



CHAPTER xxiii.

An Act to confer further powers on the Corporation of Glasgow in relation to their Gas undertaking; their Municipal Buildings; the Barony Church; Cathkin Park; Bazaar and other Markets; and for other purposes. A.D. 1888.
[28th June 1888.]

WHEREAS by the Glasgow Corporation Gas Act, 1869 (hereinafter called "the Gas Act of 1869"), the undertakings of the Gas Companies therein named were transferred to and vested in the lord provost, magistrates, and council of the city of Glasgow (hereinafter called "the Corporation"), and the Corporation were thereby empowered to manufacture and supply gas for public and private purposes in the city of Glasgow and its neighbourhood:

And whereas by the Glasgow Corporation Gas Act, 1871, and the Glasgow Corporation Gas Act, 1873 and the Glasgow Corporation Gas Act, 1882 (in this Act called "the Gas Act of 1882"), further powers were conferred on the Corporation with reference to their gas undertaking:

And whereas the Tradeston Gasworks of the Corporation are situated within a short distance of the Caledonian Railway, by which railway the greater part of the coal and other materials used at the gasworks is carried, and it would effect a very considerable saving in expense, and expedite the carriage of the coal and other materials to the gasworks, and promote the general convenience, if the Corporation were, and it is expedient that they should be, authorised to construct and maintain short railways from the railway of the Caledonian Railway Company to the gasworks:

And whereas it is expedient that the Corporation should be authorised to enter upon, take use, appropriate and stop up and discontinue certain roads or streets in the parish of Govan and in the barony parish of Glasgow as in this Act provided:

And whereas it is expedient that the Corporation and the Caledonian Railway Company should be authorised to enter into agreements as in this Act provided:

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And whereas it is expedient that the agreement between the Caledonian Railway Company and the Corporation (a copy whereof is set forth in the Second Schedule to this Act) be confirmed :

And whereas it is expedient that the Corporation should be empowered to purchase additional lands for the purposes of their gas undertaking, and that further powers should be conferred on them with reference to that undertaking and the manufacture and supply of gas :

And whereas it is expedient that the provisions in this Act hereinafter contained should be made with respect to the sinking fund provided by the Gas Act of 1869 :

And whereas for the purposes aforesaid it is expedient that the Corporation should be authorised to apply any moneys which they are authorised to borrow under the Gas Act of 1869 and also any funds, moneys, rates, or rents now belonging or which may hereafter belong to them in respect of their gas undertaking :

And whereas by the Glasgow Municipal Buildings Act, 1878, the Corporation are empowered so soon as the municipal buildings have been erected and finished, and accommodation has been apportioned to the several Glasgow public trusts for the transaction of business therein, to fix the proportion which each of the said trusts shall contribute towards the cost of the said buildings :

And whereas the said contributions will not be available until the buildings have been completed, and further moneys are needed for the completion of the buildings, which moneys it is expedient that the Corporation should be authorised to raise :

And whereas it is expedient that the Corporation be empowered to grant leases for a longer period than one year of their markets and market places known as "The Bazaar," "The Old Clothes Market," and "The Bird and Dog Market," and the stalls, standing places, benches, and other conveniences therein, and the shops and other premises connected therewith, and the several rents, rates and tolls payable or leviable in respect thereof :

And whereas James Dick, some time gutta percha boot and shoe manufacturer in Glasgow, and residing there, conveyed to the Corporation certain lands known as "Cathkin Park" part of the lands of Cathkin Braes, in the parish of Carmunnock and county of Lanark, to be held and maintained by them for the benefit of the inhabitants of Glasgow, conform to disposition, by Alexander Robertson, writer, in Glasgow, his factor and commissioner, to the Corporation, dated 25th July, and recorded in the general register of sasines in Edinburgh on 22nd August, 1887, and it is expedient that the Corporation be empowered, subject to the conditions set forth in that disposition, to hold, lay out, maintain, and improve the said lands as and for a public park under the provisions of the

Glasgow Public Parks Act, 1878 (hereinafter called "the Parks Act of 1878") : A.D. 1888.

And whereas the barony church in the city of Glasgow has become unfit for the purposes of public worship and it is necessary that a new church should be erected in lieu thereof :

And whereas contiguous to the said church there is a building which is used as a session house and hall by the minister and kirk session of the Inner High Church or Cathedral of Glasgow, and, by the contract of excambion hereinafter mentioned, it has been agreed, and it is desirable that the said session house and hall should be removed to another site :

And whereas the Corporation have made arrangements to provide new and suitable sites for the re-election of the barony church and of the said session house and hall :

And whereas it is expedient that the Corporation should be empowered to lay out and maintain as an open space the whole or any part of the sites of the said barony church and session house and hall, and to sell the whole or any part of the said sites, subject to the condition that the same be laid out and maintained as an open space :

And whereas a contract of excambion has been entered into between the Corporation in their capacity of municipal corporation and as trustees under the Glasgow Improvements Act, 1866, and the minister and kirk session of the said barony church and the minister and kirk session of the Inner High Church or Cathedral of Glasgow, to carry out the several purposes aforesaid, and it is expedient that the said contract (a copy of which, except the plans therein referred to, is set forth in the Third Schedule to this Act) and the transactions embodied therein be validated and confirmed :

And whereas plans and sections, describing the lines and levels of the said railways and other works, and plans of the lands by this Act authorised to be acquired, and books of reference to such plans, containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, have been deposited with the principal sheriff clerk of the county of Lanark, and with the principal sheriff clerk of the county of Renfrew, which plans, sections and books of reference are in this Act hereinafter referred to as the deposited plans, sections and books of reference :

And whereas the objects 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

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 Corporation Act, 1888, and the Glasgow Corporation Gas Act, 1869, the Glasgow Corporation Gas Act, 1871, the Glasgow Corporation Gas Act, 1873, the Glasgow Corporation Gas Act, 1882, and this Act may be cited together as the Glasgow Corporation Gas Acts, 1869 to 1888.

Incorporation of Acts. 2. The Lands Clauses Consolidation (Scotland) Act, 1845, the Lands Clauses Consolidation Acts Amendment Act, 1860, the Railways Clauses Consolidation (Scotland) Act, 1845, except the provisions thereof with respect to the carrying of passengers and goods on the railway, and the tolls to be taken thereon, and Part I. (relating to the construction of a railway), and Part III. (relating to working agreements) of the Railways Clauses Act, 1863, are (except where expressly varied by 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 ; the expressions “ the promoters of the undertaking ” and “ the Company ” mean the Corporation, the expression “ the railway ” means the railways by this Act authorised, the expression “ the sheriff,” means the Sheriff of Lanark, or of Renfrew, as the case may be, and includes his substitutes.

