



CHAPTER clxii.

An Act for making Subways in the city and suburbs of A.D. 1890.
Glasgow; and for other purposes. [4th August 1890.]

WHEREAS the subways hereinafter described would be of public and local 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 into a company for the purpose of carrying the undertaking into execution:

And whereas it is expedient that the Company incorporated by this Act should be empowered to pay interest out of capital as hereinafter provided:

And whereas plans and sections showing the lines and levels of the subways authorised by this Act, and also books of reference, containing the names of the owners and lessees or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the principal sheriff clerk of the county of Lanark, at his office in Glasgow, and with the principal sheriff clerk of the county of Renfrew, at his office in Paisley, and are hereinafter respectively referred to as the deposited plans, sections and books of reference:

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

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

1. This Act may be cited as the Glasgow District Subway Act, Short title. 1890.

2. The Companies Clauses Consolidation (Scotland) Act, 1845, Part I. (relating to the cancellation and surrender of shares), and
[Price 3s. 9d.] A 1

Incorporation of
Companies

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and Lands
Clauses
Acts.

Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, as amended by the Companies Clauses Act, 1869, and the Lands Clauses Acts are, except where expressly varied by or inconsistent with this Act, incorporated with and form part of this Act.

Incorporation of certain provisions of Railways Clauses Act, 1845.

3. The following clauses and provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, are, except where expressly varied by or inconsistent with this Act, incorporated with and form part of this Act, that is to say, the clauses with respect to the following matters (namely) :—

The construction of the said Act and other Acts to be incorporated therewith ;

The construction of the railway and the works connected therewith ;

The temporary occupation of lands near the railway during the construction thereof ;

The crossing of roads or other interference therewith, excepting clauses thirty-nine to forty-five both inclusive, and fifty-two to fifty-seven both inclusive ;

Mines lying under or near the railway ;

The carrying of passengers and goods upon the railway, and the tolls to be taken thereon, excepting clauses eighty-five, eighty-seven and eighty-eight ;

The regulations of the use of the railway, excepting clauses one hundred and five and one hundred and six ;

The settlement of disputes by arbitration ;

The recovery of damages not specially provided for, and the determination of any other matter referred to the sheriff or to justices ; and

The provision to be made for affording access to the special Act by all parties interested :

And in construing the said clauses and provisions as incorporated with this Act, the expression “the railway” means the subways by this Act authorised to be made.

Interpretation.

4. 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 expression “the Company” means the Company incorporated by this Act ; the expressions “the subway” and “the undertaking” mean respectively the subways and the undertaking by this Act authorised.

5. Henry Robert Baird, William Weir, James Parker Smith, Sir William McOnie, John Wilson, Sir Andrew Maclean, George Ferguson, Robert Falconer, Alexander Smith Baird, William Laird, Alexander Simpson, William Taylor, and Thomas Lucas Paterson, 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 subways, and for other the purposes of this Act, and for these purposes shall be and are hereby incorporated by the name of "the Glasgow District Subway 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.

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Company
incorporated.

6. 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 subways hereinafter described, with all proper rails, stations, junctions, sidings, passing places, shafts, approaches, works, stationary engines, machinery 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.

Power to
make sub-
ways.

7. The subways hereinbefore referred to and authorised by this Act, and which are together hereinafter referred to as "the subway," are—

Description
of subways.

(1.) A subway (hereinafter called subway No. 1), three miles two furlongs and 4·10 chains in length, commencing in the parish of Govan, at a point on the south side of the Govan Road, sixty-five yards or thereabouts south-eastward from the south-west corner of the new booking office and waiting rooms in Govan of the Caledonian Railway Company and Glasgow and South Western Railway Company, and seventy yards or thereabouts south-westward from the south-west corner of Hillock House, Govan, and terminating in the city parish of Glasgow and city and Royal burgh of Glasgow, at a point in the centre of Buchanan Street, fifty-nine yards or thereabouts north-eastward from the north-east corner of St. George's Church:

(2.) A subway (hereinafter called subway No. 2), three miles one furlong and 8·32 chains in length, commencing in the parish of Govan by a junction with subway No. 1 at the point hereinbefore described as the commencement of subway No. 1,

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and terminating in the city parish of Glasgow and city and Royal burgh of Glasgow by a junction with subway No. 1 at the point hereinbefore described as the termination of that subway :

The subway shall consist of tunnels or covered ways, and shall have two lines of rails on the gauge of four feet eight and a half inches, and shall be approached by means of staircases or shafts, with or without hydraulic lifts :

The traffic of the subway shall be restricted to the conveyance of passengers and parcels, in carriages or cars drawn or propelled by means of stationary engines and rope or cable haulage, or by such other means other than steam locomotives, as shall be approved from time to time by the Board of Trade.

Capital.

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

Shares not to be issued until one-fifth paid.

9. 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.

10. 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.

Receipt in case of persons not sui juris.

11. 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 or curator, or curator bonis, shall be a sufficient discharge to the Company.

Power to divide shares.

12. 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.

13. 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 from time to time been payable on the entire share if the same had not been divided.

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Dividends
on half-
shares.

14. 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 the deferred half-share bearing the same number; but if in any year ending the thirty-first day of December, or if the half-yearly accounts of the Company shall be brought down to the thirty-first day of January and the thirty-first day of July, then 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.

Dividends on
preferred
half-shares
to be paid
out of the
profits of
the year
only.

15. 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 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.

Registration
of half-
shares and
certificates
to be issued.

16. 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.

Terms of
issue to be
stated in
certificates.

17. 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 to be created under the authority of this Act, and every such preferred half-share shall, for that purpose, be considered an entire share

Forfeiture
of preferred
half-shares.

A.D. 1890. 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 or surrendered.

18. 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.

19. 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.

20. The Company may, from time to time, borrow on mortgage of the undertaking any sums not exceeding in the whole one hundred and eighty-seven thousand five hundred pounds, and of that sum they may borrow not exceeding in the whole sixty-two thousand five hundred pounds in respect of each sum of two hundred and fifty thousand pounds of their share capital, but no part of any such sum of sixty-two thousand five hundred pounds shall be borrowed until shares for the portion of capital of two hundred and fifty thousand pounds, in respect of which it is to be borrowed, are issued and accepted, and one-half of such portion of capital 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 shares for the whole of such portion of capital have been issued and accepted, and that one-half of such portion of capital has been paid up, and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof, before or at the time of the issue or acceptance thereof, and that such shares were issued bonâ fide and are held by the persons or corporations to whom the same were 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: Provided that no part of the said sum

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of one hundred and eighty-seven thousand five hundred pounds shall be borrowed until at least one continuous mile of the subway has been constructed, which fact shall be ascertained by the certificate of an engineer to be appointed by such sheriff. A.D. 1890.

21. 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 five thousand pounds in the whole. For appointment of a judicial factor.

22. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863; 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 endorsed on all mortgages and certificates of debenture stock. Debenture stock.

23. 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.

24. 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.

25. 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 two thousand pounds in the capital of the Company. Quorum of meetings.

26. The number of directors shall be seven; but the Company may from time to time reduce the number, provided that the number be not less than five. Number of directors.

27. The qualification of a director shall be the possession, in his own right, of not less than fifty shares. Qualification of directors.

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Quorum of
directors.

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

First
directors.

29. Henry Robert Baird, William Weir, James Parker Smith, Sir William McOnie and William Laird, and two persons to be nominated by them or the majority of them and consenting to such nomination, 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 nominated as aforesaid, 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 or nominated as aforesaid being, if they continue 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 for 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.

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

Land for
extra-
ordinary
purposes.

31. The Company may take by agreement, for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act, 1845, any quantity of land not exceeding five acres; but nothing in that Act or 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.

Period for
compulsory
purchase of
lands.

32. The powers of the Company for the compulsory purchase of lands for the purposes of this Act, shall cease after the expiration of three years from the passing of this Act.

Power to
deviate from
lines deli-
neated on
plans.

33. Subject to the provisions of this Act, the Company may, in the construction of the subway, deviate from the lines thereof delineated on the deposited plans to any extent within the limits of deviation marked thereon, as respects the following portions thereof, namely, in subway No. 1, from a point seven furlongs two chains to a point one mile three chains from the commencement of that

subway; and in subway No. 2, from a point one furlong to a point four furlongs, and from a point two miles four furlongs six chains to a point two miles seven furlongs three chains, in both cases measuring from the commencement thereof, anything in the Railways Clauses Consolidation (Scotland) Act, 1845, to the contrary notwithstanding: Provided that in passing under the railway authorised to be constructed by the Trustees of the Clyde Navigation (in this Act referred to as the Clyde Trustees) by the Clyde Navigation Act, 1883, and any Acts amending the same, passed or that may be passed in the present or the next ensuing session of Parliament, the subway shall be constructed on the lines shown on the deposited plans, and no lateral deviation shall be made therefrom without the written consent of the said trustees.

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34. The Company may, in the construction of the subway, deviate from the levels and gradients thereof shown on the deposited sections to such extent as may be found necessary or convenient, provided that no such deviation upwards shall be made in passing under the River Clyde, and provided further that in passing under any road or street the outside of the top of the arch of the subway shall not be nearer the surface than five feet: And provided further that in passing under the railway authorised to be constructed by the Clyde Trustees by the Clyde Navigation Act, 1883, and any Acts amending the same, passed or that may be passed in the present or the next ensuing session of Parliament, the subway shall, between the points five furlongs and six furlongs from the commencement of subway No. 2, be constructed at such depth as shall admit of the said railway being constructed above the subway between the said points with its rails at the level of 11.16 feet above the ordnance datum line: Provided also that in the construction of subway No. 1, under the lands numbered 44, 45, 46 and 47 on the deposited plans, and in the deposited books of reference, in the parish of Govan, the subway shall be constructed, for a distance of fifty-five feet to the northward of the top of the north bank of the River Clyde, on the same level as the level on which it passes under the said north bank of the River Clyde.

Power to deviate from levels on sections.

35. The tunnels or covered ways shall throughout be made and maintained of such strength and durability as shall be sufficient for the effectual support of any buildings, present or future, fronting or abutting on the streets or roads in which the tunnels or covered ways are made, or upon the land over or by the side of the tunnels or covered ways, and for the effectual support of the quay walls, quay sheds, roadways, railways, tramways and works of the Clyde Trustees at present authorised or which may hereafter be authorised,

Tunnels to be made of sufficient strength and durability.

A.D. 1890. not being different in character from their present or authorised works, under which the subway tunnels or covered ways may be constructed, and also of the said railway authorised by the Clyde Navigation Act, 1883, and any Acts amending the same, passed or that may be passed in the present or the next ensuing session of Parliament.

As to works affecting the Caledonian and Glasgow and South Western Railway Companies.

