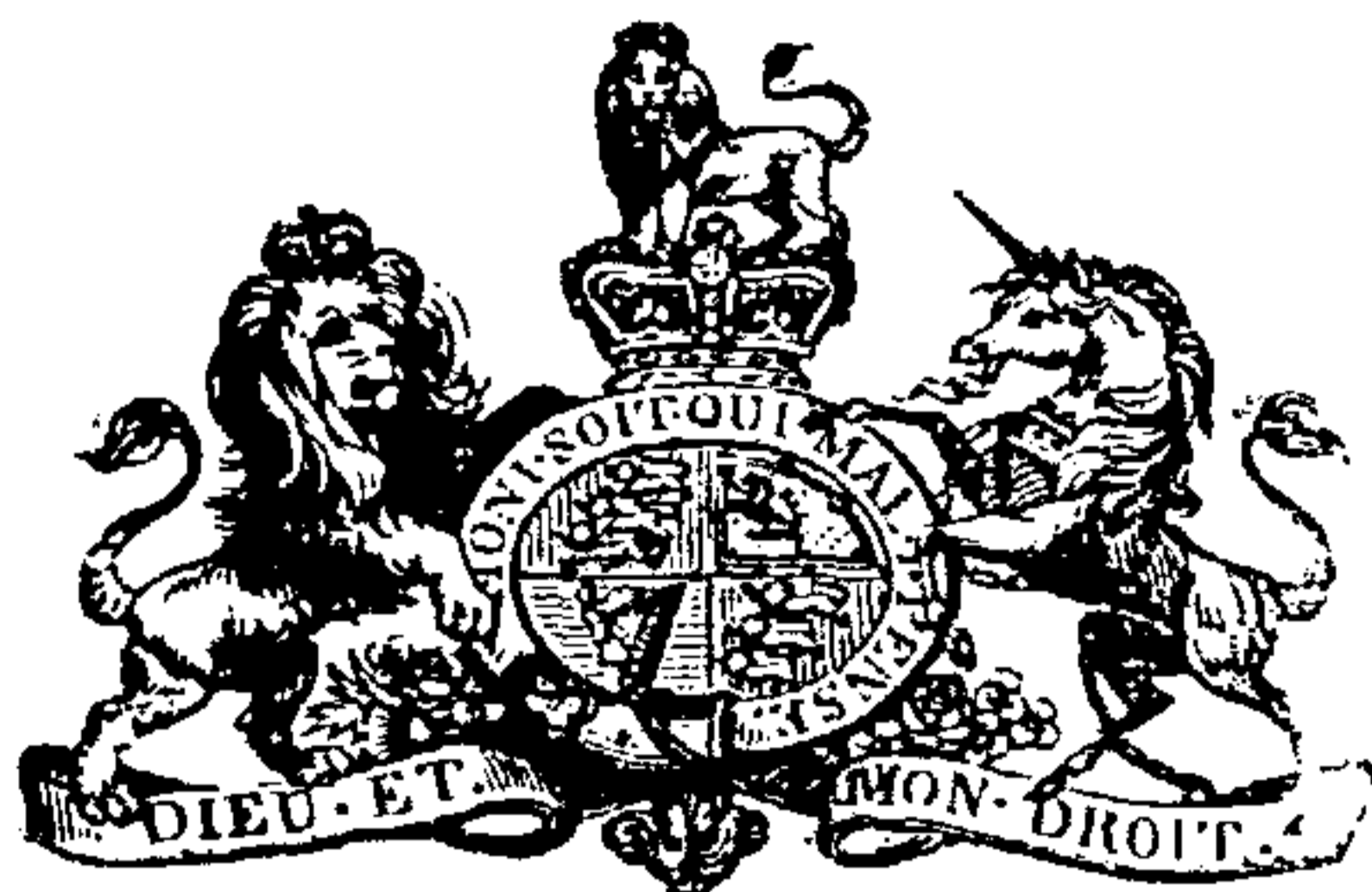


[51 & 52 VICT.] *Glasgow Central Railway Act, 1888.* [Ch. cxciv.]



CHAPTER cxciv.

An Act to authorise the construction of Railways from the Dalmarnock Branch of the Caledonian Railway to Maryhill with Branches to the Railway Depôts at Stobcross, and other Works in connection therewith; and for other purposes. A.D. 1888.
[10th August 1888.]

WHEREAS the making and maintaining of railways from the Dalmarnock Branch of the Caledonian Railway to Maryhill, with branches connecting the same with the depôts of the Caledonian and North British Railway Companies at Stobcross, and a road and other works in connection therewith, would be of local and public advantage, and the persons hereinafter named with others are willing at their own expense, to construct the same, and it is expedient that they should be incorporated for the purpose of carrying the undertaking into execution:

And whereas it is expedient that the Company and the Caledonian Railway Company should be authorised to enter into agreements with each other for the working and use of the said railways as hereinafter provided:

And whereas plans and sections showing the lines and levels of the railways and road authorised by this Act, and a book 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 in the office at Glasgow of the principal sheriff clerk of the county of Lanark, and are hereinafter respectively referred to as the deposited plans, sections and book of reference:

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

May it therefore please Your Majesty that it may be enacted, and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal and

[Ch. cxciv.] *Glasgow Central Railway Act, 1888.* [51 & 52 VICT.]

A.D. 1888. Commons, in this present Parliament assembled, and by the authority of the same, as follows :—

Short title. 1. This Act may be cited for all purposes as the Glasgow Central Railway Act, 1888.

Incorporation of Acts. 2. The Companies Clauses Consolidation (Scotland) Act, 1845, Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, as amended by the Railway Companies (Scotland) Act, 1867, the Lands Clauses Consolidation (Scotland) Act, 1845, the Lands Clauses Consolidation Acts Amendment Act, 1860, the Railways Clauses Consolidation (Scotland) Act, 1845, and Part I. (relating to construction of a railway) of the Railways Clauses Act, 1863, are, except where expressly varied by or inconsistent with this Act, incorporated with and form part of this Act.

Interpretation. 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 this Act, and the Acts wholly or partially incorporated herewith as applied to this Act, the expression "the Company" means the Company incorporated by this Act, the expression "the Caledonian Company" means the Caledonian Railway Company, the expression "the North British Company" means the North British Railway Company, the expression "the railways" means the railways and works connected therewith by this Act authorised, and the expressions "the railway" and "the undertaking" mean and include the railways, road and other works by this Act authorised and the undertaking of the Company respectively.

Company incorporated. 4. Archibald Russell, John Wilson, George Browne, James Brown Fleming, Joshua Heywood Collins, James Neilson, Andrew Sclanders Nelson, William Anderson Donaldson, John Cuninghame, James Brown Smith, Robert Miller, Ralph Moore, James Hamilton, Joseph Cheney Bolton, Hugh Brown, James Clark Buntin, John Cowan, Alexander Crum, William Wallace Hozier, and Sir James King, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors and assigns respectively, shall be and are hereby united into a company for the purpose of making and maintaining the railways, road and other works by this Act authorised, and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "The Glasgow Central Railway Company," and by that name shall be a body corporate, with perpetual succession and

a common seal, and with power to purchase, take, hold and dispose of lands and other property for the purposes of this Act. A.D. 1888.

5. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways and road hereinafter described, with all proper stations, sidings, junctions, approaches, viaducts, bridges, roads, tunnels, covered ways, subways, stairs, shafts, lifts, elevators, engines, pumping stations, communications, and other works, machinery, conveniences and buildings incidental thereto, or which may be advantageously or conveniently held or used in connection therewith, all in the county of Lanark; and may enter upon, take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for those purposes.

Power to make railways, road and other works.

6. The railways and road hereinbefore referred to and authorised by this Act are:—

Description of railways and road.

- (1.) A railway (in this Act called "Railway No. 1") three miles two furlongs two chains and eighteen yards, or thereabouts, in length, commencing by a junction with the Dalmarnock branch of the Caledonian Railway at a point in the parish of Calton, twenty yards or thereabouts northward from the northern end of the central girder of the northmost span of the viaduct carrying that branch over the River Clyde, and terminating at a point in the barony parish of Glasgow, thirty yards or thereabouts westward from the north-western corner of the buildings at the crossing of Elliott street and Stobcross street;
- (2.) A railway (in this Act called "Railway No. 2") two miles one furlong one chain and fourteen yards, or thereabouts, in length, commencing at the point of termination of Railway No. 1, and terminating at a point in the parish of Govan, two hundred and seventy yards or thereabouts northward from the south-western corner of the southmost house in the terrace of houses known as Kirklee Gardens;
- (3.) A railway (in this Act called "Railway No. 3") four furlongs five chains and nineteen yards, or thereabouts, in length, commencing at the point of termination of Railway No. 2, and terminating at a point in the parish of Maryhill, sixty yards or thereabouts north-westward from the centre of the eastmost span of the aqueduct carrying the Forth and Clyde navigation over the river Kelvin;
- (4.) A railway, wholly in the barony parish of Glasgow (in this Act called "Railway No. 4"), one furlong five chains and twenty yards, or thereabouts, in length, commencing at the point of

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termination of Railway No. 1, and terminating by a junction with the sidings of the low-level joint depôt of the Caledonian and North British Railway Companies at Stobcross, at a point sixty yards or thereabouts southward from the south-western corner of the brass foundry of Messrs. J. and W. Young, Galbraith street, Stobcross;

(5.) A railway, wholly in the barony parish of Glasgow (in this Act called "Railway No. 5"), three furlongs one chain and eighteen yards, or thereabouts, in length, commencing by a junction with Railway No. 4, at a point sixty yards or thereabouts westward from the north-western corner at the crossing of Finnieston Street and Stobcross Street, and terminating by a junction with the lines of rails in the Caledonian Railway Company's depôt at Stobcross, at a point three hundred and eighty yards or thereabouts eastward from the centre of the bridge carrying the Stobcross branch of the North British Railway over Sandyford Street;

(6.) A railway (in this Act called "Railway No. 6"), four furlongs one chain and fourteen yards, or thereabouts, in length, commencing by a junction with Railway No. 2 at a point in the parish of Govan, forty-five yards or thereabouts south-westward from the centre of the footbridge over the River Kelvin, near the Three-Tree-Well, and terminating at a point in the parish of Maryhill, eleven yards or thereabouts south-eastward from the eastmost corner of the boundary wall of Maryhill barracks;

(7.) A road, wholly in the parish of Maryhill, commencing at the highway leading from Glasgow to Maryhill, at a point ninety-five yards or thereabouts south-eastward from the junction of Kelvin Street with the said highway, and terminating at a point one hundred yards or thereabouts south-eastward from the centre of the eastmost span of the aqueduct carrying the Forth and Clyde navigation over the River Kelvin.

Capital.

7. The capital of the Company shall be nine hundred and seventy-five thousand pounds, in ninety-seven thousand five hundred shares of ten pounds each.

Shares not to be issued until one-fifth paid.

8. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person or corporation 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.

Calls.

9. One-fifth of the amount of a share shall be the greatest amount of a call, and two months at least shall be the interval between

successive calls, and three-fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

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10. If any money is payable to a shareholder being a minor, idiot or lunatic, the receipt of the guardian or committee of his estate, or of his tutor, curator, or curator bonis shall be a sufficient discharge to the Company.

Receipt in case of persons not sui juris.

11. Subject to the provisions of this Act, the Company, with the authority of three-fourths of the votes of the shareholders present, in person or by proxy, at a general meeting of the Company specially convened for the purpose, may from time to time divide any share in their capital into half-shares, of which one shall be called "preferred half-share," and the other shall be called "deferred half-share"; but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up, and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half-share (being the whole amount payable thereon), and the residue to the credit of the preferred half-share.

Power to divide shares.

12. The dividend which would from time to time be payable on any divided share, if the same had continued an entire share, shall be applied in payment of dividends on the two half-shares in manner following, that is to say, first in payment of dividend after such rate not exceeding six pounds per centum per annum, as shall be determined once for all at a general meeting of the Company specially convened for the purpose, on the amount for the time being paid up on the preferred half-share, and the remainder, if any, in payment of dividend on the deferred half-share; and the Company shall not pay any greater amount of dividend on the two half-shares than would have been from time to time payable on the entire share if the same had not been divided.

Dividends on half-shares.

13. Each preferred half-share shall be entitled, out of the profits of each year, to the dividend which may have been attached to it by the Company as aforesaid, in priority to and before any dividend shall for that year be payable on the deferred half-share bearing the same number; but if in any year ending the thirty-first day of January there shall not be profits available for the payment of the full amount of dividend on any preferred half-share for that year, 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.

Priority of dividends on preferred half-shares.

14. Forthwith after the creation of any half-shares the same shall be registered by the directors, and each half-share shall bear the same number as the number of the entire share certificate in

Registration of half-shares.

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A.D. 1888. — respect of which it was issued, and the directors shall issue certificates of the half-shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof; but the directors shall not be bound to issue a certificate of any half-share until the certificate of the existing entire share be delivered to them to be cancelled, unless it be shown to their satisfaction that such certificate is destroyed or lost, and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated in certificate.

15. The terms and conditions on which any preferred half-share, or deferred half-share, created under the authority of this Act, is issued, shall be stated on the certificate of each such half-share.

Forfeiture of preferred half-shares.

16. The provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, with respect to the forfeiture of shares for non-payment of calls, shall apply to all preferred half-shares created under the authority of this Act; and every such preferred half-share shall for that purpose be considered an entire share, distinct from the corresponding deferred half-share; and until any forfeited preferred half-share shall be sold by the directors, all dividends which would be payable thereon, if the same had not been forfeited, shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof, and of the arrears of calls for the time being due thereon, with interest.

Preferred half-shares not to be cancelled.

17. No preferred half-share created under the authority of this Act shall be cancelled, or be surrendered to the Company.

Rights of holders of half shares.

18. The several half-shares created under the authority of this Act shall be half-shares in the capital of the Company; and every two half-shares (whether preferred or deferred, or one of each) held by the same person shall confer such right of voting at meetings of the Company, and (subject to the provisions hereinbefore contained) shall confer and have all such other rights, qualifications, privileges, liabilities and incidents as attach and are incident to an entire share.