Power to take lands. 4. Subject to the provisions of this Act the Corporation may enter upon, take, and use such of the lands described in the deposited plans and deposited books of reference as they from time to time require for the purposes of their gas undertaking, and which lands are respectively described in Part II. and Part III. of the First Schedule to this Act.

Power to construct gasworks. 5. On the lands respectively described in Part I. and Part II. of the First Schedule to this Act, subject to the provisions of this Act, the Corporation may erect, lay down, provide, and from time to time maintain, alter, improve, enlarge, extend and renew or discontinue gasworks, retorts, gasometers, receivers, drains, sewers, mains, pipes, tramways, meters, lamps, lamp posts, burners, stop-cocks, machinery, and other works and apparatus and conveniences, and may do all such other acts as they may deem proper for making and storing gas, and for supplying gas, and for the carriage or transport, of coke, coal, or other materials used or manufactured in connection therewith, and may make, store and supply gas thereon : Provided that the Corporation shall not, without the consent in

writing of the owners of the site of the Etna Foundry, on any of those lands manufacture or convert into other products any of the residual products resulting from the manufacture of gas: And except as hereinbefore provided the Corporation may manufacture, sell, provide, supply, and deal in coke, tar, pitch, asphaltum, sulphate of ammonia, carbonate of ammonia, ammoniacal liquors, and all other products or residuum of any materials employed in or resulting from the manufacture of gas, and also meters, fittings, tubes, pipes, gas stoves, and gas engines, and other articles and things in any way connected with gasworks or the supply of gas as they may from time to time think fit. A.D. 1888.

6. The Corporation shall not use for the purpose of manufacturing gas or residual products the lands described in Part III. of the First Schedule to this Act. Gas not to be manufactured on certain lands.

7. Subject to the provisions of this Act the Corporation may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways hereinafter described, with all proper stations, sidings, approaches, works and conveniences connected therewith, and may enter upon, take and use such of the lands delineated on the said plans and described in the deposited books of reference, as may be required for that purpose. The railways hereinbefore referred to and authorised by this Act are:— Power to make railways.

(A) A railway 2 furlongs 3 chains in length (hereinafter called Railway No. 1), wholly situate in the parish of Govan, and in the counties of Renfrew and Lanark, commencing by a junction with the Barrhead branch of the Caledonian Railway at or near the south side of the bridge carrying Maxwell Road over that branch railway, and terminating in a piece of ground belonging or reputed to belong to the Corporation, and bounded on the north by Lilybank Road, on the east by the Etna Foundry, and on the south and west by lands belonging to the Caledonian Railway Company, at a point in the north-east corner of that ground, between that corner and the easternmost gasholder on that ground;

(B) A railway 5·2 chains in length (hereinafter called Railway No. 2), commencing at the point hereinbefore described as the point of the termination of Railway No. 1, crossing the bridge of access over the Caledonian Railway from the Lilybank Road to the property belonging to the Corporation north of that road, and terminating on the eastern side of the gasholder of the Corporation at a point 20 yards or thereabouts northward of the northern end of said bridge;

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- (c) A railway 5·25 chains in length (hereinafter called Railway No. 3), commencing at the point hereinbefore described as the point of the termination of Railway No. 1, crossing the said bridge of access and terminating at or near the point hereinbefore described as the point of the termination of Railway No. 2;
- (d) A railway 4 chains in length (hereinafter called Railway No. 4) commencing by a junction with Railway No. 1 at a point on the south side of Lilybank Road, 43 yards or thereby westwards from the point hereinbefore described as the point of the termination of Railway No. 1, crossing the Caledonian Railway in a northerly direction and terminating in the gasworks of the Corporation at or near the western side of the gasholder on the northern side of the Caledonian Railway; and
- (e) A railway 3·5 chains in length (hereinafter called Railway No. 5), commencing by a junction with Railway No. 1 at a point on the south side of Lilybank Road, 70 yards or thereabouts westward from the north-west corner of the Etna Foundry, crossing the Caledonian Railway and terminating in the gasworks of the Corporation at or near the southern retort house on the northern side of the Caledonian Railway:

Provided always that the said railways shall be constructed as single lines only, and shall not be used except for traffic to and from the Tradeston Gasworks of the Corporation, and for engines and wagons used in connection with such traffic, and no tolls, rates or charges shall be taken in respect of such railways or any traffic conveyed thereon.

Corporation
may acquire
and shut up
certain
roads.

8. Subject to the provisions of this Act, the Corporation may enter upon, take, use and appropriate, and stop up and discontinue so much of the Lilybank Road, in the parish of Govan, as is situate between the Barrhead branch of the Caledonian Railway on the west, and a line drawn northwards across that road, in extension of the boundary line between lands belonging to the Corporation, and the Etna Foundry on the east, and also so much of that road as is situate between the western end of the before-mentioned portion of that road and Saint Andrew's Road; also the road or lane known as the Willowgot, in the barony parish of Glasgow, situate between Franklin Street and Dalmarnock Road, and also so much of Franklin Street in the same parish as lies eastward of Howard Street, when and so soon as the lands and houses on both sides of the Willowgot and the said portion of Franklin Street have been acquired by the Corporation.

9. The Corporation in laying, altering, renewing, or repairing gas, water, or sewer pipes in Milan Street and in that portion of Lilybank Road which will not be stopped up and appropriated under the powers of this Act, shall so conduct their operations as not to interrupt or prevent the traffic on the said street and road to and from the western boundary of the Etna Foundry.

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As to laying pipes in certain streets.

10. The lessees and occupiers of the Etna Foundry at the time of the shutting up of the Lilybank Road shall be entitled to compensation in respect of the damage or injury (if any) which they may sustain to their trade or custom by reason of the said shutting up; and in case of dispute as to whether such damage has been sustained, or as to the amount of such compensation, the same shall be determined by arbitration in the manner provided by the Lands Clauses Consolidation (Scotland) Act, 1845, for settling cases of disputed compensation: Provided always that nothing herein contained shall prejudice the right of the owners of the property, or the right (if any) of the said lessees or occupiers to compensation for any damage or injury to which they may otherwise be entitled under the general law.

For protection of lessees and occupiers of Etna Foundry.

11. 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 Corporation 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 rentcharges, ground annuals 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.

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

12. The Corporation shall not under the powers of this Act, without the consent of the Secretary for Scotland, purchase or acquire in any district within the meaning of the Public Health (Scotland) Act, 1867, ten or more houses which after the passing of this Act have been, or on the fifteenth day of December last were, occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

Restriction on taking houses occupied by labouring class.

For the purposes 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

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Period for compulsory purchase of lands.

