner as in the said recited Act is provided with respect to Compensation for Damage, and to the Purchase of Lands required for the Purposes of the said Railway.

Provision as to fixing Compensation for Ground temporarily occupied.

XXXIV. And be it further enacted, That any Sheriff to whom any Application is authorized to be made, and before whom any judicial Proceedings shall in consequence take place or become necessary, under or by virtue of the said recited Act or this Act, shall and he is hereby authorized summarily to call before him all Parties who appear to him to be interested therein, and to proceed forthwith to hear, *vivâ voce*, and pronounce Judgment regarding the Matters mentioned in such Application or Proceedings, or to do the several Acts and Things required by the said recited Act or this Act to be done by him, without waiting the ordinary Course of the Roll of Causes before him, and without written Pleadings or a written Record, or reducing any Evidence which may be led by either of the Parties to Writing, unless and except where said Sheriff shall consider that the Matters mentioned in such Application or Proceedings

Judicial Proceedings before the Sheriff not required to be in Writing.

ceedings can with more Advantage be decided with written Pleadings and with a written Record, in which Case he shall proceed to bring the same to a Conclusion, and make up the same with all convenient Despatch: Provided always, that where such Application or Proceedings refer to the Acquisition of Land by the said Company by the Intervention of a Jury, it shall not be in the Power of the said Sheriff to allow written Proceedings or to make up a written Record.

Power of Appeal.

XXXV. And be it further enacted, That in all Cases which may come before any Sheriff Substitute under the said recited Act or this Act, in which written Pleadings shall have been allowed and a written Record shall have been made up, and where the Evidence which may have been led by the Parties shall have been reduced to Writing, but in no other Case whatever, it shall be competent for any of the Parties thereto, within Five Days after a final Judgment shall have been pronounced by such Sheriff Substitute, to appeal against the same to the Sheriff Depute of the same County, by lodging a Minute of Appeal with the Sheriff Clerk of such County, or his Depute, and the said Sheriff Depute shall thereupon review the Proceedings of the said Sheriff Substitute, and whole Process, and, if he thinks proper, hear the Parties *viva voce* thereon, and pronounce Judgment, and such Judgment shall in no Case be subject to Review, Stay of Execution, or Appeal, but shall be final and conclusive on the Parties.

Special Jury to be summoned if required.

XXXVI. And be it further enacted, That in all Cases of Controversy between the said Company and any Corporation or Person, where, by the said recited Act or this Act, a Jury is authorized or directed to be summoned, and the Party with whom such Controversy shall arise shall have given to the said Company, or the said Company shall have given to the said Party, the Notice required by the said recited Act to be given previously to the Sheriff summoning such Jury, it shall be lawful for the Person or Persons with whom such Controversy shall arise to give to the said Company, or for the said Company to give to such Person or Persons, at any Time within Ten Days from the Day fixed by the Sheriff for summoning said Jury, a Notice in Writing of his or their Desire that the Matter in question shall be tried by a Special Jury, and the said Sheriff shall and he is hereby required to direct that the said Matter shall be assessed and ascertained by a Jury chosen from disinterested Persons qualified to be Special Jurors in *Scotland*, in the Manner specified in the said recited Act; and where no such Notice shall be given, then the said Matter shall be tried by a Common Jury.

Lands bought of any Corporation or Person under any Disability how to be valued.

XXXVII. Provided always, and be it further enacted, That the Consideration Money to be paid for any Lands to be purchased from or conveyed by any Person or Corporation under any Disability or Incapacity, as in the said recited Act mentioned, and not having Power to sell, except under the Provisions therein contained, and the Compensation Money to be paid for any permanent Damage or Injury to such Land, shall not be less than shall be determined by the Verdict of a Jury, or by such able practical Surveyor or Valuer of

of Lands as the Sheriff for the County wherein the Lands or any Part thereof shall be situate shall for that Purpose nominate; and such Surveyor or Valuer shall annex to his Survey, Estimate, or Valuation, when completed, a Declaration of the Correctness thereof, in the Form, or as near thereto as the Circumstances of the Case will admit, prescribed in the Schedule of an Act passed in the Sixth Year of the Reign of His late Majesty King *William* the Fourth for the Suppression of voluntary and extra-judicial Oaths and Affidavits.

XXXVIII. And whereas by the said recited Act it is provided, that before entering into Possession of any Lands full Compensation shall be made by the said Company to the Superiors thereof for all Loss which they may sustain by being deprived of any Casualties or otherwise: And whereas the Feu Duties and Casualties payable in respect of Lands are frequently small or nominal, and in many Instances Superiors do not make up Titles to their Superiority, and are not in a Situation to receive or discharge such Feu Duties or Casualties, and it would be attended with Inconvenience if the said Company were in all Cases obliged to purchase and acquire the Rights of Superiors before entering into Possession of such Lands; be it therefore enacted, That, notwithstanding any thing in the said recited Act contained to the contrary, it shall be lawful for the said Company, either before entering into Possession of such Lands or at any Time thereafter, to purchase and redeem the Claims of the said Superiors in the same Way as if the Time limited by the said Act and by this Act for the compulsory Acquisition of Lands had not expired, but were still in force: Provided always, that the said Superiors, whenever they shall have made up their Titles, and shall be in a Situation to discharge and convey their Rights and Interests, may require the said Company to purchase and redeem the same forthwith, or within a given Period, and the said Company shall and they are hereby required to purchase the same accordingly within such Period.

Modifying
Provision as
to Purchase
of Super-
riorities.

XXXIX. And whereas by the said recited Act it is provided that all Feus or Conveyances in favour of the said Company, being duly executed, and being registered in the particular Register of Sasines kept for the County or District in which the Lands mentioned therein are locally situated, or in the general Register of Sasines for *Scotland* presently kept at *Edinburgh*, within Sixty Days from the last Date thereof, shall give and constitute a good and undoubted Right, and complete and valid Feudal Title, in all Time coming, to the said Company of Proprietors, and their Successors and Assigns, to the Premises therein described: And whereas Doubts have arisen as to the Register in which Conveyances of Lands situated within the Limits of a Royal Burgh should be recorded, and as to the Necessity of recording in a Register of Sasines Feus and Conveyances in favour of the said Company, which may contain a Procuratory of Resignation or Precept of Sasine, or which have been or may be completed by Infertment, according to the usual Practice in *Scotland*; be it therefore enacted, That all Conveyance in favour of the said Company of Lands situated within the Limits of a Royal Burgh shall and may be recorded in the Register of Sasines of such Burgh, and the

As to Regis-
tration of
Feus or Con-
veyances.

[Local.]

27 L

Keeper

Keeper of the Register of Sasines thereof is hereby authorized and required to record the same; and the said Feus and Conveyances, being duly executed, and having already been or being already so registered, shall give and constitute a good and undoubted Right, and complete and valid Title, in all Time coming, to the said Company of Proprietors, and to their Successors and Assigns, to the Premises therein described, any Law or Custom notwithstanding; and it shall not be necessary for the said Company to record in any Register of Sasines Feus or Conveyances in their Favour which shall contain a Procuratory of Resignation or Precept of Sasine, or which shall have been or may hereafter be completed by Infestment: Provided always, that the Title of the said Company under or by virtue of such last-mentioned Feus or Conveyances shall be regulated by the ordinary Law of *Scotland*, and not by any special Provision contained in this Act, until either the Feus or Conveyances themselves, or the Instruments of Sasine thereon, shall have been recorded in a Register of Sasines.

Conveyances to the Company to bar Challenge in certain Events.

XL. And be it further enacted, That in all Cases where the said Company have already purchased or shall hereafter purchase a Part only of the Lands belonging to any Proprietor, and possessed by him under the same Titles, and the Feu or Conveyance thereof in favour of the said Company, or the Infestment following thereupon, shall have been duly recorded in a public Register of Sasines in the Manner directed in the said recited Act or this Act, such Feu or Conveyance shall be deemed and taken to be a valid and indefeasible Right and Title to the said Lands, and the said Company shall accordingly remain therein-after in the free and undisturbed Possession thereof, subject only to the Provisions and Conditions contained in the said Feu or Conveyance, unless it shall be shown by the Person or Corporation claiming the same, or any Right or Interest therein, that the Granter of the said Feu or Conveyance was not at the Time of granting the same capacitated, or capable by completing Titles in his Person to capacitate himself, to execute the said Deed under or by virtue of the said recited Act or of this Act: Provided always, that nothing herein contained shall be held to interfere with or bar the Claims of Superiors under whom the Granter of the said Feu or Conveyance held or might have held the said Lands.

Extending the Power of purchasing Lands severed.

XLI. And whereas in the Execution of the Powers of the said recited Act and this Act granted several Pieces of the Land have been or may be cut through and divided, so that what remains thereof on one Side of the Railway will exceed One Half of a Statute Acre in Quantity of agricultural Land: And whereas by the said first-recited Act the said Company are required to make and erect such and so many Bridges, Arches, Hollows, Culverts, and Passages over, under, or by the Side of or leading to or from the said Railway, for the commodious Use of the Land cut through or divided by such Railway, as the Sheriff shall judge necessary or appoint in case of Dispute about the same: And whereas it often happens that in a short Time after the Formation of a Railway the Proprietors of the Land which has been cut through and divided sell or exchange the smaller

smaller Part of such Land left on one Side of the Railway, and not conveniently situated with respect to the Remainder or larger Portion thereof, and the Bridges, Arches, Hollows, Culverts, and Passages which have been erected for the Use and Occupation of the said Lands become not only useless to the Proprietors of the Land on either Side of the said Railway, but cause a considerable Expence annually to the said Company in their Maintenance and Repair: And whereas it is expedient that further Powers of purchasing Lands should be given to the said Company for the Purpose of avoiding unnecessary Expence in the Erection of such Bridges, Arches, Hollows, Culverts, and Passages, for the Use and Occupation of the said Lands cut through or divided by the said Railway; be it therefore enacted, That where any Land has been or shall be cut through or divided, and the Proprietors thereof shall be willing to sell the said Company the Part which has been left on one Side of the said Railway, it shall be lawful for any Corporation or Person by the said recited Act or this Act capacitated to sell or convey Lands, to enter into any Agreement with the said Company for the Sale and Conveyance of the Lands so left on one Side of the said Railway, and the said Company are hereby authorized and empowered to treat and agree with any Corporation or Person for the Purchase of such Lands, and of any subsisting Leases or Incumbrances thereon; and the said Company shall be then discharged from their Liability under the Provisions of the said recited Act to make any Bridge, Arch, Hollow, Culvert, or Passage for the Purpose of connecting such Land as aforesaid: Provided always, that the said Company shall and they are hereby required to sell and convey all such Land which they shall so purchase, or such Part thereof as may not be necessary for the Purposes of the said Undertaking, within such Time and in such Way and Manner as is directed by the said recited Act for the Sale of any superfluous Lands not required for the Purposes of that Act.

