

[36 & 37 VICT.] *The Caledonian Railway* [Ch. clxxxviii.]
(*Gordon Street, Glasgow, Station*) Act, 1873.



CHAPTER clxxxviii.

An Act for enabling the Caledonian Railway Company to make a Station at Gordon Street, Glasgow, and connecting lines between the same and their railways on the south side of that city ; and for other purposes. [21st July 1873.]

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WHEREAS it would be of advantage to the public if the Caledonian Railway Company (herein-after called “ the Company ”) were authorised to form a passenger station adjacent to Gordon Street, in the city of Glasgow, and lines of railway for connecting their several railways which now terminate on the south side of the river Clyde at that city with the said station, and also a bridge across the said river, and certain streets and other relative works :

And whereas it is expedient that the Company should be empowered to make the said station, connecting lines, bridge, streets, and other works, and to raise money for the purposes thereof :

And whereas plans and sections showing the position of the station, and the lines and levels of the railways, bridge, and streets authorised by this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the principal sheriff clerk for the county of Lanark, and are herein-after respectively referred to as the deposited plans, sections, and books of reference :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen’s most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

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A.D. 1873. 1. This Act may be cited as "The Caledonian Railway (Gordon Street, Glasgow, Station) Act, 1873."

Short title.

Provisions of Acts herein named incorporated.

2. "The Lands Clauses Consolidation (Scotland) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (Scotland) Act, 1845," Part I. (relating to construction of a railway) of "The Railways Clauses Act, 1863," the clauses and provisions of "The Companies Clauses Consolidation (Scotland) Act, 1845," with respect to the following matters, (that is to say,) the distribution of the capital of the Company into shares, the transfer or transmission of shares, the payment of subscriptions and the means of enforcing the payment of calls, the forfeiture of shares for nonpayment of calls, the remedies of creditors of the Company against the shareholders, the borrowing of money by the Company on mortgage or bond, the conversion of the borrowed money into capital, the consolidation of the shares into stock, the general meetings of the Company and the exercise of the right of voting by the shareholders, the making of dividends, the giving of notices, and the provision to be made for affording access to the special Act by all parties interested, and Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock) of "The Companies Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act; and all the provisions of "The Companies Clauses Consolidation (Scotland) Act, 1845," which relate to stock into which shares in the capital of the Company have been converted or consolidated, shall apply to the stock which the Company are by this Act authorised to issue, and to the holders thereof.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; and in the Acts wholly or partially incorporated with this Act, as applied to this Act, the expression "the Company" means the Caledonian Railway Company, the expression "the special Act" means this Act, and the expressions "the railway" and "the undertaking" mean and include respectively the railways, station, bridge, and streets, and the undertaking, by this Act authorised.

Power to make railways and other works

4. Subject to the provisions of this Act, the Company may make, in the situation and lines and according to the levels shown on the deposited plans and sections, the station, railways, bridge,

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and streets herein-after described, and all proper sidings, approaches, works, and conveniences in connexion therewith respectively, and may maintain the same, subject to the provision herein-after contained with respect to the maintenance of the said streets, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes, and for providing accommodation for the parties displaced by the exercise of the powers of this Act. The works herein-before referred to and authorised by this Act are :—

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 according to
 deposited
 plans.

A station in the city of Glasgow, upon the lands lying between Gordon Street on the north, Union Street on the east, Argyle Street on the south, and Hope Street on the west ;

A railway, in this Act called railway No. 1, one mile two furlongs four chains and nineteen yards or thereabouts in length, commencing by a junction with the Company's Polloc and Govan Railway at a point about twenty yards westward from the bridge by which the Langside Road is carried over that railway, and terminating at or near the junction of Alston Street with Gordon Street aforesaid ;

A railway, in this Act called railway No. 2, five furlongs two chains and seventeen yards or thereabouts in length, commencing by a junction with railway No. 1 at a point about twenty yards northward from the north side of Canal Street at its junction with Eglinton Street, and terminating by a junction with the Company's line of railway leading from near Shields Bridge to the Glasgow and Kilmarnock joint line of railway at a point about two hundred and forty yards westward from the centre of the bridge by which the turnpike road from Glasgow to Pollokshaws is carried over the said joint line near Coplawhill ;

A railway, in this Act called railway No. 3, eight chains and eleven yards or thereabouts in length, commencing by a junction with railway No. 1 at a point about thirty yards westward from the south side of Nelson Street at its junction with Eglinton Street, and terminating by a junction with the Glasgow and Paisley joint line of railway at a point about thirty yards northward from the north side of Cook Street ;

A bridge across the river Clyde and the quays on the north and south sides thereof, beneath the viaduct carrying railway No. 1 over that river, commencing at a point on the south side of Broomielaw Street about thirty yards southward from the

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north corner of that street at its junction with Jamaica Street, and terminating at a point on the north side of Clyde Place about twenty-five yards northward from the south corner of Clyde Place at its junction with Bridge Street ;

A street or road, in this Act called street or road No. 1, fifty feet in width, commencing by a junction with Cook Street at a point about forty yards westward from the west side of Eglinton Street at the junction of Cook Street with Eglinton Street, and terminating by a junction with Eglinton Street at a point about ten yards northward from the north side of Crawford Street at its junction with Eglinton Street ;

A street or road, in this Act called street or road No. 2, sixty feet in width, commencing by a junction with Prince's Street, Pollokshields, at its eastern termination, about eighty-five yards southward from the centre of the bridge by which the Lilybank Road is carried over the Company's line of railway leading from near Shields Bridge to the Glasgow and Kilmar-nock joint line of railway, and terminating at or near the junction of Victoria Road and Eglinton Street with the turn-pike road leading from Glasgow to Pollokshaws ; and

A street or road, in this Act called street or road No. 3, twenty-five feet in width, commencing by a junction with street or road No. 2 at a point about one hundred and fifty yards westward from the point herein-before described as the point of termination thereof, and terminating by a junction with the Lilybank Road at a point about eighty-five yards westward from its junction with Eglinton Street.

Power to
raise money
by the issue
of ordinary
or preference
shares or
stock.

5. The Company may, subject to the provisions of Part II. of "The Companies Clauses Act, 1863," raise any additional sum or sums, not exceeding in the whole nine hundred thousand pounds, by the issue, at their option, of new ordinary shares or stock, or new preference shares or stock, or wholly or partially by any one or more of those modes respectively : Provided that if in any year ending on the thirty-first day of January there are not profits available for the payment of the full amount of preferential dividend or interest for that year on any such new preference shares or stock, no part of the deficiency shall be made good out of the profits of any subsequent year, or out of any other funds of the Company.

Shares not
to issue un-
til one fifth
paid up.

6. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

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7. Each holder of new shares or stock in the capital by this Act authorised to be raised shall be entitled to the same number of votes in respect thereof which the possession of an equal nominal amount of the existing capital stock of the Company would have conferred upon him.

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Votes in
 respect of
 new shares
 or stock.