36. Whereas the subway by this Act authorised is intended to be constructed at various places under the railways, works and property belonging respectively to the Caledonian Railway Company hereinafter called "the Caledonian Company," and to that Company and the Glasgow and South Western Railway Company hereinafter called "the South Western Company" jointly (such last-mentioned railways, works and property being hereinafter referred to as "the joint property," and the owners thereof as "the two Companies"), and it is expedient that, notwithstanding anything contained in this Act or shown on the deposited plans and sections, the following provisions shall (unless otherwise agreed between the parties) apply and have effect: Be it therefore enacted as follows (that is to say) :—

- (1.) The subway shall consist of two tunnels or covered ways, neither exceeding twelve feet six inches external diameter, and not more than six feet apart where passing under or through the works or property of the Caledonian Company or of the two Companies, at or near Scotland Street, at or near Cook Street, between Cook Street and Wallace Street, and at or near Argyle Street.
- (2.) The Company shall effectively commence and carry on with due diligence the construction of the portion of subway No. 2, which is intended to pass at or near Argyle Street under the railway of the Caledonian Company, authorised by the Glasgow Central Railway Act, 1888, and therein called railway No. 1 (hereinafter called "the Glasgow Central Railway"), within twelve months from the passing of this Act, and shall complete the said portion of subway where passing under the Glasgow Central Railway, and for fifty yards on each side thereof, within two years from the passing of this Act. The Company shall also, within the period of three years from the passing of this Act, and (subject to the provisions of the next sub-section hereof) at their own cost and expense, construct and fully complete the Glasgow Central Railway above such portion of subway and for a distance of fifty yards on each side thereof, in accordance with the provisions of the Glasgow Central Railway Act, 1888, and of this section, and with the working plans and sections and the specifications of such railway

prepared and issued by the Caledonian Company, except so far as the said plans, sections and specifications shall be modified, as hereinafter provided, and such portions of subway No. 2 and of the Glasgow Central Railway shall be constructed by the Company in all respects subject to the approval of and under the supervision and to the satisfaction of John Wolfe Barry, C.E., Westminster, and of Sir Benjamin Baker, C.E., who shall have power to modify, if necessary, the said working plans, sections and specifications of the said portion of the Glasgow Central Railway, or to extend the time for the completion of the said portion of subway for any further period not exceeding one year beyond the two years hereinbefore limited in that behalf, or, failing agreement between the said engineers, of the inspecting officer, as hereinafter provided. For the purposes of the construction of the said portion of the Glasgow Central Railway, the Caledonian Company shall afford to the Company all reasonable facilities and may and shall communicate their powers and rights, including all powers and rights under contracts, so far as necessary, and the said John Wolfe Barry and Sir Benjamin Baker and such inspecting officer shall, for the purposes of the construction by the Company of the said portion of the Glasgow Central Railway, have all the powers of the engineers and arbiter under the contract known as the Trongate contract, between the Caledonian Company and Messrs. Charles Brand and Son as regards such portion of railway.

- (3.) The Caledonian Company shall pay to the Company, in respect of the construction by them of the said portion of the Glasgow Central Railway as aforesaid, such sums, by such instalments and at such times as they would have been liable to pay to the said Messrs. Charles Brand and Son for the construction of such portion of the Glasgow Central Railway under the provisions of the said contract with them, known as the Trongate contract, and further, such costs of superintendence and incidental expenses as the Caledonian Company would have incurred in connection with the said portion of the Glasgow Central Railway and are saved by reason of the said portion being constructed by the Company under the provisions of this section; and in ascertaining such saving regard shall be had to the extra cost of superintendence incurred by the Caledonian Company by reason of the construction of the works of the Company at Argyle Street; such sums to be ascertained by the said John Wolfe Barry and the said Sir Benjamin Baker, or failing agreement by the inspecting officer as hereinafter

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provided ; and the Company shall relieve the Caledonian Company of all claims, at the instance of their said contractors, in respect of the construction of the said portion of the said railway.

- (4.) In the event of the said portions of subway No. 2, and of the Glasgow Central Railway hereinbefore referred to, or either of them, not being commenced and diligently carried on, or completed within the respective periods hereinbefore limited, the Caledonian Company may thereupon proceed with and complete the said portion of the Glasgow Central Railway, and may enter upon the works of the Company and do all necessary acts and things for that purpose without being responsible to the Company for any interference with or obstruction, damage or injury to their works or undertaking thereby occasioned, and the Company shall repay to the Caledonian Company any additional expense incurred by them under this sub-section by reason of the said portion of the Glasgow Central Railway not being completed within the period hereinbefore limited therefor.
- (5.) The Company shall be solely liable to all persons for any damage or injury at any time caused to any property by or in consequence of the construction of the said portion of the Glasgow Central Railway to be constructed by them as aforesaid, and of the construction of the subway, and shall indemnify the Caledonian Company from all claims and demands in respect thereof.
- (6.) The Company shall, in making subway No. 2, construct the same so that the top of such subway at or near Scotland Street shall be at least seven feet below the level of the rails of the General Terminus Railway of the Caledonian Company at the point of crossing.
- (7.) The Company shall construct and thereafter maintain the subway where the same passes or is intended to pass under any of the existing or authorised railways or works of the Caledonian Company, or of the two Companies, of such strength and durability as shall be sufficient for the effectual and safe support of any such railways and works, or any buildings over the same.
- (8.) The subway shall be made, maintained and used, and all operations connected therewith shall be conducted in such manner as not to injure or endanger the stability of any railways, works or buildings of the Caledonian Company or of the two Companies over the same, nor to cause any

interruption, impediment, inconvenience or danger to the traffic thereon or use thereof. A.D. 1890.

- (9.) The Company shall construct the subway and all works thereof, both temporary and permanent, where the same pass or are intended to pass under or otherwise affect any existing railways, works, buildings or property of the Caledonian Company or the two Companies, and under the Glasgow Central Railway, near the River Kelvin, and for a reasonable distance on each side thereof, according to such method and in such manner and at such level as shall be determined by the said John Wolfe Barry, C.E., and the said Sir Benjamin Baker, C.E., or failing agreement between them as shall be determined by the inspecting officer as hereinafter provided.
- (10.) In the event of any damage or injury being at any time caused, or likely to be caused, to any existing or authorised railways, works or buildings belonging to the Caledonian Company or the two Companies as the case may be, by the construction, maintenance or use of any of the works of the Company, or from any failure or defect therein, the Caledonian Company, or in case of the joint property, the two Companies or either of them, may give notice thereof to the Company, and the Company shall thereupon forthwith take effectual measures to restore or prevent such damage or injury; and in their default or in cases of emergency the Caledonian Company or the two Companies, or either of them, as the case may be, may enter upon the works or property of the Company, and execute and do such works and things as may be necessary to restore or prevent such damage or injury, without being liable to the Company for any injury or interference thereby occasioned to the works or undertaking of the Company; and the Company shall on demand repay to the Railway Company incurring the same, the costs and expenses sustained or paid by them under this sub-section.
- (11.) The Company shall also pay and make good to the Caledonian Company or to the two Companies, as the case may require, all damages and loss sustained by them respectively, from or in consequence of any such damages or injury, as mentioned in the last preceding sub-section, or from or in consequence of any interruption, impediment or inconvenience to the traffic or use of their railways, works, buildings and property at any time arising from the works or operations of the Company, or any failure or defect in such works; and the Company shall also be solely liable to all persons using the railways or works of the Caledonian Company or of the two

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Companies for any damage, injury or loss at any time sustained by them by or in consequence of any such works or operations of the Company, or any failure or defect in such works, and the Company shall indemnify the Caledonian Company from all claims and demands of such persons in respect thereof.

- (12.) All the works of the Company under or affecting the railways, works or property of the Caledonian Company, or the two Companies, shall be executed and thereafter maintained in a good and substantial condition by and in all things at the expense of the Company; and the Company shall repay to the Caledonian Company or the two Companies any expenses reasonably incurred by them in protecting or watching their railways and works, or any of them, during the construction of the works of the subway.
- (13.) The Company shall not, except with the previous consent of the Caledonian Company, or in the case of the joint property with the consent of the two Companies under their respective common seals, acquire any absolute property in any lands or works of the said Railway Companies, but only the right, privilege or servitude of making, maintaining and using the subway and stations in connection therewith, in accordance with the provisions of this Act, nor shall the Company permanently, or temporarily so as to obstruct or inconvenience the traffic of the two Companies at Govan, interfere with the surface of any of the property or works of the two Companies at Govan, or of the Caledonian Company at Kelvin Bridge.
- (14.) The Company shall not commence any works under this Act affecting any railways, works or property of the Caledonian Company or of the two Companies, until the whole of the share capital of the Company shall have been subscribed and one-fifth part thereof paid up.
- (15.) If any difference shall at any time arise between the Company and the Caledonian Company, or in case of the joint property between the Company and the two Companies, or either of them, or between the said John Wolfe Barry and the said Sir Benjamin Baker, with respect to any of the matters referred to in this section, the same shall be determined by one of the inspecting officers of the Board of Trade to be appointed by the Board of Trade, on the application of either party, but at the cost, in all things, of the Company, and the decision of such officer shall be final and conclusive: Provided that if in any case such officer shall decide that the contention

of the Caledonian Company, or of the two Companies, or either of them as the case may be, was unreasonable, they shall pay their own costs. A.D. 1890.

(16.) If the said John Wolfe Barry, or any person appointed in his place as hereinafter mentioned, shall die, or refuse, or become incapable to act under the provisions of this section, his place shall be filled by a person to be appointed by the Caledonian Company; and if the said Sir Benjamin Baker, or any person appointed in his place as hereinafter mentioned, shall die, refuse, or become incapable to act, his place shall be filled by a person to be appointed by the Company.

(17.) The Caledonian Company, or the two Companies, as the case may require, and the Company, shall from time to time pay the fees and expenses of the said John Wolfe Barry and Sir Benjamin Baker, and of any person appointed in their respective places for the purposes of this section, in equal moieties, and the Company shall pay from time to time the fees and expenses of the said inspecting officer.

37. Subject to the provisions of this Act, the Company may, for the purpose of constructing the subway, appropriate and use, without price or consideration, the subsoil of the streets, roads, lanes, courts, squares and passages shown on the deposited plans and described in the deposited books of reference, and may temporarily break up, remove, alter or interfere with all drains, whether public or private, or sewers, and all water, gas, and other pipes therein or thereunder, and the Company shall make good and restore all such drains, sewers and pipes so broken up, removed, altered or interfered with; and the Company may, during the construction of the subway, cross, alter, stop up or divert the said streets, roads, lanes, courts, squares and passages, or any of them, and may take temporary possession of any of them so stopped up: Provided always that nothing in this Act shall enable the Company to remove, alter or in any way interfere with the telegraphs of the Postmaster-General, except in accordance with and subject to the provisions of the Telegraph Act, 1878: Provided also, that the Company shall, before exercising the powers of this section, provide substitutes, so far as may be reasonably possible, for all rights of public way, and for all drains, sewers and pipes interfered with, and shall, in the exercise of the powers of this section, do as little damage as can be, and shall make full satisfaction in manner provided by the sixteenth section of the Railways Clauses Consolidation (Scotland) Act, 1845, to all persons interested, for all damage by them sustained by reason of the exercise of such powers.

Interference
with streets.

A.D. 1890

—
Providing
for ventila-
tion of
subway.