13. The powers of the Corporation for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of two years from the passing of this Act.

Power to enter into agreements with Caledonian Railway Company.

14. Subject to the provisions of this Act, the Corporation on the one hand, and the Caledonian Railway 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 and carry into effect agreements with respect to the use of the railways, or of any of them or of any part thereof, and the conveyance of traffic thereon, and for the purposes of this section the Corporation shall be deemed to be a railway company.

Confirming scheduled agreement with Caledonian Railway Company.

15. The agreement set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the Caledonian Railway Company and the Corporation respectively, and notwithstanding anything contained in this Act, the Corporation shall not, without the previous consent in writing of the Caledonian Railway Company, enter upon, take or use any lands belonging to that Company other than those described in that agreement and subject to the provisions thereof: Provided always that the conveyance contemplated by such agreement shall be evidenced by a duly stamped deed, which shall, within three months from the vesting in the Corporation of the subjects conveyed, be produced to the Commissioners of Inland Revenue, and, in default of such production, the ad valorem stamp duty, together with interest thereon at the rate of five pounds per centum per annum from the date of vesting to the date of payment shall be recoverable from the Corporation with full costs of suit, and all costs and charges attending the same.

Power to take additional lands by agreement.

16. The Corporation may from time to time, for the purposes of their gas undertaking, purchase by agreement any lands contiguous to any part of the lands belonging to them in respect of their gas undertaking in addition to lands which they are already authorised to take by compulsion or by agreement, and the Corporation may hold the same, not exceeding in the whole at one time ten acres, but no part of such lands shall be used for the purpose of manufacturing gas or residual products, and the Corporation shall not store gas on any such lands without such previous consent as is required by the Gasworks Clauses Act, 1871, section 5.

Application of funds to construction of works.

17. In defraying the costs of acquiring the lands and of constructing the works, or any of them, by this Act authorised to be acquired or constructed, and in carrying into effect the other purposes

of this Act connected with their gas undertaking, the Corporation may apply any moneys which they are authorised to borrow under the Gas Act of 1869, and which may not be required for the purposes of that Act, and also any rents, rates, funds and other revenues for the time being belonging to them or under their control in connection with the gas undertaking. A.D. 1888.

18. Subject to the provisions of this Act the railways and works to be constructed by the Corporation and the lands to be acquired for gas purposes under the authority of this Act shall for all purposes whatsoever be deemed part of the gas undertaking of the Corporation. New works to form part of Corporation undertaking.

19. Nothing in this Act shall exonerate the Corporation from any indictment, action, or other proceeding for nuisance in the event of any nuisance being caused by them. Corporation not to be exonerated from indictment for nuisance.

20. Section 83 of the Gas Act of 1869 shall be read and have effect as if the following proviso had been added at the end of that section: Provided further that whenever and so long as the yearly income arising from the said sinking fund shall be equal to the annual interest of the principal moneys or annuities then due, the Corporation may, instead of investing the said yearly income, apply the same in payment of the interest upon the principal moneys and annuities so due and outstanding, and may during such periods discontinue the payment to the sinking fund of the yearly sums hereinbefore required to be paid thereto. Sinking fund.

21. Sections 33 and 35 of the Glasgow Municipal Buildings Act, 1878, authorising the Corporation to borrow money for the purposes of that Act shall be read and have effect as if the sum of five hundred and sixty thousand pounds were therein specified instead of the sum of four hundred thousand pounds. Extension of borrowing powers.

22. All mortgages, assignments, or other securities on the property, funds, rates, or revenue of the Corporation granted by the Corporation in pursuance of the powers of the Glasgow Municipal Buildings Act, 1878, before the passing of this Act and subsisting at the passing of this Act, shall, during the continuance of such mortgages, assignments, or other securities have priority over any mortgages, assignments, or securities on the same property, funds, rates or revenue granted, after the passing of this Act, by virtue of the Act of 1878, or of this Act. Priority of existing mortgages.

23. For the purposes of the Glasgow Corporation Loans Act, 1883 (hereinafter called "the Loans Act"), the power by this Act granted to the Corporation to borrow further moneys shall be deemed a borrowing power of the Corporation within the meaning Power to Corporation to borrow money.

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Corporation
may lease
certain
markets.

24. The Corporation may from time to time grant leases for any period not exceeding seven years of the markets and market places known as "The Bazaar," "The Old Clothes Market," and "The Bird and Dog Market," and the stalls, standing places, benches, and other conveniences therein, and the shops and other premises connected therewith, and the several rents, rates and tolls authorised to be taken and levied therein, or any part thereof, upon such terms as shall be agreed upon between the Corporation and the person to whom such lease is granted, and in the event of the said markets or the said rates and tolls or any part thereof being so leased the tenants or lessees thereof shall, to the extent agreed upon by the Corporation, have the same powers and be under the same obligations as to levying, collecting and recovering such rates and tolls as are for the time being possessed by the Corporation, and all such leases may be granted either by public roup or private bargain as the Corporation may deem expedient free from the conditions and provisions of the Act 3rd George IV., chapter 91, intituled "An Act for regulating the mode of accounting for the Common Good and Revenues of Royal Burghs in Scotland."

Confirming
contract of
excambion
as to barony
church.

25. The contract of excambion, set forth in the Third Schedule to this Act, and the transactions embodied therein are hereby validated and confirmed. Within three months after the date of vesting, the contract or deed of excambion shall be produced to the Commissioners of Inland Revenue, duly stamped, and in default of such production, the ad valorem stamp duty, together with interest thereon at the rate of five pounds per centum per annum from the date of vesting to the date of payment, shall be recoverable from the Corporation with full costs of suit, and all costs and charges attending the same.

Power to
take down
and remove
barony
church, &c.,
and to sell
and lay out
sites thereof.

26. The Corporation may take down and remove the said barony church, as well as the said session house and hall, in connection with the Inner High Church or Cathedral of Glasgow, and may lay out and maintain the said sites, or any part thereof, as an open space, and, notwithstanding anything contained in the aforesaid Act, 3rd George IV., chapter 91, may (but subject always to the condition that the same shall be laid out and maintained as an open space) sell, otherwise than by public roup, the whole or any part of the said sites.

27. Subject to the conditions set forth in the said disposition to the Corporation of the lands called "Cathkin Park," the Corporation may from time to time hold, lay out, improve, and maintain the said lands, as and for a public park, to be called "Cathkin Braes Park," in the same manner as the other public parks in Glasgow, and as if the said lands had been specifically mentioned in section 15 of the Parks Act of 1878, and the provisions of that Act shall be applicable, and shall apply to the said lands.

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Power to
lay out and
maintain
Cathkin
Park as a
public park.