XLII. And be it further enacted, That in every Case in which Corporations, Heirs of Entail, Life-renters, Husbands, Tutors and Curators, and other Guardians, Judicial Factors, Trustees for charitable and other Purposes, Executors or Administrators, and all other Persons, not only for and on behalf of themselves, but also for and on behalf of those for whom they may act, shall have already received or agreed to receive Compensation for or in lieu of any Change of the Line of Railway authorized by the said recited Act, or in lieu of Gates, Bridges, Arches, Roads, Hollows, Culverts, Fences, Ditches, Drains, or Passages, instead of the same being erected or formed by the said Company, for the Purpose of facilitating the Passage to, from, over, across, under, or by the said Railway, or shall have made or shall make any other Arrangement with the said Company touching or concerning the same, every such Arrangement or Agreement shall be and is hereby declared to be lawful and binding, not only upon the Person or Persons making the same, but also on all other Persons claiming by, from, through, after, or in Trust or otherwise for him or them, and all other Persons whomsoever.

Compensation in lieu of Gates, Bridges, &c.

XLIII. And

Gates to be kept shut.

XLIII. And be it further enacted, That all Occupiers of Lands for any Occupation whereof (either alone or together with other Lands) any Gate or Gates shall have been or shall be erected or put up by the Side of the said *Glasgow, Paisley, and Greenock* Railway, shall keep such Gates constantly shut and fastened (except only during such Time as must necessarily be from Time to Time occupied in passing through the same for the Occupation of the said Lands), and every Occupier neglecting so to do shall forfeit and pay any Sum not exceeding Twenty Shillings for every such Offence.

Provisions respecting the Height of Bridges over East Stewart Street and Saint Andrew's Street repealed.

XLIV. And whereas it is by the said recited Act enacted, that the Bridges over *East Stewart Street* and *Saint Andrew's Street* in the East Parish of *Greenock* and County of *Renfrew* shall be of such Construction as to admit of the same being raised to a Height of Twenty Feet, and the Part of the said Bridges so to be raised shall not be of less Width than Fifteen Feet; and the said Company are by the said recited Act required, after Twenty-four Hours Notice to that Effect from Messieurs *Scott, Sinclair, and Company*, to raise the said Bridges, or either of them, so as to admit of the Passage of such bulky Articles underneath the same as may require such increased Space to be afforded them; and it is provided that the Messieurs *Scott, Sinclair, and Company* shall, as to the Time of giving the said Notice and requiring the said Bridges or either of them to be raised as aforesaid, in all things consult the Convenience of the said Company, so as not to impede the Traffic on the said Railway; and the said Company shall not be required to keep open the said Bridges or either of them at any Time for any longer Period than Fifteen Minutes: And whereas Arrangements have been made with the said Messieurs *Scott, Sinclair, and Company* and the said Railway Company, and it is therefore expedient that the said recited Provisions should be repealed, and other Provisions enacted in lieu thereof; be it therefore enacted, That the same shall be and are hereby repealed accordingly.

Bogle Street in Greenock may be sent up when Mansion House Street is opened.

XLV. And whereas the said Company are empowered to construct their Railway across *Bogle Street* in the said Town of *Greenock* on the Level thereof, and it is provided by the said recited Act that if a certain Street, to be called *Mansion House Street*, should be formed from the Street called *Cathcart Street* to the said Street called *Bogle Street*, above where the said Railway crosses the said Street called *Bogle Street*, for the Purpose of improving the Communication between the Town of *Greenock* and the Mills situate upon the *Shaw's Water*, then and in such Case, and so soon as the said intended Street should be open to the Public, all the Restrictions in the said recited Act contained with regard to the crossing of *Bogle Street* should cease and determine: And whereas the present Inclination of the said Street called *Bogle Street* is such as to render it inconvenient even now as a Thoroughfare for Horses, Cattle, and Carriages, and it will not be any Inconvenience to the Community should the same cease to be used when the said Street called *Mansion House Street* is formed and opened to the Public: And whereas *Mansion House Street* is now about to be formed from *Cathcart Street* to *Bogle Street* aforesaid, and it is therefore expedient that so soon as the same shall

be formed and open to the Public, and the Restrictions mentioned in the said recited Act shall cease and determine, that the Sheriff of the County of *Renfrew* should be empowered to order and direct that that Part of the said Street called *Bogle Street* which is crossed by the Railway should thereafter be discontinued as a public Thoroughfare for Horses, Cattle, and Carriages; be it therefore enacted, That it shall be lawful for the said Company, with the Concurrence of the Provost, Magistrate, and Town Council of *Greenock*, upon the said Street called *Mansion House Street* being formed and opened to the Public, to present an Application to the said Sheriff for Authority to carry the Footpath of the said Street called *Bogle Street* by means of an Archway or Bridge under the Railway, for the Convenience of Foot Passengers passing along the same, such Archway or Bridge to be Eight Feet high in the Clear and Six Feet wide between the Abutment Walls, Notice of which Application, specifying the Time when the same is to be made, shall be affixed to the principal Door of the Church of the East Parish of *Greenock* for Two successive *Sundays*, and inserted Twice in some one and the same Newspaper published in the Town of *Greenock*, before the same shall be taken into consideration; and if it shall appear to the said Sheriff, upon considering the said Application, and hearing such Parties as may appear before him claiming to be interested in the said Street, that the same may be discontinued where it is crossed by the Railway as a Thoroughfare for Horses, Cattle, and Carriages, he is hereby authorized and required to order and direct accordingly, and also to direct such proper and sufficient Fences to be erected by the said Company as he may consider necessary for the Safety of the Public in consequence of the said Street being discontinued as a Thoroughfare for Horses, Cattle, and Carriages, and further to authorize and empower the said Company to make and construct the aforesaid Archway or Bridge under the said Railway for Foot Passengers, and to make such Alterations in the Level of the said Street called *Bogle Street* as may be requisite and necessary for the proper and due Construction of the said Archway or Bridge and Railway.

XLVI. And be it further enacted, That the said *Glasgow, Paisley, and Greenock* Railway Company shall, at their own Expence, light and keep duly lighted at all proper Times the Archways for carrying the said Railway over *Underwood Street* and *Stoney Brae* in the Town of *Paisley*, and shall also properly pave and maintain in good Order and Condition the Pavements of the Footpaths under the Arches over the said Street and Brae respectively.

Certain Archways in Paisley to be lighted, &c. by the Railway Company.

XLVII. And whereas by the said recited Act it was enacted, that the Span of the Arch of the Bridge to be erected over *East Stewart Street* should be formed and should at all Times be and be continued of such Width as to leave a clear and open Space under such Arch of not less than Thirty Feet, and that the Height of the Soffit or under Side of the Beam of such Arch should not be less than Fifteen Feet from the Surface of the said Street: And whereas the said Street does not lead to any other Place than the Factory of Messieurs *Scott, Sinclair, and Company*, situate near to the Line of the said Railway, and for whose Protection various Clauses were inserted in the said

Arch over East Stewart Street not to exceed Fourteen Feet in Height.

[Local.]

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recited

recited Act: And whereas it is expedient that the Height of the Arch over the said Street should not exceed Fourteen Feet; be it therefore enacted, That it shall be lawful for the said Company, with the Consent of the said Messieurs *Scott, Sinclair*, and Company, so to erect the Arch over *East Stewart Street* aforesaid as that the Height of the Soffit or under Side of such Arch shall not be less than Fourteen Feet from the Surface of the said Street.

Regulating
Inclinations
of Devol's
Glen Avenue,
Mary Street,
Balfour
Street,
Chapel Lane,
and Barr's
Brae.

XLVIII. And whereas the said Railway crosses the several Streets, Lanes, Roads, or Thoroughfares in the Town of *Port Glasgow* following; (that is to say,) *Devol's Glen Avenue, Mary Street, Balfour Street, Chapel Lane*, and *Barr's Brae*: And whereas the present Inclination of the said Lane called *Devol's Glen Avenue*, at the Point of crossing the said Railway, is One Foot in Nine Feet and a Half, and it is proposed to maintain the same Inclination under the said Railway; and the Inclination of the said Street called *Mary Street* at the Point of crossing is partly One Foot in Fourteen Feet, and partly One Foot in Six Feet and a Half, and it is proposed to make the Inclination thereof under the said Railway One Foot in Twelve Feet; and the Inclination of the said Street called *Balfour Street* is at the Point of crossing One Foot in Sixteen Feet, and it is proposed to make the Inclination thereof One Foot in Fourteen Feet; and the Inclination of the said Street or Lane called *Chapel Lane* is at the Point of crossing One Foot in Twelve Feet, and One Foot in Eight Feet, and it is proposed to make the Inclination thereof One Foot in Nine Feet; and the Inclination of the said Street or Road called *Barr's Brae* is now One Foot in Seven Feet, and it is intended to maintain the said Inclination; be it therefore enacted, That it shall and may be lawful for the said Company, with the Consent of the Provost and Town Council of *Port Glasgow* aforesaid, and they are hereby authorized and empowered, in constructing the said Railway, to make and maintain the aforesaid proposed Inclinations in the aforesaid Streets.

Regulating
Height of
Arches over
Devol's Glen
Avenue,
Mary Street,
Balfour
Street,
Barr's Brae,
and Chapel
Lane.

XLIX. And be it further enacted, That in constructing the said Railway over the several Streets before mentioned it shall be lawful for the said Company, with the Consent of the Provost and Town Council of *Port Glasgow* aforesaid, so to erect the Arches over the said Streets as that the Height of such Arches over the said several Streets or Roads called *Devol's Glen Avenue, Mary Street, Balfour Street*, and *Barr's Brae*, from the Centre of the Soffits thereof to the Surface of the said Streets respectively, shall not exceed Twelve Feet: Provided always, that in crossing the said Lane called *Chapel Lane* it shall not be necessary to construct the said Arch over the same at a greater Height than Ten Feet from the Surface of the said Lane called *Chapel Lane*, and that in crossing the Street called *Robert Street*, near *Port Glasgow*, it shall not be necessary to construct the said Arch over the same at a greater Height than Thirteen Feet from the Surface of the said Street called *Robert Street*.