38. Subject to the provisions of this Act, and upon lands belonging to the Company, or over which the Company have an easement or servitude for the purpose, the Company may make and shall for ever after maintain all requisite openings, shafts or vents for the purpose of ventilating the subway, and the Company may for the purpose of such openings, shafts or vents, or for other purposes in the construction of the subway, break up, alter, interfere with and divert all sewers, drains, gas and water mains and 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 and use of the subway or of the said openings, shafts or vents: Provided that nothing in this or the preceding section shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electric Lighting Acts, 1882 and 1888, to which the provisions of section fifteen of the first of those Acts apply, except in accordance with and subject to the provisions of that section.

Provisions
for protec-
tion of the
Postmaster-
General.

39. In the event of the subway being worked or lighted by electricity, the following provisions shall have effect:—

1. The Company shall construct their electric lines and other works of all descriptions and shall work their undertaking in all respects with due regard to the telegraphic lines from time to time used or intended to be used by Her Majesty's Postmaster-General, and the currents in such telegraphic lines, and shall use every reasonable means in the construction of their electric lines and other works of all descriptions, and the working of their undertaking, to prevent injurious affection, whether by induction or otherwise, to such telegraphic lines, or the currents therein. If any question arises as to whether the Company have constructed their electric lines or other works, or work their undertaking in contravention of this sub-section, such question shall be determined by arbitration, and the Company shall be bound to make any alterations in or additions to their system which may be directed by the arbitrator.
2. (A.) Before any electric line is laid down or any act or work for working or lighting the subway by electricity is done within ten yards of any part of a telegraphic line of the Postmaster-General (other than repairs, or the laying of lines crossing the line of the Postmaster-General at right angles at the point of shortest distance, and so continuing for a distance of six feet on each side of such point), the Company or their agents, not more than twenty-eight nor

less than fourteen days before commencing the work, shall give written notice to the Postmaster-General, specifying the course of the line and the nature of the work, including the gauge of any wire, and the Company and their agents shall conform with such reasonable requirements (either general or special) as may from time to time be made by the Postmaster-General for the purpose of preventing any telegraphic line of the Postmaster-General from being injuriously affected by the said act or work.

(B.) Any difference which arises between the Postmaster-General and the Company, or their agents, with respect to any requirements so made, shall be determined by arbitration.

3. In the event of any contravention of or wilful non-compliance with this section by the Company, or their agents, the Company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues, or if the telegraphic communication is wilfully interrupted, not exceeding fifty pounds for every day on which such interruption continues.
4. Provided that nothing in this section shall subject the Company or their agents to a fine under this section if they satisfy the Court having cognizance of the case that the immediate doing of the act or execution of the work was required to avoid an accident, or otherwise was a work of emergency, and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof, stating the reason for doing or executing the same without previous notice.
5. For the purposes of this section a telegraphic line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is, whether through induction or otherwise, in any manner affected by such act or work, or by any use made of such work.
6. For the purposes of this section, and subject as therein provided, sections two, eight, nine, ten, eleven and twelve of the Telegraph Act, 1878, shall be deemed to be incorporated with this Act as if the Company were undertakers within the meaning of those sections, without prejudice nevertheless to any operation which the other sections of the said Act would have had if this section had not been enacted, and, in particular, nothing in this section shall be deemed to exclude

41 & 42 Vict.
c. 76.

A.D. 1890.

the provisions of section seven of the Telegraph Act, 1878, in relation to the matters mentioned in that section.

7. The expression "electric line" has the same meaning in this section as in the Electric Lighting Act, 1882.

8. Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the Board of Trade on the application of either party, whose decision shall be final, and sections thirty to thirty-two, both inclusive of the Regulation of Railways Act, 1868, shall apply in like manner as if the Company or their agents were a company within the meaning of that Act.

9. Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the Company by indictment, action, or otherwise in relation to any of the matters aforesaid.

31 & 32 Vict.
c. 119.

For the
protection of
the National
Telephone
Company,
Limited.

40. For the protection of the National Telephone Company Limited its successors and assigns (in this section called "the Telephone Company") the following provisions shall have effect in the event of any subways of the Company being worked by electricity otherwise than by electrical power carried along with the carriages (that is to say) :—

(1.) The Company shall so construct their electric circuits and other works of all descriptions and shall so work their subway in all respects as to prevent any injurious interference by induction or otherwise with the electric circuits from time to time used or intended to be used by the Telephone Company for the purpose of telephonic communication or with the currents in such circuits: Provided that as regards electric circuits erected or laid down by the Telephone Company after the construction of the works of the Company this sub-section shall only apply if reasonable and proper precautions have been taken in the erection or laying down of such circuits and if they have not been erected or laid down in unreasonably close proximity to the lines or works of the Company :

(2.) Seven days before commencing to lay down any electric line or to supply electricity through any electric line in any manner whereby the work of telephonic communication through any wires or lines belonging to the Telephone Company and lawfully laid down or placed in any position by them may be injuriously affected the Company shall unless otherwise agreed with the Telephone Company give to that company notice in writing specifying the course, nature and

gauge of such electric line and the amount and nature of the current intended to be sent along the same and the Company shall conform with such reasonable requirements as may from time to time be made by the Telephone Company for the purpose of preventing the communication through such wires or lines from being injuriously affected as aforesaid: A.D. 1890.

(3.) If any difference arises between the Company and the Telephone Company with respect to anything in this section contained such difference shall be determined by the Board of Trade whose decision shall be final; and sections thirty to thirty-two both inclusive of the Regulation of Railways Act 1868 shall apply in like manner as if the Company and the Telephone Company were companies within the meaning of that Act:

(4.) Nothing in this section shall apply to repairs or renewals of any electric line so long as the course, nature and gauge of such electric line and the amount and nature of the current sent along the same are not altered.

41. The minute of agreement between the lord provost, magistrates and council of the city and Royal burgh of Glasgow, as such, and as Commissioners acting under the Glasgow Police Act, 1866, and subsequent Acts amending the same, of the first part, and the promoters of the Glasgow District Subways, of the second part, as set forth in the schedule to this Act, is hereby confirmed and made binding upon the parties thereto of the first part and the Company respectively. Confirming scheduled agreement.

42. Notwithstanding anything in this Act contained or shown on the deposited plans, the Company shall not take or otherwise interfere with any part of the premises numbered 13 and 18 on the deposited plans in the city parish of Glasgow. For the protection of Andrew Hunter's trustees.

43. For the protection of Lieutenant-Colonel Sir William Wallace Hozier, Baronet, and his successors, the following provisions shall have effect and be binding on the Company (that is to say):— For the protection of Lieutenant-Colonel Sir William Wallace Hozier, Bart.

(1.) The Company shall, in addition to the land required for the construction of the subway, purchase and take the remainder of that portion of the lands at Partick, in the parish of Govan, and county of Lanark, belonging to the said Sir William Wallace Hozier, which is bounded on the north by Meadowside Road, on the east by the central line of the proposed continuation of Hayburn Street, to be formed fifty feet in breadth from building line to building line, which said central line forms the western boundary of the property of Messrs. David and

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William Henderson and Company, shipbuilders, on the south by the River Clyde, and on the west by a line drawn parallel to the central line of the said proposed continuation of Hayburn Street, and distant not less than one hundred and sixty feet westward therefrom.

- (2.) The Company shall be bound to leave open and unbuilt upon in all time coming, a space of twenty-five feet wide all along the east boundary of the said portion of ground for the formation of one half the width of Hayburn Street, and also to leave open and unbuilt upon such space or spaces upon the remaining lands to be acquired by them as shall be necessary for the formation of such streets in such manner and in such positions as they may be required to do by the said Sir William Wallace Hozier or his successors; and the Company shall be liable for and burdened with the expense of paving and kerbing the footpaths and forming, bottoming, and laying the said streets with good hard metal, or with square dressed or rubble causeway, as the said Sir William Wallace Hozier or his successors may require, and that to his or their satisfaction, and of covering and smoothing the same with gravel or ashes, and of maintaining and upholding the same in sufficient repair in all time coming, so far as the same are formed upon the said ground, and which streets shall be made by the Company whenever required by the said Sir William Wallace Hozier or his successors, and the same shall be mean and common to him and his successors, feuars, and tenants, and to the Company.
- (3.) The Company shall also be at the whole expense of forming, making, and maintaining, whenever required by the said Sir William Wallace Hozier, or his successors, common sewers in the land to be acquired by them, of the materials, dimensions and depth, and in the situations along or upon the said streets, so far as to be formed upon the land to be acquired by them, which may be fixed and pointed out by the said Sir William Wallace Hozier, or his successors, for the purpose of carrying off the waste water and other refuse from the said land and any houses which may be built thereon, and from the houses and buildings on the adjoining lands of the said Sir William Wallace Hozier, or his successors, and the said sewers shall be mean and common to all concerned, and the necessary access and communications shall be allowed to the same accordingly.
- (4.) The lands shall be taken by the Company, subject to any rights or servitudes which may affect the same, and the Company shall be bound to carry out and give effect to all

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obligations incumbent upon the said Sir William Wallace Hozier as proprietor of, or in respect of, the lands to be taken.

(5.) The conveyance of the said land shall contain clauses constituting the provisions before written real burdens upon the said land, and also restricting the use of the land for any purpose which may be deemed a nuisance, similar to the provisions in the titles of the adjoining ground feued to Messrs. David and William Henderson and Company.

(6.) The Company shall make the tunnels, so far as passing through or under such lands, of such strength and durability as shall be sufficient for the effectual support, not only of any buildings upon the remaining lands of the said Sir William Wallace Hozier, but also for the effectual support of all machinery which may be used, and industrial operations which may be carried on, in or upon such buildings or land; and the powers of vertical deviation contained in section thirty-four of this Act shall not apply so far as the subway traverses the land of the said Sir William Wallace Hozier.

(7.) The compensation to be paid for and in respect of any lands to be acquired by the Company under the provisions of this Act shall be payable on the service of the notice to treat with respect to such lands, which notice shall be served within eighteen months after the passing of this Act, and shall be ascertained, in case of difference, in manner provided by the Lands Clauses Acts in the case of disputed compensation in respect of lands taken compulsorily.

44. The Company shall not construct in the River Clyde, below high-water mark, any temporary or other work without the previous consent of the Board of Trade, to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade, and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of, such approval being signified as last aforesaid; and where any such work may have been constructed, the Company shall not at any time alter or extend the same without obtaining, previously to making any such alteration or extension, the like consents or approvals. If any such work be commenced or completed contrary to the provisions of this Act, the Board of Trade may abate and remove the same, and restore the site thereof to its former condition at the cost and charge of the Company; and the amount of such costs and charges shall be a debt due from the Company to the Crown, and shall be recoverable accordingly, with costs.

Works below high-water mark not to be commenced without consent of Board of Trade.

45. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of a work

Survey of works by Board of Trade.

A.D. 1890. — constructed by the Company on, in, over, through or across tidal lands or tidal water, or of the intended site of any such work, the Company shall defray the expense of the survey and examination, and the amount thereof shall be a debt due from the Company to the Crown and be recoverable accordingly with costs, or the same may be recovered with costs as a penalty is recoverable from the Company.

Abatement
of work
abandoned
or decayed.

46. If a work constructed by the Company on, in, over, through or across tidal lands or tidal water, is abandoned or suffered to fall into decay, the Board of Trade may abate and remove the work, or any part of it, and restore the site thereof to its former condition at the expense of the Company, and the amount of such expense shall be a debt due from the Company to the Crown, and be recoverable accordingly with costs, or the same may be recovered with costs as a penalty is recoverable from the Company.