8. If by any other Act or Acts passed in the present session of Parliament, whether before or after the passing of this Act, the Company be authorised to raise any capital by the issue of new shares or stock (whether ordinary or preference), the Company may, if they think fit, subject to the provisions of such other Act or Acts and of this Act, raise by the issue of shares or stock of one and the same class, and entitled to the same privileges, all or any part or parts of the aggregate capital which they are by such other Act or Acts and this Act authorised to raise by the issue of shares or stock.

Capital
 under several
 Acts of this
 session may
 be raised by
 shares or
 stock of one
 class.

9. The Company may from time to time borrow on mortgage, in addition to the amount which they are or may be authorised to borrow by any other Act of Parliament, any sums not exceeding in the whole three hundred thousand pounds, in manner following; that is to say, a sum of one hundred thousand pounds in respect of each entire sum of three hundred thousand pounds of the additional capital authorised to be raised by the issue of new shares or stock as herein-before provided; but no part of such sum of one hundred thousand pounds shall be borrowed until the whole capital of three hundred thousand pounds in respect of which such sum is hereby authorised to be borrowed is issued and accepted, and one half thereof is paid up, and the Company have proved to the sheriff who is to certify under the forty-second section of "The Companies Clauses Consolidation (Scotland) Act, 1845," before he so certifies, that the whole of such capital of three hundred thousand pounds has been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share (forming part of such capital of three hundred thousand pounds) so issued has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital of three hundred thousand pounds was issued bonâ fide, and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assignees, and that such persons or corporations, or their executors, administrators, successors, or assignees, are legally liable for the same; and upon production to such sheriff of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Power to
 borrow on
 mortgage.

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Arrears may be enforced by appointment of a judicial factor.

10. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a judicial factor. In order to authorise the appointment of a judicial factor in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a judicial factor is made shall not be less than ten thousand pounds in the whole.

Existing securities to have priority.

11. All mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall, during the continuance of such mortgages and bonds, have priority over any mortgages granted by virtue of this Act; but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Power to create debenture stock.

12. The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863," as amended by "The Railway Companies (Scotland) Act, 1867."

Application of moneys.

13. All moneys raised under this Act, whether by shares or stock, or debenture stock or borrowing, shall be applied for the purposes of this Act only.

Company may apply to purposes of this Act funds not required for other purposes.
 Lands for extraordinary purposes.

14. The Company may apply towards the purposes authorised by this Act any capital or funds belonging to or authorised to be raised by them, and which may not be required for the purposes for which the same were authorised to be raised or directed to be applied.

15. The quantity of land to be acquired by agreement by the Company for the extraordinary purposes mentioned in "The Railways Clauses Consolidation (Scotland) Act, 1845," shall not exceed an acre and a half, in addition to the lands which they are authorised by this Act to take compulsorily, and by any other Acts to take compulsorily or acquire by agreement.

Powers for compulsory purchases limited.

16. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Powers of lateral and vertical deviation.

17. The Company, notwithstanding the provisions of "The Railways Clauses Consolidation (Scotland) Act, 1845," may deviate from the lines of the railways, bridge, and streets or roads by this Act authorised, as delineated on the deposited plans, to any extent within the limits of deviation shown on those plans, and may

deviate from the levels thereof, as delineated on the deposited sections, to any extent not exceeding five feet, but nothing in this section contained shall authorise the Company to vary the rates of inclination respectively prescribed by sections 42 and 43 of "The Railways Clauses Consolidation (Scotland) Act, 1845."

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18. The viaduct by which railway No. 1 will be carried over the river Clyde shall be constructed with openings having a clear span not less than those of the corresponding arches of Glasgow Bridge; and the piers of the said viaduct, and of the bridge beneath the same, by this Act authorised, shall be in line with those of Glasgow Bridge.

Dimensions of openings in viaduct across the river Clyde.

19. The design and structure of the said viaduct and bridge shall, subject to the approval of the Board of Trade, be such as shall be agreed upon by the engineer of the Company, the engineer of the trustees of the Clyde Navigation, and the architect of the city of Glasgow (herein-after called "the city architect"), or, in case of difference between them, as shall be determined by an engineer to be named by them, or, if they do not agree in such nomination, to be appointed by the sheriff of the county of Lanark, on the application of the Company, or of the said trustees, or of the Board of Police of Glasgow.

Design and structure of viaduct and bridge.

20. Railway No. 1 shall be carried over each of the following streets, namely, Cook Street, Wallace Street, Nelson Street, King Street, Ann Street, and Argyle Street, by a bridge of one span from the building line on the one side to the building line on the other side, and over Clyde Place by a bridge of one span of not less than seventy feet, and over Broomielaw Street by a bridge of one span of not less than ninety feet, each of such bridges having a clear headway throughout of not less than eighteen feet, measuring from the centre line of the carriageway, except in the case of Cook Street and Wallace Street, where the clear headway throughout shall be not less than sixteen feet, measuring as aforesaid; and railway No. 3 shall be carried over Wallace Street by a bridge of one span from the building line on the one side to the building line on the other side, having a clear headway throughout of not less than fifteen feet, measuring as aforesaid, and a width between the parapets not exceeding thirty feet. None of the other bridges above mentioned shall be of greater width between the parapets than fifty feet, except the bridge over Ann Street and the bridge over Argyle Street, which may respectively be of any width between the parapets not exceeding seventy-five feet; and such bridges over Ann Street and Argyle Street shall, subject to the

Dimensions of bridges across streets.

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Design and structure of such bridges.

21. The design and structure of the said bridges over the streets above named, and also the elevation designs of the works and buildings which may be erected by the Company in Eglinton Street, and which may not be separated from it by buildings now existing, shall be such as shall be agreed upon by the engineer of the Company and the city architect, or, in case of difference between them, as shall be determined by an engineer or architect to be named by them, or, if they do not agree in such nomination, to be appointed by the sheriff of the county of Lanark, on the application of the Company, or of the Board of Police of Glasgow.

Height and span of bridges across rail-ways.

22. The Company may make the arches of the bridges for carrying railway No. 2, and street or road No. 2, respectively, over the railways next herein-after specified, of any heights and spans not less than the heights and spans herein-after mentioned in connexion with the last-mentioned railways respectively; (that is to say,)

No. on deposited Plans.	Parish.	Description.	Height.	Span.
			Feet.	Feet.
RAILWAY No. 2.				
49	Govan - -	Railway - - -	14	28
STREET OR ROAD No. 2.				
1	Govan - -	Railway - - -	14	28

Power to stop up cer-
tain streets,
&c.

23. Notwithstanding the provisions of "The Railways Clauses Consolidation (Scotland) Act, 1845," the Company may permanently stop up, and appropriate to the purposes of the station by this Act authorised, the site of Alston Street, between Argyle Street and Gordon Street, without substituting any street therefor, and may also permanently stop up and appropriate the site of the following streets and portions of street and road, without substituting therefor any streets or roads other than the said streets or roads No. 1, No. 2, and No. 3; that is to say, the street leading southward from Lilybank Road called Milan Street, the street leading westward from Eglinton Street called William Street, the portions lying between street or road No. 1 and Eglinton Street of the streets called Canal Street and Victoria Street, and the

portion of the Lilybank Road where the same will be crossed by railway No. 2, and for a distance of ten yards or thereabouts on each side of such crossing, and may also permanently stop up and appropriate the site of the railway sidings included in the properties numbered respectively on the deposited plans 48, 140, and 179 in the parish of Govan, without substituting others therefor. The Company may also stop up and appropriate the site of so much of the canal and road numbered on the deposited plans 121, 122, and 126, in the parish of Govan, as will be to the eastward of the western side of street or road No. 1.