Regulating
Height of
Arches over
Turnpike

L. And whereas in carrying the said Railway over the *Glasgow* and *Greenock* Turnpike Road at or near *Finlayston*, and also the Road leading from *Barnsford* Toll Bar to *Houston* at or near the
River

River *Gryfe*, it will be necessary, in order to preserve the said Roads respectively from Floods, to construct the Arches over the said Roads so that the Height of such Arches shall not exceed Fourteen Feet; be it therefore enacted, That in constructing the Arches for carrying the said Railway over the said Roads respectively it shall be lawful for the said Company, with the Consent of the Trustees of the said Roads respectively, so to construct the said Arches as that the Height thereof within the Centre of the Soffits of the same and the Surface of the said Roads shall not exceed Fourteen Feet.

Road near
Finlayston
and the
Gryfe.

LI. And whereas the Turnpike Road leading from the *Greenock* Turnpike Road to *Houston* is, at or near *East Bank* in the Parish of *Erskine* in the County of *Renfrew*, crossed by the said Railway, and the present Inclination of the said Road at the said Point of crossing is at present One Foot in Thirteen Feet, and in making and constructing the said Railway over the same it is necessary (regard being had to the Steepness of the said Road) to continue the said Inclination at One Foot in Thirteen Feet, and to limit the Height of the Arch for carrying the said Railway over the said Road to Fourteen Feet; be it therefore enacted, That in carrying the said Railway over the said *Houston* Road at the Point aforesaid the said present Inclination of the said Road at One Foot in Thirteen Feet shall and may, with the Consent of the Trustees of the said Road, be maintained and preserved by the said Company; and that it shall be lawful for the said Company, with the like Consent, so to build and erect the Arch for carrying the said Railway over the said Road as that the Height of the said Arch between the Centre of the Soffit thereof and the Surface of the said Road shall not exceed Fourteen Feet.

As to crossing
the Turnpike
Road to
Houston,
near East
Bank.

LII. And be it further enacted, That where, in the Execution of the Powers contained in the said recited Act or this Act, the Line or Course of any Turnpike Road or public Highway shall be diverted or deviated and carried over Ground purchased or agreed for by the said Company, the Solum of the old Road so diverted or deviated shall, where the same is not required by the said Company, belong to and shall *ipso jure* vest in the respective Owners of the Lands bounding the same on either Side thereof in equal Moieties; and the said Owners shall be entitled to shut up the old Road so diverted or deviated opposite to their respective Lands, and to inclose and appropriate the same, unless the old Road so diverted or deviated shall be deemed by the said Company necessary as an Access leading to the said Railway or to any of the Works thereof, or to any of the adjoining Lands intersected thereby, in which Case it shall be in the Power of the said Company to keep the same open, and the said old Road shall accordingly in such Case remain open, and may be used by the said Company, and by any Person or Persons going to or from the Railway or Lands, so long as the said Company shall consider expedient, and the Maintenance thereof shall be paid for by the said Company or the Party or Parties using the same.

As to Pro-
prietorship
of diverted
Roads.

LIII. And whereas by the said recited Act the said Company are required to erect and construct various Bridges, Tunnels, Roads, and

Power to
alter Bridges,
&c. with

Consent of
Persons en-
titled to the
Land, &c.

and Approaches, and to make, execute, and maintain Works specified in the said Act: And whereas in the Formation of the Railway it may be in many Cases found necessary or desirable to alter and vary the Form of Construction of said Bridges, Tunnels, Roads, and Approaches and Works, and the Position thereof respectively, and to make Arrangements so as to dispense with the same or some of them, and in some Cases to substitute others in lieu thereof; be it therefore enacted, That, notwithstanding any thing in the said recited Act or in this Act contained, it shall be lawful for the several Corporations or Persons interested in any Works authorized by the said recited Act or this Act to agree with the said Company as to the Construction of the Work by the said recited Act required to be executed, in such Form and Construction and in such Position as shall be agreed upon respecting the same, or to agree for the Substitution of any other Work in lieu thereof, or to dispense with the making or constructing of such Work; and whenever any such Agreement has been already entered into and acted upon, the same shall be lawful and binding on all Parties interested, and all other Persons whatsoever.

Rates of Car-
riage to be
charged
equally.

LIV. And be it further enacted, That (save as by the said recited Act or this Act excepted) the Charges by the said recited Act and this Act, or either of them, authorized to be made for the Carriage of any Passengers, Goods, Animals, or other Matters or Things to be conveyed by the said Company, or for the Use of any Steam or other Power to be supplied by the said Company, shall be at all Times charged equally to all Persons, and after the same Rate *per* Mile, or *per* Ton *per* Mile, in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine, passing on the same Portion of the Line only, and under the same Circumstances, and no Reduction or Advance in any Charge for Conveyance by the said Company, or for the Use of any locomotive Power to be supplied by them, shall be made either directly or indirectly in favour of or against any particular Company or Person travelling upon or using the same Portion of the said Railway as aforesaid.

Authorizing
Ecclesiastical
Persons to
hold Shares.

LV. And be it further enacted, so as to operate retrospectively as well as prospectively, That any Clerk, Clergyman, or Ecclesiastical Person whatever is and has been and shall be legally competent to, and can or may purchase, hold, or enjoy, and dispose of, any Share or Shares already or hereafter to be created in the said Company, or the Capital Stock and Profits thereof, in like Manner and subject to the same Conditions as any other Body or Person is by the said recited Act authorized, and without being liable to any Penalty or Forfeiture or other Consequence by reason thereof; and the said Company may sue and be sued, and enjoy the same Privileges and Immunities, as they are or would be entitled to if no such Clerk, Clergyman, or Ecclesiastical Person was or had been a Shareholder in the said Undertaking, any Law, Statute, Usage, or Custom to the contrary thereof notwithstanding: Provided always, that no such Clerk, Clergyman, or Ecclesiastical Person shall be capable of acting as
a Director

a Director or otherwise in the Management of the Affairs of the said Company.

LVI. And whereas there are many Shareholders of the said Company who reside in *England*, and Sales of Shares are frequently made by Persons in *England* to Persons in *Scotland*, and *vice versâ*, and it would be attended with Inconvenience if all Transfers of Shares were required to be executed according to the Forms of the Law of *Scotland*; be it therefore enacted, That Transfers which have already been or which may hereafter be made of Shares of the said Company shall be valid and effectual, provided the same shall be executed either according to the usual Mode of executing such Instruments in *England*, or according to the Usage of the Law of *Scotland*, or partly according to the one and partly according to the other.

Regulating
Form of
Transfer of
Shares.

LVII. And be it further enacted, That where the Party entitled to any Mortgage, Assignment, or Conveyance which may be granted or executed by the said Company as Security for any Sum of Money borrowed under the Provisions of the said recited Act shall consent to postpone the Repayment thereof beyond the Period (if any) therein fixed for the Repayment of the same, the Money so borrowed, with the Interest thereon, shall be payable at such further Period, and under such Conditions, as shall be mentioned in any Assignment or other Deed or Agreement to which the said Company may be a Party, or if no such further Period shall be so fixed, then the said Money shall be payable at or at any Time after the Expiration of Twelve Calendar Months from the Period theretofore appointed for Payment of the same, upon such Notice and in like Manner as is provided by the said recited Act with respect to the Payment of Money borrowed where no Time is fixed for the Repayment thereof.

Relating to
Re-payment
of Loans.

LVIII. And be it enacted, That nothing herein contained shall be held or construed to alter or affect any special Provisions for the Protection of private Rights and Interests contained in the said recited Act.

For Protec-
tion of cer-
tain Rights.

LIX. And be it further enacted, That nothing herein contained shall be held or construed to alter or affect any Contract, Agreement, Submission, or Decree entered into or pronounced as to the Amount of Compensation and Damage regarding any Lands or Property, Bridges, Accesses, or other Matter or Thing, as between the said Railway Company and *James Anderson junior, David Gilkirson, and John Wood*, all of *Port Glasgow*, and *Alexander MacGill* of *Greenock*, or between the said Railway Company and *Miss Margaret Dougall* of *Port Glasgow*, or between the said Railway Company and the Trustees of *Doctor James Foster*.

Certain Con-
tracts as to
Amount of
Compensa-
tion and
Damage in
respect of
Lands, &c.
not to be
affected.

LX. Provided always, and be it enacted, That nothing herein contained shall be held or construed to alter or affect any Contract, Agreement, Submission, or Decree entered into or pronounced as to the Amount of Compensation, or to Bridges, Accesses, or other Matters regarding any Lands taken for the said Railway, and being

Agreements
between the
Company
and General
Duncan Dar-
roch not to
be affected.

[*Local.*]

27 N

the

the Property of Lieutenant General *Duncan Darroch* of *Gourock* and *Drums*.

For prevent-
ing Frauds on
the Carriers
on the Rail-
way.

LXI. And be it further enacted, That if any Person who shall have (personally or by some other Party) at any Time taken a Place or Seat, or paid the Fare, or been booked for the Purpose of being carried from one Place to another Place, in, upon, or by any of the Coaches or Carriages of the said Company, or of any other Company or Person using the said *Glasgow, Paisley, and Greenock* Railway, or any Branches therefrom, shall knowingly and willingly refuse or neglect to quit such Coach or Carriage on arriving at the Point to which he has paid his Fare, or been booked or taken his Place or Seat, or shall knowingly and wilfully ride or proceed, or attempt to ride or proceed, in the same or any other Coach or Carriage to a Place more distant than that to which he shall have so taken a Place or Seat, or paid the Fare, or been booked, without previously paying to the said Company, or other Company or Person as aforesaid, the additional Fare or Price of Carriage to such more distant Place, or if any Person shall at any Time knowingly and wilfully ride or be in any of the said Company's Coaches or Carriages, or in any Coaches or Carriages belonging to any other Company or Person using the said Railway or any Branch therefrom, without having previously paid to the said Company or other Company or Person as aforesaid his Fare, or the Charge for his Carriage, every such Person shall forfeit and pay any Sum not exceeding Forty Shillings, with Costs, to be recovered and applied in the same Way as any other Penalty or Forfeiture under the said recited Act, unless the Person so offending shall forthwith pay the Amount of the Fare legally due from him, or otherwise deposit a Security to the full Amount of the said Fare; and in default thereof it shall be lawful for all Officers, Servants, and other Persons, on behalf of the said *Glasgow, Paisley, and Greenock* Railway Company, or other Company or Person as aforesaid, and for all Constables, Gaolers, and Peace Officers, to apprehend and detain every such Person until he can be conveniently taken before some Justice of the Peace, or until he be otherwise discharged by due Course of Law.