Saving
rights of the
Crown in the
foreshore.

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

Saving
rights of
Crown under
Crown
Lands Act.

48. Nothing contained in this Act, or to be done under the authority thereof, shall in any manner affect the title to any of the subjects, or any rights, powers or authorities mentioned in or reserved by sections twenty-one and twenty-two of the Crown Lands Act, 1866, and belonging to or exerciseable on behalf of Her Majesty, Her heirs or successors.

For protec-
tion of water
and gas
under-
takings.

49. Whereas, in constructing the subway, it is proposed to carry the same underneath several roads and streets, in which are laid mains and pipes of the Commissioners acting under the Glasgow Corporation Waterworks Act, 1855 (in this section called "the Water Commissioners"), the lord provost, magistrates and council of the city of Glasgow, acting under the Glasgow Corporation Gas Acts, 1869 to 1888 (in this section called "the Corporation"), and the Partick, Hillhead and Maryhill Gas Company, Limited (in this section called "the Gas Company"), and it may be necessary for the purposes of this Act to interfere with the said roads and streets,

and the said mains and pipes : And whereas the inhabitants of the city of Glasgow and adjoining police burghs and places are supplied with water by the Water Commissioners by means of certain of the said mains and pipes, and with gas by the Corporation and the Gas Company, by means of other of the said mains and pipes : And whereas it is expedient that provision be made for protecting the said mains and pipes during the construction of the works by this Act authorised, and for preventing any interruption of the supply of water by the Water Commissioners, and of the supply of gas by the Corporation and the Gas Company to the said inhabitants : Therefore the following provisions in that behalf shall be binding on the Company, and have full effect (that is to say) :—

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(A.) At least twenty-one days before the Company commence any works, the execution of which would in any way interfere with or affect any of the said roads and streets, or the substrata of the same, and mains and pipes therein, they shall give to the Water Commissioners, or to the Corporation or to the Gas Company, as the case may be, notice thereof, in writing, accompanied by plans and sections, working drawings and specifications, showing the manner in which the subway and works are proposed to be executed at the points where the same are to be constructed underneath or near to the said mains or pipes, 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 or the Gas Company, and any additional mains or pipes which may be laid by the Water Commissioners, or by the Corporation or the Gas Company, as hereinafter provided, together with all scour pipes and air valves which may be rendered necessary by the operations of the Company, and also the means where any are required of supporting, diverting or protecting the mains or pipes either during the operations of the Company or permanently ; which plans and sections shall be approved of by the engineers of the Commissioners, and of the Corporation and of the Gas Company respectively, previously to the works of the Company affecting the said roads or streets, or the substrata of the same, and mains or pipes therein being commenced, or in the event of any difference of opinion between the said engineers and the engineer of the Company, such difference shall be settled by an arbitrator to be appointed by the sheriff of the county of Lanark : Provided always, that if the Water Commissioners, the Corporation, or the Gas Company as the case may be, do not, within fourteen days after service of such notice on them,

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intimate to the Company their approval or disapproval of the said plans, sections, working drawings and specifications, the Company may thereupon proceed to execute the said works.

- (B.) 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 the Corporation or the Gas Company 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 or the Gas Company.
- (C.) Before any of the mains or pipes of the Water Commissioners, or the Corporation or the Gas Company, 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.
- (D.) When the mains and pipes so interfered with are replaced, and the roadways over the same, or the substrata thereof, are made good, any temporary mains or pipes which may have been laid 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.
- (E.) The works approved of by the engineers of the Water Commissioners, and of the Corporation and of the Gas Company, or the arbitrator to be appointed as aforesaid, so far as they interfere with or affect any of the works or water supply of the Water Commissioners, or of the works or gas supply of the Corporation or the Gas Company, shall be executed by the Water Commissioners, or the Corporation or the Gas Company, 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

the Corporation or the Gas Company, in accordance with this section: Provided always that if the Company shall consider the mode of execution of any such works so approved of or any such incidental works objectionable or unreasonable, they shall have power to appeal to the arbitrator, to be appointed as aforesaid, who shall decide upon any such objection.

- (F.) If the Water Commissioners, or the Corporation or the Gas Company, 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 roads or streets, or substrata of the same, and mains or pipes therein, 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 or to the Gas Company, may have named for commencing the works, fail to commence or at any time thereafter fail to proceed with reasonable dispatch in the execution of the works, the Company at their own expense may remove, alter, or otherwise interfere with the said roads or streets and the substrata of the same and mains or pipes therein, 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 or the Gas Company.
- (G.) The Company shall pay to the Water Commissioners, and to the Corporation and the Gas Company respectively, the amount of all reasonable costs, charges and expenses incurred by the Water Commissioners, or the Corporation or the Gas Company, 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 superseded by new works.
- (H.) The Water Commissioners, or the Corporation or the Gas Company shall not be liable for any damage or injury done to the works of the Company, or to any of the roads or streets underneath which the subway is to be formed, or otherwise howsoever by reason of any of the works executed under this Act, or consequent on the execution thereof, and the Company shall indemnify the Water Commissioners and the Corporation and the Gas Company, and save them harmless from and against the consequences of all such damage or injury, unless such damage or injury shall have been occasioned by the default or neglect of the Water Commissioners, or the Corporation or

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the Gas Company, or of their respective agents, officers, workmen or servants.

(I.) If at any time any accident shall occur to the mains and pipes belonging to the Water Commissioners or to the Corporation or the Gas Company, at or near any of the points where the subway is to be constructed underneath the said mains or pipes, in respect of which it may be necessary to interfere with any of the works of the Company, it shall be lawful for the Water Commissioners or the Corporation or the Gas Company 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 subway: Provided always, that the Water Commissioners or the Corporation or the Gas Company 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 subway, so far as the same can be repaired without interrupting the repair of the said mains or pipes.

(J.) The Water Commissioners or the Corporation or the Gas Company shall not be liable for any loss or damage which may happen to the subway or works connected therewith, or to the rolling stock used, or to the passengers or goods conveyed upon the subway, by reason of any accident which may at any time happen to the said mains or pipes, at or near any of the points where the subway is to be constructed underneath the same; nor from any loss or damage to the Company arising from the stoppage or loss of traffic on the subway during the repair of the said mains or pipes which may be necessary in consequence of such accident, unless such loss or damage shall have been occasioned by the default or neglect of the Water Commissioners or the Corporation or the Gas Company, or of their agents, officers, workmen or servants.

(K.) Nothing in this Act shall prevent the Water Commissioners or the Corporation or the Gas Company from laying from time to time, as they think proper, any additional pipes which may not interfere with the permanent use of the subway, for the purposes of the said water or gas supply within the area of the said streets and roads underneath which the subway is to be constructed, and the Water Commissioners or the Corporation or the Gas Company shall not be liable for any loss or damage which may happen to the subway, or for any stoppage of the subway or loss of traffic thereon that may be caused by the

A.D. 1890.

laying of such additional pipes, but the Company shall indemnify them and save them harmless from and against the consequences of such damage, stoppage or loss: Provided always, that the Water Commissioners or the Corporation or the Gas Company shall give to the Company twenty-one days' notice in writing, accompanied by plans, sections and specifications, showing the manner in which such additional pipes are proposed to be laid before commencing the laying of such additional pipes, and shall complete the same with all reasonable dispatch: Provided also, that the Company shall be entitled to execute such works as they may think necessary to secure the subway 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 further, that the works necessary for laying such additional pipes by the Water Commissioners or the Corporation or the Gas Company, and the works necessary to secure the subway 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 or the Gas Company, and of the Company respectively, or in case of difference between them, then according to a plan to be so approved of by an arbitrator to be appointed as aforesaid.

- (L.) The special provisions herein contained for the protection of the Water Commissioners and the Corporation and the Gas Company 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 as far as they may be inconsistent with any of the special provisions herein contained, shall be and remain in full force and effect.
- (M.) In all cases in which an arbitrator shall be appointed as aforesaid he shall have power to determine by whom and in what manner the costs of and incident to the arbitration shall be paid.

50. For the protection of the lord provost, magistrates and council of the city of Glasgow, 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 Act called "the Corporation"), and for the protection of the Glasgow Tramway and Omnibus Company, Limited, and the lessees or workers for the time being of the tramways of the

For protection of the Corporation of Glasgow, the Tramway Company, and the Police Commissioners of Govan,

[Ch. clxii.] *Glasgow District Subway Act, 1890.* [53 & 54 VICT.]

A.D. 1890. Corporation (hereinafter called “the Tramway Company”), and of the commissioners of police of the burghs of Govan, Partick, Hillhead and Kinning Park respectively (in this Act called “the local authorities”), and of the county road trustees of the county of the lower ward of Lanark (in this Act called “the road trustees”), the following provisions shall have effect and be binding on the Company (that is to say):—

Notice. (A.) At least twenty-one days before the Company commence any works, the execution of which would in any way interfere with or affect any of the roads or streets, lanes, footpaths or public places in the city and Royal burgh of Glasgow, or in the burghs of Govan, Partick, Hillhead and Kinning Park respectively, or in the county of the lower ward of Lanark, or which would interfere with or affect the sewers and drains belonging to the Corporation or the local authorities, or which they have the right of using, the Company shall give to the Corporation and the local authorities, or to the road trustees, as the case may be, notice thereof in writing, accompanied by plans, sections, working drawings and specifications, showing the manner in which the subway and works connected therewith in the roads or streets within the said city and Royal burgh, burghs and county respectively, are to be executed, and also the means to be employed for protecting the said roads, streets, lanes, footpaths, or 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, or public places, sewers and drains; which plans, sections, working drawings and specifications shall be subject to the approval of the Corporation and the local authorities, or of the road trustees, as the case may be, previously to the works of the Company affecting the said roads, streets, lanes, footpaths, or public places, sewers or drains being commenced: Provided always, that if the Corporation, local authorities or road trustees 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 the said works.

Extent of surface interference. (B.) Where the subway and works and operations of the Company are carried on upon the surface of the ground, the Company shall not, except as otherwise specially provided with reference to the city of Glasgow, at any one time, without the consent of the Corporation, or the local authorities, or the road trustees,

interfere with or occupy for the purposes of the said subway and works and operations, a greater extent of road or street surface than one hundred and fifty lineal yards. A.D. 1890.

(c.) In every case in which the Company interfere with any road, street, lane, pavement, footpath, or tramway, the Company shall, to the satisfaction of the Corporation, or of the local authorities, or of the road trustees— Restoration of roads, &c.

- (1.) Restore the road, street, lane, pavement, footpath, or tramway so interfered with by the said works, or by subsidence occasioned thereby, to its original level;
- (2.) Cause the road, street, lane, pavement, or footpath to be maintained till properly consolidated;
- (3.) Make good the paving and metalling of the road, street, lane, pavement or footpath, and whenever necessary cause the road, street, lane, pavement or footpath to be repaved or remetalled over their entire width;
- (4.) Provide and maintain all requisite communications and accesses for foot passengers to and from the houses and other buildings in the streets or roads so interfered with.