Power to borrow.

19. The Company may from time to time borrow on mortgage of the undertaking any sums not exceeding in the whole three hundred and twenty-five thousand pounds, but no part thereof shall be borrowed until the whole capital of nine hundred and seventy-five thousand pounds 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 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 in such capital has been paid on account thereof, before or at the time of the issue or acceptance

thereof, and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors or assigns, and that such persons or corporations, their executors, administrators, successors or assigns 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.

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20. The mortgagees of the undertaking may enforce payment of arrears of interest, or principal, or principal and interest, due on their mortgages by the appointment of a judicial factor; and 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.

For appointment of a judicial factor.

21. 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; but, notwithstanding anything therein contained, the interest of all debenture stock, and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act, shall, subject to the provisions of any subsequent Act, rank *pari passu* (without respect to the dates of the securities, or of the Acts of Parliament, or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be indorsed on all mortgages and certificates of debenture stock.

Debenture stock.

22. All moneys raised under this Act, whether by shares or borrowing, or by debenture stock, shall be applied only to the purposes of this Act to which capital is properly applicable.

Application of moneys.

23. The first ordinary meeting of the Company shall be held within six months after the passing of this Act, and the subsequent ordinary meetings of the Company shall be held twice in every year, in the months of March or April and September or October; and all meetings of the Company, whether ordinary or extraordinary, shall be held in Glasgow, or in such other place as the directors may from time to time appoint.

First and subsequent ordinary meetings.

24. The quorum of every general meeting of the Company shall be ten shareholders, present personally or by proxy, holding in the aggregate not less than ten thousand pounds in the capital of the Company.

Quorum of meetings.

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Number of directors.

25. The number of directors shall be twelve, but the Company may from time to time reduce the number, provided that the reduced number be not less than seven.

Qualification of directors.

26. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum of directors.

27. The quorum of a meeting of directors shall be five, unless the number of directors shall be reduced to less than eight, and then, and so long as the number shall continue to be less than eight, the quorum shall be four.

First directors.

28. Archibald Russell, James Neilson, Joshua Heywood Collins, John Charles Cuninghame, John Wilson, Joseph Cheney Bolton, Hugh Brown, James Clark Buntin, John Cowen, Alexander Crum, William Wallace Hozier, and Sir James King, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; and at such meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election; and at the first ordinary meeting, to be held in every year after the first ordinary meeting, the shareholders present in person or by proxy shall (subject to the power hereinbefore contained of reducing the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of the Companies Clauses Consolidation (Scotland) Act, 1845; and the several persons elected at any such meeting, being neither removed nor disqualified, nor having died or resigned, shall continue to be directors until others are elected in their stead in manner provided by that Act.

Domicile of the Company.

29. The domicile of the Company, with reference to all judicial proceedings or actions at law, shall be held to be in Glasgow.

Power to take easements, &c., by agreement.

30. 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, servitude, 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 rent-charges or feu-duties, so far as the same are applicable in this behalf, shall extend and apply to such grants, and to such easements, servitudes, rights and privileges as aforesaid respectively.

31. With respect to any lands which the Company are by this Act authorised to enter upon, take and use for the purposes of the railways, and which are in or under the roadway or footway of any public street, road or lane shown on the deposited plans and described in the deposited book of reference, the Company shall not be required wholly to take the same or any part of the surface thereof, or any cellar, vault, or other construction therein or thereunder, but the Company may appropriate and use, without price or consideration, the subsoil and under-surface of the roadway or footway of any such street, road or lane, and if need be they may purchase, take and use, and the owners of and other persons interested in any such cellar, vault or other construction, shall sell the same for the purposes of the railways; and no such subsoil or under-surface, cellar, vault, or other construction, to be appropriated and used or purchased as aforesaid, shall be deemed part of a house, or other building or manufactory, within the meaning of section ninety of the Lands Clauses Consolidation (Scotland) Act, 1845.

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Company may acquire easements only under streets or roads, and may purchase cellars, &c.

32. And whereas, in the exercise of the powers of this Act, it may happen that portions only of the lands, buildings or manufactories shown on the deposited plans may be sufficient for the purposes of this Act, and that such portions may be severed from the remainder of the said properties without material detriment thereto: Therefore, notwithstanding section ninety of the Lands Clauses Consolidation (Scotland) Act, 1845, the owners of and other persons interested in the lands, buildings or manufactories described in the schedule (A) to this Act annexed, whereof portions only are required for the purposes of this Act, may (if such portions can, in the opinion of the jury, arbiters or other authority to whom the question of disputed compensation shall be submitted, be severed from the remainder of such properties without material detriment thereto) be required to sell and convey to the Company such portions only, without the Company being obliged or compellable to purchase the whole or any greater portion of such properties; the Company always paying for the portions taken by them and making compensation for any damage sustained by the owners of such properties and other persons interested therein by severance or otherwise: Provided always that if in any case, in the opinion of the jury, arbiters or other authority as aforesaid, any such portion cannot be severed from the remainder of such property without material detriment thereto, the Company may, within one month after the date of the final decision of such jury, arbiters, or other authority, withdraw their notice to treat for the portion required by them, and thereupon they shall pay to the owner of, and other persons interested in, the property in respect of which or any portion of

Owners may be required to sell parts only of certain properties.

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which they have given notice to treat, all loss and damage sustained, and all costs, charges and expenses (as the same shall be taxed as between solicitor and client) reasonably incurred, by them in consequence of such notice: Provided also that the provisions of this section shall apply to the lands, buildings, or manufactories, in the Barony Parish of Glasgow, belonging or reputed to belong to the trustees of the late James, Joseph, and William Taylor, lying to the north of the northern limit of deviation of Railway No. 1 shown on the deposited plans, to the same extent and effect as if the said lands, buildings, or manufactories had been described in the deposited book of reference, and numbered on the said deposited plans, and included in the said schedule A: Provided further that nothing in this section contained shall be held as determining whether the properties described in the said schedule, including as aforesaid, are or are not subject to the provisions of section ninety of the Lands Clauses Consolidation (Scotland) Act, 1845.

Restrictions
on displac-
ing persons
of labouring
class.

33. (1.) The Company shall not under the powers of this Act purchase or acquire, in any district within the meaning of the Public Health (Scotland) Act, 1867, ten or more houses occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until:—

(A.) They shall have obtained the approval of the Secretary for Scotland to a scheme for providing new dwellings for the persons residing in such houses, or for such number or proportion of those persons as the Secretary for Scotland shall, after inquiry, deem necessary, having regard to the number of persons residing in such houses, and working within one mile therefrom, and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses, or to the place of employment of such persons, and to all the other circumstances of the case; and

(B.) They shall have given security, to the satisfaction of the Secretary for Scotland, for the carrying out of the scheme.

(2.) The approval of the Secretary for Scotland to any scheme under this section may be given either absolutely or conditionally, and after the Secretary for Scotland has approved of any such scheme he may from time to time approve, either absolutely or conditionally, of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out, and shall require the new dwellings proposed to be provided under the scheme to be completed, fit for occupation, before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Secretary for Scotland may dispense with the last-mentioned requirement, subject to such conditions (if any) as he may see fit. A.D. 1888.

(4.) Any provisions of any scheme under this section, or any conditions subject to which the Secretary for Scotland may have approved of any such scheme, or of any modifications of any such scheme, or subject to which he may have dispensed with the above-mentioned requirement, shall be enforceable by an order of the Court of Session, to be obtained by the Secretary for Scotland.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions, or displace, or cause to be displaced, the persons residing in any house or houses, in contravention of the requirements of the scheme, they shall be liable to a penalty not exceeding five hundred pounds in respect of every such house, which penalty shall be recoverable by the Secretary for Scotland by action in the Court of Session, and shall be carried to and form part of the Consolidated Fund of the United Kingdom.

(6.) For the purpose of carrying out any scheme under this section, the Company may appropriate any lands for the time being belonging to them, or which they have power to acquire, and may purchase such further lands as they may require; and for the purpose of any such purchase section ninety of the Public Health (Scotland) Act, 1867, shall be incorporated with this Act, and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section, in the same manner in all respects as if the Company were a local authority within the meaning of that Act and the scheme were one of the purposes of that Act.

(7.) The Company may, on any lands belonging to them, or purchased or acquired under this section, or under any provisional order issued in pursuance of this section, erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section, and may sell, demise, let, or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid, and may apply for the purposes of this section to which capital is properly applicable or any of such purposes, any moneys which they may be authorised to raise or apply for the purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by the Company, in pursuance of any scheme under this section, shall, for the period of twenty-five years from the date of the scheme, be appropriated solely for the purpose of such dwellings; and every conveyance, demise or lease of such lands and buildings by the Company shall contain proper covenants for securing that

A.D. 1888. — the buildings on such lands shall, during such period of twenty-five years, be used exclusively for the purpose of such dwellings :

Provided also, that the Secretary for Scotland may at any time dispense with all or any of the requirements of this sub-section, subject to such conditions (if any) as he may see fit.

(8.) The Secretary for Scotland may direct any inquiries to be held which he may deem necessary, in relation to any scheme under this section, and for giving effect to any of the provisions of this section ; and he and any person appointed by him to hold inquiry shall have and may exercise, for any purpose in connection with any scheme under this section, all or any of the powers vested in them respectively under the Public Health (Scotland) Act, 1867, in the same manner in every respect as if the preparation and carrying into effect of such scheme were one of the general purposes of that Act.

(9.) The Company shall pay to the Secretary for Scotland a sum to be fixed by him in respect of the preparation and issue of any provisional order in pursuance of this section, and any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the person appointed to hold any such inquiry, and a sum to be fixed by the Secretary for Scotland not exceeding three guineas a day for the services of the person so appointed.

(10.) For the purpose of this section the expression "labouring class" includes mechanics, artisans, labourers and others working for wages, hawkers, costermongers, persons not working for wages, but working at some trade or handicraft without employing others except members of their own family, and persons other than domestic servants whose income does not exceed an average of thirty shillings a week, and the families of any such persons who may be residing with them.

Power to deviate from lines delineated on plans.

34. Subject to the provisions of this Act, the Company may, in the construction of the railways by this Act authorised, deviate from the lines thereof delineated upon the deposited plans, to any extent within the limits of deviation marked thereon, as respects the following portions of the said railways (that is to say) ; as respects Railway No. 1, from the commencement thereof to a point two furlongs and three chains from such commencement, and from a point six furlongs and six chains to a point one mile and four chains from such commencement, and from a point one mile and two furlongs to a point one mile and five furlongs from such commencement ; as respects Railway No. 2, from the commencement thereof to a point one furlong and five chains from such commencement ; as respects Railway No. 4, the whole thereof ; and as respects Railway No. 5, from the commencement thereof to a point one furlong from

such commencement; anything in the Railways Clauses Consolidation (Scotland) Act, 1845, to the contrary notwithstanding. A.D. 1888.

35. The Company may, in the construction of the railways, deviate from the levels and gradients thereof shown on the deposited sections, to such extent as may be found necessary or convenient for accommodating preserving, or improving the drainage of, or the sewers, drains, pipes, or other works in or under, the streets, roads, lanes, footpaths and places through which the railways will be made, or for avoiding such sewers, drains, pipes, or other works, anything in the Railways Clauses Consolidation (Scotland) Act, 1845, to the contrary notwithstanding: Provided always that the Company shall make full satisfaction in manner by this Act provided to all parties interested, for any damage sustained by them respectively by reason of any deviation under the powers of this section, to a greater extent than might have been executed under the powers of that Act. Power to deviate from levels on sections.

36. The Company shall not make the diversion, shown on the deposited plans of the road numbered thereon 57, in the parish of Govan, but shall, in lieu thereof, carry the railway over the said road by a bridge of a span not less than twenty-five feet, and of a clear height not less than fourteen feet throughout; and in order thereto the Company may alter the levels of the portion of the said road, and make the same of any inclinations not steeper than one in eight on the west side of the said bridge, or any flatter inclinations that may be arranged between the Company and the owners of the adjoining lands. Alterations of road in parish of Govan.

37. The Company shall carry Railway No. 3, over the road numbered on the deposited plans 3 in the parish of Maryhill, by a bridge, having a span of not less than twenty-five feet and a clear height of not less than thirteen feet throughout; and in order thereto the Company may lower the level of the said road, but so as not to make the inclination thereof greater than the greatest rate of inclination on any part of the said road. Bridge over road in parish of Maryhill.

38. And whereas, in order to avoid, in the execution and maintenance of any works authorised by this Act, injury to the houses and buildings (including abutments of railway bridges) within one hundred feet of the railways, it may be necessary to underpin or otherwise strengthen the same: Therefore the Company, at their own costs and charges, may, and if required by the owners and lessees of any such house or building shall, subject as hereinafter provided, underpin or otherwise strengthen the same, and the following provisions shall have effect (that is to say):— Company empowered or may be required to underpin or otherwise strengthen houses near railway.

(1.) At least ten days' notice shall, unless in case of emergency, be given to the owners, lessees and occupiers, or by the owners

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and lessees, of the house or building so intended or so required to be underpinned or otherwise strengthened:

- (2.) Each such notice, if given by the Company, shall be served in manner prescribed by section eighteen of the Lands Clauses Consolidation (Scotland) Act, 1845, and if given by the owners and lessees of the premises to be underpinned or strengthened, shall be sent to the principal office of the Company:
- (3.) If any owner, lessee or occupier of any such house or building, or the Company, as the case may require, shall, within seven days after the giving of such notice, give a counter notice in writing that he or they, as the case may be, dispute the necessity of such underpinning or strengthening, the question of the necessity shall be referred to an engineer to be agreed upon, or, in case of difference, to an engineer to be appointed at the instance of either party by the Board of Trade:
- (4.) Such referee shall forthwith, upon the application of either party proceed to inspect such house or building and determine the matter referred to him, and in the event of his deciding that such underpinning or strengthening is necessary he may, and if so required by such owner, lessee, or occupier shall, prescribe the mode in which the same shall be executed, and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building:
- (5.) The cost of the reference shall be in the discretion of the referee:
- (6.) The Company shall be liable to compensate the owners, lessees and occupiers of every such house or building for any inconvenience, loss or damage which may result to them by reason of the exercise of the powers granted by this enactment:
- (7.) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company, such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company, then and in every such case, unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee, the Company shall make compensation to the owners, lessees and occupiers of such house or building for such injury, provided the claim for compensation in respect thereof be made within six months from the discovery thereof:
- (8.) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment, shall relieve the Company from the liability to compensate under the Lands

Clauses Consolidation (Scotland) Act, 1845, or under any other Act: A.D. 1888.