Bye Laws to
be invalid
unless al-
lowed by the
Sheriff.

LXII. And be it further enacted, That no Bye Laws or Regulations already made by the said Company under the Authority of the said recited Act (except such as relate solely to the Proprietors or Committee of the said Company, or to any of their Officers or Servants,) shall continue for a longer Space of Time than Six Calendar Months next after the passing of this Act, unless the same shall previously to the Expiration of that Period have been submitted to and been approved by the Sheriffs Depute of the Counties of *Lanark* and *Renfrew*, or One of them, respectively; and that no Bye Law or Regulation (except as aforesaid) which shall be made by the said Company after the passing of this Act shall have any Operation or Effect until the same shall have been in like Manner approved of by One of the said Sheriffs Depute; but every such Bye Law or Regulation, when approved of as aforesaid, shall be binding and conclusive upon all Persons whomsoever.

LXIII. And whereas it is expedient that the Places at which the Copies of the Bye Laws and painted Boards, with the Rates of Tolls thereon, as referred to in the said recited Act, are directed to be affixed, should be more accurately defined; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required to affix Copies of such Bye Laws, Rules, and Regulations, and such painted Boards as aforesaid, at the following Places; *videlicet*, the principal Stations at *Greenock*, *Port Glasgow*, *Paisley*, and *Glasgow*; and it shall not be necessary for the said Company to affix the same at any other Place or Places, any thing in the said recited Act to the contrary thereof in anywise notwithstanding.

Defining Places where Bye Laws and Boards with Rates shall be affixed.

LXIV. And be it further enacted, That all Actions for the Recovery of Fines, Forfeitures, and Penalties imposed by the said recited Act or this Act for Offences committed on or in relation to the said Branch Railways, in so far as the same are situated within the Limits of the said Town of *Greenock*, shall be brought before the Police Court of *Greenock*; and all such Actions, in so far as the said Branch Railways are situated within the said Town of *Port Glasgow*, shall be brought before the Police Court of *Port Glasgow*; and all such Actions shall be conducted at the Instance of the Procurators Fiscal of the said Towns respectively, and the Proceedings in such Cases shall be conducted according to the Forms observed in such Courts: Provided also, that it shall be in the Power of the Judge before whom the Case may be tried to mitigate any of the said Fines, Forfeitures, and Penalties as to him in his Discretion shall appear to be meet, any thing in the said recited Act or this Act contained to the contrary notwithstanding.

How Actions for Recovery of Penalties in regard to the Branch Railways are to be tried.

LXV. And be it further enacted, That the said *Glasgow*, *Paisley*, and *Greenock* Railway Company shall and they are hereby required in each and every Year to cause an annual Account in abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied under or by virtue of this or the said recited Act for the Year ending on the Thirtieth Day of *November*, or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account duly audited and certified by the Secretary or Clerk for the Time being of the said Company, and shall transmit a Copy of the said Account, free of Charge, to the respective Sheriffs Clerk for the several Counties through or into which the said Railway and Branch Railway will pass, on or before the First Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours, on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit or neglect to prepare and transmit or cause to be prepared and transmitted such Account as aforesaid, they shall forfeit and pay for every such Omission or Neglect the Sum of Twenty Pounds.

Annual Account to be made up, and a Copy transmitted to the Clerk of the Peace.

LXVI. And whereas by the said recited Act it is provided, that the Line of Railway thereby authorized to be made, and the Line of the *Glasgow*, *Paisley*, *Kilmarnock*, and *Ayr* Railway, should, from a Point

For extending the Limits of the Line to be

held jointly
with the
Glasgow,
Paisley,
Kilmarnock,
and Ayr.

a Point on the South Side of *King Street* of *Tradeston* in *Glasgow* to a Point on the West Side of *Moss Street* in *Paisley*, be made under the Superintendence and Control of a joint Committee of Management of the Directors of the Company thereby incorporated, and of the said *Glasgow, Paisley, Kilmarnock, and Ayr Railway Company*, to be appointed as therein mentioned, and in like Manner as though the said Two Companies were incorporated into One, for the Purpose of making, maintaining, and using the said joint Portion of the said Railway and Works: And whereas the Line of Railway of the *Glasgow, Paisley, Kilmarnock, and Ayr Railway Company* extends from the said Point on the South Side of *King Street* of *Tradeston* in *Glasgow* to *Clyde Place* of *Tradeston* in *Glasgow*, and it is expedient, and for the Benefit of the Public, that the said Portion of Railway, or otherwise so much thereof as may be used for Passenger Traffic, should also be common to the said Two Companies; be it therefore enacted, That it shall be lawful for the said *Glasgow, Paisley, Kilmarnock, and Ayr Railway Company* to sell and transfer to the said *Glasgow, Paisley, and Greenock Railway Company*, and for the said *Glasgow, Paisley, and Greenock Railway Company* to purchase from the former Company *à pro indiviso* One Half Share or Right to such Portion of Railway lying between the South Side of *King Street* of *Tradeston* in *Glasgow*, and *Clyde Place* of *Tradeston* in *Glasgow* aforesaid, or to such Parts thereof, and of the Lands or Works connected therewith, as may be deemed expedient, and subject to such Provisions, Restrictions, and Conditions, and on such Terms, as shall be mutually agreed on between the said Two Companies; and all Contracts and Agreements now or hereafter to be entered into between the said Companies regarding any such Sale, or the Payment of the Price or Consideration for the same, or the Execution of the Works, or the Allotment of any Offices thereon, or regarding any other Matter or Thing connected therewith, shall be valid and effectual, and binding on the said Two Companies and their Successors, if signed by Three Directors of each Company, and sealed with their respective Corporate Seals; and the said additional Portion of the said Railway and Works, so far as sold and transferred, shall, subject to the Provisions, Restrictions, and Conditions of such Sale and Transfer, be made and worked, under the Superintendence and Control of the joint Committee of Management mentioned or referred to in and by the said recited Act, in like Manner and as fully in all respects as though the same had originally formed a Part of the said joint Line; and all the Powers and Provisions of the said recited Act and of this Act, so far as the same extend or are applicable to the said Portion of Railway and the Works therewith connected, which shall be transferred as aforesaid, shall, from and after such Transfer, be exercised by the said *Glasgow, Paisley, and Greenock Railway Company*, and the *Glasgow, Paisley, Kilmarnock, and Ayr Railway Company*, and their said joint Committee of Management; and the said Portion of Railway and Works, so far as transferred, shall vest in the said Two Companies, and shall be for ever after held and enjoyed by them and their Successors jointly, subject to the Provisions of the said recited Act, and of this Act.

LXVII. And

LXVII. And whereas the Lines of the said *Glasgow, Paisley, and Greenock* Railway, and of the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway, as now intended to be laid out and executed, do not diverge and separate on the West Side of *Moss Street* in *Paisley*, as formerly contemplated, but continue united for some Distance to the West thereof, and it is expedient that the said additional Portion of Railway should be common to the said Two Companies; be it therefore enacted, That the said Portion of Railway between the West Side of *Moss Street* in *Paisley*, and the Point where the said Two Lines of Railway shall diverge and separate, and be clear of each other, not exceeding Fifty Yards to the West of *Moss Street* aforesaid, shall be made and worked under the Superintendence and Control of the joint Committee of Management as mentioned in the said recited Act, in like Manner and as fully as though the same had originally formed a Part of the said joint Line; and all the Powers and Provisions of the said recited Act and of this Act, so far as the same extend or are applicable to the said Portion of Railway and the Works therewith connected, are hereby conferred on and shall be exercised by the said *Glasgow, Paisley, and Greenock* Railway Company, and the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, and their said joint Committee of Management; and the said Portion of Railway and Works shall be conveyed to and vest in the said Two Companies, and shall be for ever after held and enjoyed by them and their Successors jointly, subject to the Provisions of the said recited Act.

Extending joint Line at Paisley, West of Moss Street.

LXVIII. And be it further enacted, That it shall be lawful for the said Two Companies from Time to Time to make and execute and carry into effect any Agreement between them respecting the Use or Maintenance by them respectively of the said joint Line lying between *Clyde Place of Tradeston* in *Glasgow* and the said Point to the West of *Moss Street* in *Paisley*, and the Proportion or Manner in which they shall respectively be entitled to the Tolls or Receipts arising from the said Line, and to receive and recover such Tolls, or to remit the same respectively as between themselves, according to any such Agreement, without Prejudice to the Tolls or Rates which they respectively are or shall or would be authorized to receive from any other Parties in the Absence of such Agreement; and all Agreements already entered into between them to the above Effect or with reference thereto are hereby ratified and confirmed.

Agreements between the Two Companies.

LXIX. And be it further enacted, That all Questions, Suits, or Actions relating to that Part of the said Railway which may for the Time being be under the Management of the joint Committee appointed by the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, and the *Glasgow, Paisley, and Greenock* Railway Company, shall be determined, and the said Part of the said Line shall be constructed, managed, and regulated, by and according to the Powers and Provisions in the said recited Act relating to the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway, and an Act passed in the present Session of Parliament, intituled *An Act to amend and continue the Act relating to the Glasgow, Paisley, Kilmarnock, and Ayr Railway, and to make a new Branch therefrom.*

As to Management of joint Line.

3 & 4 Vict. c. 53.

[Local.]

27 O

LXX. And

The Lands purchased from the Trades House and from Wm. Grahame, may be held jointly by the Two Companies or divided between them.