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24. When and so soon as the said streets or roads No. 1, No. 2, and No. 3 shall respectively have been completed by the Company to the satisfaction of the architect of the city of Glasgow, or, in case of difference between him and the engineer of the Company, to the satisfaction of a competent person to be appointed by the sheriff of the county of Lanark on the application of the Company or of the Board of Police of the said city, the same shall become public streets of the city of Glasgow, and shall, for the purposes of "The Glasgow Police Act, 1866," be vested in and shall be maintained, repaired, and managed by the board of police of Glasgow.

Streets authorised by this Act, when completed, to be public streets of Glasgow, and maintained by Board of Police.

25. In executing railways No. 1 and No. 2 and the station in the city of Glasgow by this Act authorised, the Company shall construct the works after mentioned to the satisfaction of the city architect:

Provisions as to certain streets.

- (1.) Crawford Street, in place of being stopped up as shown on the deposited sections, shall be carried over railways No. 1 and No. 2 by means of a bridge, with approaches thereto not steeper than 1 in 20:
- (2.) Instead of the portion of Victoria Street to be shut up, Victoria Street shall be altered and raised so as to join street or road No. 1, and such alteration shall have a gradient not steeper than 1 in 20:
- (3.) Canal Street shall be altered and raised so as to join street or road No. 1, and such alteration shall have a gradient not steeper than 1 in 25:
- (4.) The Company shall construct a flight of steps leading to Eglinton Street from the eastern side of street or road No. 1 opposite Victoria Street:
- (5.) Gordon Street, so far as fronting the station constructed under the authority of this Act, shall be made twenty feet wider than at present:

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(6.) Hope Street, so far as between Bothwell Street and Waterloo Street, shall be widened on the western side to the extent of twenty feet; and the corners of Hope Street and Waterloo Street, and of Hope Street and Bothwell Street, on that side, shall be rounded off so as to give convenient curves at the junctions of such streets.

As to construction of bridges over streets in Glasgow.

26. In carrying the railways over any public carriage road or street under the control of the Board of Police of Glasgow (hereinafter called the Board of Police) the Company shall observe and abide by the following conditions :

(1.) All bridges shall be made and maintained water-tight, and so as to prevent, as far as possible, noise from the passing of trains over them :

(2.) The Company shall not commence the erection of any bridge over any such road or street until they shall have given to the city architect twenty-one days notice in writing of their intention to commence the same, by leaving such notice at his office, with plans, elevations, sections, and other necessary particulars of the said bridges, and until he shall have signified his approval of the same, unless he fail to signify such approval or disapproval within twenty-one days after service of the said notice, and delivery of the said plans, elevations, sections, and other particulars as aforesaid.

Company to provide space for cab stand in Gordon Street Station.

27. The Company shall at all times provide within the station to be constructed under the authority of this Act sufficient space for such number of cabs and other vehicles as from time to time may be reasonably required for the accommodation of passenger traffic using the station.

Providing for appeal to arbitration.

28. If the city architect and the Company shall differ upon or with reference to any plans, elevations, sections, or other particulars which under the provisions of this Act are to be delivered by the Company to him, or as to the mode of carrying out the same, or as to any other matter or thing arising out of the said plans, elevations, sections, or particulars, or any of the clauses or provisions of this Act, every such difference shall, on the application of the Company or of the Board of Police, be referred to the determination of an arbitrator to be named by the sheriff of the county of Lanark, and such arbitrator shall have power to determine by whom and in what manner the costs of and incident to the reference shall be paid.

For protection of Glasgow Bridge.

29. If at any time during the construction or after the completion or opening of the said railway, viaduct, and bridge, or either of them, any injury arises therefrom or from the works in

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connexion therewith to the fabric of Glasgow Bridge, so as to make the said Glasgow Bridge unsafe or unsuitable for traffic, the Company shall, immediately on such injury arising, repair the said bridge (if practicable), and restore it to such a condition as shall render it safe and suitable for traffic; but if the construction of such railway, viaduct, bridge, or relative works shall affect the fabric of Glasgow Bridge so as to render its repair and restoration impracticable, the Company shall, at their own expense, construct and open for traffic a new bridge, similar in architectural character and dimensions to the existing bridge and on the site thereof, or of such architectural character and dimensions as may be approved of by the corporation, the Trustees of the Glasgow Bridges acting under the Act 29 and 30 Victoria (local), chapter 327, the Trustees of the Clyde Navigation, and the Company, and, in case of difference among the said parties, as shall be determined by an engineer to be named by them, or, if they do not agree in such nomination, to be appointed by the sheriff of the county of Lanark on the application of any of the said parties; and if the Company require parliamentary powers to enable them to construct such bridge, they shall, in the first session of Parliament after the construction of such bridge shall have become necessary, apply for such powers; or if the corporation, the Trustees of the Glasgow Bridges, the Trustees of the Clyde Navigation, and the Company so agree, the Company may, in lieu of their obligation to construct and open such bridge, pay to the corporation or to the Trustees of the Glasgow Bridges such a sum as may be agreed upon as aforesaid as the estimated cost of constructing the same, and the corporation or the Trustees of the Glasgow Bridges shall apply such sum for such purpose.

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30. If the Company fail to construct the said new bridge, or to apply for powers to enable them to do so, or to pay to the corporation a sum in lieu thereof as respectively provided for in the immediately preceding section, the corporation may apply to Parliament for powers to authorise them to construct the said new bridge, and on obtaining such powers may construct the same accordingly; and the costs, charges, and expenses of the corporation of and incidental to the obtaining of such powers and the construction of the said bridge, with interest thereon, as the same shall respectively be disbursed, shall be a debt due by the Company to the corporation, and shall be recoverable accordingly.

If Company fail to construct new bridge, corporation may do so.

31. If any question or difference shall arise as to such costs, charges, and expenses, the corporation shall transmit the accounts thereof to the Board of Trade; and the said Board shall, after such

Providing for ascertaining costs of bridge,

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&c. to be
paid by
Company.

inquiry as they think fit, and after hearing the corporation and the Company, fix and determine the amount thereof to be paid by the Company, and a certificate under the hand of an officer of the said Board shall be conclusive evidence of the amount thereof.

Plans of new
bridge to be
submitted to
Clyde
trustees.

32. In the event of a new bridge being constructed as aforesaid over the river Clyde in lieu of the existing bridge, plans and specifications of the whole works and operations on the river or the property of the Trustees of the Clyde Navigation, including all temporary works in connexion therewith, shall from time to time be submitted to the said trustees, at least two weeks before commencing the operations; and so far as the said works and operations affect the harbour or the navigation of the river Clyde they shall be carried on at the sight and to the reasonable satisfaction of the engineer for the time being of the said trustees, and in such a manner as to preserve open the navigation to and from the Upper Harbour. Any difference which may occur between the Company, the corporation, the said trustees, and the Trustees of the Glasgow Bridges, or any of them, or their respective engineers, under the provisions of this section, shall be submitted to and determined by a neutral engineer agreed on by the parties, or named by the sheriff of Lanarkshire on the application of any of the parties.