(9.) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Consolidation (Scotland) Act, 1845 :

(10.) Nothing in this section shall repeal or affect the application of the ninetieth section of the Lands Clauses Consolidation (Scotland) Act, 1845.

39. Subject to the provisions of this Act, the Company may, for the purpose of constructing the railways (whether the same be shown on the deposited plans as to be constructed in tunnel or otherwise), temporarily cross, alter, break open, stop up or divert any streets, roads, lanes and footpaths shown on the deposited plans and described in the deposited book of reference, and may during such construction use and appropriate any of the streets, roads, lanes, or footpaths so stopped up or diverted, and may also during such construction from time to time break or open any such streets, roads, lanes or footpaths, when necessary, for the protection or repair of any sewers, drains or pipes under the same: Provided always that this section shall not apply to London Street, to the effect of closing the same for tramway traffic, until the Company shall make provision for the conveyance of tramway traffic between the Cross and Great Hamilton Street via Gallowgate; and provided further that, except as in this Act otherwise provided, the Company shall not at any one time be entitled to enclose, for the construction of the said railways and works and operations, a greater extent of the surface of Canning Street, Trongate, and Argyle Street, than fifty feet long by seventeen feet wide, with intervals of not less than two hundred yards between each such enclosure, within which intervals no enclosure shall be placed (except with the consent of the Corporation of Glasgow as hereinafter defined), but they shall in no case occupy the pavement or footpath of the streets to a greater width than three feet from the kerb stone, and, where practicable, shall leave a space of ten feet between the enclosure and the building line of the street; and no such enclosure shall be formed on that portion of Argyle Street which lies between Queen Street on the east and the eastmost side of the bridge, as authorised to be widened by the Caledonian Railway Act, 1887, carrying the Caledonian Railway across Argyle Street on the west; but the Company shall be entitled to enclose an extent greater in length than fifty feet of Argyle Street, so far as that street is crossed by the said bridge; and no enclosure shall, unless with the consent of the Corporation of Glasgow, be kept up for a

Interference
with streets.

A.D. 1888. — longer period than twelve months (other than the enclosures under the said bridge, which may be kept up for a period of two years), under the penalty mentioned in the next following section of this Act; and the Company shall not be entitled to use, for the display of advertisements or notices, the hoardings by which portions of the streets may be so enclosed by them; but the occupiers of shops opposite each enclosure, and on the same side of the street therewith, shall, free of charge, have the exclusive right, subject to the regulation of the city architect, to use the same for advertisements and notices in relation to their businesses; and in the event of any question arising as to the allocation of such advertising spaces, the same shall be disposed of in a summary manner by the city architect, whose decision shall be final.

For restoration of streets.

40. The Company shall restore the portions of the carriageway and footway of any street, road, lane, or footpath, which may be from time to time stopped up by them for traffic for the purposes of the works (other than enclosures made under the provisions of the last preceding section of this Act), within three months from the day upon which such portions shall respectively be so stopped up; and they shall be liable to a penalty, not exceeding ten pounds, for every day after the expiration of the said period, during which such portions respectively shall not be so restored, and such penalty shall be recoverable, with costs, in the court of the sheriff of the county of Lanark, at Glasgow, on summary application by all or any of the proprietors or tenants in that part of the street which is opposite or in the immediate vicinity of the respective portions which shall not be so restored.

For protection of the Corporation of Glasgow, the Tramway Company and the Botanic Institution.

41. For the further protection of the lord provost, magistrates, and council of the city of Glasgow, as a municipal corporation, and as trustees or commissioners acting in execution of the several public and local and personal Acts, by which any powers, jurisdiction, or authorities are conferred on them (in this section called "the Corporation"), and for the protection of the Glasgow Tramway and Omnibus Company, Limited (hereinafter called "the Tramway Company"), the lessees for the time being of the tramways, and the Glasgow Botanic Institution, incorporated by Royal Charter, the following provisions shall have effect and be binding on the Company (that is to say):—

(A) At least fourteen days before the Company commence any works, the execution of which would in any way interfere with or affect any of the roads, streets, lanes footpaths, parks, gardens or public places in the city and royal burgh of Glasgow, or in which the Corporation have interest as after-mentioned, or which would interfere with or affect the sewers or drains

belonging to the Corporation, or which they have the right of using, the Company shall give to the Corporation notice thereof in writing, accompanied by the necessary plans, sections, working drawings and specifications, shewing the manner in which the proposed railways and works are to be executed, and also the means to be employed for protecting the said roads, streets, lanes, footpaths, parks, gardens, public places, sewers and drains, during the operations of the Company, and also the means to be employed for making good any injury or damage to or interference with the said roads, streets, lanes, footpaths, parks, gardens, public places, sewers and drains; which plans, sections, working drawings and specifications shall be subject to the approval of the Corporation, previously to the works of the Company affecting the said roads, streets, lanes, footpaths, parks, gardens, public places, sewers and drains being commenced: Provided always that if the Corporation do not, within fourteen days after service of such notice on them, intimate to the Company their approval or disapproval of the said plans, sections, working drawings and specifications, the Company may thereupon proceed to execute their said works:

- (B) The Company shall not, except as after-mentioned, without the consent of the Corporation, open, or in any way interfere with the surface of Canning Street, Trongate, or Argyle Street, or the pavements or footpaths thereof, for the purpose of the construction of the railways by this Act authorised, unless and until they shall, to the reasonable satisfaction of the Corporation, provide for the free passage of the traffic thereon, by a temporary carriageway and footpath equal in extent to the portion of surface so interfered with; but for the purpose of providing such temporary carriageway they may open the surface of such streets and footpaths, between the hours of nine p.m. and seven a.m. of the next lawful day, except as hereinafter provided with reference to the portions thereof occupied by tramways:
- (c) In every case in which the Company interfere with any street, road, lane, pavement, footpath, or tramway, the Company shall, to the satisfaction of the Corporation—
- (1) Restore the street, road, lane, pavement, footpath, or tramway, so interfered with by the said works, or by subsidence occasioned thereby, to its original level;
 - (2) Cause the street, road, lane, pavement or footpath to be maintained till properly consolidated;
 - (3) Make good the paving and metalling of the street, road, lane, pavement or footpath, and wherever necessary cause the street, road, lane, pavement, or footpath to be re-paved or re-metalled over their entire width;

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(4) Provide and maintain all requisite communications and accesses for foot passengers, to and from the houses and other buildings in the streets, roads, lanes, pavements, foot-paths, or tramways so interfered with, and also a portion sufficient for vehicular traffic of the carriageway of Dalmarnock Road, London Street, and Stobcross Street :

(D) Where any part of the Company's property to be acquired under the powers of this Act is situate adjoining to or fronting any footpath, the Company shall, after the acquisition thereof, at all times maintain the portion of any such footpath in so far as the same is adjoining to or fronting any such property, or is formed across or under any bridge constructed under the powers of this Act, except where the maintenance of such footpath has been or shall hereafter be taken over by the Corporation :

(E) Wherever the railways or works cross, pass under, or otherwise interfere with any of the lines of the tramways of the Corporation, whether within or without the municipal boundary of the city of Glasgow, or those lines or any of them are interfered with by the operations of the Company, the construction of the railways and works, so crossing, passing under, or interfering with any lines of the said tramways, shall be conducted under the supervision and with the approval of the Corporation; and temporary works shall be made for the safe and convenient passage of horses and carriages along and across the streets, and of passengers to and from the foot pavements and carriages; and the Company shall, from time to time, conditionally on their receiving notice of the occurrence as soon as possible after it takes place, indemnify the Corporation, and the Tramway Company, or the lessees for the time being of the tramways, according to their respective rights and interests, for any loss, damage, detention, diversion, injury, loss of traffic, or other interference sustained by them respectively, by reason of the interruption to or interference with their traffic in consequence of the construction of the railways and works, or of the operations of the Company or otherwise, including any compensation to passengers, servants and others, and any damages to plant which the Corporation, the Tramway Company, or the lessees for the time being, may become liable for or incur, in connection with any accident or injury arising from or in any way attributable to the operations of the Company, excepting where such damage or injury shall have been occasioned by the default or neglect of the Corporation, the Tramway Company, or the lessees for the time being, or of their officers, workmen or servants; and upon any claim for such compensation or damage being intimated to the Company, the

Company shall be bound to relieve the Corporation, the Tramway Company, or the lessees for the time being, of such claim, and of all costs and expenses of and incident thereto, excepting as aforesaid; and, except with consent of the Corporation and such lessees, any operation of the Company which would cause such interruption or interference shall be conducted between the hours of twelve p.m. and five a.m. of the next lawful day: Provided always that the Company may, after giving notice to the Tramway Company, and with the consent of the Corporation, extend such interruption or interference to six o'clock a.m., subject to payment of compensation to the Tramway Company for the loss of traffic, if any, occasioned by such extension; and the Company may, with the like consent, and subject to such conditions as the Corporation may prescribe, close Dalmarnock Road for tramway traffic for any period not exceeding two years:

(F) Wherever the railways or works cross, pass under, or otherwise interfere with any of the lines of the tramways of the Corporation, the Company shall, during the space of one year from the restoration of the roadway, maintain and repair the portion of the tramway lines of the Corporation, and of the roadway between and within the rails, and extending eighteen inches outside of the rails so crossed, passed under, or otherwise interfered with; and the Company shall thereafter bear any additional expense in maintaining or renewing the said lines and roadway occasioned by the construction of the railways:

(G) In the event of any part of the public park known as Glasgow Green, and numbered 13, 13, 13, in the city parish of Glasgow, on the deposited plans, being required for the construction of Railway No. 1, or in the event of any part of the public park known as Kelvingrove Park, and numbered 166, 166, 167, in the barony parish of Glasgow, on the deposited plans, being required for the construction of Railway No. 2, the Company shall only be entitled to acquire for that purpose such easement, servitude, right, or other privilege in the portions thereof so required, as will suffice to enable them to construct, maintain and use the said railways with all the powers conferred by this Act; and in the further event of the said railways, or either of them, being constructed within the said parks, or either of them, by open cut, the Company shall be bound to cover the same, and restore the surface in such form as to permit of its being thereafter used for the purposes of the said parks respectively, at the sight and to the satisfaction of the Corporation; and the Company shall be bound, as far as practicable, to so construct the said railways as not to destroy the grown trees within the said

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parks; and, except in so far as may be necessary for the construction of the railways and works, the Company shall not be entitled to enter upon or use any part of the said parks without the consent of the Corporation; and the Company shall, in the event of such consent being obtained, make good all damage done by them, and properly restore the portion of the said parks so interfered with :

(H) Whereas the Corporation have certain rights and interests in the lands known as the Botanic Gardens, the property of the said institution, and numbered 45 to 50 inclusive, in the parish of Govan, on the deposited plans, through which Railway No. 2, hereby authorised will be constructed; and whereas the Corporation and the said institution have required that the said railway shall be so constructed as to interfere as little as may be with the purposes for which the said lands have been used or are held, or with the erections, trees, shrubs, plants and other property on or in the said lands, the Company shall, in the construction of the said railway, be bound to do so in the manner least prejudicial to such purposes, and to the said erections, trees, shrubs, plants, and other property; and, in the event of their forming a station in the said lands at or near the south-east corner thereof, they shall construct the station buildings of such ornamental character as will harmonise with the surroundings thereof, all at the sight and to the satisfaction of the Corporation and of the President of the said institution; and the Company shall only be entitled to acquire, for the purpose of constructing Railway No. 2, so far as shown on the deposited plans as to be constructed in tunnel, such easement, servitude, right, or other privilege, in the portions of the said gardens required for such construction, as will suffice to enable them to construct, maintain and use the said railway with all the powers conferred by this Act; and in the further event of the said tunnel being constructed within the said gardens by open cut, the Company shall be bound to cover the same, and restore the surface in such form as to permit of its being thereafter used for the purposes of the said gardens, at the sight and to the satisfaction of the Corporation and the President of the said institution :

(I) At least two months before the Company commence the station last hereinbefore-mentioned, or any station within the city and royal burgh of Glasgow, the Company shall submit to the Corporation, and, as regards any station to be erected in the Botanic Gardens, also to the President of the said institution, plans, sections and elevations of the booking offices and other buildings and works above ground of the said stations for approval :

(j) The Company shall, from time to time, make all necessary provisions for the ventilation of Railways No. 1 and No. 2 to the satisfaction of the Corporation; and the Company shall not make in any road, street or lane or in any park, garden or public place in which the Corporation have interest as aforesaid, or in the pavements or footways of any road, street or lane, any openings, shafts, or vents for the purpose of ventilating the said railways, except with the consent of the Corporation, and also in the case of the Botanic Gardens with the consent of the President of the said institution, for the admission of fresh air, which consent the Corporation and the said President respectively may at any time recall. Except with such consent, all openings, shafts or vents, to be constructed for the purpose of ventilating the said railways, shall be so constructed as not to discharge between the building lines on the sides of the roads or streets, and so as not to hinder or obstruct the traffic of the roads or streets, and at such elevation and in such manner as not to occasion a nuisance to the public, or to the owners or occupiers of houses or other buildings in any road or street. At least two months before the Company commence any ventilating works in the city of Glasgow they shall, from time to time, give to the Corporation, and in the case of the Botanic Gardens also to the President of the said institution, notice thereof in writing, accompanied by plans, sections, working drawings and specifications, shewing the manner in which such ventilating works are proposed to be executed, which plans, sections, working drawings, and specifications shall be subject to the approval of the Corporation, and in the case of the Botanic Gardens also to the approval of the President of the said institution, previously to the Company commencing any such ventilating works; and, if at any time after such plans, sections, working drawings and specifications have been so approved of, or, if at any time after any such ventilating works have been made, the Corporation, or in the case of the Botanic Gardens the President of the said institution, require alterations to be made therein, or new ventilating works to be made, the Company shall, from time to time, make such alterations or new ventilating works, and shall previously submit new plans, sections, working drawings and specifications to the Corporation, and in the case of the Botanic Gardens also to the President of the said institution; and such altered or new ventilating works shall be made only in accordance with plans, sections, working drawings and specifications to be subject to the approval of the Corporation, and in the case of the Botanic Gardens subject also to the approval of the President of the said institution: Provided always, that neither