LXX. And whereas by the said recited Act it is provided, that the said *Glasgow, Paisley, and Greenock* Railway Company should be bound to take and re-purchase certain Lands therein described, belonging to the Trades House and Incorporation of *Glasgow*, and to *William Grahame*, Merchant in *Glasgow*: And whereas the said last-mentioned Company and the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company have, under the Provisions of the said Act, jointly purchased the said Lands, and have also bought certain other Lands adjoining thereto, and have acquired from the said Trades House and Incorporation of *Glasgow* Right to the projected Streets through the same, with the Intention of forming the said Portions of Land into a Depôt: And whereas it has been agreed upon between the said respective Parties that the said Lands shall be held in Feu from the said Trades House and Incorporation of *Glasgow*; be it therefore enacted, That the said Lands shall and may be so held by the said Two Companies jointly, and may be inclosed by them, and be laid out for a Depôt in connexion with their said respective Railways, or may be divided between them, or otherwise disposed of as they shall see proper, over and above the Lands by the said Two Companies or either of them authorized to be purchased and held for additional Stations.

The Parish Road of Govan may be carried over the Railway on a Level instead of by a Bridge.

LXXI. And whereas the Line of Railway authorized to be made by the said recited Act crosses the Parish Road which is marked on the Plan therein referred to in the Parish of *Govan* near the Level thereof, and in order to carry the said Road over the Railway by a Bridge it is necessary to raise it to the Height of Twenty-two Feet or thereabouts, which would be attended with Inconvenience to the Public: And whereas the Traffic or Cartage on the said Road is inconsiderable, and the same will cross the said Railway close to a Passenger Station or Stopping Place on the same; be it therefore enacted, That, notwithstanding any thing in the said recited Act or in this Act contained to the contrary, the said Road may be carried over or across the said Railway on the Level thereof, instead of by a Bridge, as required by the said recited Act, provided the Sheriff of the County of *Lanark* shall, upon hearing the Parties, so determine, after a Notice of the Intention to apply to him for such Purpose affixed on the principal Church Doors of the Parish of *Govan* and Abbey Parish of *Paisley*, for Two successive *Sundays* prior to such Application, and inserted also Twice in some Newspaper circulating in the Counties of *Lanark* and *Renfrew*.

For preventing Doubts as to the Right of one Company buying out the other.

LXXII. And whereas by the said recited Act it is enacted, that in case the said Company thereby incorporated should not within Seven Years from the passing of the said Act complete the Line of Railway to *Greenock* as therein mentioned, or in case the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company shall not within the same Period complete the Line of Railway to *Ayr* or *Kilmarnock* as therein mentioned, then and in either of such Cases it shall be lawful for either of the said Companies who shall have completed their Line as aforesaid to purchase, upon the Terms therein mentioned, the Right and Interest of the other Company who shall not have completed their Line as aforesaid, of and in the Line

Line between *Glasgow* and *Paisley* by the said Act vested in the said Two Companies jointly: And whereas Doubts may arise as to the Construction of the said Act, so far as the same relates to the Purchase, by the said *Glasgow, Paisley, and Greenock* Railway Company, of the Right and Interest of the said other Company in the said joint Line; be it therefore enacted and declared, That in case the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company shall complete the Line either to *Ayr* or to *Kilmarnock* within the Period and in manner in and by the said Act mentioned or provided, then the said *Glasgow, Paisley, and Greenock* Railway Company shall not in any event be entitled to purchase the Right and Interest of the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company of and in the before-mentioned Line between *Glasgow* and *Paisley*, without the full Approbation and Consent in Writing of the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, any thing in the said recited Act or in the Act incorporating the said last-mentioned Company, or otherwise, to the contrary notwithstanding.

LXXIII. And be it further enacted, That all Costs, Charges, and Expences of obtaining and passing this Act, and of making the Surveys, Plans, and Estimates, and all other Costs, Charges, and Expences in any way incident thereto, shall be paid and defrayed by the said Company out of the Monies already raised and received, or out of the first Monies which shall come to their Hands by virtue of the first said recited Act or of this Act, in preference to any other Payment whatsoever. Expences of the Act.

LXXIV. And be it further enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this or the said Act authorized to be made from the Provisions of any general Act relating to Railways which may pass during the present or any future Session of Parliament. The Railway not to be exempted from any general Act.

LXXV. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others. Public Act.

The SCHEDULES to which the foregoing Act refers.

THE FIRST SCHEDULE.

Description of Property.	Owners or reputed Owners.	Occupiers.	Lessees or reputed Lessees.
BRANCH RAILWAYS.			
<i>New or Middle Parish of Greenock, County of Renfrew.</i>			
Tenement, consisting of Dwelling Houses, Shop, and Cellars and Court.	Mrs. Mary Cameron - -	Thomas Scott, Widow Agnes Denny, Matthew Paton, Daniel Campbell, Widow Margaret Adam, Duncan M'Kellar, and Widow Jane Vandall.	
Tontine Stables, Court-yard, Coach-houses, Hay-lofts, Piggery, and Dung-court.	James Leitch, Robert Ewing, Thomas Fairrie, Andrew Muir, James Stewart, and Thomas Turner, Trustees for the Greenock Tontine Society.	James M'Donald - -	James M'Donald.
Tenements, consisting of Shops, Dwelling Houses, and Cellars, and Courts and Areas.	Mrs. Margaret Wilson, Relict of the Reverend William Wilson, Margaret Ann Buchanan or Spreull, John Spreull, John Hinshaw, as Heir of the deceased Isabella Buchanan or Hinshaw, his Mother, and Robert Hinshaw, his Curator and Administrator-in-Law,	Andrew Tilery, Thomas Tilery, Archibald Campbell, Widow Ann Ralph, Margaret Duncan, George Johnston, William Dann, John Campbell, Daniel Jameson, John Lorimer, Hugh Thomson, James Wilson, Hugh Duncan, Mrs. Ann Smith, Duncan Blair.	
Area or Court - -	Mrs. Margaret Wilson and the other Owners above named, and Mrs. Margaret Richardson or Henderson and George Henderson.	Vacant.	
Tenements, consisting of Shops, Dwelling Houses, and Cellar and Area.	Mrs. Jane Gifford, Wife of Alexander M'Callum, and the said Alexander M'Callum.	Michael Cullen, Archibald Calligan, William Stevens, John Kennedy, Peter Gallocher, William M'Michael, Alexander Livingston, Archibald Campbell, Andrew Miller, James Todd, Widow Sarah Kerr, Malcolm M'Callum, John Rose, Alexander M'Fayden and Company, Archibald Darroch, John Bennie.	
Open Area - -	Mrs. Jane Gifford, Wife of Alexander M'Callum, and the said Alexander M'Callum, Mrs. Margaret Richardson or Henderson and George Henderson.	Vacant.	

Description of Property.	Owners or reputed Owners.	Occupiers.	Lessees or reputed Lessees.
Tenements, consisting of Shops, Dwelling Houses, and Cellars, and Close and Court.	Mrs. Margaret Richardson or Henderson and George Henderson.	Angus M'Lellan, Widow Mary Ann Walker, Thomas Robertson, Widow Janet Clark, Widow Susannah Campbell, John Blair, Duncan Clark, Angus M'Fadyen, Henry Bradley, Alexander Ritchie, Alexander Logan, Alexander Nesbitt, Stephen Nettles, Thomas Lewis, Neil Campbell, Donald M'Donald, Edward Dorrans, Edward Russell, and Samuel Thorn.	
Passage or Entry -	Mrs. Margaret Richardson or Henderson, George Henderson, and Mrs. Cecilia Fairlie.	Vacant.	
Dwelling House, Cellar, and Dung Pit, and Area or Court.	Mrs. Cecilia Fairlie - -	Dugald Campbell, David Ramsay, Archibald M'Millan, Charles M'Eachern, Alexander Roger Ayton M'Cormick, and Mrs. Helen Batty or M'Cormick.	Alexander Roger Ayton M'Cormick and Mrs. Helen Batty or M'Cormick.
Court or Yard -	Mrs. Cecilia Fairlie or the Trustees of the Greenock Tontine Society before named.	Dugald Campbell.	
Tenement, consisting of Shops, Dwelling Houses, and Cellar, and Area, Coal Store, and Dung Pit.	William Hamilton, M'Farlane Virginia, and William Liddell his Factor, Elizabeth M'Farlane, and Alexander Black.	George Skinner, Dugald Campbell, Thomas Campbell, Widow Crosbie Weir, Donald Campbell, Andrew Morrison, Elizabeth M'Farlane, Alexander Black, and Murdoch Allan.	Dugald Campbell.
Tenement, consisting of Shops and Dwelling Houses, Taverns, Cooking Shops, and Cellars and Area.	Duncan Fletcher - -	Widow Janet Hay and William Hay, Charles Ross, John Nimmo, Widow Janet Robb, John Weir, David Robb, John Lennox, Peter Law, Widow Elizabeth Ritchie, Mary Duff, Allan M'Naught, John Connolly, James Murdoch, James Tyre or Macintyre, James Ward, William Killing, Widow Jean Dale, Widow Mary M'Kinnon.	
Tenements, consisting of Dwelling Houses, Taverns, Shops, and Cellars, Areas, Stores, and Court.	Hugh Cameron, surviving and accepting Trustee under the Settlement of Robert Bog and Mrs. Elizabeth Bog or Cameron, Spouse of said Hugh Cameron.	William Gardner, Widow Mary M'Arthur, Morris Eggar, Widow Sarah Anderson, William M'Lucky, James M'Innes, Malcolm Downie, James Scott, Alexander M'Kinnon, James Young, Thomas Fisher,	Alexander Shaw.
		James Rowan, John Crawford, Dugald Lamont, Alexander Shaw, Patrick Cameron, William Ross, Widow Rachel Campbell, William Henderson, Duncan M'Geachy, James Chambers, Daniel Henderson, Douglas Simpson, Widow Catherine Carmichael, John Gunn, Joseph Malcolm, Widow Isabella Darroch, John Murray, Duncan Gilchrist, William Dalziel, Widow Mary M'Kellar, Widow Jane Bailey, James Mathie, William Paterson, Hugh M'Callum, William Sutherland, Daniel Leitch, Widow Rachel M'Donald, Widow Catherine M'Nab, Charles Baillie, Hugh Taylor, and John Arrol.	