(d.) Where the subway and works and operations of the Company are carried on upon the surface of the ground within the city of Glasgow and burghs of Govan, Partick, Kinning Park and Hillhead, the Company shall not at any one time, without the consent of the Corporation or of the local authorities, interfere with or occupy, for the purposes of the said subway and works and operations, a greater extent of road or street surface than one hundred lineal feet, and the portions of the road or street surface so interfered with or occupied shall not be nearer to each other than one hundred and fifty lineal yards. The Company shall not at any time close against vehicular traffic any road or street within the city of Glasgow and the burghs of Govan, Partick, Kinning Park and Hillhead, with the exception of Scotland Street, and they shall place no shaft or other obstruction at the crossings of West Street, Eglinton Street, Norfolk Street, Oxford Street, Carlton Place, Great Clyde Street and Howard Street, or at any crossing in the said burghs. The Company shall, wherever it may be necessary, provide temporary bridges of the width and strength requisite for the accommodation of the traffic on the roads or streets interfered with by them; and where they shall construct the subway by tunnelling without opening the surface of the roads or streets, the sites of such shafts as may be required for the construction of the subway shall be fixed by the Corporation or the local authorities. The Corporation or the local authorities shall not

Works affecting roads or streets in city and burghs.

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incur or be under any obligation or responsibility whatever in respect of the operations and works of the Company, whether these shall be prescribed or approved of by them or not, and the Company shall free and relieve the Corporation and the local authorities of all claims, if any, which may arise in connection with or consequent upon such operations and works.

Maintenance
of footpaths.

(E.) 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, or by any of the local authorities.

Interference
with tram-
ways.

(F.) Wherever the subway 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 subway 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, 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 subway 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 or the Tramway Company 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 or the Tramway Company, 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 or the Tramway Company of such claim, and of all costs and expenses of and incident thereto, excepting as aforesaid ; and except with consent of the Corporation and the Tramway Company, any operation of the Company which would cause such interruption or interference shall be conducted between the hours of twelve o'clock midnight and five o'clock in the morning 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 in the morning, subject to payment of compensation to the Tramway Company for the loss of traffic (if any) occasioned by such extension.

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(G.) Wherever the subway 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 subway.

Maintenance
of roadway
and tram-
ways.

(H.) 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 the local authorities, 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 or the local authorities 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

Works
affecting
sewers or
drains.

A.D. 1890.

Corporation and the local authorities 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 or the local authorities, 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 connected 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 or the local authorities 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 or the local authorities, but all such rights, powers and authorities shall be as valid and effectual as if this Act had not been passed.

Saving
rights under
Railways
Clauses Act.

(I.) The special provisions in this Act contained for the protection of the Corporation, the local authorities and the road trustees 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.

Saving
rights.

(J.) Nothing contained in this Act shall prejudice or affect the rights of the Corporation and the local authorities in regard to the sewers within the said city and burghs respectively, under the Glasgow Police Acts and the General Police and Improvement (Scotland) Act, 1862, and other Public Acts affecting the same.

Plans, &c.
of stations
to be sub-
mitted to
Corporation
or local
authorities,
or road
trustees.

51. At least two months before the Company commence the construction of any station within the city and Royal burgh of Glasgow, or the burghs of Govan, Partick, Hillhead and Kinning Park respectively, or within the county of the lower ward of Lanark, the Company shall submit to the Corporation, or the local authorities, or to the road trustees, as the case may be, plans, sections and elevations of such station, and the accesses thereto, which plans, sections and elevations shall, so far as the same affect any road, street, lane, or public place, be subject to the reasonable

approval of the Corporation, or of the local authorities, or of the road trustees, previously to the said station being commenced. A.D. 1890.

52. The Company shall, from time to time, make all necessary provisions for the ventilation of the subway, so far as the same is within the city, to the satisfaction of the Corporation. Company to provide for ventilation of subway within city.

53. The Company shall not make in any road, street or lane, or in the pavements or footways thereof, any openings, shafts or vents for the purpose of ventilating the subway, or for the admission of fresh air, except with the consent of the Corporation, or the local authorities, or the road trustees, which consent the Corporation, or the local authorities, or the road trustees may at any time recall. All openings, shafts or vents to be constructed for the purpose of ventilating the subway shall be so constructed as not to discharge between the building line on either side of the road or street, and so as not to hinder or obstruct the traffic of the road or street, 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, or in the burghs of Govan, Partick, Hillhead and Kinning Park, or in the county of the lower ward of Lanark, they shall from time to time give to the Corporation, or the local authorities, or the road trustees, notice thereof in writing, accompanied by plans, sections, working drawings and specifications, showing the manner in which such ventilating works are proposed to be executed, which plans, sections, working drawings and specifications shall, so far as the same affect any road, street, or lane, or the pavements or footways thereof, be subject to the reasonable approval of the Corporation or the local authorities, or the road trustees, 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 the local authorities, or the road trustees require alterations to be made therein, the Company shall from time to time make such alterations, and shall previously submit new plans, sections, working drawings and specifications to the Corporation and the local authorities and the road trustees; and such altered or new ventilating works shall, so far as aforesaid, be made only in accordance with plans, sections, working drawings and specifications to be subject to the reasonable approval of the Corporation and the local authorities and the road trustees respectively. As to execution of ventilating works.

54. The Company shall pay to the Corporation and the local authorities and the road trustees the costs and expenses they may Company to pay expenses incurred in

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superintending
works.

reasonably incur or be put to in superintending the works authorised by this Act, or otherwise, or with reference to any of the matters aforesaid, or hereinafter provided for.

Power
reserved to
Corporation,
local authorities and
road trustees
to carry out
future public
improvements.

55. Nothing in this Act contained shall prevent the Corporation or the local authorities or the road trustees at any future time from carrying out any public improvement, or any repairs, diversions, alterations, developments or extensions of the existing or contemplated works, in connection with any department, including tramways on the surface of streets, administered by them respectively, either above or below the level of the subway, or from laying new sewers, and wherever any of these works or sewers are, or but for the construction of the subway might have been, carried across, above, or under the subway, the Company shall pay to the Corporation and the local authorities and the road trustees any additional expense they may reasonably incur or be put to in the carrying out of the same by reason of the making or maintaining of the subway 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 or the local authorities or the road trustees, unless such damage shall have been occasioned by the default or neglect of the Corporation, or the local authorities, or the road trustees.

Provision for
arbitration
in case of
difference.

56. If the Corporation, or the Tramway Company, or the local authorities, or the road trustees, or the Gas Company and the Company shall differ upon or with reference to any plans, elevations, sections or other particulars which, under the provisions herein contained, are to be delivered by the Company to the Corporation, and the Tramway Company, and the local authorities, and the road trustees, and the Gas Company, 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 other particulars, or any of the provisions of this Act, every such difference shall, on the application of the Company, or of the Corporation, or the Tramway Company, or the local authorities, or the road trustees, or the Gas Company, be referred to the determination of an arbitrator, to be mutually agreed upon before the construction of the subway and works hereby authorised is commenced, and, failing such agreement, as may be appointed on the requisition of any of them, by the sheriff of the county of Lanark, and such arbitrator shall have power to determine the matter in difference, and the costs of and incident 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 parties failing to agree as to another arbitrator, the sheriff shall, as often as occasion requires, appoint another arbitrator in room and place of the arbitrator previously appointed as aforesaid.

57. The Company shall completely restore the whole of the surface of each of the roads or streets in the said city and burghs within eighteen months from their first breaking up any part thereof respectively; and failing their so restoring the same in that period, they shall pay to the Corporation and the local authorities a penalty not exceeding five pounds for every day any part of the said surface shall remain unrestored after the said period. The Company shall not be entitled, in the construction of their works, to use, occupy or obstruct the footpaths or pavements of any street or road within the said city and burghs, unless so far as they require to do so in constructing any station therein, or unless the property to be occupied is described, and the names of the owners, lessees and occupiers thereof are entered in the deposited books of reference, or such owners, lessees, and occupiers, and the Corporation and the local authorities have consented thereto; and in all such cases, unless as aforesaid, they shall at all times leave a free passage for traffic along the said footpaths or pavements within the said city and burghs.

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Provision for
constructing
subway in
roads or
streets.

58. 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 or repair of the subway or other works, or otherwise the Company shall be bound to use such engines so as not to be offensive or to cause a nuisance; and nothing in this Act shall exempt the Company from any indictment, suit, action or other proceeding at law or in equity, in respect of any nuisance caused by them; but no engine or engine house or machinery, erected or used upon lands shown on the deposited plans and described in the deposited books of reference, for the purpose of constructing or working the subway, shall be considered a nuisance, unless the same shall be found to emit smoke or steam, or to cause noise or vibration beyond what is reasonably necessary for the working of the machinery in constructing and working the subway.

Company
only to use
coke in
making sub-
way, and not
to be exempt
from action
for nuisance.

59. The provisions of sub-sections (G), (H), (I), (J) and (K) of the section of this Act of which the marginal note is "For protection of water and gas undertakings," shall apply to the local authorities of the burghs of Govan, Partick, Hillhead and Kinning Park, and to all streets and roads within the said burghs and to the sewers therein.

Certain pro-
visions of
Act to apply
to local
authorities
of burghs.

60. The Company, in constructing the subway, shall not, between the hours of ten o'clock in the afternoon and six o'clock in the forenoon of the following day, drive piles or carry on any other operations involving serious noise or disturbance, within a distance

Provision
against
driving piles
&c. during
certain
hours.

A.D. 1890. — of one hundred yards of any dwelling house, unless with the consent in writing of the Corporation or local authority, as the case may be first had and obtained; but in case of emergency, such consent shall not be necessary, provided the Company give intimation to the Corporation or local authority, as the case may be, with the least possible delay, that they have so acted; and such night work shall only be allowed to continue so long as necessity for it may exist.

Roads and streets to be kept open for foot passengers.

61. The Company shall not at any time, in constructing the subway, or in executing any works in connection therewith, stop up or close any road or street against the passage of foot traffic; and the towing path of the River Clyde shall in this respect be held to be a street.

As to temporary closing of streets for vehicular traffic.

62. If in the course of their operations the Company shall temporarily stop up or close against vehicular traffic one of two adjacent and parallel streets, the other of which could serve as an alternative route for the traffic usually passing over or through the street so temporarily closed or stopped up, then that other street shall not be stopped up or closed against vehicular traffic, unless and until the first street shall have been reinstated and reopened for vehicular traffic. If in the case above contemplated or otherwise in consequence of the Company's operations it should happen that great traffic or exceptionally heavy loads should be transferred from a road or street which has been paved or formed in a special manner to fit it for the passage of such great traffic or exceptionally heavy loads, to a road or street which has not been paved or formed in such special manner, and in consequence the latter street should suffer damage of an unusual description and amount, then such unusual damage shall be made good to the Corporation or local authority, as the case may be, by the Company.

Limiting period for restoration of roads and streets.

63. Whenever the Company shall, in virtue of the powers contained in this Act, stop up or close against vehicular traffic any road or street, then the period from the time of their beginning so to close or stop up the said road or street to the time of their completing the restoration of the same and reopening it for vehicular traffic shall not exceed three months; and they shall be liable in a penalty payable to the Corporation or local authority, as the case may be, not exceeding five pounds for every day after the expiry of the said period of three months that the said road or street shall remain unrestored and not reopened for traffic.