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the Corporation nor the said Institution shall underlie any obligation whatever in respect of any ventilating works which may be prescribed or approved of by them or either of them :

- (K) Nothing in this Act contained shall prevent the Corporation at any future time from carrying out any public improvement, or any alterations, developments or extensions of the existing or contemplated works, in connection with any department administered by them, either above or below the level of the railway ; and wherever the same are, or but for the construction of the railway might have been, carried across the railway, the Company shall pay to the Corporation any additional expense the Corporation may reasonably incur or be put to in the carrying out of the same, by reason of the making or maintaining of the railways and works, or by any of the operations of the Company ; nor shall anything in this Act entitle the Company to any compensation for any damage occasioned by such operations of the Corporation, unless such damage shall have been occasioned by the default or neglect of the Corporation :
- (L) Where any of the works to be done under or by virtue of this Act shall or may pass over, under, or by the side of, or so as to interfere with any sewer, drain, watercourse, defence, or work under the jurisdiction or control of the Corporation, or shall or may in any way affect the sewerage or drainage of the district under their control, the Company shall make good any damage which may be done by their operations to any of the sewers, and shall clean out the same should they get silted up, in consequence of any of the operations of the Company during or after the construction of the Company's works, and shall provide, by new, altered or substituted works, including outfall sewers, in such manner as the Corporation may deem necessary (and for the construction of which they shall be bound to afford all reasonable facilities, and communicate their powers so far as necessary) for the proper protection of, and for preventing injury or impediment to the sewers and works hereinbefore referred to, by or by reason of the said intended works or any part thereof, and shall save harmless the Corporation against all and every the expense to be occasioned thereby ; and all such works may be done by or under the direction, superintendence, and control of the Corporation, at the costs, charges and expenses in all respects of the Company ; and all reasonable costs, charges and expenses thereby occasioned shall be paid by the Company on demand ; and if any dispute shall arise as to the amount of such costs, charges and expenses, the same shall be settled as hereinafter provided ; and when any new, altered or substituted works as aforesaid, or any works or defence con-

nected therewith, shall be completed by or at the costs, charges and expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction and control of the Corporation, as any sewers or works now or hereafter may be; and nothing in this Act shall, except as hereinbefore provided, extend to prejudice, diminish, alter or take away any of the rights, powers or authorities vested or to be vested in the Corporation, but all such rights, powers and authorities shall be as valid and effectual as if this Act had not been passed:

- (M) The Company shall pay to the Corporation, or to the said institution, as the case may be, the costs and expenses they may reasonably incur or be put to in superintending the works authorised by this Act, or with reference to any of the matters aforesaid:
- (N) The Company shall, so far as practicable and consistent with the proper carrying out of their undertaking, use coke only for any steam or other engine used by them in the construction of the railways or other works under public streets within the said city and royal burgh of Glasgow, and in the said Botanic Gardens, and otherwise the Company shall be bound to use such engines so as not to be offensive or to cause a nuisance to the neighbourhood:
- (O) The special provisions herein contained for the protection of the Corporation and the Glasgow Botanic Institution shall not be deemed to supersede or dispense with the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845; but these, 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:
- (P) If the Corporation or the President of the said institution and the Company shall differ upon or with reference to any plans, elevations, sections, or other particulars which, under the provisions hereinbefore contained, are to be delivered by the Company to the Corporation or the President of the said institution 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 provisions of this and the two next preceding sections of this Act, every such difference shall, on the application of the Company, or of the Corporation or the President of the said institution, be referred to the determination of an arbitrator, to be mutually agreed upon by the Corporation, and the said President where the said institution is interested, and the Company, before the construction of the

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railway and works hereby authorised are commenced, and failing such agreement as may be appointed, on the requisition of either of them, by the Board of Trade; and such arbitrator shall have power to determine the matter in difference, and the costs of and incidental to the reference shall be paid by the Company. In the event of the death, incapacity, or failure to act of the arbitrator so appointed, and the Corporation, and the said President where the said institution is interested, and the Company failing to agree as to another arbitrator, the Board of Trade shall, as often as occasion requires, appoint another arbitrator, in room and place of the arbitrator previously appointed as aforesaid.

For protection of commissioners of police of Hillhead and Maryhill, and county road trustees of lower ward of Lanark.

42. For the further protection of the commissioners of police of the burgh of Hillhead, the commissioners of police of the burgh of Maryhill, and the county road trustees of the county of the lower ward of Lanark, the following provisions shall have effect and be binding on the Company (that is to say) :—

(A) The following subsections of the next preceding section of this Act, viz., subsections A, C, I, J, K, L, M, N, O and P, shall be applicable to the said commissioners of police and county road trustees respectively, in like manner as they are applicable to the lord provost, magistrates and council of the city of Glasgow, as therein mentioned; and the said commissioners of police and county road trustees shall have the same rights, within the limits of their respective jurisdictions, as by the said subsections are conferred upon the said lord provost, magistrates and council as therein mentioned; and the Company shall be under the same obligations towards the said commissioners of police and county road trustees within their respective jurisdictions, as the Company are by the said subsections placed under towards the said lord provost, magistrates and council as therein mentioned :

(B) The Company shall not, in constructing Railway No. 2, open any part of the roadway or foot pavement of the Great Western Road, between the junction of Great Kelvin Terrace therewith on the east, and the point marked on the deposited plans as one mile four furlongs on the west, unless with consent in writing of the commissioners of police of the burgh of Hillhead, except in so far as necessary for underpinning or otherwise strengthening buildings under the provisions of this Act, and also for the protection, alteration, or repair of gas and water pipes and sewers. In any case in which the Company make any openings in the said road, the said openings shall not exceed one hundred feet in length, and shall be of such width as to

[51 & 52 VICT.] *Glasgow Central Railway Act, 1888.* [Ch. cxciv.]

leave a free roadway of not less than eighteen feet in breadth for vehicular traffic, and shall be subject to the provisions of this Act, with respect to the restoration of streets; and the Company shall not be entitled to use, for the display of advertisements or notices, the hoardings by which portions of the said road may be enclosed by them; but the occupiers of shops opposite each enclosure; and on the same side of the street therewith, shall, free of charge, have the exclusive right, subject to the regulation of the surveyor of the burgh of Hillhead, to use the same for advertisements and notices in regard to their businesses; and in the event of any question arising as to the allocation of such advertising spaces, the same shall be disposed of in a summary manner by the said surveyor, whose decision shall be final:

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- (c) The Company shall not use and occupy or obstruct any foot-pavement in the burgh of Hillhead, or in the county of the lower ward of Lanark, in the course of their operations, unless so far as they require to do so in constructing their stations, or unless such foot pavement is described and the names of the owners, lessees and occupiers thereof are entered in the deposited book of reference, or such owners, lessees and occupiers have consented thereto; and in all such cases they shall at all times leave a free passage for traffic on such foot pavements.

43. 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 section called "the Corporation"), are laid along and across various roads and streets in which the railways and other works by this Act authorised will be constructed, 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):—

Protecting
Glasgow
water and
gas pipes.

- (A) At least fourteen 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

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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 or 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 mains or pipes which may have been laid by the Water Commissioners or by the Corporation under the powers of their existing Acts, together with all scour pipes, air valves, and stop 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 mains or pipes during the operations of the Company, which plans and sections shall be approved of by the engineers of the Water 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 the arbitrator to be appointed in the manner provided in section forty-one of this Act, and subject to the provisions as to costs therein contained:

- (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 disconnected 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 necessary for conveying, supporting, diverting or protecting 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 Water 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, but under deduction of the value of the pipes, connections and valves superseded by the said works; and the Company shall indemnify the Water Commissioners and the Corporation, and save them harmless from and against the consequences of any damage or injury done by the leakage, or bursting, or injuring of the said mains or pipes or any of them, occasioned by the construction of the railways, or otherwise by the works of the Company:
- (G) 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 by them under this section, or consequent on the execution thereof, excepting where such damage or injury shall have been occasioned by the default or neglect of the Water Commissioners or of the Corporation, or of their

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respective agents, officers, workmen or servants; 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, excepting as aforesaid:

- (H) 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 where the same are interfered with by the Company, and in respect of which accident 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:
- (I) 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:
- (J) 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, along or across and within the area of the said streets and roads where the same are occupied 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 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 shewing 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, along or across the works of the Company, 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 the arbitrator to be appointed in the manner provided in section forty-one of this Act, and under the provisions thereof, as aforesaid:

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(K) 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, or to interfere with any of the said mains or pipes, 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, or to provide special protection for the said mains or pipes to the reasonable satisfaction of the engineers of the Water Commissioners or the Corporation:

(L) 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 eighteen to twenty-three both inclusive; but those provisions respectively, except in so far as they may be inconsistent with any of the special provisions herein contained, shall be and remain in full force and effect.

44. The provisions of the last preceding section of this Act shall extend and apply to the Partick, Hillhead and Maryhill Gas Company (Limited), who shall have the same rights against the

For protection of the Partick, Hillhead and

[Ch. cxciv.] *Glasgow Central Railway Act, 1888.* [51 & 52 VICT.]

A.D. 1888. Company as are by the said section conferred upon the lord provost, magistrates and council of the city of Glasgow, acting under the Glasgow Corporation Gas Act, 1869; and the Company shall be under the same obligations towards the said Gas Company, as by the said section they are placed under towards the said lord provost, magistrates and council acting as aforesaid.

For protection of the North British Railway Company.

45. The Company shall construct the railways by this Act authorised, and shall exercise the other powers of this Act so far as interfering with the lines of railway, works, and lands of the North British Company, in accordance with the following provisions and not otherwise (that is to say):—

- (1.) The bridge for carrying the line of railway of the North British Company over Railway No. 2 shall be of a width not less than thirty-three feet, measured on the square, between the parapets, and shall be constructed so that there shall be not less than nine inches in depth of ballast under the sleepers of the North British Company's permanent way; and if that Company shall at any time resolve to lay down two additional lines of rails along their said line of railway, where the same is carried by the said bridge over Railway No. 2 as aforesaid, and shall require the Company to enlarge such bridge, so that the same shall be of a width not less than fifty feet, measured on the square, between the parapets, the Company shall within twelve months after such requisition enlarge such bridge accordingly: Provided always, that if within six months after the Company shall have enlarged such bridge under any such requisition by the North British Company, that Company shall not have laid down the additional lines of rails for which such bridge shall have been so enlarged, that Company shall on demand pay to the Company the expense incurred by them in such enlargement, and the amount of such expense shall in case of difference be determined by arbitration in manner hereinafter provided:
- (2.) Railway No. 2 shall be constructed entirely in tunnel, from the said bridge to be formed under the North British Railway southwards, so far as the said Railway No. 2 passes under the North British Company's Dépôt at Stobcross:
- (3.) The retaining wall between the Caledonian Company's Dépôt, and the lines of the low level sidings at Stobcross belonging jointly to the Caledonian Company and the North British Company, in so far as it may be altered or interfered with under the powers of this Act, shall be maintained by and at the cost of the Company:

- (4.) The said bridge, tunnel, alteration of retaining wall, and all other works which may be constructed by the Company, so far as in any manner interfering with any lines, works, or lands belonging to the North British Company, shall be of such design and materials as shall be approved of by the engineer for the time being of that Company, and shall be constructed and completed under the superintendence and to the reasonable satisfaction in all respects of such engineer, and according to working plans, sections, and specifications to be submitted to and approved of by him previously to the commencement of the works affecting the property of the said Company; and all costs, charges, and expenses incurred to such engineer in relation to the matters aforesaid shall be paid by the Company:
- (5.) The said bridge, tunnel, alteration of retaining wall, and relative works, shall be constructed, maintained, and used, and all other operations connected therewith shall be conducted, in such manner as not to injure or endanger the stability of any of the lines or works, nor to cause any unnecessary interruption, impediment, or inconvenience to the traffic of the North British Company; and if in the construction, maintenance, or use of the said bridge, tunnel, retaining wall, or other works of the Company, any injury be caused to any of the North British Company's lines or works, or any interruption, impediment, or inconvenience be occasioned to their traffic, the Company shall pay all damages arising from or consequent on such injury, interruption, impediment or inconvenience:
- (6.) The Company shall not, without the previous consent of the North British Company under their common seal, enter upon or interfere with any railway, works, or lands belonging to that Company, further or otherwise than is necessary for constructing across and through the said railway, works, and lands, Railways Nos. 2, 4, and 5, as double lines of railway, in manner herein specially provided; and the Company shall not without such consent alter such lines or levels of any of the railways or works of the North British Company, nor take or acquire any of the lands belonging to that Company, or any right therein other than an easement or right of making, maintaining, and using Railways Nos. 2, 4, and 5 across the same, in manner in this section prescribed:
- (7.) The junction between the low level sidings at Stobcross, belonging jointly to the Caledonian Company and the North British Company, and Railway No. 4, shall, notwithstanding anything in this Act, be formed in such manner as shall not cause any unnecessary interruption or inconvenience to the

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traffic of the North British Company using the said low level sidings:

- (8.) If any difference shall at any time arise between the Company and the North British Company, or their engineers, with respect to any of the matters referred to in this section, such difference shall be determined by an engineer to be appointed by the Board of Trade, on the application of either of the said Companies, at the cost of the Company, and the decision of such engineer shall be final and conclusive: Provided always, that if in any case such engineer shall decide that the contention of the North British Company has been unreasonable, that Company shall pay their own costs.

For the protection of the Great Western Road Bridge.