Description of Property.	Owners or reputed Owners.	Occupiers.	Lessees or reputed Lessees.
Tenement, consisting of Shops and Dwelling House, Warehouses and Lofts.	Duncan M'Gown and Andrew Miller Fraser, Trustee on the sequestrated Estates of the said Duncan M'Gown, and the deceased John M'Gown, Alexander M'Grigor junior, surviving Partner of M'Grigor, Murray, and M'Grigor, Walter Baine junior, Charles Cuninghame Scott and William Stewart, surviving and assumed Trustees under the Settlement of the deceased Miss Janet Walkinshaw, Mortgagees in Possession, and Mrs. Ann Johnston, Ann Johnston, Allison Johnston, James Johnston, and John Johnston, as Representatives of the deceased William Johnston, also Mortgagees in Possession.	John Paul, Donald M'Coll, John M'Kelvie, junior.	
Common Entry or Passage and Stair.	Mrs. Jean Thomson, Life-rentrix, Mrs. Flora M'Naughton or Miller, John Miller, Catherine Miller, Jessy H. Miller, William Miller, Flora T. Miller, Children of the deceased Mrs. Catherine M'Naughton or Miller, Wife of Alexander Miller, or the said William Miller, and the said Alexander Miller, their Father and Administrator in Law, Elizabeth M'Naughton, Fiars, Duncan M'Gown, and Andrew Miller Fraser, Trustee on the sequestrated Estates of the said Duncan M'Gown and the deceased John M'Gown,		
Tenement, consisting of Shops and Dwelling Houses, and Area and Cellars.	Mrs. Jean Thomson, Life-rentrix, Mrs. Flora M'Naughton or Miller, John Miller, Catherine Miller, Jessy H. Miller, William Miller, Flora T. Miller, Children of the deceased Mrs. Catherine M'Naughton or Miller, Wife of Alexander Miller, or the said William Miller, and the said Alexander Miller, their Father and Administrator in Law, and Elizabeth M'Naughton, Fiars.	John M'Kelvie junior, Isaac Mann, Widow Joanna M'Fadyen, Archibald Ferguson, and Mrs. Jean Thomson.	

Description of Property.	Owners or reputed Owners.	Occupiers.	Lessees or reputed Lessees.
Tenements, consisting of Dwelling Houses, with Courts, Poultry-house, Stable and Hay-loft, Washing Greens, Garden Ground, Area, Passage and Pertinents.	John Chisholm, Life-renter, Catharine Chisholm and Janet Laird Chisholm, Fiars.	John Chisholm, Nathan Hunter, and Widow Catharine Duncan.	
Church or Meeting House, Session House and Ground.	Henry Birkmyre, Matthew Scott, James Knox, and Duncan Allan, as surviving Trustees and Fiduciaries for behalf of the Associated Congregation of Burghers in Port Glasgow.	Henry Birkmyre, Matthew Scott, James Knox, and Duncan Allan, William Birkmyre, Robert Birkmyre, John White, James Paul, Robert Govan, Archibald White, William Osterburg, David Inglis jun., Andrew Inglis, James Johnston, John Crooks, William Sinclair, John Knox, Henry Crawford, Alexander M'Arthur, James M'Kellar, and William Watson, for themselves, and as Trustees and Managers for and as representing the other Members of the Congregation of the said Church or Meeting House.	
Tenements, consisting of Town-hall, School-rooms, Mason Lodge, with Play Ground, Cellar, and Pertinents.	Provost, Baillies, Treasurer, and Councillors of Port Glasgow, John Grant, Wemyss Orrok, Archibald Murdoch Burrell, Walter Broadfoot, John Nichol, Duncan Crawford, and Andrew Sym Williamson, Trustees for behoof of the Society of Masons of the Port Glasgow Cumberland Kilwinning Lodge.	Alexander Buchanan, John Nicol, Provost, Baillies, Treasurer, and Councillors of Port Glasgow, John Grant, Wemyss Orrok, Archibald Murdoch Burrell, Walter Broadfoot, John Nichol, Duncan Crawford, and Andrew Sym Williamson, Trustees for behoof of the Society of Masons of the Port Glasgow Cumberland Kilwinning Lodge.	
King Street - - -	Provost, Baillies, Treasurer, and Councillors of Port Glasgow.		
March Lane - - - Tenement, consisting of Dwelling House and Cellar.	Ditto. Archibald Simpson - - -	Neil M'Kean, (House empty).	
Tenement, consisting of Shop and Dwelling Houses and Area.	Alexander Watson - - -	John M'Kean, John M'Kie, John Munn, Widow Margaret Kay, Duncan M'Nab, and Donald M'Donald.	
Tenement, consisting of Dwelling House, with Ground or Entrance and Area.	Peter Love - - -	John Allison, Widow Margaret M'Pherson, Angus Smith, Widow Agnes Rattray, William Campbell, Thomas Robertson, (House empty,) Duncan M'Nab, William Anderson, William M'Fearn, Widow Janet M'Geachy, and Widow Catherine Hall.	

Description of Property.	Owners or reputed Owners.	Occupiers.	Lessees or reputed Lessees.
Common Passage and Stair. Dwelling House, Byre, Cellar, and Court, and Pertinents.	James Anderson, Alexander M'Gill, and Mrs. Scott. Alexander M'Gill - -	James Anderson and the Public. Margaret Bell.	
Garden Ground - Dwelling House and Cellars, Area and Passage, Ground, Courts, and Garden Ground and Pertinents.	Ditto - - - David Johnstone, William Macfie, Claude Marshall, Robert Macfie, Thomas Fairrie, Adam Fairrie, Archibald Baine, John Ker, John Fairrie, and William Brown, Trust Disponees of the deceased David Johnstone.	Alexander M'Gill. Miss Sawers.	
Yard and Shed and Smith's Shop. Tenement, consisting of Dwelling Houses with Cellars and Court.	Robert Hunter - - - George Renwick and John Scott.	Archibald Hall, John Hall, and John Hunter. Alexander M'Pherson, John Grieve, Catharine M'Arthur, John M'Lean, Neil M'Cormick, Arthur Malone, Jean Slater, David Shannon, Margaret M'Conochie, John Thomson, Bernard Toner, and Isabel Darroch.	
Tenements, consisting of Dwelling Houses, Schoolhouse and Cellars, and Court and Ground, and vacant Ground and Pertinents.	Alexander Watson - - -	Widow Helen M'Donald, Donald M'Queen, (House empty,) Alexander M'Kinlay and William Murray.	
Dwelling House and Yard and Shed or Cellar.	William Clark - - -	William Clark.	
Tenement, consisting of Dwelling houses, with Courts or Areas, Cellars, Stable and Lofts.	John Boyd, Ann Boyd or Graham, William Graham, and Margaret Boyd.	Alexander M'Neur, William Wardrop, Widow Margaret Buchanan, Daniel Crawford, Widow Jean Sneddon, Margaret Boyd, Widow Margaret Pearson, William Morris, and John Love.	
Tenement, consisting of Dwelling Houses and Cellars, and Courts, Mason's Shed and Yard.	Mrs. Christian M'Kechnie, Life-rentrix, Ann Parker or Lyon and John Lyon, Fiars.	Charles Craig, Alexander Lyle, Alexander M'Kie, William M'Millan, Widow Christian Parker, James Taylor, James Watson, John Hunter, Hugh Nugent, William Beattie, Alexander M'Cuaig, Duncan Currie, John M'Cuaig, Richard Wales, Samuel Cameron, John Stark, William Russell, John Stevenson, John Lyon, (Shed and Yard vacant,) Thomas Scott, John M'Gie, Edward Gavin, Archibald Blue, John Allison, John M'Kinlay, and William Young.	
Princes Street -	Provost, Bailies, Treasurer, and Councillors of Port Glasgow.		

Description of Property,	Owners or reputed Owners.	Occupiers.	Lessees or reputed Lessees.
Tenement, consisting of Dwelling Houses and Counting-house, Sawpit, Nail Store, and Wood Yard.	Margaret M'Nicoll, Donald M'Nicoll, Mary Ann M'Nicoll, Nicol M'Nicoll, Heirs of the deceased Nicol M'Nicoll.	Mary Todd, Donald M'Nicoll, John Holmes, Thomas Leggett, Duncan Jamieson, Alexander Gillies, Archibald M'Donald and Dugald Leitch.	
Tenement, consisting of Dwelling Houses and vacant Ground in front, Passage, and Court, and Pertinents.	Margaret M'Nicoll, and the other Heirs of Nicol M'Nicoll above named.	Elizabeth Thomson, William Allison, Thomas Murray, William Auld.	
Boat-building Yard, and Smithy and Shed.	Susan M'Bride or Yates and Robert Yates, for themselves, and Elizabeth Mills or Arkley, James Arkley, Susan Mills or Dunn and John Dunn, David Mills, Benjamin Mills, Mary Mills or Laird and Robert Laird, and Susan Mills, Heirs of Lilly M'Bride or Mills.	Sharp and Company, and Robert and William Barclay.	
Ballast Yard, or vacant Ground and Green.	Susan M'Bride or Yates and Robert Yates, for themselves, and Elizabeth Mills or Arkley and James Arkley, and the other Heirs of Lilly M'Bride or Mills above named.	Benjamin Mills, John Dunn, Robert Battison, Charles Gallocher, John Andrew, William Watt, John Brodie, Widow Jean M'Intyre, John Currie, James Arkley, Robert Laird, James Murray, and Robert Ferguson.	
Boat-building Sheds and Shore Ground.	Sir Michael Robert Shaw Stewart, Baronet, and his Tutors and Curators above named.	Donald M'Nicoll.	
Town's Workshops, Counting House, and Mason's Yard, and Shed.	Provost, Baillies, Treasurer, and Councillors of Greenock, as Trustees of the Harbours of Greenock.	Provost, Baillies, Treasurer, and Councillors of Greenock, as Trustees of the Harbours of Greenock.	
Shore Ground -	Sir Michael Robert Shaw Stewart, Baronet, and his Tutors and Curators above named.		
Bonded Warehouses. Tenement, consisting of Dwelling Houses, Tavern, Cellars, Court or Area, vacant Ground and Pertinents, Joiner's Workshop and Yard, Brick Store and Counting House, and Stone, Lime, and Slate Yard, and Shed.	James Hunter - James Tasker, John Thomson, James Hunter Robertson, James Rogerson, and David Tasker.	James Hunter. Thomas Harkness, John Crawford, James Houston, Andrew Houston, William Marshall, David Carmichael, Malcolm Paterson and Son, and Donald M'Nicoll.	
Sugar-house, Buildings, Sheds, Ground and Pertinents.	Ditto.		
<i>Parish of Port Glasgow, County of Renfrew.</i>			
Tenements, consisting of Dwelling Houses, and Offices and Courts, Cellars, Ground and Passages.	Alexander M'Gill and Mrs. Scott.	Widow Lang, Andrew Parker, James Davidson, Jean Rankin, William Campbell, Andrew Crawford, and Andrew Gray.	