Certain roads and streets in Govan not to be closed

64. The Company shall not at any time, in the course of their operations, close against vehicular traffic the following roads or streets of the burgh of Govan, namely, Govan Road, Queen Street,

Summertown Road, Copland Road, Whitefield Road, Paisley Road, Cornwall Street, Lambhill Street, and West Scotland Street east of Lambhill Street; and if in order to a full observance of this condition it becomes necessary to construct or provide temporary bridges or other supports under these roads or streets during the Company's operations, such temporary bridges or supports shall be of such width and strength as will conveniently and safely carry the loads that shall pass over them during the period of their existence, and in the event of the Company failing to do so they shall free and relieve the commissioners of police of the said burgh of Govan of all claims, if any, which may arise in consequence thereof.

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—
for vehicular traffic.

65. Notwithstanding anything provided in this Act, or anything shown upon the deposited plans and sections, the Company shall not, without the consent of the commissioners of police of the burghs of Govan and Partick, construct the subway or any part thereof within the said burghs at such levels as will necessitate any permanent alteration of the levels of the sewers of the said burghs.

Providing against alteration of levels of sewers in Govan and Partick.

66. The Company shall be bound to construct the tunnel under the roads and streets below which the subway passes, of sufficient strength to bear and carry, in all time coming, the traffic of the said roads or streets, and in the event of their failure to do so, shall free and relieve the Corporation, or any local authority affected thereby, of all claims, if any, which may arise in consequence of such failure.

For protection of the traffic of the roads or streets under which the subway passes.

67. Whereas the subsoil of the street or streets between Great Clyde Street and St. George's Church (in this section called "the street") consists of soft material, and the buildings in the street are occupied for the most part as large shops and warehouses, and there are therein St. Enoch Station and Hotel, and a club house, stock exchange, and bank, in connection with all which there is a large carriage traffic: Therefore the following provisions shall have effect and be binding on the Company with reference to the construction of the subway in the street (that is to say):—

For the protection of proprietors of property between Great Clyde Street and St. George's Church, Buchanan Street, Glasgow.

(A.) Notwithstanding anything in this Act, the Company shall not, in constructing their works in the street, open or in any way interfere with the surface of the street except for the purpose and to the extent in this section mentioned, but they shall in constructing such works, make use of a shield or other process without opening or in any way interfering with the surface of the street, unless it be determined that the works cannot be so carried out with as much safety to the

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buildings in the street as by the use of any other known method of construction; and the question whether the works can be so carried out shall, if the Company so require, be determined by an engineer to be appointed for the purpose by the President of the Board of Trade, on the requisition either of the Company or of any five or more owners or occupiers of property in the street, or of the Glasgow and South Western Railway Company; and for enabling the engineer fairly to determine the question, the Company shall make a trial of such shield or other process to such extent and subject to such regulations as the said engineer may prescribe. The cost of the reference, including the remuneration and charges of the referee and the costs of the parties, shall be borne by the Company.

(B.) If the referee shall determine the said question in the negative, the Company may occupy the carriageway of the street for the construction of the subway in the manner and subject to the provisions following, viz. :—

(1.) Only one-half of the surface of the carriageway shall be occupied, leaving the other half of the carriageway for the passage of the public until such time as that half of the carriageway first occupied has been restored to a good and proper state for the safety and convenience of the public, and then, and not before, it shall be lawful for the Company temporarily to occupy the other half of the said carriageway.

(2.) The Company shall not at any one time occupy more than fifty lineal feet in length of one-half of the said carriageway.

(3.) They may open the surface and excavate each fifty-feet section of the carriageway to such depth as may be necessary for forming the roofs of the tunnels.

(4.) They may, subject to the condition hereinafter contained in reference to the time within which the work in the street shall be completed, occupy any fifty-feet section if necessary, and may close the same against vehicular traffic for a period not exceeding twenty consecutive days.

(5.) Subject to the above limit, the Company shall restore each fifty-feet section as their operations proceed, so that the surface of the street, except the fifty feet occupied, may be available for traffic.

(6.) No work shall be carried on upon such section between the hours of nine o'clock in the forenoon and six o'clock

in the afternoon on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, and between nine o'clock in the forenoon and two o'clock in the afternoon on Saturdays. A.D. 1890.

- (7.) During the prohibited hours the openings in the streets shall be neatly and substantially covered over, so as to conceal the workings below.
- (8.) During the prohibited hours no materials, tools or débris shall be allowed upon the surface, nor any projection above the surface, from the openings below.
- (9.) If piling be used, the same shall be done as expeditiously as possible, and so as to cause as little inconvenience and annoyance as may be to the owners and occupiers of property in the street, and in sections not exceeding fifty lineal feet each, and at such rate that, including the laying down and removing of plant and materials, driving of the piles and restoration of the carriageway, the piling shall be completed in each section within eight days at the furthest, exclusive of the twenty days mentioned in paragraph numbered (4) of this sub-section, and no piling shall be carried on during the prohibited hours specified in paragraph (6) of this sub-section, but the machinery and partially driven piles, and piles immediately required for driving, shall be allowed to remain during these hours. No store of piles shall be kept upon the street, and the piles shall be brought to the street only as they are actually required.
- (c.) If the referee shall determine the question to be submitted to him under sub-section (A) in the affirmative, and the work is done in the manner specified in the said sub-section (A), the Company may, if necessary, successively close to vehicular traffic the portion of the street under which their operations are being conducted, but so that there shall not be closed at any one time a greater space than fifty feet in length and one-half the width of the street in breadth, or for a longer time than twenty consecutive days.
- (d.) The fence to be erected for closing sections of the street against vehicular traffic under sub-sections (B) or (C) shall be as low as possible, of neat design, and of such a nature as to obstruct the view of persons using the street as little as may be; and, in case of difference, shall be erected at the sight and to the satisfaction of the master of works of the city of Glasgow for the time being.

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- (E.) Although as hereinbefore provided, the Company may occupy any section of the street of fifty feet in length when necessary for twenty days, in virtue of sub-section (B), and may occupy such section for the purpose of piling for eight days in virtue of the same sub-section, or may close such section against vehicular traffic for twenty days in virtue of sub-section (C), they shall nevertheless finish and complete all works, matters and things connected with the subway in the street, and give or restore to the public the uninterrupted use of the same within two years from the day in which the street shall have been first interfered with, exclusive of the time occupied in the trial operations.
- (F.) If any of the times limited by the preceding sub-sections of this section shall be exceeded, the Company shall be liable in a penalty of not less than ten pounds and not more than thirty pounds for every day or part of a day after the expiration thereof respectively, and such penalty shall be recoverable with costs in the sheriff court of Lanarkshire at Glasgow on summary application by all or any of the owners or occupiers of property in that part of the street which is opposite to and is on the same side as the portion in which the time limited has been exceeded.
- (G.) No part of the foot pavements in the street shall be occupied or interfered with by the Company for any purpose, and except to the extent hereinbefore mentioned, the carriage-way in the street shall not be interfered with or occupied by them.
- (H.) The Company shall not use gunpowder or any other explosive substance in the construction of the works in or under the street.
- (I.) If the Company make use of steam engines, they shall burn coke only.
- (J.) The public sewer in the street shall not be interfered with so as to interrupt or impair the drainage present or future of the buildings in the street; and no ventilating shaft or other opening or shaft shall at any time be made in the street.
- (K.) The Company shall make to the owners and occupiers of, and all other parties interested in the lands and buildings in the street, full compensation for all injuries or damage which may in any way arise to any of the said lands, or to any buildings present or future thereon, or to any goods, furniture or effects thereon or therein, by reason of the execution of the works of or in connection with the subway, or of the exercise

of any of the powers hereby or by any of the incorporated Acts conferred upon the Company; and such compensation shall be recoverable from time to time as such injuries or damage shall accrue or be discovered, but no claim for such compensation shall be made or allowed, unless the occurrence of the injury or damage in respect of which it is intended to claim, if known to the claimant, shall be notified in writing to the Company, without unreasonable delay, by the person intending to claim, nor shall any such claim be recoverable unless it shall be presented to the Company by such person within six months from the discovery of the damage complained of: Provided, that the rights and remedies in this section shall be in addition to the rights and remedies which the owners or occupiers of, or other parties interested in any premises in the street may or shall have against the Company by virtue of this Act, or of any of the Acts incorporated herewith.

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68. Whereas the subway is intended to be carried across or along part of Great Western Road, situated immediately to the west and south-west of the Lansdowne United Presbyterian Church, in connection with which there is a very high and heavy spire, and it is necessary to make provision for the mode in which the works connected with the undertaking at that point shall be executed: Therefore, notwithstanding the limits of deviation shown on the deposited plans, no part of the subway or works shall be constructed or carried on at any point north of the northern line of the subway, as shown on the deposited plans, in so far as the subway or works may be opposite the said spire; and the Company shall make to the owners of the said church full compensation for all loss and damage which may result thereto, or to the property therein, by reason of the execution of the works or the exercise of any of the powers conferred by this Act or the Acts incorporated herewith; and injuries recoverable under this section shall be recoverable from time to time, as such injuries may accrue or be discovered, but no claim in respect thereof shall be made or allowed unless the occurrence of the damage in respect of which it is intended to claim, if known to the claimants, shall be notified in writing to the Company without unreasonable delay, nor shall any such claim be recoverable unless it shall be presented to the Company within six months from the discovery of the damage complained of; and the said works shall be so conducted as not to interfere with the convenient access to the said church during the operations.

For the protection of the Lansdowne United Presbyterian Church.

69. For the protection of the Trustees of the Clyde Navigation (in this Act called "the Clyde Trustees") the following provisions shall apply and receive effect, viz.:—

For the protection of the Clyde Navigation Trustees.

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- (1.) The Company shall construct the subway under the River Clyde, and all other works, both temporary and permanent, necessary and incidental to the construction thereof, or affecting the property or works at present authorised or which may hereafter be authorised, not being different in character from their present or authorised works of the Clyde Trustees, in accordance with the provisions of this Act and according to such plans, sections and specifications, and of such quality and strength of materials, and in every other respect in such manner as shall be previously submitted to and approved in writing by the engineer of the Clyde Trustees for the time being. The Company shall not commence the construction of any part of the subway or works under the River Clyde or the quays or wharves connected therewith, or under the line of the said intended railway authorised by the Clyde Navigation Act, 1883, and Acts amending the same, until such plans, sections and specifications have been so submitted and approved: Provided always that if the said engineer shall for the period of one month neglect or refuse to approve such plans, sections or specifications, or shall disapprove the same, then the subway or works shall be constructed according to plans, sections and specifications to be submitted to and approved (subject, however, to the special provisions of this section) by an engineer to be agreed upon by the Company and the Clyde Trustees, or in default of agreement to be appointed, at the request of either the Company or the Clyde Trustees, by the sheriff of the county of Lanark.
- (2.) All the works and operations of the Company shall be carried on so as in no way to obstruct, impede or interfere with the free and uninterrupted and safe use of the navigation of the Clyde Trustees, or with the traffic thereon and of the quays and wharves connected therewith; and if any such obstruction or interference shall be caused or take place, the Company shall pay to the Clyde Trustees full compensation in respect thereof, to be recovered with full costs in any court of competent jurisdiction.
- (3.) The Company shall pay to the Clyde Trustees 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.
- (4.) All the said works of the Company shall be executed in a substantial and workmanlike manner, and shall be maintained in a good and substantial condition, and if any loss or damage should be sustained by the Clyde Trustees, by reason of the failure of any of the works or of the use thereof by the

Company, the Company shall pay to the Clyde Trustees full compensation in respect thereof, to be recovered as aforesaid. A.D. 1890.