28. All costs, charges, and expenses preliminary to, and of and incidental to preparing, applying for, obtaining, and passing of this Act, shall be paid out of moneys borrowed or received under the Gas Act of 1869 and the Glasgow Municipal Buildings Act, 1878, and the Parks Act, 1878, and out of other moneys in the hands of the Corporation in such proportions as the Corporation may determine.

Expenses
of Act.

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

PART I.

Lands belonging to the Corporation to be used for the Manufacture of Gas and, subject to the provisions of this Act, Residual Products.

Certain lands now belonging or claimed to belong to the Corporation situate in the parish of Govan and county of Lanark, bounded on the north by Lilybank Road, on the east by the Etna Foundry, and on the south and west by certain lands belonging or claimed to belong to the Caledonian Railway Company, which lands comprise an area of 25,560 square yards or thereabouts.

PART II.

Lands which may be acquired by the Corporation under this Act to be used for the Manufacture of Gas and, subject to the provisions of this Act, Residual Products.

(A) Certain lands situate in the parish of Govan, partly in the county of Renfrew and partly in the county of Lanark, bounded on the north by Lilybank Road, on the west by the Caledonian Railway, on the south by Maxwell Road, on the east by the Etna Foundry, and on the north and east by the lands hereinbefore described in Part I., which lands comprise an area of 12,000 square yards or thereabouts.

(B) So much of the said Lilybank Road as is situate between the Barrhead branch of the Caledonian Railway on the west and a line drawn northwards across that road in extension of the boundary line between the before-mentioned lands described in Part I. and the Etna Foundry on the east, which lands comprise an area of 5,200 square yards or thereabouts.

(C) A triangular piece of land situate in the parish of Govan and county of Renfrew, bounded on the north by the Clydesdale branch of the Caledonian Railway, on the south-west by the Barrhead branch of that railway, and on the south-east by the Lilybank Road, which lands comprise an area of 1,480 square yards or thereabouts.

PART III.

Lands which may be acquired by the Corporation under this Act which are not to be used for the Manufacture of Gas or Residual Products.

Certain lands adjoining the gasworks of the Corporation situate in the barony parish of Glasgow and county of Lanark, bounded on the north by Dale Street, on the north-east by Dalmarnock Road, on the east by the road or lane known as the Willowgot, on the south by Franklin Street, and on the west by Howard Street, together with the whole of the said road or lane known as the Willowgot, between Franklin Street and Dalmarnock Road aforesaid, and so much of Franklin Street as lies to the eastward of Howard Street, which lands comprise an area of 11,350 square yards or thereabouts.

THE SECOND SCHEDULE.

A.D. 1888.

AGREEMENT between the LORD PROVOST, MAGISTRATES and COUNCIL of the CITY of GLASGOW, acting under the Glasgow Corporation Gas Acts, 1869, 1871, 1873 and 1882 (hereinafter called the first party) of the first part, and the CALEDONIAN RAILWAY COMPANY (hereinafter called the second party) of the second part.

First. The first party to purchase and the second party to sell the following subjects:—No. 1—Area of land bordered green on plan, signed as relative hereto, lying between Lilybank Road and Maxwell Road, containing 6,314 square yards or thereby; No. 2—Area of land, bordered green on said plan, lying between Lilybank Road and the second party's railway to Greenock, containing 1,477 square yards or thereby; No. 3—Area of land consisting of railway slope, bordered yellow on said plan, lying between Lilybank Road and Maxwell Road containing 2,390 square yards or thereby; No. 4—Area of land bordered blue on said plan, lying on the north side of Maxwell Road between that road and the first party's property, containing 3,308 square yards or thereby; No. 5—That strip of land bordered purple on said plan, being the portion of the slope of the Pollok and Govan Railway, acquired by the second party from the Royal Incorporation of Hutcheson's Hospital, and containing 620 square yards or thereby; and No. 6—Any right or interest the second party may have in the solum of Lilybank Road, so far as that road is bounded on the north side by the second party's railway and property No. 2, and on the south side partly by the first party's property and partly by the property No. 1 of the second party before mentioned, extending the said portion of Lilybank Road to 5,166 yards or thereby, and bordered brown on said plan.

Second. The first party in constructing the works to be authorised by the special Act hereinafter referred to, to take down and re-construct the existing bridge across the second party's railway between Lilybank Road and the first party's gasworks, with a span of 61 feet. The bridge as re-constructed shall have iron girders of sufficient strength, and shall be of the same headway as at present. The second party to be at the expense of taking down and re-constructing the south abutment to the required extra width.

Third. The first party to be entitled to construct two additional bridges across the second party's railway for the purpose of connecting their gasworks and property on the north and south sides of Lilybank Road. The said bridges to have each a clear span of 61 feet throughout and a clear headway above the surface of the rails of the second party's railway, of not less than 14 feet.

Fourth. The first party, in constructing their said works, to build a retaining wall when required by the second party or their engineer at the west side of the piece of ground No. 3 above mentioned, and to the east side of, and not nearer than 8 feet to, the east-most rail of the railway connecting the General Terminus and Barrhead Railways, or in lieu thereof to drive piles 3 feet apart, along such portion of the foot of the embankment, as may be considered necessary, with two welings 12 inches by 6 inches bolted along the top. They shall also allow at all times free access to the second party or the Cathcart District Railway Company to repair and maintain the outfall drain from the Cathcart Railway which passes through the pieces of ground Nos. 1, 2, 3 and 6, above mentioned. In the event, however, of a new sewer in Pollokshaws Road, proposed to be formed by the lord provost, magistrates and council of Glasgow,

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as police commissioners, and the Royal Incorporation of Hutcheson's Hospital, being available for the purpose of draining the said Cathcart District Railway, and being, as regards efficiency for such drainage, and also as regards construction, satisfactory to the engineer of the second party, the access hereby provided for, shall in that event cease and determine.

Fifth. The second party to provide on their own land, to the south of Maxwell Road, such siding accommodation as may be necessary for delivering to the first party the first party's coal and other traffic. The first party shall take delivery at the said sidings of their said traffic.

Sixth. The first party shall construct a bridge under Maxwell Road, and form a connection between their works and the siding accommodation mentioned in Article Fifth.

Seventh. All the said bridges, retaining wall and other works to be executed and maintained by the first party at the sight and to the satisfaction of the engineer of the second party. The said bridges, wall and other works above mentioned to be constructed and for ever maintained at the sole risk of the first party.

Eighth. The purchase-money or compensation payable by the first to the second party for and in respect of the acquisition by the first party of the areas of land and interest in solum of Lilybank Road, mentioned in Article First, to be 14,620*l*.