46. Notwithstanding anything contained in this Act, or in the deposited plans or book of reference, the Company shall not be entitled to acquire for their undertaking any of the ground occupied by or situated within forty feet of any portion of the present bridge over the River Kelvin, on the line of the Great Western Road, without the consent in writing of the joint bridge committee vested with the management thereof, or of their successors in the management of the said bridge: Provided (first) that this shall not exclude the Company from acquiring land to the east or west of the said bridge, for constructing stairs or other accesses to their line from the Great Western Road, for which the joint bridge committee or their successors as aforesaid shall be bound to afford all reasonable facilities; and (second) at the termination of two years from the passing of this Act the Company shall be entitled to acquire any ground within the aforesaid distance of forty feet, which may not be then occupied by the structure of the bridge as it at present exists, or as it may be then widened or extended, or be in process of being widened or extended; and, in the event of their acquiring such ground, the Company shall afford from time to time, to the said joint bridge committee, or their successors as aforesaid, all necessary facilities for the reconstruction or repair of the said bridge. In the event of the railway being carried underneath the said bridge, the Company shall be bound to maintain the arch or arches under which the same is so carried.

Saving rights of Her Majesty's Principal Secretary of State for the War Department.

47. And whereas it is necessary that the lands, hereditaments and works belonging to Her Majesty, or vested in Her Majesty's Principal Secretary of State for the War Department, for the public service, should be preserved intact and free from all intrusion or obstruction: Be it therefore enacted, that nothing in this Act contained shall authorize the Company to enter upon, use, or interfere with any land, soil, or water, or any right in respect thereof, vested in or exercised by the said Principal Secretary for the time

[51 & 52 VICT.] *Glasgow Central Railway Act, 1888.* [Ch. cxciv.]

being, or to take away, lessen, prejudice, or alter any of the rights, privileges, or powers vested in or exercised by the said Principal Secretary for the time being, without his previous consent, signified in writing, under his hand, and which consent the said Principal Secretary for the time being is hereby authorised to give, subject to such special or other conditions as he shall see fit to impose on the Company.

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48. In the construction of Railway No. 6 the Company shall not, without the previous consent of the said Principal Secretary of State for the War Department for the time being, signified in writing under his hand, and which consent the said Principal Secretary for the time being is hereby authorised to give, dig or make any part of the cutting for the said railway nearer than fifty feet, measured horizontally, to the boundary wall of the Maryhill Barracks, or to the land immediately subjacent to such wall.

Cutting for Railway No. 6 not to be placed nearer to boundary wall of Maryhill Barracks than fifty feet.

49. For the protection of the trustees of the deceased Robert Cochran, of the Verreville Pottery, Glasgow, the following provisions shall have effect and be binding on the Company (that is to say) :—

For protection of Robert Cochran's trustees.

(A) The Company shall purchase and take the property belonging to the said trustees, situate on the eastern side of Finnieston Street and southern side of Stobcross Street in the city of Glasgow, which lies to the north of the land belonging to these trustees, and now occupied as a pottery by Robert Cochran and Company, as shown on a plan signed as relative hereto; and the compensation to be paid for and in respect of the taking of the said property shall be payable within six months from the passing of this Act, and shall be ascertained, in case of difference, in the manner provided by the Lands Clauses Consolidation (Scotland) Act, 1845, in the case of disputes as to the compensation in respect of land taken compulsorily :

(B) The Company shall form a sufficient access for carts and foot passengers, of not less than twenty feet wide, from Stobcross Street to the north-eastern corner of the said property occupied as a pottery and belonging to the said trustees, upon the land coloured yellow on the said plan; but this provision shall not supersede, except as regards accesses for the said last-named property from Stobcross Street, the right of the said trustees to have such works for the accommodation of the said property executed by the Company, as they may be entitled to under the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845.

50. For the protection of the proprietors of the unfeued lands of Stobcross, and of the houses in Saint Vincent Crescent belonging to

For the protection of the

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proprietors
of Stobeross. them, the following provisions shall have effect, and be binding upon the Company (that is to say) :—

(A) Nothing in this Act contained, or done in pursuance thereof, shall prejudice, abridge or affect the rights of the said proprietors, under and in virtue of the North British Railway (General Powers) Act, 1870, and the agreement set forth in schedule (A) to that Act, the Clyde Navigation (Stobeross Dock) Act, 1870, and the agreement set forth in schedule (B) to that Act, and the Glasgow City and District Railway Act, 1882; all which rights shall continue to apply to the lands therein referred to, to the same extent and effect as if the railways and works by this Act authorised had formed part of the railways and works authorised by those Acts, or any of them; and the extra expense, if any, which may be occasioned in the exercise of those rights, by reason of the construction of the railways and works by this Act authorised, shall be paid by the Company :

(B) In constructing the railways and works by this Act authorised, under the streets and lane numbered respectively on the deposited plans 90, 96 and 99, in the barony parish of Glasgow, the Company shall not alter permanently the line, level, or width thereof.

For the
protection of
John Ewing
Walker's
successors.

51. Nothing in this Act contained shall free or relieve such portions of the lands of Kelvinside, Kirklee and others, belonging or reputed to belong to the trustees for the Kelvinside Estate Company, as may be acquired from them by the Company, from the obligations, real liens, burdens and servitudes, created over the same with reference to the construction of a bridge over the River Kelvin and accesses thereto, contained in a disposition by Eleanor Montgomerie and Elizabeth Montgomerie, both residing in Moffat, and others, surviving trustees for the Kelvinside Estate Company, in favour of John Ewing Walker, coach proprietor in Glasgow, recorded in the division of the general register of sasines applicable to the county of the barony and regality of Glasgow, upon the sixteenth day of October, one thousand eight hundred and sixty-nine, all which obligations, real liens, burdens and servitudes, so far as subsisting, are hereby reserved: Provided always that, in the event of such rights being exercised, the Company shall have all such and the like powers in regard thereto as would have been competent to them had such bridge and accesses existed at the passing of this Act; the Company on the other hand being liable for any additional expense which may be occasioned to the persons in right of such obligations, real liens, burdens and servitudes, in the construction of such bridge and accesses, by reason of the

Company exercising the powers of this Act, the amount of which expense shall, failing agreement, be ascertained in the manner provided by the Lands Clauses Consolidation (Scotland) Act, 1845. A.D. 1888.

52. The Company, in constructing Railway No. 2, shall at least twenty-one days prior to commencing operations ex adverso of the Kelvingrove United Presbyterian Church in Kelvingrove Street, deliver to any engineer to be appointed by the managers of the said church, for the approval of such engineer, plans showing the works proposed to be executed for the construction of the said railway ex adverso of the said church, and of any special works proposed to be executed for the protection of the said church and accessory buildings, together with a specification of the mode in which such works are proposed to be executed, and the manner in which communication for foot passengers to and from the said church is to be provided and maintained during such operations, none of which shall be carried on ex adverso of the said church during the hours of divine service on Sundays; and in the event of any difference of opinion between such engineer and the engineer of the Company as to the sufficiency of such works, or as to the manner of their execution, the same shall be settled in the manner and subject to the conditions provided in the section of this Act with reference to underpinning: Provided always that if the said managers do not, within ten days after being required so to do by letter from the Company, addressed to Matthew S. Lambie, 160, Byres Road, Glasgow, clerk to the said managers, or his successor in office, intimate the name and address of an engineer for the purposes of this section, the Company may thereupon proceed to execute their said works.

For the protection of the Kelvingrove United Presbyterian Church.

53. Subject to the provisions of this Act, and upon lands belonging to the Company or which they may have obtained right to use for that purpose, the Company may make, and shall for ever after maintain, all requisite openings, shafts or vents for the purpose of ventilating the railways; and may for the purposes of such openings, shafts or vents, or for other purposes in the construction of the railways, break up, alter, interfere with and divert all sewers, drains, pipes and other works, and also, subject to the provisions of the Telegraph Act, 1878, any telegraph wires and works connected therewith, which may impede the construction or use of the railways or of the said openings, shafts or vents: Provided that nothing in this section shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electric Lighting Act, 1882, to which the provisions of section fifteen of the said Act apply, except in accordance with and subject to the provisions of that section.

Providing for ventilation of railways.

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Power to enter into agreements for widening streets.

54. Where any lands which the Company may require to purchase for the purposes of the undertaking, but which will not remain necessary parts thereof, can be advantageously used for widening, improving or extending any streets, the Company and the local authorities or other persons having the charge or management of such streets may enter into agreements for such widening, improvement or extension, and the Company and the persons from whom such lands may be acquired may enter into agreements for affording to such persons access to and the right to use such streets.

Land for extraordinary purposes.

55. The Company may take by agreement, for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act, 1845, in addition to the land which they are by this Act authorised to take compulsorily, any quantity of land not exceeding ten acres; but nothing in this Act shall exonerate the Company from any action, indictment, or other proceeding for nuisance, in the event of any nuisance being caused by them upon any land taken under the powers of this section: Provided that no stationary engine, engine house, or machinery, erected or used for the purpose of constructing or working the railway, shall be considered a nuisance, unless the same shall be found to emit smoke or steam beyond what is reasonably necessary for working the machinery for constructing and working the railway.

Period for compulsory purchase of lands.

56. 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.

Deposit money not to be repaid except so far as railways are opened.

57. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act passed in the session of Parliament held in the ninth and tenth years of Her present Majesty, chapter twenty, a sum of sixty-one thousand five hundred and seventy-two pounds eighteen shillings and one penny, equal to five per centum upon the amount of the estimate in respect of the railways and other works authorised by this Act, has been deposited with the Court of Exchequer in Scotland, in respect of the application to Parliament for this Act, which sum is in this Act referred to as the deposit fund: Be it enacted that, notwithstanding anything contained in the said Act, the deposit fund shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them (which persons, survivors or survivor, are or is in this Act referred to as the depositors), unless the Company shall, previously to the expiration of the period limited by this Act for completion of the railways hereby authorised to be made, open the said railways for the public conveyance of passengers: Provided that if within such period as aforesaid the

Company open any portion of the said railways for the public conveyance of passengers, then on the production of a certificate of the Board of Trade, specifying the length of the portion of the said railways opened as aforesaid, and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the said railways so opened bears to the entire length of the said railways hereby authorised, the said court shall, on the application of the depositors or the majority of them, order the said portion of the deposit fund so specified in such certificate as aforesaid to be paid or transferred to them, or as they shall direct; and the certificate of the Board of Trade shall, if signed by the secretary or by an assistant secretary of the said Board, be sufficient evidence of the facts therein certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

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58. If the Company do not, previously to the expiration of the period limited by this Act for the completion of the railways hereby authorised to be made, complete the said railways and open the same for the public conveyance of passengers, then and in every such case the deposit fund, or so much thereof as shall not have been paid to the depositors, 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 any portion 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 deposit fund shall have been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund, 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 said court thinks fit to order, on the application of the Solicitor to 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 said court, if the Company is insolvent and has been ordered to be wound up, or a judicial factor has been appointed, shall wholly or in part be paid or transferred to such judicial factor, or to the liquidator or liquida-

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tors of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the deposit fund shall have been repaid to the depositors, or shall have become otherwise applicable as hereinbefore mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

Period for completion of works.

59. If the railways 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 railways, or otherwise in relation thereto, shall cease, except as to so much thereof as is then completed.

Company may use certain sidings, rails, tramways, depôts and other works.

60. The Company may use the sidings and lines of rails between which and Railway No. 4 and Railway No. 5 they are by this Act authorised to form junctions, and the lines of rails and tramways leading therefrom to the Stobcross Dock, and the depôts, works and conveniences connected therewith respectively, upon such terms and conditions as may have been or may be agreed upon between the Company on the one hand, and the Caledonian Company, the North British Railway Company, and the Trustees of the Clyde Navigation, or such one or more of those parties as are the owners of the said lines of rails, tramways, depôts, works and conveniences respectively on the other hand, or, as respects such portions thereof as belong to or are under the control of the Caledonian Company, upon such terms and conditions as shall be fixed by arbitration under the Railway Companies Arbitration Act, 1859.

Power to enter into agreements with Clyde Trustees.

61. Subject to the provisions of the Clyde Navigation (Stobcross Dock) Act, 1870, the Company and all companies and persons lawfully working or using the railway on the one part, and the Trustees of the Clyde Navigation on the other part, may from time to time enter into and carry into effect agreements with each other, with respect to the use of any of the lines of rails, sidings, depôts, works, and conveniences belonging to them respectively, or which they have respectively right to use, and with respect to the receipt and delivery of traffic from and to their respective undertakings, and with respect to the tolls, rates and charges to be levied in respect thereof.

Power to enter into working agreements with Caledonian Railway Company.

62. The Company on the one hand and the Caledonian Company on the other hand may, subject to the provisions of Part III. of the Railways Clauses Act, 1863, as amended or varied by the Regulation of Railways Act, 1873, from time to time enter into agreements with respect to the following purposes, or any of them (that is to say):—

The working, use, management and maintenance of the railways, or any part thereof;

The supply, under any agreement for the railways being worked and used by the Caledonian Company, of rolling stock and machinery necessary for the purposes of such agreement, and the appointment and removal of officers and servants for the purposes of the traffic of the railways, or any part thereof; .A.D. 1888.

The payments to be made and the conditions to be performed with respect to such working, use, management, maintenance and supply as aforesaid;

The interchange, accommodation, conveyance and delivery of traffic passing over or using the railways of the contracting Companies, and the levying, fixing, collecting and apportionment of the tolls and revenue arising from such traffic.

63. If any such agreement be entered into, and so long as the same shall be in operation, the railways of the Company and of the Caledonian Company shall, for the purposes of short distance tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways and partly on the railways of the Caledonian Company for a less distance than three miles, tolls and charges may only be charged as for three miles, and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only, and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only, and no other short distance charge shall be made for the conveyance of passengers, animals or goods, partly on the railways and partly on the railways of the Caledonian Company. Tolls on traffic conveyed on railways worked continuously.

64. The Company may demand and take, in respect of the use of the railways, any tolls not exceeding the following sums (that is to say):— Tolls.

In respect of passengers and animals conveyed on the railways—

For every person two pence per mile; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum of one penny per mile; For passengers.

For every horse, mule, ass, or other beast of draught or burden, five pence per mile; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum of two pence per mile; For animals.