Provision as
to service or
temporary,
bridge.

33. The Company shall, by the construction of a service or temporary bridge or otherwise, take all necessary steps to prevent danger or interruption to the traffic using Glasgow Bridge during the repair of the existing bridge or the construction of the new bridge in lieu thereof hereby provided for, and in default shall be liable for all damage or loss arising therefrom.

Protecting
Glasgow
water and
gas pipes.

34. Whereas the mains and pipes of the commissioners acting under "The Glasgow Corporation Waterworks Act, 1855," (in this Act called "the water commissioners,") and the mains and pipes of the Lord Provost, magistrates, and council of the city of Glasgow acting under "The Glasgow Corporation Gas Act, 1869," (in this Act called "the corporation,") are laid along various roads and streets which will be crossed or interfered with by the railways and other works by this Act authorised, and it may be necessary for the purposes of this Act to interfere with the said mains and pipes: And whereas the inhabitants of the city of Glasgow are supplied with water by the water commissioners by means of certain of the said mains and pipes, and with gas by the corporation by means of other of the said mains and pipes: And whereas it is expedient that provision be made for preventing any interruption of the supply of water by the water commissioners, and of the supply of gas by the

corporation, to the inhabitants of the said city : Therefore the following provisions in that behalf shall be binding on the Company, and have full effect ; (that is to say,)

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- (a) At least twenty-one days before the Company commence any works the execution of which would in any way interfere with or affect any of the said mains or pipes, they shall give to the water commissioners or to the corporation, as the case may be, notice thereof in writing, accompanied by plans and sections, working drawings and specifications, showing the manner in which the proposed railway works are to be executed at the said points of crossing respectively, which shall include all beams, girders, troughs, culverts, and masonry which may be necessary for conveying, supporting, and protecting the existing mains or pipes of the water commissioners or of the corporation, and any additional pipes which may be laid by the water commissioners or by the corporation under the powers of their existing Acts, together with all scour pipes and air valves which may be rendered necessary by the operations of the Company, and also the means, where any are required, of supporting, diverting, or protecting the pipes during the operations of the Company, which plans and sections shall be approved of by the engineers of the commissioners and of the corporation respectively previously to the works of the Company affecting such mains or pipes being commenced ; or in the event of any difference of opinion between the said engineers and the engineer of the Company, such difference shall be settled by an arbitrator to be appointed by the sheriff of the county of Lanark, and such arbitrator shall have power to determine by whom and in what manner the costs of and incident to the arbitration shall be paid :
- (b) Before any mains or pipes are in any way interfered with to the effect of interrupting the supply of water or gas through the then existing mains or pipes, there shall be laid down mains or pipes of dimensions not less than the mains or pipes which are to be so interfered with, and having junctions at each end thereof with the then existing mains or pipes, so as to provide for the uninterrupted supply of water or gas for all purposes during the execution of the works, as fully and freely as if the then existing mains and pipes were not interfered with :
- (c) When the mains and pipes so interfered with are replaced, and the roadways over the same are made good, any temporary mains or pipes which may have been inserted shall be discon-

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nected from the then existing mains or pipes ; and when the full and free flow of water or gas for all purposes through the mains or pipes so replaced shall be restored, such temporary mains and pipes may be removed :

(d) The works approved of by the engineers of the water commissioners and of the corporation or such arbitrator, so far as they interfere with or affect any of the works or water supply of the water commissioners, or of the works or gas supply of the corporation, shall be executed by the water commissioners or the corporation, as the case may be, or by such persons as they respectively shall think fit, and under the sole direction of their engineers respectively ; and during the progress of those works the said engineers may, if they think fit, execute any incidental works which they deem requisite for the protection of the water commissioners or of the corporation, in accordance with this section :

(e) If the water commissioners or the corporation for ten days next after the day named in the notice served by the Company for the commencement of the works interfering with or affecting the said mains or pipes or any of them, or for ten days after such later day as the Company, by notice in writing to the water commissioners or to the corporation, may have named for commencing the works, fail to commence or at any time thereafter fail to proceed with reasonable despatch in the execution of the works, the Company at their own expense may remove, alter, or otherwise interfere with the said mains or pipes, or any of them, in such manner and to such extent as they deem necessary, and may execute all such other works as they deem requisite for preventing any interruption to the supply of water by the water commissioners, or to the supply of gas by the corporation :

(f) The Company shall pay to the water commissioners and to the corporation respectively the amount of all reasonable costs, charges, and expenses incurred by the commissioners or by the corporation in or about or in any way relating to the works so executed by them, including a reasonable sum as remuneration to their respective engineers for their services in that behalf.

Water com-
 missioners or
 corporation
 not liable for
 damage
 arising from
 alterations of
 mains, &c.

35. The water commissioners or the corporation shall not be liable for any damage or injury done to the works of the Company, or to any of the roads or streets crossed by the railway, or otherwise howsoever, by reason of any of the works executed under this Act, or consequent on the execution thereof ; and the Company shall

indemnify the water commissioners and the corporation, and save them harmless from and against the consequences of all such damages or injury, unless such damage or injury shall have been occasioned by the default or neglect of the water commissioners or of the corporation, or of their respective agents, officers, workmen, or servants.

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36. If at any time any accident shall occur to the mains and pipes belonging to the water commissioners or to the corporation at or near any of the said points of crossing, in respect of which it may be necessary to interfere with any of the works of the Company, it shall be lawful for the water commissioners or the corporation immediately to repair the said mains or pipes, in such manner as to occasion as little delay and inconvenience as may be to the traffic of the railways of the Company: Provided always, that the water commissioners or the corporation shall, either before or as soon as practicable after the commencement of such repair, give notice thereof to the Company: Provided also, that it shall be lawful for the Company, on the occurrence of any such accident, to repair any damage that may be thereby caused to the railway, so far as the same can be repaired without interrupting the repair of the said mains or pipes.

Water commissioners or corporation may repair accidents to pipes. ?

37. The water commissioners or the corporation shall not be liable for any loss or damage which may happen to the railway or works connected therewith, or to the rolling stock used or to the passengers or goods conveyed upon the railway, by reason of any accident which may at any time happen to the said mains or pipes at or near any of the said points of crossing, nor for any loss or damage to the Company arising from the stoppage or loss of traffic on the railway during the repair of the said mains or pipes which may be necessary in consequence of such accident, but the Company shall indemnify and save them harmless from and against the consequences of such damage, stoppage, or loss.

Water commissioners or corporation not to be liable for damage arising from such accidents.

38. Nothing in this Act shall prevent the water commissioners or the corporation from laying, from time to time as they think proper, additional pipes for the purposes of the said water or gas supply at or near the said points of crossing, and within the area of the said streets and roads where the same are crossed by the railway; and the water commissioners or the corporation shall not be liable for any damage to the railway or works connected therewith, or for any stoppage of the railway, or loss of traffic thereon, that may be caused by the laying of such additional pipes at or near the said points of crossing, but the Company shall indemnify them and

Commissioners or corporation may lay additional water or gas pipes.