Ninth. The said areas of land to be conveyed to the first party in all respects as at present vested in the second party, and capable of being conveyed by them, and subject always to the terms of this agreement, but as between the parties, hereto the feu duties, or proportions of feu duties applicable to the lands hereby agreed to be sold, are hereby fixed at the sum of 293*l*. 16*s*. 3*d*. yearly, of which sum and all casualties and compositions corresponding thereto, the first party shall be taken bound in all time coming to relieve the second party as from and after the term of entry, and the said sum of 293*l*. 16*s*. 3*d*., and corresponding casualties and compositions shall, in the conveyance of the said areas of land to be granted by the second to the first party, also be constituted and created real burdens on said areas of land to the relief of the second party, and the lands retained by them of the feu duties and others burdening the same to the extent of the said yearly sum of 293*l*. 16*s*. 3*d*., and others foresaid corresponding thereto. The first party's entry, in so far as the second party can give such entry, to be the first term of Martinmas or Whitsunday after the passing of the said special Act, when the said purchase-money or compensation shall be payable, and to bear interest at five per cent. from the said term of entry till payment.

Tenth. This agreement to be conditional on the passing by Parliament in the next session of an Act confirming the same, and authorising the shutting up of Lilybank Road, and the use by the first party of the said areas of land in connection with their gasworks and gasometers. The clauses in the Bill for the said Act, in so far as affecting this agreement or the railways and works of the second party, to be adjusted by the parliamentary agents of the first and second parties. In the event of such an Act not receiving Royal Assent as aforesaid, this agreement to be void, and not to be hereafter founded on or referred to for any purpose whatever.

Eleventh. This agreement, which is subject to such alterations as Parliament may see fit to make thereon, shall be scheduled to and confirmed by the Bill to be promoted by the first party in the next session of Parliament. Should any alteration be made on this agreement, which in the opinion of Alexander Bennet

McGrigor, LL.D., writer, in Glasgow, is material, either of the parties shall be entitled to withdraw therefrom. In witness whereof these presents, written on this and the two preceding pages of stamped paper by William Mackay Sutherland, clerk to the said Caledonian Railway Company, in their solicitor's office in Glasgow (under the declaration before subscription, that the word "three" occurring on the eleventh line of page second, is partly written on an erasure, and that the word "either" is interlined between the twenty-fourth and twenty-fifth lines of this page, and is to be read as coming between the words "material" and "of" on said twenty-fifth line), are, along with said relative plan annexed hereto, executed in duplicate as follows, viz.: They are subscribed by Hugh Steel Thomson, Henry Shaw Macpherson and James McFarlane, three members of the town council of the said city of Glasgow, and by James David Marwick, town clerk of said city, for and on behalf of, and as specially authorised by the said lord provost, magistrates and council of the said city of Glasgow, acting under the said Glasgow Corporation Gas Acts, all at Glasgow, as follows:—by the said Hugh Steel Thomson, Henry Shaw Macpherson and James McFarlane, on the first day of March, eighteen hundred and eighty-eight, before these witnesses—Alexander Walker, clerk in the town clerk's office, Glasgow, and James Brown, town council officer, Glasgow, and by the said James David Marwick, on the second day of March and year last mentioned, before these witnesses—Edwin Sutherland, clerk in the town clerk's office, Glasgow, and John Bowers, writer, Glasgow; and they are also subscribed by Hugh Brown and John Cowan, two of the directors, and by Archibald Gibson, Secretary, all of the said Caledonian Railway Company, for and on behalf of that Company, and sealed with the common seal of said Company, all at Glasgow, on the fifth day of March and year last mentioned, before these witnesses—John Johnstone Haining and John Tulley Clarke, both clerks to the said Caledonian Railway Company, in their secretary's office in Glasgow.

Alex. Walker, Witness.
James Brown, Witness.
Edwin Sutherland, Witness.
John Bowers, Witness.
J. J. Haining, Witness.
J. Tulley Clarke, Witness.

HUGH S. THOMSON.
H. S. MACPHERSON.
JAMES MCFARLANE.
J. D. MARWICK, Town Clerk.
HUGH BROWN, Dr.
JOHN COWAN, Dr.
ARCH. GIBSON, Secy.



A.D. 1888.

THE THIRD SCHEDULE.

CONTRACT OF EXCAMBION between the LORD PROVOST, MAGISTRATES and COUNCIL of the CITY OF GLASGOW and the TRUSTEES under the Glasgow Improvements Act, 1866, and the KIRK SESSION of the BARONY CHURCH and the KIRK SESSION of the INNER HIGH CHURCH.

It is contracted and agreed between the parties following, viz. :—The lord provost, magistrates, and council of the city of Glasgow, as representing and for behoof of the whole body and community thereof, on the first part; the trustees under the Glasgow Improvements Act, 1866, on the second part, the Reverend John Marshall Lang, D.D., the present minister of the church of the barony parish of Glasgow, and Robert Agnew, 11, Hopetoun Place, James Alexander, 29, Kent Street, Thomas D Anderson, Provan Mill, Alexander Barclay, Sackville House, Balgraybrae, Springburn, John Black, Milton Bank, Bishopbriggs, Allan Buchanan, 17, Sandyford Place, Edward Railton Catterns, 11, Oakfield Terrace, Hillhead, Robert Cross, Huntershill, Bishopbriggs, Henry Cunningham, 211, Onslow Drive, Dennistoun, Peter Galbraith, 17, Huntly Gardens, Kelvinside, Andrew Gillespie, 5, Seton Terrace, Denniston, John Gray, 69, Bath Street, John Hunter, 120, Montrose Street, William King, 29 Cathcart Street, south side, Thomas Lamb, Kilspindie, Nithsdale Road, Pollokshields, James Lothian, 17, Petershill Road, Robert McBrayne, 4, Lilybank Terrace, Hillhead, John McCrae, 301, Eglinton Street, George McKinlay, 115, Rottenrow, James Craig McNaughton, junior, 1, Woodlands Terrace, Langside, George Maitland, 18, Petershill Road, William Moffat, 174, New City Road, John Robertson, 17, Holmhead Street, John Rodger, 6, Parkhouse Lane, James Scott, Milton of Provan, Millerston, John Stark, Roughazie, Shettleston, and William Allison Thompson, 1, Kelvinside Terrace, West, all of or near Glasgow, and all members of the kirk session of said church, and acting for the benefit and behoof of the heritors of the said barony parish, on the third part, and the Reverend George Stewart Burns, doctor of divinity, minister of the Inner High Church, Glasgow, Peter Stewart, paper maker, Glasgow, Thomas Lightbody, banker there, Robert Kilpatrick, residing at 4, Annfield Place there, Thomas Lapraik, doctor of medicine, residing at 5, Elmbank Crescent there, William Duff, merchant there, John Aitken, clothier, residing at 290, Duke Street there, John MacWhannell, treasurer of the school board of the burgh of Glasgow, James Craig, farmer, Robroystone, in the parish of Cadder, and James Brown Campbell, 125, North John Street, Glasgow, all elders, being the minister and kirk session of the said Inner High Church, Glasgow, on the fourth part, in manner following (that is to say) : Whereas the said barony church has for many years been situated upon ground on the east side of the Castle Street of Glasgow, and the said church having become ruinous it has become necessary to erect a new one on a suitable site : And whereas negotiations have taken place between the said parties with a view, on the one hand, of securing the present site of the barony church and of the building adjoining thereto, at present occupied as the session house of the said Inner High Church, for the purpose of being reserved as an open space (the first and second parties being of opinion that an important improvement would thereby be effected both on the amenity and sanitary condition of the district), and, on the other hand, with the view of securing within the same district to the third parties a suitable and