For one ox, cow, bull or head of neat cattle, three pence per mile; for two oxen, cows, bulls or neat cattle, the property of the same person, two pence per head per mile; and for more than two oxen, cows, bulls or neat cattle, the property of the same person, one penny halfpenny per head per mile; and if conveyed in or upon a carriage belonging to or pro-

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vided by the Company, an additional sum of one penny per mile;

For every calf, pig, sheep, lamb, or other small animal, one penny halfpenny per mile; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum of one halfpenny per mile:

For goods.

In respect of goods conveyed on the railways—

For all coal, dung, compost, manure (except guano and artificial manures), lime, limestone, and all undressed materials for the repair of public roads or highways, per ton per mile two pence; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum per ton per mile of one penny;

For all coke, culm, charcoal, cinders, stones for building, pitching and paving, bricks, tiles, slates, clay, sand, ironstone, iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron, and iron castings not manufactured into utensils or other articles of merchandise, per ton per mile two pence halfpenny; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum per ton per mile of one halfpenny;

For all sugar, grain, corn, flour, hides, dyewood, earthenware, guano, artificial manures, timber, staves, deals and metals (except iron), nails, anvils, vices and chains, per ton per mile threepence; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum per ton per mile of one penny halfpenny;

For all cotton and other wools, drugs, manufactured goods, fish, and other wares, merchandise, articles, matters and things (except small parcels and single articles of great weight as hereinafter defined), per ton per mile four pence; and if conveyed in or upon a carriage belonging to or provided by the Company, an additional sum per ton per mile of two pence;

For every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, if conveyed on a truck or platform belonging to or provided by the Company, six pence per mile, and one penny halfpenny per mile for every additional quarter of a ton, or fractional part of a quarter of a ton, which any such carriage may weigh.

Tolls for propelling power.

65. The toll which the Company may demand and take for the use of engines for propelling carriages on the railways, shall not exceed one penny per mile for each passenger or animal, or for each

ton of goods, in addition to the several other tolls or sums by this Act authorised to be taken. A.D. 1888.

66. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say) :— Regulations as to tolls and charges.

For all passengers, animals, or goods conveyed on the railways for a less distance than three miles, the Company may demand tolls and charges as for three miles; Short distances..

For a fraction of a mile beyond three miles, or beyond any greater number of miles, the Company may demand tolls and charges as for one mile; Fractional parts of a mile.

For a fraction of a ton the Company may demand tolls and charges according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton, such fraction shall be deemed a quarter of a ton; Fractional parts of a ton.

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight; General weight.

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

67. With respect to small parcels, not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding anything contained in this Act, the Company may demand and take any tolls not exceeding the following (that is to say) :— Tolls for small parcels and articles of great weight..

For the carriage of small parcels on the railways—

For any parcel not exceeding seven pounds in weight, three pence;

For any parcel exceeding seven pounds, but not exceeding fourteen pounds in weight, five pence;

For any parcel exceeding fourteen pounds, but not exceeding twenty-eight pounds in weight, seven pence;

For any parcel exceeding twenty-eight pounds, but not exceeding fifty-six pounds in weight, nine pence;

And for any parcel exceeding fifty-six pounds in weight, such sum as the Company think fit:

Provided always that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but that term shall apply only to single parcels in separate packages:

For the carriage of single articles of great weight on the railways—

For any boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or other single article, the weight

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of which, including the carriage, shall not exceed four tons, the Company may demand such sum as they think fit, not exceeding four pence per ton per mile, and if the weight shall exceed four tons but shall not exceed eight tons, the Company may demand such sum as they think fit, not exceeding six pence per ton per mile;

For any light piece of machinery, or other article requiring a whole truck or more than one truck, the Company may demand six pence per truck per mile;

For any single piece of timber, stone, machinery, or other single article, the weight of which with the carriage shall exceed eight tons, the Company may demand such sum as they think fit.

Maximum
rates for
passengers.

68. The maximum rates of charge to be made by the Company for the conveyance of passengers on the railways, including the tolls for the use of the railways, and for carriages and locomotive power, and every other expense incidental to such conveyance, shall not exceed the following sums (that is to say):—

For every passenger conveyed in a first-class carriage, three pence per mile;

For every passenger conveyed in a second-class carriage, two pence per mile;

For every passenger conveyed in a third-class carriage, one penny halfpenny per mile.

Maximum
rates for
animals and
goods.

69. The maximum rates of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railways, including the tolls for the use of the railways, and for waggons or trucks, and locomotive power, and every other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the business or duty of a carrier, where any such service is performed by the Company), shall not exceed the following sums (that is to say):—

For every horse, mule, ass or other beast of draught or burden, per mile four pence;

For one ox, cow, bull, or head of neat cattle, per mile three pence; and for two or three oxen, cows, bulls or neat cattle, the property of the same person, per head per mile two pence; and for more than three oxen, cows, bulls or neat cattle, the property of the same person, per head per mile one penny halfpenny;

For every calf, pig, sheep, lamb, or other small animal, per mile one penny halfpenny;

For coal, and the other articles hereinbefore classed therewith, if conveyed on the railways for any distance not exceeding three miles, two pence per ton per mile; and if conveyed thereon for any distance exceeding three miles, two pence per ton per mile for the first three miles, and one penny halfpenny per ton per mile for each additional mile;

For coke, and the other articles hereinbefore classed therewith, if conveyed on the railways for any distance not exceeding three miles, two pence halfpenny per ton per mile; and if conveyed thereon for any distance exceeding three miles, two pence halfpenny per ton per mile for the first three miles, and one penny halfpenny per ton per mile for each additional mile; but if any truck in which such coal or other articles are conveyed is not loaded to the extent of four tons at the least, the Company may charge three pence per ton per mile for the entire distance travelled;

For sugar, and the other articles hereinbefore classed therewith, per ton per mile three pence;

For cotton, and the other articles hereinbefore classed therewith, per ton per mile four pence;

And for every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform, per mile six pence, and if weighing more than one ton, not exceeding one penny halfpenny per mile for every quarter of a ton or fractional part of a quarter of a ton.

70. Every passenger travelling upon the railways may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof. Passengers' luggage.

71. In addition to the tolls, rates and charges hereinbefore mentioned, the Company may demand and take a reasonable sum for the use of any warehouse, wharf, basin or depôt belonging to them. Charges for extra services.

72. The Company may demand and take, for the use of any cranes or weighing machines erected by them, of and from the owner or person having charge of any goods, articles or things loaded or unloaded or weighed by means of the same, such reasonable charges as may, from time to time, be fixed by the Company. Charges for cranes and weighing machines.

73. No station shall be considered a terminal station, in regard to any goods conveyed on the railways, unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat or therefrom to the consignee. Terminal station.

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Foregoing charges not to apply to special trains.

74. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railways.

Company may take increased charges by agreement.

75. Nothing in this Act shall prevent the Company from taking any increased charges, over and above the charges by this Act limited, for the conveyance of animals or goods of any description, by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains.

Company not bound to carry manure.

76. Nothing contained in this Act shall make it compulsory on the Company to carry on the railways any nightsoil, dung, or other offensive matter.

Classification table to be open to inspection, and copies to be sold.

77. The book, tables or other document in use for the time being, containing the general classification of goods carried by goods or merchandise trains on the railways, shall during all reasonable hours be open to the inspection of any person, without the payment of any fee, at every station at which goods or merchandise are received for transmission, and such book, tables or other document as annually revised shall be kept on sale at all the principal offices of the Company, at a price not exceeding one shilling. The Company shall further, within one week after application in writing made to the secretary of the Company, by any person interested in the carriage of any goods which have been or are intended to be carried over the railways, render an account to the person so applying, in which the charge made or claimed by the Company for the carriage of such goods shall be divided, and the charge for conveyance over the railways shall be distinguished from the terminal charges, if any, and if any terminal charge is included in such account, the nature and details of the terminal expenses in respect of which it is made shall be specified. If the Company fail to comply with the provisions of this section, they shall for each offence, and in the case of a continuing offence for every day during which the offence continues, be liable to a penalty not exceeding five pounds, which penalty shall be recovered and applied in the same manner as penalties imposed by the Regulation of Railways Act, 1873, section fourteen.

Terminal charges, if any, to be specified on application.

Penalty.

Confirming agreement with Caledonian Rail-

78. The agreement, entered into between the Caledonian Company of the first part, and the original promoters of the Glasgow Central Railway of the second part, dated the first, second, third,

fourth, eighth and tenth days of May, one thousand eight hundred and eighty-eight, which is set forth in the schedule (B) to this Act annexed, is hereby sanctioned and confirmed, and shall be obligatory upon the Caledonian Company on the one part, and upon the Company as coming in place of the said original promoters on the other part.

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—
way Com-
pany.

79. The agreement, entered into between the trustees of the Clyde Navigation of the first part and the promoters of the Glasgow Central Railway of the second part, dated the seventh and eighth days of June, one thousand eight hundred and eighty-eight, which is set forth in the schedule (C) to this Act annexed, is hereby sanctioned and confirmed, and shall be obligatory upon the said trustees on the one part, and upon the Company as coming in place of the said promoters on the other part.

Confirming
agreement
with Clyde
Trustees.

80. The agreement, entered into between the joint bridge committee appointed by the Board of Police of the city of Glasgow, the Commissioners of Police of the burgh of Hillhead, and the Commissioners of Police of the burgh of Partick, for the management of the bridge over the River Kelvin, on the line of Woodlands Road, of the first part, and the promoters of the Glasgow Central Railway of the second part, dated the third, fourth, sixth, and eleventh days of July, one thousand eight hundred and eighty-eight, which is set forth in the schedule (D) to this Act annexed, is hereby sanctioned and confirmed, and shall be obligatory upon the said joint bridge committee on the one part, and upon the Company as coming in place of the said promoters on the other part.

Confirming
agreement
with joint
bridge com-
mittee of
Woodlands
Road Bridge.

81. No interest or dividend shall be paid, out of any share or loan capital which the Company are by this Act authorised to raise, 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.

Interest not
to be paid on
calls paid up.

82. 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.

83. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to rail-

Provision as
to general

[Ch. cxciv.] *Glasgow Central Railway Act, 1888.* [51 & 52 VICT.]

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railway
Acts. ways, 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.

Costs of Act. **84.** 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.

SCHEDULES referred to in the preceding Act.

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SCHEDULE (A).

LANDS, BUILDINGS AND MANUFACTORIES, OF WHICH PORTIONS MAY BE
TAKEN WITHOUT TAKING THE WHOLE.

Parishes.	Nos. on Deposited Plans.
RAILWAY No. 1.	
Calton -	29 to 47 inclusive, 49, 50, 51, 60, and 61.
City of Glasgow -	1, 6, 15, and 18 to 27c inclusive.
Barony of Glasgow -	16 to 36 inclusive, and 43 to 46 inclusive.
RAILWAY No. 2.	
Barony of Glasgow -	53 to 58 inclusive, 61 to 85 inclusive, 88, 89, 99, 100, 102 to 113 inclusive, and 170 to 207 inclusive.
Govan -	4 to 16 inclusive, 20 to 28 inclusive, 32, 33, 34, 38, 40, 41, and 45 to 84 inclusive.
RAILWAY No. 3.	
Govan -	78 to 81 inclusive.
Maryhill -	7 to 15 inclusive, 23, 24, 25, 33 to 39 inclusive, and 43 to 47 inclusive.
RAILWAY No. 4.	
Barony of Glasgow -	53 to 58 inclusive, 61 to 85 inclusive, 88, and 89.
RAILWAY No. 5.	
Barony of Glasgow -	76 to 85 inclusive, and 88 to 90 inclusive.
RAILWAY No. 6.	
Govan -	48 to 68 inclusive, and 105.
Maryhill -	52, 53, 54, 56 to 64 inclusive, and 73.
ROAD.	
Maryhill -	14, 15, 23, 24, and 25.

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SCHEDULE (B).

AGREEMENT between the Caledonian Railway Company of the first part, and the promoters of the Glasgow Central Railway of the second part.

WHEREAS the second party are promoting a Bill in the present session of Parliament for authority to incorporate a company to make and maintain the following railways and road in the city of Glasgow and county of Lanark, to wit:—

- (1.) A railway (in the Bill called "Railway No. 1"), three miles two furlongs two chains and eighteen yards or thereabouts in length, commencing by a junction with the Dalmarnock Branch of the Caledonian Railway at a point in the parish of Calton, twenty yards or thereabouts northward from the northern end of the central girder of the northmost span of the viaduct carrying that branch over the River Clyde, and terminating at a point in the barony parish of Glasgow, thirty yards or thereabouts westward from the north-western corner of the buildings at the crossing of Elliot Street and Stobcross Street;
- (2.) A railway (in the Bill called "Railway No. 2"), two miles one furlong one chain and fourteen yards or thereabouts in length, commencing at the point of termination of Railway No. 1 and terminating at a point in the parish of Govan, two hundred and seventy yards or thereabouts northward from the south-western corner of the southmost house in the terrace of houses known as Kirklee Gardens;
- (3.) A railway (in the Bill called "Railway No. 3") four furlongs five chains and nineteen yards or thereabouts in length, commencing at the point of termination of Railway No. 2 and terminating at a point in the parish of Maryhill, sixty yards or thereabouts north-westward from the centre of the eastmost span of the aqueduct carrying the Forth and Clyde navigation over the River Kelvin;
- (4.) A railway, wholly in the barony parish of Glasgow (in the Bill called "Railway No. 4"), one furlong five chains and twenty yards or thereabouts in length, commencing at the point of termination of Railway No. 1, and terminating by a junction with the sidings of the low level joint depôt of the Caledonian and North British Railway Companies at Stobcross, at a point sixty yards or thereabouts southward from the south-western corner of the brass foundry of Messrs. J. & W. Young, Galbraith Street, Stobcross;
- (5.) A railway, wholly in the barony parish of Glasgow (in the Bill called "Railway No. 5"), three furlongs one chain and eighteen yards or thereabouts in length, commencing by a junction with Railway No. 4, at a point sixty yards or thereabouts westward from the north-western corner at the crossing of Finnieston Street and Stobcross Street, and terminating by a junction with the lines of rails in the Caledonian Railway Company's depôt

at Stobcross, at a point three hundred and eighty yards or thereabouts eastward from the centre of the bridge carrying the Stobcross branch of the North British Railway over Sandyford Street ;

(6.) A railway (in the Bill called " Railway No. 6 "), four furlongs one chain and fourteen yards or thereabouts in length, commencing by a junction with Railway No. 2, at a point in the parish of Govan, forty-five yards or thereabouts south-westward from the centre of the footbridge over the River Kelvin, near the Three-Tree Well, and terminating at a point in the parish of Maryhill, eleven yards or thereabouts south-eastward from the eastmost corner of the boundary wall of Maryhill Barracks ;

(7.) A road, wholly in the parish of Maryhill, commencing at the highway leading from Glasgow to Maryhill, at a point ninety-five yards or thereabouts south-eastward from the junction of Kelvin Street with the said highway, and terminating at a point one hundred yards or thereabouts south-eastward from the centre of the eastmost span of the aqueduct carrying the Forth and Clyde Navigation over the River Kelvin.