Description of Property.	Owners or reputed Owners.	Occupiers.	Lessees or reputed Lessees.
Tenements, consisting of Dwelling Houses, Counting-rooms and Stores, and Areas and Cellars.	Mrs. Margaret Cuninghame or Speirs, Life-rentrix, Janet Speirs, Jane Speirs, Wife of James Playfair, and James Playfair, Margaret Speirs, Eliza Speirs, Willimina Speirs, Alicia Speirs, Dr. John Robert Speirs, Grace Speirs, Susan Speirs, Mary Ann Speirs, Rebecca Speirs, Heirs of the Deceased, and Dr. John Speirs, Fiars.	Hugh Hamilton, Ann Smith and Company, Speirs and Wrede, James Bowie and Company, Widow Jean Oswald, William Ross, James Weir, Murdoch Allan, George Taylor, and Donald M'Lachlan.	
Tenements, consisting of Shops and Dwelling Houses and Coal-yards, Cellars, Area, and Pertinents.	Mrs. Helen Brownlie, Wife of James Percival Cowan, James Percival Cowan, Elizabeth Brownlie, and Isabella Brownlie.	Sarah M'Lean, Mary Simpson, William Drummond, Widow Agnes M'Fie, Colin M'Kissock, Alexander M'Aasland, Widow Mary Campbell, Ziprian Robold, Neil M'Callum, Widow Agnes Shovetho, Archibald Houston, James Kelly, Robert Findlay, and Hugh Miller.	
Tenements, consisting of Shops and Dwelling Houses and Court, Cellars, Counting Rooms, and Stores and Lofts.	Thomas Grey - - -	Charles Grey, Archibald Houston, Thomas Gemmill, Helen M'Farlane, Catherine Brown, and Robert Stevenson.	

East Parish of Greenock, County of Renfrew.

Vacant Ground - -	Sir Michael Robert Shaw Stewart, Baronet, Dame Eliza Mary Shaw Stewart, Captain Houston Stewart, John Shaw Stewart, and Patrick Maxwell Stewart, his Tutors and Curators.		
Avenue or public Walk, and Ground and Trees.	Sir Michael Robert Shaw Stewart, Baronet, and his Tutors and Curators aforesaid.		
Shaw's Water Aqueduct and Reservoir.	Shaw's Water Joint Stock Company, James Tasker, John Thomson, James Hunter Robertson, James Rogerson, and David Tasker.		
Proposed Line of Mansion House Street.	Sir Michael Robert Shaw Stewart, Baronet, and his Tutors and Curators aforesaid.	Glasgow, Paisley, and Greenock Railway Company, and partly vacant.	
Deling Burn - -	Sir Michael Robert Shaw Stewart, Baronet, and his Tutors and Curators aforesaid, and Shaw's Water Joint Stock Company.	The Shaw's Water Joint Stock Company.	
Garden Ground - -	Mrs. Elizabeth Stewart or Fullarton, John Fullarton, Mrs. Helena Stewart or Turner, James Turner, Miss Jane Stewart, and Miss Mary Stewart.	James Walker.	

Description of Property.	Owners or reputed Owners.	Occupiers.	Lessees or reputed Lessees.
Area or Passage -	Peter Love and Alexander Love.	Vacant.	
Tenement, consisting of Dwelling Houses and Cellars.	Alexander Love - - -	John M'Millan, Widow Mary Quig, John Fethon, Daniel M'Neil, Widow Janet Green-son, James Pirrie, and Widow Rice.	
Tenement, consisting of Shops, Dwelling Houses, and Cellars.	Mrs. Catherine Wallace, Life-rentrix, and Francis Wallace, Fiar.	David Ellis, John Kean, John M'Gillivray, John Crooks, Widow Margaret Crawford, James M'Garraty, Widow Jane Wilson.	
Wood Lane - -	Provost, Baillies, Treasurer, and Councillors of Port Glasgow.		
Tenement, consist- ing of Dwelling Houses.	Mrs. Janet Scott or White, Thomas White, and Matthew Scott.	John Wilson, John Gardner, Widow Mary M'Bride, Wi- dow Jean Moodie, Hugh Thomson, Frederick Graff, Ann Killoch, Alexander Sharp, and Widow Susan Crichton.	Crown Foundry Company and Daniel Ritchie, only surviving Partner and Manager there- of.
Tenement, consist- ing of Dwelling Houses.	Mrs. M'Limont, Mrs. Laird, Mrs. Jameson, Mrs. Nichol, Mrs. Easton, and James Knox.	John Lang, Widow Margaret Lang, and Widow Jane Graham.	
Crown Foundry, Buildings, and Ground.	Mrs. Margaret Wilson, Relict of the Reverend William Wil- son, Margaret Ann Buchanan or Spreull, John Spreull, John Hinshaw, as Heir of the de- ceased Isabella Buchanan or Hinshaw, his Mother, and Robert Hinshaw, his Admi- nistrator and Curator-in- Law.	Crown Foundry Company, and Daniel Ritchie, only sur- viving Partner and Manager thereof.	
Joiners Shops and Sheds, Sawpit, Wood Yard, and Pertinents.	William Hamilton, Peter Campbell, and James Dykes, as Trustees of the deceased James Dykes and Peter Campbell.	Campbell and Dykes.	
Tenement, consist- ing of Dwelling Houses.	Mrs. Janet Killoch, Relict of William Laird.	Benjamin Gardner, Widow Jane Gardner, and Neil M'Lellan.	
Tenement, consisting of Dwelling Houses and Area.	John Scott - - -	James M'Lachlan, Alexander Kenny, Alexander Cochran, Marshall Gardner, Lachlan Campbell, William Johnston, Robert Cochran, Elizabeth Jackson, John M'Cuaig, Neil Smith, Widow Elizabeth Johnston, Widow Margaret Thomas, Daniel M'Arthur, Peter Daly, Edward Savage, Widow Elizabeth M'Bride, Michael Daly, and John Kelly.	
Passages or Entries	Provost, Baillies, Treasurer, and Councillors of Port Glasgow.		

Description of Property.	Owners or reputed Owners.	Occupiers.	Lessees or reputed Lessees.
Tenement, consisting of Dwelling Houses.	Mrs. Janet Hunter, Relict of William Reynolds, Mrs. Janet Love, Relict of James Pollock, Life-rentrix, and James Pollock, her Son, Fiar, and Mrs. Jean Pollock, Relict of James Erskine.	Daniel Currie, John Smith, Widow Ann Morgan, Widow Isabella Tait, Widow Janet Holm, Janet Smith, and Luke Reily.	
Tenement, consisting of Dwelling Houses with Area.	William Adam, John Adam, and Alexander, for themselves and as Trustees of the deceased John Adam, and Agnes Pollock, Mrs. Ann Paterson or Rennie, and James Rennie.	John Dearie, James Rennie, and Widow Isabel M'Donald.	
Tenement, consisting of Dwelling Houses.	Ann Stewart or Davie, Robert Davie, Margaret Stewart or Crawford, and James Crawford.	George Armstrong and John Walker.	
Tenement, consisting of Dwelling Houses and Cellars.	Ann Stewart or Davie, Robert Davie, Margaret Stewart or Crawford, and James Crawford.	Thomas Robertson, Robert Davie, James Crawford, Robert Nichol, William Currie, and Mennie Sayers.	
Ash and Dung-pit - Tenement, consisting of Dwelling Houses and Cellars; and Sugar Sample Room.	John M'Creath - - - William Hamilton, Peter Campbell, and James Dykes, Trustees of the deceased James Dykes and Peter Campbell.	Vacant. Peter Campbell, David Roger, and John Walker.	
Tenements, consisting of Dwelling Houses and Cellars, with vacant Ground and Pertinents.	Mrs. Sarah Crawford, Life-rentrix, Sarah Crawford or Fowler, David Fowler, Agnes Crawford, and Jean Dods, Fiars, and Archibald Glen.	John M'Pherson, James Ritchie, Widow Sarah Crawford, Alexander Bruce, Robert Nichol, and Duncan M'Donald.	
Tenement, consisting of Dwelling Houses and Cellars, with Areas and vacant Ground.	David Crawford - - -	Widow Mary Wilson, William Henry, and Widow Agnes M'Donald.	
Tenement, consisting of Shops, Dwelling Houses, and Cellars.	John M'Creath - - -	Peter Semple, John White, (Shop empty,) John Phillips, Gilbert Crawford, James Fowler, Claus Rugan, Michael Mulligan, George Dunlop, and William Innes.	
Tenement, consisting of Dwelling Houses and Smith's Shop, with Passage and vacant Ground.	Margaret Smith or Wilson, James Wilson, John Smith, Jean Smith or Cormick, and James Cormick.	James Cormick, John Smith, Widow Elizabeth Risk, Widow Sarah Padon, James Wilson, William Wright, and Matthew Coogan.	
Common Passage or Entry.	Provost, Baillies, Treasurer, and Councillors of Port Glasgow, Ditto.		
Custom-house Lane			
Tenements, consisting of Shops, Painters Workshop and Warehouse and Ware-room, Tavern, Dwelling Houses and Cellars, with Areas.	John Peddie.	James Brown, Widow Agnes M'Phail, John Oliphant, James Fraser, Dugald M'Gregor, Robert Cochran, William Brown, James Fyfe, and Widow Margaret Fairlie.	