convenient site for the new church, and to the fourth parties a suitable and convenient site for a new session house : And whereas the said negotiations have resulted in the first parties agreeing to acquire from the second parties, at the price of 2*l.* per square yard for ground not included in streets, and thereafter to convey to the third parties the plot of ground hereinafter disposed, containing 4,590 square yards (including therein 1,860 square yards forming part of the adjoining streets) in exchange for their conveying to them, the first parties, the present site of the said barony church, and also procuring the conveyance to them of the site of the said building adjoining thereto at present occupied as the session house of the Inner High Church : And whereas the third parties have acquired from the second parties, at the price of 1*l.* 10*s.* per square yard, the area of ground containing 544 square yards hereinafter disposed ; and the fourth parties have agreed to accept the same as a site for their new session house, and in exchange to convey to the first parties the site of their present session house : And now, seeing that the first parties have instantly paid to the second parties the sum of 5,460*l.* sterling, being the price of the piece of ground containing 4,590 square yards, hereinafter disposed, and that the third parties have instantly made payment to the second parties of the sum of 816*l.* sterling, being the price of the piece of ground containing 544 square yards, hereinafter disposed : Therefore in the first place the said trustees under the Glasgow Improvements Act, 1866, do hereby, at the request and with the consent and concurrence of the said lord provost, magistrates and council, as representing and on behalf foresaid, dispose and convey to and in favour of the said Reverend John Marshall Lang, doctor of divinity, Robert Agnew, James Alexander, Thomas D

Anderson, Alexander Barclay, John Black, Allan Buchanan, Edward Railton Catterns, Robert Cross, Henry Cunningham, Peter Galbraith, Andrew Gillespie, John Gray, John Hunter, William King, Thomas Lamb, James Lothian, Robert McBrayne, John McCrae, George McKinlay, James Craig McNaughton, junior, George Maitland, William Moffat, John Robertson John Rodger, James Scott, John Stark and William A

Thompson, the present members of said barony kirk session, and to the survivors and survivor of them and their legal successors in office for the time being, as trustees and trustee for the benefit and behoof of the heritors of the said barony parish of Glasgow, and to their or his assignees and disponees whomsoever, heritably and irredeemably, all and whole that plot of ground lying on the west side of Kirk Street, within the city parish of Glasgow and county of Lanark, containing 4,590 square yards or thereby imperial standard measure, bounded on the east by the centre line of Kirk Street measuring 60 feet in width, along which it extends 296 feet 6 inches or thereby following the curve ; on the south by the former north building line of Rottenrow and continuation thereof, along which it extends 126 feet 3 inches or thereby ; on the west by ground conveyed to the Glasgow School Board along which it extends 276 feet 3 inches or thereby, and on the north by the centre line of Macleod Street to measure 60 feet in width, along which it extends 131 feet 3 inches or thereby, as the said plot of ground is delineated and shown within blue lines on the plan marked No. I, annexed and signed as relative hereto, together with the pertinents and the whole right, title, and interest, present and future, of the said first and second parties therein, with full power and liberty to the said Reverend John Marshall Lang, doctor of divinity, and the said Robert Agnew, James Alexander, Thomas D

Anderson, Alexander Barclay, John Black, Allan Buchanan, Edward Railton Catterns, Robert Cross, Henry Cunningham, Peter Galbraith, Andrew Gillespie, John Gray, John Hunter, William King, Thomas Lamb, James Lothian, Robert

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McBrayne, John McCrae, George McKinlay, James Craig McNaughton, junior, George Maitland, William Moffat, John Robertson, John Rodger, James Scott, John Stark and William A

Thompson and their foresaids as trustees foresaid, at any time, with consent of the said heritors and the presbytery of the bounds, to sell, dispose of, and convey the said subjects or any part thereof, and that either by public roup or private bargain, and for such price or prices as they or he may think proper. Declaring, as it is hereby specially provided and declared, that the plot of ground above disposed shall, in so far as the same is not occupied by the church and offices, or other buildings connected therewith be reserved as an open space in all time coming but without prejudice to the right of the third parties and their foresaids to enclose the ground hereby disposed with a suitable fence, wall, or railing, as to them may seem best, and this condition is hereby created a real lien and burden upon and affecting the subjects above disposed, and, as such, shall be duly recorded as a part of these presents, and inserted or validly referred to in all future transmissions and investitures of the said subjects under pain of nullity: In consideration of which conveyance, and of the other obligations herein, the said Reverend John Marshall Lang, doctor of divinity, Robert Agnew, James Alexander, Thomas D Anderson, Alexander Barclay, John Black, Allan Buchanan, Edward Railton Catterns, Robert Cross, Henry Cunningham, Peter Galbraith, Andrew Gillespie, John Gray, John Hunter, William King, Thomas Lamb, James Lothian, Robert McBrayne, John McCrae, George McKinlay, James C McNaughton, junior, George Maitland, William Moffat, John Robertson, John Rodger, James Scott, John Stark and William A Thompson, members of the said kirk session for behoof foresaid, acting for the benefit and behoof of the heritors of the said barony parish, and as duly authorised to execute these presents, do hereby dispoise and convey to the said lord provost, magistrates and council of the said city of Glasgow, as representing and for behoof of the whole body and community thereof, and their successors and assignees whomsoever, heritably and irredeemably, all and whole that corner piece of ground lying within the territory of the burgh of Glasgow near the High Church thereof, bounded by the road leading along the south wall of the said churchyard on the north, and extending along that road 129 feet 2 inches; by the other grounds which sometime belonged to Marion Mathie, only child of the deceased Alexander Mathie, plumber in Glasgow, and wife of Alexander Paterson, wright, there, and her husband, or their successors, on the east, and extending along the same 80 feet 3 inches; by a new street of 32 feet in breadth opened up on the south, and extending along that street 133 feet 2 inches; by the street leading from the Cross to the High Church on the west, and extending along that street 80 feet 3 inches; and measuring in whole 1,173 square yards or thereby, and which piece of ground last above disposed was formerly part and portion of all and whole that mansion house called the mansion house of the rector of the parish church of Glasgow, with the yard, well and pertinents of the same, acquired from William Earl of Kilmarnock, lying within the burgh of Glasgow, and bounded between the lands of old pertaining to the sub-dean of Glasgow, thereafter to Hugh Corbett, of Hardgray afterwards to Sir James Stirling, of Glorat, on the south; the lands and mansion house sometime belonging to the treasurer of Glasgow, thereafter to the representatives of umquhill John Stark, maltman in Glasgow, and afterwards to