The parties hereto agree as follows :—

First.—The second party shall make, construct and complete, as a first-class double line of railway, the several railways above described, or such of them, or such parts thereof, as shall be authorised by the said Bill as passed by Parliament ; and shall also, before the same are opened for traffic, construct or provide all necessary stations, station accesses (including the road above described), elevators, hydraulic machinery and appliances, goods sheds, engine sheds, water tanks, sidings, loading banks, turning tables, cranes at stations, weighing machines, stationary signals connected and interlocked with the point handle levers and concentrated in signal cabins, all on the most improved system, wires, speaking telegraphic or telephonic apparatus, apparatus for working the trains on the most improved block system, and all other furnishings and conveniences required for efficiently and economically working and carrying on the traffic of the said railways (which several railways, works, and conveniences are all comprehended in the expression " the railway," as hereinafter used); all in a good, sufficient, substantial, and workmanlike manner, and to the satisfaction of the engineer of the first party for the time being ; or in case of any difference of opinion between him and the engineer or engineers of the second party respecting the same, to the satisfaction of a competent neutral engineer to be named by the Board of Trade on the application of either party.

Second.—Upon the construction, completion, and opening by the sanction of the Board of Trade of " the railway," and each part thereof, the first party shall, in perpetuity (but subject to the provision in article thirteenth hereof), work and manage the traffic upon, and maintain the same, and shall provide the locomotive power, rolling stock, and plant of every kind (except the furnishings and conveniences to be provided by the second party, as mentioned in article first hereof) necessary for working the traffic of the same : (1) as from the date of the opening thereof for passenger traffic, by authority of the Board of Trade, as regards the working and management : and (2) as from twelve months thereafter as regards maintenance. The first party shall work and manage " the railway " in a proper, safe, and efficient manner, and so as fairly

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Third.—The first party shall have the power, save as hereinafter mentioned in this article, of selecting, appointing, suspending, and dismissing all officers, agents, book-keepers, booking and other clerks, servants, enginemen, guards, signalmen, porters, carters, surfacemen, and all others employed on and connected with "the railway," or required for keeping in their general office the accounts connected with the traffic of the same, or employed in superintending, or directing, or actually engaged in conducting the said traffic; and the said officers, agents, servants, and others above mentioned shall be paid by the first party, and shall be exclusively under their control; and the second party shall have the selection, appointment, and control of, and shall pay the secretary, treasurer, and other officers usually engaged and required by them in the management of the capital, financial, and directorial departments of their undertaking.

Fourth.—The gross revenues of the second party shall consist of and include (1) all receipts in respect of local traffic (that is to say, traffic which shall both arise and terminate on "the railway,") after deduction of the expense of cartage of goods, and the expense of the collection and delivery of parcels, fish, and other traffic: (2) a mileage proportion of all receipts arising from through traffic (that is to say, traffic which passes over "the railway," or any part thereof, and which likewise passes over the railways of the first party, or of any other Company, or any part thereof) corresponding to the distance for which such traffic is carried over the said several railways respectively, after deduction from such receipts of the terminals on such traffic (which shall belong and be paid to the Companies respectively entitled thereto), and the expense of cartage, collection, and delivery when included in the through rate and not in such terminals, nor separately charged for: (3) the terminals belonging to the second party in respect of such through traffic, after deduction of the expense of the cartage of goods and the expense of the collection and delivery of parcels, fish, and other traffic: and (4) rents for the use of any property of the second party (including refreshment rooms, bookstalls, advertising, and depôt ground), and all other revenues of the second party, except transfer fees. The first party shall collect the said gross revenues, and shall be entitled to retain fifty per centum thereof as their remuneration for maintaining "the railway" and working and managing the traffic thereon, and collecting the said revenues, and shall pay over the balance to or for behoof of the second party in manner hereinafter provided.

Fifth.—Out of the said balance the second party shall pay (1) Government duty: (2) all feu-duties, ground annuals, rents, and other periodical or annual payments, if any, payable in respect of any lands acquired and held on lease by them: (3) all compensation to tenants, if any, in respect of any lands acquired or injuriously affected by them so far as not chargeable against the capital of the second party: (4) all rates, taxes, and public and local burdens of every kind payable in respect of "the railway": (5) all interest upon money borrowed by the second party in exercise of their statutory powers, whether upon mortgage, debenture stock or otherwise: and (6) the reasonable expense of the directorial

and financial management of the business of the second party, including salaries of secretary, treasurer and other officers who may be employed by them in those departments, and such other charges and expenses as may be reasonably incurred on behalf of the second party.

Sixth.—In the event of the revenues accruing to the second party, after the opening for passenger traffic of “the railway” or any part thereof, under the provisions of this agreement, being in any year ending on the thirty-first day of January insufficient, after defraying the payments referred to in article fifth hereof, and the interest on the statutory mortgage debt and debenture stock of the second party at the time, to yield a dividend to the shareholders of the second party for that year at the rate of three per cent. on their share capital, so far as paid up, the first party shall pay to the second party, in the month of April next following the termination of the year in which such deficiency shall arise, such a sum as shall be sufficient to make up the said rate of dividend for the whole year ending on the thirty-first January immediately preceding; and the first party shall further pay to the second party interest at the rate of three per cent. per annum on the respective sums paid up by their shareholders, from the respective dates of payment thereof until the opening of “the railway,” or any part thereof, for passenger traffic as aforesaid.

Seventh.—Returns of all traffic falling within this agreement, in so far as the second party are interested therein, shall be rendered by the first party to the second party monthly; and the second party may, at their own expense, employ officials to check the same, and to see that the traffic is duly accounted for. The revenues due to the second party shall be paid over monthly to them, or their treasurer or secretary, or such banker or other persons as they shall direct and appoint.

Eighth.—The first party shall give the second party the usual facilities for constructing “the railway” at the junction of the said Railway No. 1 with the first party’s railway, and, in so far as they can do so, at the junction of “the railway” with the sidings and lines of rails at Stobcross, and for constructing the proposed station and railway subjacent and adjacent to the Central Station at Argyle Street. The second party shall pay for any damage caused to the first party’s properties, not including interruption to traffic; and shall pay compensation for all properties taken. The second party shall not take the property at and adjacent to the said junctions, and at the Central Station, but shall receive from the first party an easement or servitude for making and maintaining thereon the said junctions and station in so far as the first party can competently give such easement or servitude. In constructing “the railway” and other works referred to in this article, the second party shall interfere as little as possible with the first party’s railways, stations, station appurtenances, sidings, and lines of rails, and traffic thereof; and shall restore the said railways, stations, station appurtenances, sidings and lines of rails, as nearly as possible to the same or as good a state as they were in before the commencement of their operations; and if any difference shall arise between the first and second parties with respect to any such interference or restoration, the same shall be determined by an engineer to be appointed by the Board of Trade on the application of either of the parties; and such engineer shall have power to determine all questions of costs connected therewith.

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Ninth.—A joint committee, consisting of three directors to be appointed by the board of directors of the first party and three directors to be appointed by the board of directors of the intended Company, shall fix and regulate the rates and fares for local traffic. The chairman of the committee to be appointed by the board of directors of the intended Company; but not to have a casting vote. The said rates and fares to be so fixed as best to develop the traffic; and in the event of any difference arising between the said sections of the committee, the same to be determined by arbitration.

Tenth.—Should any portion of the share capital of the Company to be incorporated by the said Bill be unsubscribed or unissued on the first day of November next after the Royal Assent has been given to the said Bill, the first party shall, subject to their obtaining parliamentary authority to that effect as hereinafter mentioned, subscribe and take up the capital so unsubscribed or unissued; and they shall, in the then next session of Parliament, make any application to Parliament that may be necessary for enabling them to take up and pay for the capital to be subscribed and taken up under the provisions of this article of agreement.

Eleventh.—The first party may, at any time within seven years from the passing by Royal Assent of the said Bill, upon obtaining the necessary powers from Parliament (to which the second party shall be bound to consent, and which they shall, subject to the provisions of article sixth hereof, take all necessary steps to enable the first party to obtain), acquire the whole undertaking of the second party as on the thirty-first day of January in any of the said seven years, on payment of the whole share capital, so far as subscribed and paid up, at par, and relieving the second party of the whole loan capital issued by them.

Twelfth.—The second party shall not, without first having obtained the consent of the first party under their common seal, enter into any arrangement or agreement with any other railway company or companies, or any person or persons other than the first party, for the sale, lease, working or use of "the railway," or any part thereof, or for the conveyance of traffic thereon.

Thirteenth.—This Agreement shall be in perpetuity, subject nevertheless to the unconditional determination thereof by the second party, so far as respects the provisions relating to the working, management and maintenance of "the railway," at the end of ten years from the passing of the Act confirming this Agreement, upon one year's previous notice in writing by the second party to the first party; and upon such determination the guarantee of dividend contained in article sixth hereof shall cease and determine.

Fourteenth.—This Agreement is made subject to such alterations as Parliament may see fit to make thereon, and shall be scheduled to and confirmed by the Bill of the second party authorising the construction of "the railway." Should any alteration be made on this Agreement by Parliament which, in the opinion of Herbert Clifford Saunders, Esquire, Q.C., whom failing, of Richard Burdon Haldane, Esquire, M.P., barrister-at-law, is material, either of the parties may withdraw therefrom.

Fifteenth.—All questions which may arise between the parties hereto in relation to this Agreement, or to the import or meaning thereof, or to the

carrying out of the same, except in so far as otherwise provided in article eighth hereof, shall be referred to arbitration, under and in terms of the Railway Companies Arbitration Act, 1859.

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Sixteenth.—Upon the passing of the said Bill, and upon the seal of the Company to be thereby incorporated being affixed to a copy of this Agreement, all personal liability in reference thereto—on the part of the individual promoters—shall be at an end; and the said Company shall thereupon become and be the second party to this Agreement.

IN WITNESS WHEREOF these presents, printed on this and the five preceding pages, are executed by the parties hereto in duplicate, as follows, viz., they are sealed with the common or corporate seal of the said Caledonian Railway Company, and subscribed by Archibald Gibson, secretary of the said Caledonian Railway Company, for and on behalf of that Company, at Glasgow, the second day of May, in the year one thousand eight hundred and eighty-eight, before these witnesses, Robert Gibb and John Johnstone Haining, both clerks to the said Caledonian Railway Company, in their secretary's office in Glasgow; and they are subscribed by the said promoters as follows, viz., by Archibald Russell, 68, Great Clyde Street, Glasgow, coal owner, George Browne, 16, Bothwell Street, Glasgow, ship owner, James Brown Fleming, 241, Saint Vincent Street, Glasgow, writer, Joshua Heywood Collins, Kelvindale Paper Works, Maryhill, paper manufacturer, James Neilson, 172, West George Street, Glasgow, iron master, John Cuninghame, 127, Saint Vincent Street, Glasgow, iron master, and Hugh Brown, 9, Clairmont Gardens, Glasgow, merchant, all at London, the first day of said month of May, and year last mentioned, before these witnesses, John Stirling Nisbet, clerk to the said Caledonian Railway Company in their Solicitor's Office in Glasgow, and John Macmillan Robertson, Junior, clerk to J. M. and J. H. Robertson, writers, Glasgow; by Ralph Moore, 13, Clairmont Gardens, Glasgow, Her Majesty's Inspector of Mines for the Eastern District of Scotland, at Glasgow, the second day of said month of May and year last mentioned, before these witnesses, Alexander Calder Martin, clerk to the said J. M. and J. H. Robertson, and Katie Hay, housemaid in the employment of the said Ralph Moore; by Robert Miller, merchant, Glasgow, at Glasgow, the said second day of May and year last mentioned, before these witnesses, George Smart, cashier to James Miller, Son & Co., merchants, Glasgow, and the said Alexander Calder Martin; by James Brown Smith, 11, Dixon Street, Glasgow, iron founder, at Glasgow, the third day of said month of May and year last mentioned, before these witnesses, James Logan, cashier to Smith & Wellstood, Limited, iron founders, Glasgow, and the said Alexander Calder Martin; by Andrew Sclanders Nelson, 18A, Renfield Street Glasgow, engineer, at Glasgow, the fourth day of said month of May and year last mentioned, before these witnesses, Bruce Robertson, clerk to Andrew S. Nelson & Co., railway contractors, Glasgow, and the said Alexander Calder Martin; by James Hamilton, coal owner, Glasgow, at Bridge of Allan, the said fourth day of May and year last mentioned, before these witnesses, John Carmichael, hotel proprietor, Bridge of Allan, and John William Hamilton, coal master, residing at Parkview, Howieshill, Cambuslang; by James Clark Buntin, Monzie Castle, Perthshire, iron founder, at Monzie Castle aforesaid, on the eighth day of said

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month of May and year last mentioned, before these witnesses Adam Stairmand and Andrew Thomson, footmen in the employment of the said James Clark Buntin; and by William Anderson Donaldson, 26, Renfield Street, Glasgow, iron merchant, John Wilson, 69, Great Clyde Street, Glasgow, coal owner, and William Wallace Hozier, Mauldslie Castle, Carluke, Lieutenant-Colonel, all at London, the tenth day of said month of May and year last mentioned, before these witnesses William More, clerk to the said Caledonian Railway Company in their solicitor's office in Glasgow, and the said John Stirling Nisbet; the testing clause after the words "In witness whereof" being written by the said John Macmillan Robertson, Junior.