- (5.) The Company shall not (except with the previous consent of the Clyde Trustees under their common seal) acquire any absolute property in any quays or wharves of the Clyde Trustees, but only the right, privilege or servitude of making maintaining and using the subway within the limits of deviation and in accordance with the provisions of this Act.
- (6.) All the aforesaid works of the Company shall be executed and thereafter maintained by and in all things at the expense of the Company.
- (7.) Notwithstanding any approval of the plans, sections and specifications of the subway and works by the engineer of the Clyde Trustees, the Trustees shall not incur or be under any obligation or responsibility whatever in respect of the operations and works of the Company, and the Company shall indemnify free and relieve the said trustees of all claims for loss or damage of every description (if any) which may arise or be made against the said Trustees in connection with or consequent upon such operations and works.
- (8.) The Clyde Trustees shall not incur or be under any obligation or responsibility for any damage which may be caused to the Company's subways, tunnels or other works, either by any future operations of the Clyde Trustees, or by vessels sunk or being lifted or otherwise dealt with in the harbour of Glasgow or the River Clyde, unless in the case of such damage being caused by the default or negligence of the said Trustees or those for whom they are responsible.
- (9.) In the construction of the railway authorised by the Clyde Navigation Act, 1883, and Acts amending the same, the Clyde Trustees shall be entitled, within three years from the passing of this Act, to acquire and use, for the purpose of enabling such railway to cross the subway, so much of the land numbered 73 on the deposited plans and in the deposited books of reference, in the parish of Govan (provided the Company shall by that time have acquired or have right to acquire the said lands), as shall be reasonably necessary for that purpose, paying therefor such price as may be agreed upon, and failing agreement as shall be fixed by arbitration in terms of the Lands Clauses Acts.
- (10.) If any difference shall arise between the Company and the Clyde Trustees or their respective engineers as to anything to be done or not to be done under the provisions of this section, the same shall be referred to and determined by an engineer

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to be agreed upon between the parties, or if they cannot agree, to be appointed on the application of either of the parties in difference, by the sheriff of the county of Lanark, and the award of the engineer so appointed shall be final and binding on both parties, and the costs of the arbitration shall be in the discretion of the arbitrator.

(11.) The Clyde Trustees having agreed that, in the execution of any necessary repairs of the quay wall of their Custom House quay at the point where subway No. 2 is intended to pass under the same, they shall keep the piling sufficiently short to enable the subway to be constructed on the levels shown on the deposited sections, upon condition of the Company undertaking any risk of damage to the works of the Clyde Trustees arising in consequence of the piling not being carried lower than the level of the top of the subway: Therefore, in the event of the said quay wall, after being repaired as aforesaid, sustaining any injury in consequence of the piling not being carried lower than the level of the top of the subway either before or after the construction thereof, the Company shall bear and pay the whole expense of making good such damage.

Company
to exhibit
lights on
works in
River Clyde.

70. The Company shall, at or near to any works in or on the River Clyde, by this Act authorised, and upon any temporary works which may be placed in the river by the Company during the making of the subway or works connected therewith, exhibit and keep burning every night, from sunset to sunrise, such lights (if any) as the Clyde Trustees shall from time to time direct. If the Company fail to comply in any respect with the provisions of this section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

For the
protection of
the North
British
Railway
Company.

71. In constructing the subway by this Act authorised, where the same is intended to pass through and under, or where it will in any manner interfere with the stations, sidings, rails, lands, works and property of the North British Railway Company (which Company is hereinafter referred to as "the Railway Company"), the following provisions shall apply and have effect (that is to say):—

(1.) Notwithstanding anything contained in this Act or shown on the deposited plans and sections, the subway shall be constructed so that for the whole length thereof where it passes under the said stations, sidings, rails, lands, works and property of the railway company in tunnel or covered way, no part thereof, or of the tunnel, arches, girders, brickwork or structure

thereof, or connected therewith, shall be less than sixteen inches below the level of the surface of the Railway Company's rails, and so that the sleepers of such rails shall rest on ballast as at present, and no permanent alteration shall be made in the surface of the ground or in the levels of the said stations, sidings, rails, lands, works or property.

(2.) The Company shall construct the subway and all other works, both temporary and permanent, necessary and incidental to the construction thereof, or affecting the said stations, sidings, rails, lands, works or property of the Railway Company, in accordance with the provisions of this section, and according to such plans, sections and specifications, and of such quality and strength of materials, and in every other respect in such manner as shall be previously submitted to and approved in writing by the engineer for the time being of the Railway Company. The Company shall not commence the construction of the subway or works connected therewith, or enter upon or interfere with any land, works or property belonging to or used by the Railway Company, until such plans, sections and specifications have been so submitted and approved: Provided always, that if the said engineer shall for the period of one month neglect or refuse to approve such plans, sections or specifications, or shall disapprove the same, then the said subway or works shall be constructed according to plans, sections and specifications to be submitted to and approved (subject, however, to the special provisions of this section) by an engineer to be agreed upon by the Company and the Railway Company, or in default of agreement to be appointed, at the request of either the Company or the Railway Company, by the sheriff of the county of Lanark.

(3.) All the works and operations of the Company shall be carried on so as in no way to obstruct, impede or interfere with the free and uninterrupted and safe use of the stations, sidings, rails, lands, works and property of the Railway Company, or with the traffic thereon, and if any such obstruction or interference shall be caused or take place, the Company shall pay to the Railway Company, or any other companies or persons working or using the said stations, sidings, rails, lands, works and property, full compensation in respect thereof, to be recovered, with full costs, in any court of competent jurisdiction.

(4.) All the said works of the Company shall be executed in a substantial and workmanlike manner, and shall be maintained in a good and substantial condition, and if any loss or damage

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should be sustained by the Railway Company, or any other companies or persons working or using the said stations, sidings, rails, lands, works and property, by reason of the failure of any of the works, or of the use thereof by the Company, the Company shall pay to the Railway Company, or other companies or persons as aforesaid, full compensation in respect thereof, to be recovered as aforesaid.

(5.) The Company shall not (except with the previous consent of the Railway Company under their common seal) acquire any absolute property in any lands or works of the Railway Company, but only the right, privilege or servitude of making, maintaining and using the subway within the limits of deviation, and in accordance with the provisions of this section.

(6.) All the aforesaid works of the Company shall be executed and thereafter maintained by and in all things at the expense of the Company.

(7.) If the Railway Company shall at any time widen their railway at the points where the subway is intended to be carried through or under their stations, sidings, rails, lands, works and property, the Company shall not be entitled to object to such widening, but the same shall be made at the sight and to the approval of the engineer for the time being of the Company, in the same manner and subject to the same conditions as in this section provided with respect to the formation of the subway through or under the stations, sidings, rails, lands, works and property of the Railway Company.

(8.) If any difference shall arise between the Company and the Railway Company, or their respective engineers, as to anything to be done or not to be done under the provisions of this section, the same shall be referred to and determined by an engineer to be agreed upon between the parties, or, if they cannot agree, to be appointed on the application of either of the parties in difference by the sheriff of the county of Lanark, and the award of the engineer so agreed upon or appointed shall be final and binding upon both parties, and the costs of the arbitration shall be in the discretion of the arbitrator.

For the
protection of
the Vale of
Clyde and
the Glasgow
and Ibrox
Tramway
Companies.

72. In constructing the subway under the Govan Road and under the Paisley Road the operations of the Company shall be conducted under the supervision and subject to the reasonable approval of the respective engineers for the time being of the Vale of Clyde Tramways Company as regards the Govan Road, and of the Glasgow and Ibrox Tramway Company as regards the Paisley Road; and those Companies respectively, or the lessees or workers for the time being of the tramways of those Companies respectively,

shall have, in all other respects, the same protection *mutatis mutandis* as that given to the Glasgow Tramway and Omnibus Company, Limited, by sub-sections (F) and (G) of the section of this Act the marginal note of which is "For protection of the Corporation of Glasgow, the Tramway Company, and the police commissioners of Govan, Partick, Hillhead, and Kinning Park, and road trustees," and by the section of this Act the marginal note of which is "Provision for arbitration in case of difference."

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73. If by reason of the construction of the subway, any structural damage shall be caused to any buildings, present or future, fronting or abutting on the streets or roads in or under which the subway is constructed, or any buildings erected or which may hereafter be lawfully erected upon the land by the side of the subway, or to the foundations of any such buildings, or if by reason of such construction, any damage shall be done to any stock or effects in any such buildings, the Company shall make compensation therefor to the owners, lessees or occupiers of such buildings, and such compensation shall be ascertained in the manner provided in the Lands Clauses Consolidation (Scotland) Act, 1845, in cases of disputed compensation: Provided that compensation for injuries recoverable under this section shall be recoverable from time to time as such injuries may accrue or be discovered; but no claim for such compensation shall be made or allowed unless the occurrence of the damage in respect of which it is intended to claim, if known to the claimant, shall be notified in writing to the Company without unreasonable delay, by the person intending to claim, nor shall any such claim be recoverable unless it shall be presented to the Company by such person within six months from the discovery of the damage complained of.

Compensation for structural damage.

74. And whereas, in order to avoid, in the execution and maintenance of any works authorised by this Act, injury to the houses, cellars and buildings within one hundred feet of the subway, 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, cellar 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 subway.

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

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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, cellar 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, disputes 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, cellar 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, cellar or building.
- (5.) The costs of such referee shall be paid by the Company, and the costs of the reference, other than the costs of the referee, 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, cellar 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, cellar 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, cellar 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, cellar or building for such injury, provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers 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. 1890.

(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.

75. With respect to any lands which the Company are by this Act authorised to enter upon, take and use for the purposes of the subway, and which are in or under any public street, road, lane, footpath, foot-pavement or place shown on the deposited plans and described in the deposited books of reference, the Company shall not be required wholly to take those lands or any part of the surface thereof, or any cellar, vault or other construction therein or thereunder held or connected with any house fronting or abutting on or near to any such public street, road, lane, footpath foot-pavement or place, but the Company may appropriate and use, without price or consideration, the subsoil and under-surface of such public street, road, lane, footpath, foot-pavement or place; and if need be, they may purchase, 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 subway, 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.

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

76. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may, if they think fit, subject to the provisions of those Acts, 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 rentcharges 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.

77. And whereas the Company may, in the construction of the subway, be compelled to purchase and pull down, wholly or partially, various houses and buildings, and the sites thereof may not be wholly used or may not be required for the purposes of the subway; and it is expedient that the Company should be enabled to grant

Power to grant leases of superfluous lands.