on the east; and the highway or common passage on the north and west parts; with free ish and entry thereto, together with all right, title and interest, claim of right, property and possession which the said minister and kirk session had,

have, or any ways might have, claim, or pretend thereto, or to any part or portion thereof : Declaring as it is hereby specially provided and declared that the plot of ground above disposed to the said lord provost, magistrates and council shall be reserved as an open and free space in all time coming for the use and benefit of the community, and this condition is hereby created a real lien and burden in favour of the said community upon and affecting the subjects above disposed, and as such shall be duly recorded as a part of these presents, and inserted or validly referred to in all future transmissions and investitures of the said last-mentioned subjects under pain of nullity ; and in the second place the said trustees under the Glasgow Improvements Act, 1866, do hereby, at the request and with the consent and concurrence of the said members of the said barony kirk session, dispose and convey to and in favour of the said Reverend George Stewart Burns, Peter Stewart, Thomas Lightbody, Robert Kilpatrick, Thomas Lapraik, William Duff, John Aitken, John Macwhannell, James Craig and James Brown Campbell, being the minister and kirk session of the said Inner High Church, Glasgow, and to their successors in office, ministers and kirk session of the said Inner High Church in Glasgow for the time being and to their assignees whomsoever and their foresaids, heritably and irredeemably all and whole that plot or area of ground situated on the north side of Macleod Street, within the city parish of Glasgow, and county of Lanark, containing 544 square yards or thereby, imperial standard measure, bounded on the south by the centre line of Macleod Street, to measure 60 feet in width along which it extends 50 feet or thereby ; on the west, the north, and east by the property of the second parties, along which it extends on the west 98 feet or thereby, on the north 50 feet or thereby, and on the east 98 feet or thereby, as the said plot or area of ground is delineated and shown within blue lines, on the plan marked No. II., annexed and signed as relative hereto : Together with the pertinents, and the whole right title and interest, present and future, of the said second and third parties therein : Declaring that their said disponees and their foresaids shall have full power to sell the subjects hereby disposed by public roup or private bargain, and to borrow money on the security thereof, purchasers or others transacting with them having no concern or right to interfere with the application of the moneys paid to them : In consideration of which conveyance last hereinbefore contained, the said Reverend George Stewart Burns, Peter Stewart, Thomas Lightbody, Robert Kilpatrick, Thomas Lapraik, William Duff, John Aitken, John Macwhannell, James Craig and James Brown Campbell, being the minister and kirk session of the said Inner High Church, do hereby dispose and convey to the said lord provost, magistrates and council of the said city of Glasgow, as representing and for behoof of the whole body and community thereof and their successors and assignees whomsoever, heritably and irredeemably, all and whole that house situated in Kirk Lane of Glasgow, sometime occupied as a school-room, and now as the session house of the said Inner High Church, with the vacant ground behind the same, measuring in whole 283 square yards and 3 square feet or thereby, bounded said house and piece of ground on the east by property now or lately belonging to Christian Paterson, spouse of James Crichton, weaver, in Glasgow ; on the south by ground now or lately belonging to the said Christian Paterson and Marion Paterson, residing in Glasgow, proposed to be laid out for forming a street of 32 feet in breadth ; on the west by the stone dyke, which encloses the barony church, and on the north by the Kirk Lane ; which subjects are part and portion of all and hail that yard lying within the territory of the burgh of Glasgow, over and against the Metropolitan Church

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thereof, bounded by the lands sometime belonging to Lord Boyd, thereafter to Robert Thomson, merchant in Glasgow, on the west; the lands of

, on the south; the lands sometime belonging to Mr. Archibald Cameron, afterwards to Simon Pickerskailes, and now to

, on the east; and the common passage leading from the port to the burn on the north parts; as also of all and hail that mansion house of the rector of the parish kirk of Glasgow, with the yard, well, and pertinents of the same acquired from William, Earl of Kilmarnock, lying within the burgh of Glasgow, and bounded betwixt the lands of old pertaining to the sub-dean of Glasgow, thereafter to Mr. Hugh Corbett, and thereafter to Sir James Stirling, of Glorat, on the south; the lands and mansion house some time belonging to the treasurer of Glasgow, thereafter to the representatives of umquhill John Stark, maltman, in Glasgow, and now to

, on the east; and the highway or common passage upon the north and west parts; together with the hail parts, privileges, and pertinents thereof, with the whole right, title and interest, present and future, of the said fourth parties in and to the said subjects, being the subjects in the burgh of Glasgow and county of Lanark particularly described in a disposition dated 7th and 9th February, 1825, by the said Christian Paterson and Marion Paterson, with consents therein mentioned, in favour of the Reverend Duncan McFarlane, then minister of the Inner High Church of Glasgow, and others, then patrons of the charitable institution called Lennox's School for behoof thereof, and in an instrument of sasine following thereon in favour of the said Reverend Duncan McFarlane and others, dated and recorded in the register of sasines for the burgh of Glasgow, the 7th day of December, 1825: But always with and under the real burdens, conditions, provisions and limitations specified in the said disposition and instrument of sasine thereon: Declaring, as it is hereby specially provided and declared, that the subjects last above disposed to the said lord provost, magistrates and council shall be reserved as an open and free space in all time coming for the use and benefit of the community, and this condition is hereby created a real lien and burden in favour of the said community upon and affecting the subjects last above disposed, and as such shall be duly recorded as a part of these presents, and inserted or validly referred to in all future transmissions and investitures of the said last-mentioned subjects under pain of nullity; and the said second, third and fourth parties severally assign the writs, and the said second, third and fourth parties severally assign the rents; and the said second parties bind themselves to free and relieve the said third and fourth parties of all feu duties casualties and public burdens prior to the date hereof, and also of all feu duties and casualties now and in all time coming quoad the subjects above disposed to them respectively; and the said third parties bind themselves as trustees foresaid to free and relieve the said first parties of all ground annual, cess, annuity and other public burdens, quoad the subjects above disposed to the said first parties in the first place; and the said fourth parties bind themselves as trustees foresaid to free and relieve the said first parties of all ground annual, cess, annuity, and other public burdens, quoad the subjects above disposed to the said first parties in the last place; and the said second, third and fourth parties respectively grant warrandice, but from fact and deed only, and so far as in their power they bind the estates under their charge in absolute warrandice; and all the parties respectively consent to the registration hereof for preservation and execution. In witness whereof these presents written by

A.D. 1888.