ROBERT GIBB, Witness.
J. J. HAINING, Witness.
ALEX. C. MARTIN, Witness.
KATIE HAY, Witness.
ALEX. C. MARTIN, Witness.
GEO. SMART, Witness.
ALEX. C. MARTIN, Witness.
JAMES LOGAN, Witness.
ALEX. C. MARTIN, Witness.
BRUCE ROBERTON, Witness.
JOHN CARMICHAEL, Witness.
JOHN WM. HAMILTON, Witness.
ADAM STAIRMAND, Witness.
ANDREW THOMSON, Witness.
JNO. S. NISBET, Witness.
J. M. ROBERTSON, Jr., Witness.
WM. MORE, Witness.
JNO. S. NISBET, Witness.

ARCH. GIBSON, Secy.
WILLIAM W. HOZIER.
RALPH MOORE.
ROBERT MILLER.
JOHN WILSON.
JAS. B. SMITH.
ANDREW S. NELSON.
JAMES HAMILTON.
JAMES C. BUNTEN.
WM. A. DONALDSON.
GEORGE BROWNE.
J. B. FLEMING.
J. H. COLLINS.
JAS. NEILSON.
JOHN CUNINGHAME.
ARCHD. RUSSELL.
HUGH BROWN.

SCHEDULE (C).

A.D. 1888.

MEMORANDUM OF AGREEMENT between the Trustees of the Clyde Navigation, incorporated by the Clyde Navigation Consolidation Act, 1858 (hereinafter called the "Clyde Trustees"), of the first part, and Archibald Russell, 68 Great Clyde Street, Glasgow, Coalowner, James Neilson, 172 West George Street, Glasgow, Ironmaster, John Cuninghame, 127 Saint Vincent Street, Glasgow, Ironmaster, Joshua Heywood Collins, Kelvindale Paper Works, Maryhill, Paper Manufacturer, George Browne, 16 Bothwell Street, Glasgow, Shipowner, and James Brown Fleming, 241 Saint Vincent Street, Glasgow, Writer, authorised by themselves and the other Promoters of the Glasgow Central Railway to enter into this Agreement (hereinafter called "the Promoters") of the second part.

WITNESSETH, that whereas the promoters have this session introduced a Bill into Parliament entitled "A Bill to authorise the construction of Railways from the Dalarnock Branch of the Caledonian Railway to Maryhill, with branches to the railway depôts at Stobcross, and other works in connection therewith, and for other purposes," by which Bill it is proposed to incorporate a Company, and to authorise the Company to be incorporated by the Bill (hereinafter called "the Company") to make and maintain inter alia the railways described in clause six of the said Bill (hereinafter called "the railway"):

Whereas under the powers of the said Bill certain portions of the estates of the Clyde Trustees are proposed to be taken for the purposes of said undertaking, and the Clyde Trustees petitioned against the said Bill:

And whereas the objections stated by the Clyde Trustees to the railway have been obviated by an arrangement under which the promoters agree to acquire, for the purposes of the railway, from the Clyde Trustees, in the event of the said Bill passing, the ground hereinafter mentioned:

Therefore the parties agree as follows, videlicet:—

First.—If the said Bill shall pass into law, the Company shall acquire from the Clyde Trustees, for the purposes of their undertaking, all and whole that portion of the surplus lands of the Trust which is bounded on the north by Pointhouse Road, on the east by Finnieston Street, and on the south and west by other ground belonging to the Clyde Trustees and used by them in connection with the Queen's Dock, and which portion of land is delineated and coloured red on a plan subscribed by the parties as relative hereto, together with all the rights and interest of every kind of the Clyde Trustees in the said portion of ground.

Second.—The promoters shall pay for the said ground at the rate of three pounds ten shillings per square yard, with six shillings per square yard

A.D. 1888. — additional in repayment to the Clyde Trustees of the amount expended by them in lowering the levels of said ground, which sums shall be payable at the term of Whitsunday, eighteen hundred and eighty-nine, which shall be the term of entry of the promoters to the said ground, and shall bear interest thereafter at the rate of five per cent. till paid.

Third.—The Clyde Trustees shall, on payment of said price, deliver to the Company to be constituted under said Act a valid conveyance to said ground, free of ground annual, feu duty, and casualties of superiority.

Fourth.—The Clyde Trustees undertake to communicate to the Company to be constituted under the said Act all powers competent to them to connect the said land with the railway, and with ground on the south side of Stobcross Street agreed to be acquired from the trustees of the late Robert Cochran, and for the formation thereon of siding accommodation, and they also undertake to afford all necessary facilities for connecting the railway by means of said ground with the tram rails belonging to them on the North Quay at Queen's Dock, such work to be done at the sight and to the satisfaction of the Clyde Trustees' Engineer.

Fifth.—In respect of this Agreement the Clyde Trustees agree to withdraw their petition against the Bill.

Sixth.—This Agreement is made subject to the sanction of Parliament, and to such alterations as Parliament may think fit to make thereon; but if any alteration, which Ralph Daniel Mackinson Littler, Esquire, Q.C., whom failing Herbert Clifford Saunders, Esquire, Q.C., may consider materially unfavourable to either party, be made thereon by Parliament, it shall be competent to such party to withdraw therefrom: In witness whereof these presents, written upon this and the preceding page of paper (the first whereof is duly stamped) by William Macfarlane, clerk to J. M. and J. H. Robertson, writers, Glasgow, are executed in duplicate by the parties hereto as follows, videlicet:— They are sealed with the common or corporate seal of the said Clyde Trustees, and subscribed by Nathaniel Dunlop, merchant and shipowner, Glasgow, and Andrew Rintoul, grain merchant there, two of the said Clyde Trustees, for and on their behalf; at Glasgow, the seventh day of June, in the year one thousand eight hundred and eighty-eight, before these witnesses, George William Thorburn Robertson and John Hay, both writers in Glasgow; and by the said James Brown Fleming, at Glasgow, upon the said last-mentioned day, month and year, before these witnesses, the said George William Thorburn Robertson and Joseph Chisholm, clerk to Montgomerie and Flemings, writers, Glasgow; by the said John Cuninghame, at Glasgow, upon the said last-mentioned day, month and year, before these witnesses, the said George William Thorburn Robertson and James McKinnon, clerk to Merry and Cuninghame, ironmasters there; by the said James Neilson, at Holytown, upon the said last-mentioned day, month and year, before these witnesses, the said George William Thorburn Robertson and Jessie Spark, domestic servant, at Carfin Hall, Lanarkshire; and by the said Archibald Russell, Joshua Heywood Collins, and George Browne, all at London, upon the eighth day of said last-mentioned month and year, before these witnesses, John Macmillan Robertson, Junior, clerk to the said J. M. and J. H. Robertson, and John Stirling Nisbet, clerk

to the Caledonian Railway Company in their solicitor's office, in Glasgow; the testing clause after the words "In witness whereof" being written by the said John Macmillan Robertson, Junior.

A.D. 1888.

G. W. T. ROBERTSON, Witness.

JOHN HAY, Witness.

G. W. T. ROBERTSON, Witness.

JESSIE SPARK, Witness.

G. W. T. ROBERTSON, Witness.

JAMES MACKINNON, Witness.

J. M. ROBERTSON, Jr., Witness.

JNO. S. NISBET, Witness.

G. W. T. ROBERTSON, Witness.

JOSEPH CHISHOLM, Witness.

NATHL. DUNLOP.

ANDREW RINTOUL.

ARCHD. RUSSELL.


JAS. NEILSON.

JOHN CUNINGHAME.

J. H. COLLINS.

GEORGE BROWNE.

J. B. FLEMING.



Seal of the
Clyde
Trustees.

SCHEDULE (D).

THIS AGREEMENT entered into by and between the Joint Bridge Committee appointed by the Board of Police of the City of Glasgow, the Commissioners of Police of the Burgh of Hillhead, and the Commissioners of Police of the Burgh of Partick, for the management of the bridge over the River Kelvin, on the line of Woodlands Road, situated partly in Glasgow and partly in Hillhead, of the first part, and the Promoters of the Glasgow Central Railway Bill, 1888, of the second part.

WITNESSETH that whereas the line of the Railway No. 2 proposed to be authorised by the said Bill passes through or near the said bridge, and powers are by the said Bill sought to alter or otherwise interfere with the said bridge and approaches thereto: AND WHEREAS it has been arranged between the parties that in the event of the said Bill passing and Railway No. 2 being constructed the said bridge shall be widened and strengthened or rebuilt. Therefore the parties have agreed as follows:—

First.—The second party shall, in constructing Railway No. 2 of the said Bill, within the time specified by the said Bill for the completion of their works widen the said bridge to a total width of sixty feet, and also strengthen the said bridge so as to make the whole bridge of a strength suited, in the opinion of John Carrick, City Architect of the City of Glasgow, to the class of traffic for which it is required. The elevation of the said widened bridge shall be of an ornamental character suited to the locality to the satisfaction of the first party, or in the event of disagreement between the parties, to the satisfaction of the said John Carrick.

Second.—If the operations of the second party necessitate the taking down of the said bridge in whole or in part, or if in the opinion of the said John Carrick the appearance and stability of the said bridge will be so much affected

A.D. 1888: by the second party's operations as to render it expedient that a new bridge shall be erected, the second party shall be bound to erect a new bridge of a width of sixty feet. The said new bridge shall be of an ornamental character suited to the locality to the satisfaction of the first party, or in the event of disagreement between the parties to the satisfaction of the said John Carrick.

Third.—The second party shall be entitled to alter the span of said bridge and to raise the roadway thereof and approaches to an extent not exceeding three feet above the present level, but if the level of the roadway or approaches is interfered with, the second party shall be bound to make the said roadway and approaches throughout as nearly as possible of the same level, to the satisfaction of the first party, or, in the event of disagreement between the parties, of the said John Carrick.

Fourth.—During the construction of the works affecting the said bridge the second party shall at all times leave a free roadway open across the bridge and approaches of at least twenty feet, with a paved footway in addition of at least four feet in breadth, and in the event of their rebuilding the bridge, they shall during the rebuilding provide a sufficient temporary bridge of the said measurements.

Fifth.—At least twenty-one days before commencing any of the foresaid operations the second party shall submit to the first party, plans, elevations and sections of the said widened and strengthened bridge, or of the said new bridge and temporary bridge showing the manner in which they are proposed to be constructed, which plans, elevations, and sections shall be subject to the approval of the first party, previous to the said operations being commenced and the work shall be executed to the satisfaction of the first party. In the event of any differences between the parties thereanent the said differences shall be referred to the said John Carrick.

Sixth.—In the event of the second party's railway passing under the said bridge, either as widened and strengthened or as rebuilt, the second party shall be bound in all time coming to maintain the structure of the said bridge, except the roadway and foot pavements on the said bridge.

Seventh.—On the completion of the widening and strengthening of the said bridge, the first party shall pay to the second party the sum of five hundred pounds, or should a new bridge be erected, from whatever cause, they shall pay the second party the sum of seven hundred and fifty pounds on its completion.

Eighth.—This Agreement, which is subject to such alterations as Parliament may see fit to make thereon, shall be scheduled to the said Bill, and a clause confirming it inserted therein. In witness whereof these presents, printed on this and the preceding page of stamped paper, are executed by the parties hereto at Glasgow as follows, viz., they are subscribed by Archibald Russell, 68, Great Clyde Street, Glasgow, coalowner, Joshua Heywood Collins, Kelvin-dale Paper Works, Maryhill, paper manufacturer, John Cuninghame, 127, Saint Vincent Street, Glasgow, iron master, James Brown Fleming, 241, Saint Vincent Street, Glasgow, writer, and George Browne, 16, Bothwell Street, Glasgow, shipowner, being five of the promoters of the said Bill, for them-

selves and on behalf of the other promoters thereof, as follows, viz., by the said George Browne on third July, eighteen hundred and eighty-eight, before these witnesses, George William Thorburn Robertson, writer in Glasgow, and James Miller, coal salesman, Glasgow, by the said Archibald Russell, Joshua Heywood Collins, and James Brown Fleming, on the fourth day of last-mentioned month and year, as follows, viz., by the said Archibald Russell, before these witnesses, the said George William Thorburn Robertson and James Miller, and by the said Joshua Heywood Collins and James Brown Fleming, before these witnesses, John Macmillan Robertson, junior, and Robert Allan Gartshore, both clerks to J. M. and J. H. Robertson, writers, Glasgow, and by the said John Cuninghame, on the sixth day of last-mentioned month and year, before these witnesses, the said George William Thorburn Robertson, and Robert Marshall, clerk to Merry and Cuninghame, ironmasters, Glasgow, and they are subscribed by Thomas Cumming, merchant, Glasgow, chairman of the said Joint Bridge Committee, as authorised by and acting for and on behalf of that Committee, on the eleventh day of last-mentioned month and year, before these witnesses, David Ford, messenger to Muirhead and Guthrie Smith, writers, Glasgow, and Finlay Ross, clerk to the said Thomas Cumming; Declaring that this testing clause, from and after the words "In witness whereof," was written by Andrew Lean Wark, clerk to the said J. M. and J. H. Robertson.

DAVID FORD, Witness.

FINLAY ROSS, Clerk, Witness.

G. W. T. ROBERTSON, Witness.

JAS. MILLER, Witness.

J. M. ROBERTSON, Jr., Witness.

R. A. GARTSHORE, Witness.

G. W. T. ROBERTSON, Witness.

ROBERT MARSHALL, Witness.

J. M. ROBERTSON, Jr. Witness.

R. A. GARTSHORE, Witness.

G. W. T. ROBERTSON, Witness.

JAS. MILLER, Witness.

THOMAS CUMMING.

ARCHD. RUSSELL.

J. H. COLLINS.

JOHN CUNINGHAME.

J. B. FLEMING.

GEORGE BROWNE.

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