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save them harmless from and against the consequences of such damage, stoppage, or loss; and the water commissioners or the corporation shall give to the Company twenty-one days notice in writing, accompanied by plans, sections, and specifications showing the manner in which such additional pipes are to be laid, before commencing the laying of such additional pipes, and shall complete the same with all reasonable despatch: Provided always, that the Company shall be entitled to execute such works as they may think necessary to secure the railway from injury, and prevent interruption to the traffic thereon, during the laying of such additional pipes, but so that such works shall not interrupt the laying of those pipes: Provided also, that the works necessary for laying such additional pipes by the water commissioners or the corporation, at the said points of crossing respectively, and the works necessary to secure the railway and the traffic thereon from damage or interruption as aforesaid, shall be made and completed according to a plan to be approved of, previously to the commencement of any such works, by the engineers for the time being of the water commissioners or the corporation and of the Company respectively, or in case of difference between them, then according to a plan to be so approved of by an arbitrator to be appointed by the sheriff of the county of Lanark on the application of either party.

Further provision as to interference with pipes.

39. Should it be necessary for the Company to interfere with or alter any road or street in which any main or pipe of the water commissioners or of the corporation is or may be laid, the Company shall be bound to leave not less than three feet of covering from the surface of the road over every main or pipe so altered or interfered with.

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

40. The special provisions herein contained for the protection of the water commissioners and the corporation shall not be deemed to supersede or dispense with the provisions of "The Railways Clauses Consolidation (Scotland) Act, 1845," sections 18 to 23, both inclusive, but those provisions respectively, except in so far as they may be inconsistent with any of the special provisions herein contained, shall be and remain in full force and effect.

Regulating interference with lands and works of Glasgow and South-western Railway Company, &c.

41. Whereas the railways and works by this Act authorised will pass through, cross, and interfere with the canal, buildings, depôts, station ground, railways, sidings, and other works and lands of the Glasgow and South-western Railway Company (herein-after called "the South-western Company"), and of the South-western Company and the Company jointly (herein-after called "the joint companies"): Therefore, the said railways and other works

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by this Act authorised, so far as passing through, crossing, or in any manner interfering with any lands, railways, or works belonging to the South-western Company or to the joint companies, shall be constructed so as to cause as little injury and inconvenience as may be to the said companies respectively, and to their traffic, and shall be executed to the reasonable satisfaction of the engineer for the time being of the South-western Company or of the joint companies, as the case may be, and according to plans and specifications describing the works, and the mode in which the construction thereof is to be carried on, which shall be submitted to such respective engineers before the commencement of the works; and the Company shall not in any case take compulsorily any lands or works belonging to the South-western Company, or to the joint companies, beyond what may be necessary for forming thereon street or road No. 1, and a double line of railway for railways Nos. 1, 2, and 3, respectively, in the lines shown on the deposited plans, subject to the provisions of this Act, and a platform on each side of that part of railway No. 1 which is situate between the junction of railway No. 3 with railway No. 1 and the northern side of King Street, such platform on the western side of railway No. 1 not exceeding fifteen feet in width; and the Company, in constructing the said railways and road through the lands of the South-western Company and of the joint companies, shall not, without the consent in writing of the South-western Company, deviate more than ten feet from the respective centre lines of the railways and road shown on the deposited plans.

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42. The Company shall construct and at all times maintain railway No. 1, so far as situate between King Street and Clyde Place, on arching, and so that at the booking office of the Bridge Street Station there shall be a clear span of not less than fifty-two feet, with an opening on each side of not less than twenty feet each, clear span, and with a clear headway throughout each of the three spans of not less than eighteen feet above the level of the footway of Bridge Street, and according to plans and specifications to be approved by the engineer of the joint companies; and the Company shall not acquire any portion of the lands or property of the South-western Company or of the joint companies between King Street and Clyde Place, but only the right, servitude, or privilege of making, maintaining, and using railway No. 1, as by this Act provided.

Construction
 of certain
 arches.

43. The Company shall, before they interfere with the access to the Eglinton Street goods station, or to the Glasgow, Paisley, and
 [Local.-188.] B

Road No. 1
 to be opened
 before access

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A.D. 1873.

to goods
station or
canal inter-
fered with.

Johnstone Canal, for the purpose of constructing the railways by this Act authorised, complete and open for traffic street or road No. 1; and during the construction of railway No. 1 the Company shall at all times preserve free and uninterrupted the communications between Bridge Street and the passenger station there, and appurtenances connected therewith.

Nine months
notice to
South-west-
ern Com-
pany before
entering on
property.

Differences
to be settled
by arbitra-
tion.

44. Before the Company enter upon any property either belonging to or occupied by the South-western Company, they shall give the South-western Company at least nine months notice of their intention to enter upon and take the same.

45. If any difference shall arise between the Company and the South-western Company, or between the Company and the joint companies, or between their respective engineers, with respect to any of the matters referred to in any of the four next preceding sections of this Act, such difference shall, on the application of either of the said companies, be determined by the sheriff of the county of Lanark, whose decision shall be final and conclusive, and who shall have power to determine by whom and in what manner the costs of and incident to the reference shall be paid.

Regulating
interference
with lands
and works of
City of Glas-
gow Union
Railway
Company, &c.

46. Whereas railway No. 1, and street or road No. 1, will cross and interfere with the railway of the City of Glasgow Union Railway Company (herein-after called "the Union Company"): Therefore, the said railway and road, so far as passing through, across, or under, or in any manner interfering with the railway or works now belonging to the Union Company, shall be constructed so as to cause as little injury and inconvenience as may be to the said Company and to their traffic, and shall be executed to the reasonable satisfaction of the engineer for the time being of the Union Company, and according to plans and specifications describing the works, and the mode in which the construction thereof is to be carried on, which shall be submitted to such engineer before the commencement of the works; and the Company shall not in any case take compulsorily any lands or works now belonging to the Union Company, but only the right, servitude, or privilege of making, maintaining, and using a double line of railway, and street or road No. 1, in the respective lines shown on the deposited plans, subject to the provisions of this Act; and the Company, in constructing the said railway and road through the lands of the Union Company, shall not, without the consent in writing of the Union Company, deviate from the centre lines of the railway and road shown on the deposited plans to a greater extent than ten feet.

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47. If the Union Company shall at any time widen their railway at the points where railway No. 1, or street or road No. 1, is intended to be carried under the same, the Company shall not be entitled to object to such widening, but the same shall be made at the sight and to the approval of the engineer of the Company for the time being, in the same manner and subject to the same conditions as in this Act provided with respect to the formation of railway No. 1, and street or road No. 1, through, across, or under the railway of the Union Company.

Provision for future widening of that railway.

48. If any difference shall arise between the Company and the Union Company, or between their respective engineers, with respect to any of the matters referred to in either of the two next preceding sections of this Act, such difference shall, on the application of either of the said Companies, be determined by the sheriff of the county of Lanark, whose decision shall be final and conclusive, and who shall have power to determine by whom and in what manner the costs of and incident to the reference shall be paid.

Differences to be settled by arbitration.