James Andrew Thomson, clerk in the town clerk's office, Glasgow (the word "that" being delete, and the words "it has" being partly written on crasure, both on the thirteenth line from the top hereof, and the words "prior to the date hereof, and also of all feu duties and casualties" being interlined, so as to be read between the words "burdens" and "now" in the ninety-eighth line), are subscribed by and on behalf of the parties hereto, all at Glasgow, as follows, viz. :—by the said John Marshall Lang, on the ninth day of November eighteen hundred and eighty-seven years, before these witnesses—William Hayes, writer, Glasgow, and Robert Macgregor Ball, clerk to Fisher Watt and Hayes, writers Glasgow, by the said Robert Agnew, on the sixteenth day of the month and year last-mentioned before these witnesses—the said William Hayes and John Watson, clerk to Fisher, Watt and Hayes, writers, Glasgow, by the said Alexander Barclay, John Black, Edward Railton Catterns, Robert Cross, Henry Cunningham, Peter Galbraith, John Gray, Thomas Lamb, James Lothian, John McCrae James Craig McNaughton, junior, John Robertson, John Rodger, James Scott and William Allison Thomson, all on the sixteenth day of the month and year last mentioned, before these witnesses—Walter Gardner, Church officer, 229, Parliamentary Road, Glasgow, and the said John Watson, by the said John Stark on the day last mentioned, before these witnesses—the said William Hayes and the said John Watson, by the said Andrew Gillespie and George McKinlay on the twenty-ninth day of the month and year last mentioned, before these witnesses—John Ferguson, warehouseman, residing at nine, McAslan Street, Glasgow, and the said Robert MacGregor Ball, by the said James Alexander, on the fourteenth day of December and year last mentioned, before these witnesses—Thomas Brown William Niven, apprentice to the said Fisher, Watt and Hayes, and Alexander John Kinlock Grant, salesman to J M Scott, draper, Canning Street, Glasgow, by the said William King, on the day last mentioned, before these witnesses—Thomas Anderson, signalman, Glasgow and Paisley Joint Railway Company, Glasgow, and the said Thomas Brown William Niven, by the said George Maitland, on the day last mentioned before these witnesses—Joseph Graham Creedon, Petershill Road Glasgow, and the said Thomas Brown William Niven, by the said William Moffatt, on the day last mentioned before these witnesses—John Rankine, clerk to J. and J. Hay ship-brokers, 58, Renfield Street, Glasgow, and the said Thomas Brown William Niven, by Archibald Dunlop, Alexander McLaren and James McFarlane, three members of the town council, and by James David Marwick, town clerk of said city, on behalf of the said lord provost, magistrates and council, on the fifteenth day of the month and year last mentioned, before these witnesses—James Brown, council officer, Glasgow, and Peter Alexander, clerk in the said town clerk's office, by the said Archibald Dunlop, Arthur Mechan, David Morrin, Walter Wilson and James Henderson Martin, being five, and a quorum of the general committee of the said trustees under the Glasgow Improvement Act, 1866, on the twenty-second day of the month and year last mentioned, before these witnesses—John Bowers, writer, City Chambers, Glasgow, and Edwin Sutherland, clerk in the said town clerk's office, and by the said George Stewart Burns, Peter Stewart, Thomas Lightbody, Robert Kilpatrick, William Duff, John Aitken, and John MacWhannell, on the thirteenth day of January, eighteen hundred and eighty-eight years, before these witnesses—William Baird Arthur, church officer, residing at ninety-five, North Hanover Street, Glasgow, and the said John Watson, by the said Thomas Lapraik, on the eighteenth day of the month and year last mentioned, before these witnesses—John Bain, clerk to the said Fisher, Watt and Hayes, and

A.D. 1888. the said John Watson, and by the said James Craig and James Brown
 — Campbell, on the twentieth day of the month and year last mentioned, before
 these witnesses—the said Thomas Brown William Niven, and the said John
 Watson.

(Signed)

William Hayes, Witness.
 R. M. Ball, Witness.
 William Hayes, Witness.
 John Watson, Witness.
 Walter Gardner Witness.
 John Watson, Witness.
 John Ferguson, Witness.
 R. M. Ball, Witness.
 John Rankine, Witness.
 T. B. W. Niven, Witness.
 Thomas, Anderson, Witness.
 Alex. J. K. Grant, Witness.
 Joseph G. Creedon, Witness.
 James Brown, Witness.
 Peter Alexander, Witness.
 John Bowers, Witness.
 Edwin Sutherland, Witness.
 William B. Arthur, Witness.
 John Watson, Witness.
 John Bain, Witness.
 John Watson, Witness.
 T. B. W. Niven, Witness.
 John Watson, Witness.

(Signed)

JOHN MARSHALL LANG.
 ARCHD. DUNLOP.
 ALEXR. McLAREN.
 JAMES McFARLANE.
 J. D. MARWICK, Town Clerk.
 ARCHD. DUNLOP.
 ARTHUR MECHAN.
 DAVID MORRIN,
 WALTER WILSON.
 J. H. MARTIN.
 ROBERT AGNEW.
 JAMES ALEXANDER.
 ALEXANDER BARCLAY.
 JOHN BLACK.
 EDW. R. CATTERNS.
 ROBERT CROSS.
 HENRY CUNNINGHAM.
 PETER GALBRAITH.
 ANDREW GILLESPIE.
 JOHN GRAY.
 WM. KING.
 THOMAS LAMB.
 JAMES LOTHIAN.
 JOHN McCRAE.
 GEORGE McKINLAY.
 JAS. C. McNAUGHTON, JR.
 GEORGE MAITLAND.
 WM. MOFFAT.
 JOHN ROBERTSON.
 JOHN RODGER.
 JOHN STARK.
 JAMES SCOTT.
 W. A. THOMSON.
 GEO. STEWART BURNS.
 PETER STEWART.
 THOMAS LIGHTBODY.
 ROBERT KILPATRICK.
 THO. LAPRAIK, M.D.
 WM. DUFF.
 JOHN AITKEN.
 JOHN MACWHANNEL.
 JAMES CRAIG.
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