Description of Property.	Owners or reputed Owners.	Occupiers.	Lessees or reputed Lessees.
Tenements, consisting of Dwelling Houses and Shops, Bakehouse, Cellars, Loft, Cabinet-maker's Shop, Yard, Warehouse, Sheds, and Court.	John Flemming, Henry Fleming, and Agnes Flemming.	Allan Muir, John Williamson, Peter Fleming and Sons, Widow Margaret Roy, Henry Fleming, John Fleming, Duncan White, and Widow Jean Johnston.	
Tenement, consisting of Dwelling Houses with Area and Per-tinents.	James Scott.	Widow Isabel M'Kay, James Killoch, Duncan Jameson, and Robert Tarbet.	
Tenement, consisting of Dwelling Houses and Cellars, with Areas.	John Scott.	John White, Arthur Rose, Samuel M'Murrich, Alexander M'Ewen, Elizabeth Paul, Alexander Motion, Widow Margaret Boyd, and James Holm.	
Dock Head Street -	Provost, Baillies, Treasurer, and Councillors of Port Glasgow.		
Fore Street - -	Ditto.		
Tobacco or Sugar Warehouses.	Mrs. Margaret Johnston, John Ker, and Adam Johnston, Trustees of the deceased Adam Johnston.	Matthew Brown.	
Tenement, consist-ing of Dwelling Houses and Cellars.	George Walker, Jane Walker, Elizabeth Walker, Margaret Walker, and Robert Walker.	Alexander Armour, Joseph Blundell, Gavin Miller, George Walker, Jane Walker, William Fyfe, and Archibald Angus.	
East Quay Head -	Lord Provost, Magistrates, and Council of the City of Glas-gow, Two Baillies or Ma-gistrates of Port Glasgow and Newark, and the other Parliamentary Trustees on the Harbours and Quays, &c. of Port Glasgow.		
Quays, Breasts, Docks, and Sheds.	Ditto.		

THE SECOND SCHEDULE.

OWNERS OR REPUTED OWNERS.

Sir Michael Robert Shaw Stewart, Baronet.

Lady Shaw Stewart,

Captain Houston Stewart,

John Shaw Stewart, Esquire,

Patrick Maxwell Stewart, Esquire,

John Campbell.

Alexander Brown senior.

Alexander Brown junior.

[Local.]

} His Tutors
and
Curators.

Patrick Stirling.

James Barnhill.

Robert Dennistoun.

Nathan Hunter.

Lady Shaw Stewart.

Peter Montgomery.

Robert Angus.

Miss Margaret Dougall.

27 R—S

The Provost, Baillies, Treasurer, and Councillors of Greenock, or the Trustees for paving, cleansing, lighting, and watching the Streets of Greenock.

Mrs. Elizabeth Ninian.

Messrs. Robert Macfie and Sons.

Mrs. Elizabeth Stewart or Fullarton.

John Fullarton, Esquire.

Mrs. Helena Stewart or Turner.

James Turner.

Archibald Falconer, Esquire.

Mrs. Falconer.

The Provost, Baillies, Treasurer, and Councillors of Port Glasgow.

David Johnston,

William M'Fie,

Claud Marshall, Esquire,

Robert Macfie,

Thomas Fairrie,

Adam Fairrie,

Archibald Baine,

John Ker,

John Fairrie,

William Brown,

John Birkmyre.

Mrs. Mary Lang.

Mr. Arthur Lang.

Mr. John Lang.

Archibald Murdoch Burrell.

Alexander M'Gill.

James Anderson junior.

Miss Jane Stewart.

Miss Mary Stewart.

John Jamieson.

William Crawford.

James Boucher.

John Scott,

Ninian Hill, M. D.

Rev. Thomas Brown,

William Kerr,

Andrew Ingles,

Duncan Blair,

Malcomb Fullarton.

Messrs. James Watt and Company.

Messrs. James Watt junior and Company.

The Trustees under the Statute Labour Act for making and repairing the Roads within the Parish of Greenock.

Anthony Silveira,

Archibald Baine,

Colin Campbell,

Henry Birkmyre,

David Johnstone,

Walter M'Kechnie.

Robert Hunter.

Mrs. Mary Stewart or Sime.

John Sime.

John Stewart.

Mrs. Ann Stewart or Davie.

Robert Davie.

Mrs. Margaret Stewart or Crawford.

James Crawford.

Mrs. Isabella Stewart or Stirling.

Trustees of the late David Johnston, Esquire.

Trustees of the late Reverend Thomas Brown.

Trustees of the deceased William Warden.

Carrying on Business under the Firm of the Gourock Ropework Company.

Robert Angus.

Robert Angus,

Archibald Falconer,

William Crawford,

Alexander Neilson.

Trustees of the deceased James Foster.

The Trustees of the Turnpike Road leading from Glasgow to Greenock.

Robert Cuninghame Bontine, Esquire.

Lieutenant General Duncan Darroch.

The Trustees under the Statute Labour Act for making and repairing the Roads in the Parish of Erskine.

The Renfrewshire Road Trustees.

Walter Allison.

William Allison.

Matthew Rodger.

Andrew Lighterness.

Mrs. Margaret Neilson or King.

William Maxwell.

The Right Honourable Lord Douglas.

The Trustees of the Turnpike Road leading from Barnsford Toll-bar to Houston.

William Maxwell Alexander, Esquire.

Archibald Campbell, Esquire.

William Napier, Esquire.

The Trustees under the Statute Labour Act for making and repairing Roads in the Abbey Parish of Paisley.

James Logan.

Robert Pattison.

The Provost, Baillies, Treasurer, and Councillors of Paisley.

Matthew Muir.

James Pollock

Charles James Fox Orr.

William Martini.

William Hardie.

John Hart.

John Fleming,

Mrs. Marion Chal-

mers or Hodge,

Trustees of the deceased James Hodge.

The Commissioners of Police, Paisley.

Moses Steven.

Dr. James Russell.

Henry Ritchie, Esquire.

James M'Ghee, Esquire.

Statute Labour Trustees of Govan.

Heritors of Govan.

Robert Urquhart, Esquire.

George Rowan, Esquire.

Andrew Buchanan, Esquire.

Alexander Speirs, Esquire.

Mrs. Marianne M'Kerrell or Kibble.

John Watt junior.

Widow Bankhead.

John Anderson.

John Nicol.

Samuel Aitken.

Statute Labour Trustees of Abbey Parish of Paisley.

Ann Hall or Barbour or M'Dougall.

Alexander Gibb.

LESSEES OR REPUTED LESSEES.

John Neilson.
Widow Alexander.
William Allison.
James Pollock.
William Alexander.
John Lang.
James Paton.
Peter Lyon.
William Lyon.
John Grieve jun.
William Reid.
James Reid and John
Reid, joint Tenants.

Matthew Brown.
John Cullen.
Matthew Rodger.
Peter Douglas.
James Murchland.
John King.
John Snodgrass senior
and John Snodgrass
junior, joint Tenants.
John Hamilton.
John Miller.
Andrew Robertson.
John Barr.

William White.
John White.
Angus M'Phee.
James Adam.
William Perry.
John Keter.
William Keter.
Adam Stewart.
John Stewart.
Thomas Struthers.
Daniel Robertson.
William Craig.

Allan Jackson.
William Renfrew.
William Pinkerton.
— M'Bride.
John Ferguson.
Alexander Aitkenhead.
James Hall.
John Barr.
Robert Alexander.
William Gilmour.
Widow Pollock.
Samuel Barr.

OCCUPIERS.

Messrs. Robert Simp-
son and Son.
Messrs. Alexander Brown
and Son.
Mrs. Black.
Robert Rennie.
William Somerville.
Daniel Sutherland.
Lewis Grant.
James Masterton.
Thomas Potter.
Widow M'Lean.
Joseph M'Fie.
Messrs. Robert M'Fie
and Sons.
John Scott Russell.
James Walker.
William Currie.
Duncan Blair.
John Arthur.
William Moodie.
Messrs. James Watt and
Company.
John Neilson.
Thomas Kincaid.
Andrew Scott.
John Marshall.
Margaret Inglis.
John Webster.
Miss M'Callum.
Mrs. Ann Humber.
William M'Arthur.
Neil M'Lean.

Mrs. Helen Mitchell.
William M'Leary.
M. Lamb.
Miss Steelman.
James Inglis.
Daniel Boyd.
John Cairns.
William Lyn.
Alexander M'Kimma
senior.
James Spence.
Mrs. Thorn.
Mrs. Dixon.
John M'Fadzean.
John Allan.
John Shand.
James Speirs.
John Orr.
Widow Mary Alex-
ander.
Widow Alexander.
Angus Campbell.
William Allison.
James Pollock.
Widow Pollock.
John Niven.
John Sinclair.
William Alexander.
William M'Kenzie.
James Paton junior.
Archibald Paton.
John Lang.
James Neil.

William Neil.
Matthew Park.
James Menzies.
James Paton.
Mrs. Falconer.
William Wright.
John Marshall.
Finlay M'Intosh.
Alexander Bowman.
William Bowman.
John Paterson.
Margaret Spence.
William Wright.
James Croal.
M. Binnie.
Thomas Pollock.
John Muir.
Miss Chisholm.
James Robertson.
John M'Farlane.
Alexander M'Kimma
junior.
Marion Fergus.
Andrew Mair.
John Black.
John Walker.
Hugh Gordon.
Robert Brown.
Hugh Sweeney.
Andrew Hodge.
William White.
Widow Slavan.
Samuel M'Ilwee.

John Brock.
Samuel Girvan.
Archibald Brock.
James Knox.
David Taylor.
Alexander Arthur.
William Martin.
Daniel Smith.
Widow Jardine.
Widow Mary Bowie
Hugh Scott.
Daniel Clark.
Miss Sawers.
Charles Williamson.
Matthew Brown.
Peter Montgomery.
Robert Fyfe.
John Williamson.
John Yates.
George Sinclair.
Matthew Rodger.
Peter Douglas.
James Murchland.
John King.
Widow Dewar.
John Nichol.
Thomas Gordon.
John Shaw.
Margaret Watt.
Mrs. Mack.
James M'Kerrell.
John Wright.
Alexander Bowes.

Charles Martins.
 David Hogg.
 James Leslie.
 Robert Beith.
 William Watson.
 Widow Gallacher.
 Widow M'Fee or
 M'Feat.
 James Baird.
 Walter King.

John King.
 Widow Tarbet.
 John Cameron.
 Thomas White.
 James Morton.
 Donald M'Donald.
 Robert Stewart.
 Walter Allison.
 William Allison.
 Robert Lusk.

Andrew Lighterness.
 Mrs. Margaret Neilson.
 John Barr.
 William Maxwell.
 William White.
 John White.
 Angus M'Phee.
 James Adam.
 William Perry.
 William Craig.

Allan Jackson.
 Allan Brown.
 William Renfrew.
 Widow Renfrew.
 William Pinkerton.
 Widow Pinkerton.
 ——— M'Bride.
 John Ferguson.
 Alexander Gollan.
 Archibald M'Kenzie.

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