49. If the construction of railway No. 1, and street or road No. 1, shall be so proceeded with by the Company as to impede the traffic of the Union Company, or of any companies using the railway of that Company, from being carried along the railway of that Company as freely and uninterruptedly as at present, then the Company shall pay to the Union Company all damage thereby occasioned; and in default of payment of such damage, on demand being made on the secretary or any officer of the Company, the Union Company may sue for and recover the same, together with full expenses against the Company, by action in the Court of Session in Scotland, or before the sheriff of the county of Lanark.

If traffic on Union Railway impeded, Company to pay damage.

50. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses; and the Company shall not take any such houses until they have obtained the certificate of the sheriff that it has been proved to his satisfaction that they have so made known their intention.

Notice to be given of taking houses of labouring classes.

51. The Company shall not eject or displace within any period of six months any number of the labouring classes exceeding five hundred without a certificate from the sheriff of Lanarkshire that other and suitable accommodation has been provided or exists within the city of Glasgow or in its immediate neighbourhood.

Provision as to ejectment of labouring classes.

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Power to
take ease-
ments, &c.
by agree-
ment.

52. Persons empowered by "The Lands Clauses Consolidation (Scotland) Act, 1845," to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," and of this Act, grant to the Company any easement, right, or privilege, not being an easement of water, required for the purposes of this Act, in, over, or affecting any such lands; and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants, and to such easements, rights, and privileges as aforesaid respectively.

Penalty im-
posed unless
railways and
bridge are
opened
within period
limited.

53. If the Company fail, within the period limited by this Act, to complete the railways and bridge authorised to be made by this Act, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railways and bridge are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railways or portions of railway or bridge not so completed; and the said penalty may be applied for by any landowner or other person claiming to be compensated, in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened, in the name and with the privity of the Queen's Remembrancer of the Court of Exchequer in Scotland, in the bank named in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company were prevented from completing or opening such lines or bridge respectively by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application
of penalty.

54. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the Edinburgh Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railways or bridge, or any portion

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thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer, in such manner as the Court of Exchequer in Scotland thinks fit to order, on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

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55. If the railways, bridge, and works by this Act authorised are not completed within five years from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the Company for making and completing the said railways, bridge, and works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Period for
completion
of works.

56. The Company may demand and take in respect of the use of the railways by this Act authorised, or any of them, or any part thereof, and of carriages and engines thereon, and in respect of accommodation and services provided by them in connexion therewith, any tolls, rates, and charges, not exceeding the tolls, rates, and charges which the Company are by "The Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866," authorised to demand and take in respect of the use of the railways by that Act authorised to be made, and of carriages and engines thereon, and in respect of accommodation and services provided by them in connexion therewith: Provided that the railways by this Act authorised shall be considered in all respects part of the Caledonian Railway, and only one short-distance charge shall be made for the

Tolls for
railways.

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A.D. 1873. conveyance of any traffic partly on those railways or any of them and partly on the Caledonian Railway.

Bridge across Clyde to be free of toll. **57.** The bridge across the river Clyde by this Act authorised to be made shall be open for public use free of toll.

Confirming agreement between the Company and the Trustees of the Clyde Navigation. **58.** The heads of agreement entered into between the Company and the Trustees of the Clyde Navigation with respect to the viaduct and bridge across the river Clyde and adjoining quays by this Act authorised, and other matters connected therewith, dated the seventh day of May one thousand eight hundred and seventy-three, of which a copy is set forth in the Schedule (A.) to this Act annexed, are hereby sanctioned and confirmed.

Confirming agreement between the Royal Incorporation of Hutchesons' Hospital and the Company. **59.** The agreement entered into between the Royal Incorporation of Hutchesons' Hospital, in the city of Glasgow, and the Company, with respect to certain land required for the purposes of this Act, and other matters connected therewith, dated the second and eighth days of May one thousand eight hundred and seventy-three, of which a copy is set forth in the Schedule (B.) to this Act annexed, is hereby sanctioned and confirmed.

Saving rights of the Crown to mines, &c. **60.** Nothing contained in this Act, or to be done under the authority thereof, shall in any manner affect the title to any of the subjects, or any rights, powers, and authorities, reserved by or mentioned in sections twenty-one and twenty-two of "The Crown Lands Act, 1866," or shall divest, alter, or affect any other estate, right, or interest belonging to the Queen's most Excellent Majesty, her heirs or successors.

Saving rights of the Crown in the river. **61.** Nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any portion of the river Clyde, or any right in respect thereof, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give); neither shall anything in this Act contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Interest not to be paid on calls paid up. **62.** The Company shall not, out of any money by this Act or any other Act relating to the Company authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act

shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation (Scotland) Act, 1845." A.D. 1873. —

63. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway, or to execute any other work or undertaking. Deposits for future Bills not to be paid out of capital.

64. Nothing in this Act contained shall exempt the railways by this Act authorised to be made from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by this Act. Railways not exempt from provisions of general and future Acts.

65. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company. Expenses of Act.

A.D. 1873.

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

CALEDONIAN RAILWAY (GLASGOW CENTRAL STATION, &c.)

HEADS OF AGREEMENT between the Caledonian Railway Company, herein-after called the Railway Company, of the first part, and the Trustees of the Clyde Navigation, herein-after called the Clyde Trustees, of the second part.

Whereas the Railway Company is promoting a Bill in Parliament with the above title, under the powers of which they propose to make a railway to cross the river Clyde and harbour of Glasgow below or to the westward of Glasgow Bridge, and the Clyde Trustees have presented a petition to the House of Commons against the said Bill, and have appeared in opposition thereto before the committee to whom it has been referred: And whereas, with the view of saving further opposition and expense, the parties hereto have come to the following agreement: Therefore this agreement witnesseth as follows:

1. With reference to the viaduct for carrying the railway called in the Bill railway No. 1, and the bridge under such viaduct, across the river Clyde and harbour of Glasgow, and across the adjoining quays and property of the Clyde Trustees, the Railway Company shall adhere to and implement the following stipulations and conditions:

- a. The viaduct and the bridge under it shall be so constructed that the latter shall be close to and abut upon Glasgow Bridge.
- b. The piers for the viaduct and bridge shall be placed in a line with those of Glasgow Bridge, and shall have cut-waters similar to those on that bridge.
- c. The level of the roadway of the bridge under the viaduct shall correspond throughout with the level of the roadway of Glasgow Bridge; and the segments of the arches or girders shall correspond in form and appearance, and also in height above the river, with the arches of Glasgow Bridge.
- d. The western face of the outer spandrils of the viaduct and bridge shall not be more than forty feet from the western face of the outer spandril-wall of Glasgow Bridge.
- e. The bridge under the viaduct shall be constructed at the expense of the Railway Company, and finished by them, either as a footway or carriage-way, or footway and carriageway, as may be hereafter determined in manner mentioned in clause 19 of the Bill, and the provisions of that clause shall be extended or be held as extending to this matter.
- f. The Railway Company shall keep and maintain the structure of the said bridge in good and efficient order and repair; but the maintenance of the roadway shall be borne as may be agreed upon by the Railway Company and the Corporation or the Board of Police of Glasgow, or the Glasgow Bridges Trustees, but always free of expense to the Clyde Trustees.

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2. The bridge for crossing Clyde Place shall be not less than seventy feet clear span from the building line on the south side of Clyde Place, with a clear headway of not less than eighteen feet from any part of the roadway. A.D. 1873.

3. The bridge for crossing Broomielaw Street shall be not less than ninety feet clear span from the building line on the north side of that street, with a clear headway of not less than eighteen feet from any part of the roadway.

4. The compensation to be paid by the Railway Company to the Clyde Trustees in respect of the right, servitude, and privilege of using the land and quays belonging to the Clyde Trustees, required for the piers or pillars of the viaduct, and crossing the river Clyde and harbour of Glasgow, and generally in respect of all claims for damage to the navigation and works of the Clyde Trustees caused by the execution of the railway works, saving always all claims, conditions, and matters otherwise provided for by this agreement, shall be twenty thousand pounds if a breadth of not more than thirty-six feet is occupied, and twenty-two thousand five hundred pounds if a breadth of forty feet is occupied; which compensation the Railway Company do hereby bind and oblige themselves to pay to the Clyde Trustees, at the term of Whitsunday one thousand eight hundred and seventy-four, or upon the date of the Railway Company entering on possession of any part of the property of the Clyde Trustees for the purpose of executing their works, if they enter before the said term, with interest at the rate of five per cent. per annum from the stipulated period of payment until actual payment.

5. Plans and specifications of the whole works and operations of the Railway Company proposed to be executed on the river Clyde, or the property of the Clyde Trustees, including all temporary works, shall from time to time be submitted to the Clyde Trustees at least two weeks before commencing the operations; and, so far as the works and operations of the Railway Company affect the harbour or the navigation of the river Clyde, they shall be carried on at the sight and to the reasonable satisfaction of the engineer for the time being of the Clyde Trustees, and in such a manner as to preserve open the navigation to and from the Upper Harbour. Any difference which may occur between the Railway Company or their engineer on the one hand, and the Clyde Trustees or their engineer on the other, under the provisions of this article or of this agreement generally, shall be submitted to and determined by a neutral engineer agreed on by the parties, or named by the sheriff of Lanarkshire on the application of either of the parties hereto.

6. The stairs and other conveniences of the Clyde Trustees which may be required to be taken away or interfered with by the Railway Company in the course of their operations shall be forthwith restored by them, and be placed in the same relative position to the railway bridge that they now bear to the Glasgow Bridge, with equally convenient accesses as those now existing; or, in the option of the Clyde Trustees, the expense of making or providing the said stairs, accesses, and conveniences shall be paid to them by the Railway Company.

7. The provisions contained in the Bill with reference to the said viaduct and bridge, with any amendments which the parties hereto may agree upon, shall be held as supplementary to this agreement.

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8. This agreement shall be scheduled to and confirmed by the Bill; or, if the parliamentary agents of the parties, or John Horatio Lloyd as umpire between them, so decide, its provisions shall be enacted in the Bill by special clauses to be settled by them.

9. This agreement is contingent upon and shall only take effect in the event of the said Bill passing into a law, with power to the Railway Company to make the said viaduct and bridge across the river Clyde; provided always, that in any event the costs of preparing and executing this agreement shall be borne by the Railway Company.

10. In consideration of the foregoing provisions the Clyde Trustees shall refrain from further opposition to the said Bill.

Lastly. Both parties hereto consent to registration hereof for preservation and execution.

In witness whereof these presents, written on this and the two preceding pages of stamped paper, for Morrisons and Anderson, writers in Glasgow, by Thomas William McLachlan, clerk to Vacher and Sons, law stationers, London, are executed in duplicate as follows; viz., they are sealed with the respective common seals of the Railway Company and the Clyde Trustees, and are subscribed on their behalf respectively, at London, on the seventh day of May eighteen hundred and seventy-three, as follows, viz., on behalf of the Railway Company by Thomas Hill, of Merrylee, Cathcart, and Thomas Salkeld, of Holmhill, Carlisle, two of the directors of the Railway Company, and by Archibald Gibson, their secretary, before these witnesses, James Kerr, solicitor, Glasgow, and Alexander Hogg Harper, clerk in the head office in Glasgow of the Railway Company; and on behalf of the Clyde Trustees by James Watson, the Honourable the Lord Provost of Glasgow, James Bain, merchant, Glasgow, David Dreghorn, accountant, Glasgow, and William Walls, merchant, Glasgow, all trustees of the Clyde Navigation, and by George Reith, their secretary, before these witnesses, James Deas, engineer of the Clyde Trustees, and William Boyd Anderson, clerk to the said Morrisons and Anderson.

JAMES KERR, witness.
 ALEX. H. HARPER, witness.
 JAMES DEAS, witness.
 W. BOYD ANDERSON, witness.



THO. HILL.
 THOS. SALKELD.
 ARCH. GIBSON, Secy.



JAS. WATSON.
 JAS. BAIN.
 D. DREGHORN.
 WM. WALLS.
 GEO. REITH, Secy.

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A.D. 1873.

SCHEDULE (B.)

THIS AGREEMENT, entered into and executed by and between the Royal Incorporation of Hutchesons' Hospital in the city of Glasgow, of the first part, and the Caledonian Railway Company, of the second part, witnesseth:—

That whereas the said second party are the promoters of a Bill now depending in Parliament, intituled "A Bill for enabling the Caledonian Railway Company to make a station at Gordon Street, Glasgow, and connecting lines between the same and their railways on the south side of that city, and for other purposes," by which Bill it is proposed to authorise the said second party, inter alia, to construct a railway, in the said Bill called railway number two, commencing by a junction with the railway in the said Bill called number one, at a point about twenty yards northward from the north side of Canal Street at its junction with Eglinton Street, and terminating by a junction with the Caledonian Railway Company's line of railway leading from near Shields Bridge to the Glasgow and Kilmarnock joint line of railway at a point about two hundred and forty yards westward from the centre of the bridge by which the turnpike road from Glasgow to Pollokshaws is carried over the said joint line near Coplawhill: And whereas the said intended railway will pass through lands belonging to the said first party: And whereas the said second party are desirous of acquiring the lands herein-after specified, for the purposes of the said intended railway and works, stations, and system connected therewith, and have agreed, subject to the authority of Parliament being obtained, to feu the said lands from the said first party on the terms herein-after mentioned: Therefore the said parties hereto have agreed and hereby do agree as follows, viz.,

First.—The said parties hereto shall, within six months after the said Bill receives the royal assent, enter into and execute a feu contract or feu contracts, whereby the said first party, in consideration of the payment of a yearly feu duty or feu duties, and performance of the other prestations by or on the part of the said second party herein-after stipulated, shall feu to the said second party, excluding assignees before infeftment, the two portions of ground after described lying within the parish of Govan and shire of Lanark; viz., first, all and whole that portion of ground numbered I. and coloured green on the plan thereof docquetted and subscribed in duplicate by the said parties as relative hereto, bounded on the north-east by the property formerly belonging to the parochial board of the parish of Govan, on the east partly by ground feued to David Tweedly, partly by ground feued to James Park, and partly by a portion of ground, sixty feet in width, left vacant for a street or entrance from Eglinton Street into the said ground, on the south-by-west by the Shields Road, and on the west and south-west by the property of the said second party; and, second, all and whole that portion of ground numbered II. and coloured blue on the said plan, bounded on the north-east partly by the lands of Lilybank and Milan Street, partly by ground feued by the said first party to Messieurs Watson, Gow, and Company, and partly by ground feued by the said first party to the Corporation of Glasgow, acting under the "Glasgow Corporation Gas Act, 1869;" on the west partly by the ground feued by the said first

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A.D. 1873. party to the said Messieurs Watson, Gow, and Company, partly by ground feued to the said Corporation of Glasgow, and partly by the middle line of the Kinninghouse Burn, on the south by ground belonging to the corporation of the city of Glasgow, and on the south-east by a line fifty feet distant from and parallel to the middle line of the said railway number two.

Second.—The said second party shall by the said feu contract or feu contracts become bound for the due and punctual payment to the said first party of a yearly feu duty or feu duties for the said two portions of ground, calculated at the rate of five pounds per centum per annum on the price of twenty-five shillings per square yard for each square yard contained in the said two portions of ground, the contents of both to be ascertained as after mentioned, commencing the first payment of the said feu duty or feu duties at the term of Whitsunday eighteen hundred and seventy-four, for the half year preceding, and so forth half-yearly thereafter, at the terms of Whitsunday and Martinmas thereafter in each year, with a duplication of the said feu duty or feu duties every nineteen years from and after the term of Martinmas eighteen hundred and seventy-three, and that in lieu of all casualties of superiority, and payable said feu duty or feu duties and duplications thereof as aforesaid in the manner and subject to the conditions and penalties stipulated in the feu contracts entered into by the said first party with their ordinary vassals.

Third.—The said second party's entry to the said lands shall, subject to the provisions after referred to, be at the term of Martinmas eighteen hundred and seventy-three, up to which term the said first party shall be entitled to the rents and produce thereof, which shall include the lordship on the bricks made in the said portion of ground marked Number II. for season eighteen hundred and seventy-three.

Fourth.—The said several portions of ground shall be measured, and the contents thereof ascertained, by a land surveyor to be mutually appointed.

Fifth.—The said feu contract or feu contracts shall, inter alia, contain, in the ordinary form, the clauses and provisions usually inserted in feu contracts entered into by the said first party with their vassals or feuars, excepting in so far as the same may be inconsistent with the purposes for which the same are acquired by the said second party, and, without prejudice to the foresaid generality, shall reserve the coal, stone, iron, and lime, and other metals and minerals, but not including clay, in the said lands, in favour of the said first party and the other proprietors of the barony of Gorbals; providing for damages being paid to the said second party in the event of the same being worked; prohibiting sub-infeudation, and providing for allocations of the feu duties in the event of the said second party desiring to subdivide the several portions of ground; prohibiting the creation of nuisances, but not including under that head any of the purposes authorised by the second party's Acts; providing for the said second party paying to the said first party, at Whitsunday and Martinmas yearly, and in manner stipulated with regard to the foresaid feu duties, the sum of two pounds twelve shillings and sixpence per annum in lieu of the teind and stipend thereof for lot Number I., and the sum of fifteen pounds fifteen shillings per annum for lot Number II., and in respect of which payments the said first party shall be bound to relieve the said second party from all demand for teind,

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and ministers stipend or augmentation thereof, payable by the said first party to the College of Glasgow, or to any other party or parties as titulars of the teinds, or to the minister for the time being of Govan, in respect of their lands in the barony of Gorbals, of which those before described form part, now and in all time coming; [and further providing that the following leases shall be excepted from the warrandice in the said feu contract; viz., first, tack between the first party and the directors of the Wellcroft Bowling Club, dated eighth and ninth February eighteen hundred and sixty-five; and, second, tack between the first party and William Wilson and Son, dated twenty-first, twenty-sixth, and twenty-seventh October eighteen hundred and seventy; and further providing for the said second party becoming bound, and so freeing and relieving the said first party of their obligations in regard to streets and sewers, so far as the same may or do effeir to any of the said two portions of ground, contained in the following feu contracts, viz., first, feu contract and deed of excambion between the first party and Messieurs Watson, Gow, and Company, dated fourteenth and fifteenth May eighteen hundred and sixty-seven; and, second, feu contract between the first party and the Corporation of Glasgow, acting under "The Glasgow Corporation Gas Act, 1869," dated twenty-fifth, twenty-sixth, and twenty-seventh October eighteen hundred and seventy.

Sixth.—If any dispute or difference shall arise between the parties hereto with respect to the true intent and meaning of these presents, or of the said Bill when it shall become an Act of Parliament, or the terms of the said feu contract or feu contracts, or in any way with respect to or arising out of this agreement or incidental thereto, such dispute or difference, and the adjusting and settling of the clauses, provisions, reservations, irritancies, or other conditions of the said feu contract or feu contracts, shall be and is hereby referred to Robert Berry, Esquire, Advocate, Professor of Laws in the University of Glasgow, whom failing, to James Robertson, Esquire, Professor of Conveyancing in the said university, as sole arbiter, whose award shall be final and binding upon both parties.

Lastly.—The said parties hereto bind and oblige themselves respectively to implement and perform, each to the other, their respective parts of the premises, and the award of the said arbiter, under a penalty of one thousand pounds to be paid by the party failing to the party performing or willing to perform, attour performance; and both parties consent to the registration hereof for preservation and execution. In witness whereof these presents, written on stamped paper by William Forrester, clerk to Hill, Davidson, and Hoggan, writers in Glasgow, are, together with a duplicate thereof, subscribed by William Taylor, preceptor, Archibald Gray Macdonald, James Brown, James Sharp, and William Millar, five and a quorum of the Committee of the Preceptor and Patrons of the said Royal Incorporation, appointed to sign deeds of the said Royal Incorporation, and the seal of the said Royal Incorporation affixed, all at Glasgow, upon the second day of May eighteen hundred and seventy-three years, before these witnesses, Andrew McDonald, baron officer of the said Royal Incorporation, and James Turnbull, porter to the said Hill, Davidson, and Hoggan; and by Thomas Hill, chairman, John Cowan, director, and Archibald Gibson, secretary of the said Caledonian Railway Company, for and on behalf of the said Company, and the seal of the said Company affixed,

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A.D. 1873. all at Westminster, the eighth day of said month of May and year last mentioned, before these witnesses, John McIntosh and Thomas Kerr Nicoll, both clerks to the said Caledonian Railway Company, in their solicitor's office in Glasgow.

ANDREW McDONALD, witness.
 JAS. TURNBULL, witness.

Seal of the
 Royal Incorporation
 of Hutchesons'
 Hospital in the
 City of Glasgow.

WILLIAM TAYLOR, P.
 A. G. MACDONALD.
 JAS. BROWN.
 JAMES SHARP.
 WM. MILLAR.

J. MCINTOSH, witness.
 THO. K. NICOLL, witness.

Seal of the
 Caledonian
 Railway
 Company.

THO. HILL, Chairman.
 JOHN COWAN, Director.
 ARCH. GIBSON, Secy.

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