A.D. 1890. — leases of lands, houses and other property which they may be so compelled to purchase but may not require as aforesaid: Be it enacted that, subject to the provisions of this Act, and without prejudice to the provisions of the Lands Clauses Consolidation (Scotland) Act, 1845, requiring within the prescribed period the sale of superfluous lands, the Company may grant leases of such lands, houses or other property, for such term of years, at such rents and subject to such covenants, conditions and stipulations, as the Company shall deem expedient with reference to the special circumstances of each case; but no such lease shall be granted for a term exceeding fifteen years from the passing of this Act, and any lands, houses and other property comprised in any such lease shall (subject to such lease) be sold within the period prescribed, and in default of such sale shall vest as provided by the Lands Clauses Consolidation (Scotland) Act, 1845, with reference to superfluous lands: Provided always, that whenever by vesting in various owners or otherwise, the ownership of the lands, houses or other property so leased by the Company shall be severed, the rent may be apportioned by agreement between such owners, and, if such apportionment be not so settled, the same shall be settled by an arbitrator appointed by the Board of Trade, and after such apportionment the respective owners shall, in respect of the apportioned rent allotted or belonging to them, have the benefit of all conditions or powers of re-entry for non-payment of the original rent, in like manner as if such conditions or powers had been reserved to them as incident to their part of the property, in respect of the apportioned rent allotted or belonging to them.

Superfluous]
lands may
be feued and
feu-duties
to be sold.

78. The Company may within ten years after the expiration of the time limited by this Act for the completion of the subway, sell and dispose of any lands or other property, or any part thereof, which they may be compelled to purchase but which they may not require for the purposes of the subway, in consideration of an annual feu-duty or ground-annual payable by the person or persons to whom such lands may be sold; and within five years after the creation of any such feu-duty or ground-annual the Company shall absolutely sell and dispose of the same, in such manner as they may deem most advantageous, and shall apply the purchase money arising from such sale to the purposes of the undertaking to which capital is properly applicable. Notwithstanding anything contained in the Lands Clauses Consolidation (Scotland) Act, 1845, or other Acts, the Company may retain such portions of the said lands or other property as they may deem to be necessary for the widening of the subway, or for stations, sidings and other works connected therewith.

79. The subway shall not be opened for public traffic until it has been inspected and certified to be fit for such traffic by the Board of Trade.

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Inspection
by Board of
Trade.

80. The subway shall be deemed public within the meaning and for the purposes of the Acts from time to time in force with respect to malicious injuries to public property.

For pro-
tection of
subway.

81.—(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—

Restrictions
on displacing
persons of
labouring
class.

(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 such persons as the Secretary for Scotland shall, after inquiry, deem necessary, having regard to the number of persons residing in the houses liable to be taken, and working within one mile therefrom, and to the amount of vacant suitable accommodation in the immediate neighbourhood of the houses liable to be taken, 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.

(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.

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(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: Provided that the court may, if it think fit, reduce such penalty.

(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, 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 or 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 general 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 a period of twenty-five years from the date of such 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 be indorsed with notice of this enactment: Provided also that the Secretary for Scotland may at any time dispense with all or any of the requirements of this subsection, 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 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. A.D. 1890.

(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 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 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 a week, and the families of any of such persons who may be residing with them.

82. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of thirty-four thousand nine hundred and one pounds three shillings, being five per centum upon the amount of the estimate in respect of the subway has been deposited with the Queen's and Lord Treasurer's Remembrancer, on behalf of the Court of Exchequer in Scotland, in respect of the application to Parliament for this Act, which sum is referred to in this Act 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 subway, open the same for the public conveyance of passengers: Provided that if within such period as aforesaid the Company open any portion of the subway 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 subway opened as aforesaid, and the portion of the deposit fund which bears to the whole of the deposit fund the same

Deposit-money not to be repaid except so far as subway is opened.

A.D. 1890. — proportion as the length of the subway so opened bears to the entire length of the subway, the court shall, on the application of the depositors or the majority of them, order the portion of the deposit fund specified in the certificate to be paid or transferred to them, or as they shall direct; and the certificate of the Board of Trade shall 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.

Application
of deposit.

83. If the Company do not, previously to the expiration of the period limited for the completion of the subway, complete the same, and open it 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 has been interfered with or otherwise rendered less valuable by the commencement, construction or abandonment of the subway or any portion thereof, or who 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 has 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 is payable, or if a portion of the deposit fund has 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 court thinks fit to order, on the application of the solicitor to the Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the court, if the Company is insolvent and has been ordered to be wound up, or a judicial factor has been appointed, shall, wholly or in part, be paid or transferred to such judicial factor or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the deposit fund has been repaid to the depositors, or has 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.

84. If the subway is 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 subway, or otherwise in relation thereto, shall (if not previously determined under the other provisions of this Act) cease, except as to so much thereof as is then completed.

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Period for
completion
of works.

85. The Company may demand and take, for every passenger travelling on the subway or any part thereof, including tolls for the use of the subway, and of carriages or cars, and for motive power, and every other expense incidental to such conveyance, any tolls, rates or charges not exceeding twopence per mile for first-class passengers, and one penny per mile for second-class passengers; and in computing the said tolls, rates and charges a fraction of a mile shall be deemed a mile; but in no case shall the Company be entitled to charge more than threepence for first-class passengers and twopence for second-class passengers.

Tolls for
passengers.

86. Every passenger travelling on the subway may take with him his personal luggage not exceeding twenty-eight pounds in weight, without any charge being made for the carriage thereof; all such personal luggage to be carried by hand and at the responsibility of the passenger, and not to occupy any part of a seat, nor to be of a form or description to annoy or inconvenience any other passenger.

Passengers'
luggage.

87. The Company may demand and take for the conveyance of parcels on the subway, including the tolls for the use of the subway, and of carriages or cars, and for motive power and every other expense incidental to such conveyance, any rates or charges, not exceeding the following (that is to say):—

Tolls for
parcels.

For any parcel not exceeding seven pounds in weight, threepence;

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

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

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

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 separate parcels, but that term shall apply only to single parcels in separate packages.

- A.D. 1890. **88.** In addition to the tolls, rates and charges above mentioned, the Company may demand and take a reasonable sum for collecting or delivering parcels, and other services incidental to the business of a carrier, where such services respectively shall be performed by the Company.
- Charges for extra services.
- Charges for lifts, cranes and weighing machines. **89.** The Company may demand and take for the use of any lifts, cranes or weighing machines erected by them, of and from the owner or person having charge of any articles or things raised or lowered, loaded or unloaded or weighed by means of the same, such reasonable charges as may, from time to time, be fixed by the Company.
- Regulations as to payment of tolls and charges. **90.** The tolls, rates and charges by this Act authorised to be demanded and taken by the Company shall be paid to such persons and at such places on or near the subway, and in such manner, and under such regulations as the Company may by notice appoint.
- Company not to carry goods. **91.** The Company shall not be bound, unless they think fit, to carry passengers' luggage exceeding the weight in this Act in that behalf mentioned, nor any parcels; and the Company shall not carry goods.
- List of passenger tolls to be exhibited. **92.** A list of the tolls, rates and charges by this Act authorised to be demanded and taken for passengers, and which shall be charged by the Company from time to time, shall be exhibited in a conspicuous place inside only of each of the carriages or cars used upon the subway for the conveyance of passengers.
- Smoking compartments for each class. **93.** The Company shall in every carriage or car, where there are more divisions than one of each class, provide a smoking division or compartment for each class of passengers, unless exempted by the Board of Trade.
- Application of provisions of Railway and Canal Traffic Act, 1888, as to revision of rates. **94.** Section twenty-four of the Railway and Canal Traffic Act, 1888, and any enactment which may be passed in the present or any future session of Parliament, extending or modifying that enactment, shall, with any necessary modifications, apply to the Company in all respects as if it were one of the companies to which the provisions of the said enactment in terms applied: Provided that the time within which the revised schedule of maximum rates and charges prescribed by the said section shall be submitted to the Board of Trade shall be three years from the date of the passing of this Act, or such further time as the Board of Trade may permit.
- Application of enactments relating to conveyance of mails by railway. **95.—(1.)** The subway shall, for the purposes of the conveyance of Her Majesty's mails, be deemed to be a railway, and the enactments relating to the conveyance of mails by railway shall (subject to the provisions of this section) apply to the Company, and to the subway authorised by this Act, and to any subway of the

Company hereafter authorised, in like manner as if the Company were a railway company, and the subways were railways; and the Company shall render all such services and be liable to fulfil all such obligations as are specified in the enactments so applied as aforesaid: Provided always, that Her Majesty's Postmaster-General shall not be entitled to require the Company to convey the mails by any special train or carriage in such manner as to interfere with the working of the subway. A.D. 1890.

(2.) The remuneration for any services which have been performed by the Company, in pursuance of this section (except in the case where a mail guard is sent with bags of letters upon the same conditions as any other passenger, under the power conferred by section eleven of the statute 7 and 8 Vict., cap. 85), shall be such as may be from time to time determined by agreement between Her Majesty's Postmaster-General and the Company, or in default of agreement by the Railway and Canal Commission, which is hereby empowered to determine the same in the manner provided by the Railway and Canal Traffic Acts, 1873 and 1888, with respect to differences between railway companies, and for this purpose the Company and the Postmaster-General shall be deemed to be railway companies, and this provision shall have effect in lieu of any provision respecting remuneration contained in the enactments relating to the conveyance of mails by railway.

(3.) For the purposes of this section the expression "mails" has the same meaning as in the Regulation of Railways Act, 1873, and includes parcels within the meaning of the Post Office (Parcels) Act, 1882.

96. Notwithstanding anything in this Act or any Act or Acts incorporated herewith, it shall be lawful for the Company, out of any money by this Act authorised to be raised, to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine, to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised, or such less period as the directors may determine, but subject always to the conditions hereinafter stated (that is to say):—

Power to pay interest on capital during construction.

(A.) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two-thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who, or whose executors, administrators or assigns, are legally liable for the same.

A.D. 1890.

(B.) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear.

(C.) The aggregate amount to be so paid for interest shall not exceed thirty thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised, but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid.

(D.) Notice that the Company have power so to pay interest out of capital shall be given in every prospectus, advertisement or other document of the Company inviting subscriptions for shares, and in every certificate of shares.

(E.) The half-yearly accounts of the Company shall show the amount of capital on which, and the rate at which interest has been paid in pursuance of this section.

Save as hereinbefore set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other 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.

Deposits for future Bills not to be paid out of capital.

97. 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 subway or to execute any other work or undertaking.

Provision as to general Subway Acts.

98. Nothing in this Act contained shall exempt the Company or the subway from the provisions of any general Act relating to subways or the better and more impartial audit of the accounts of subway 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.

99. 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.

SCHEDULE referred to in the foregoing Act.

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MINUTE OF AGREEMENT between the Lord Provost, Magistrates and Council of the city and Royal burgh of Glasgow, as such and as Commissioners acting under the Glasgow Police Act, 1866, and subsequent Acts amending the same (hereinafter called "the Corporation") of the first part, and the Promoters of the Glasgow District Subways (hereinafter called "the Promoters") of the second part.

WHEREAS the Promoters have introduced into Parliament a Bill intituled "A Bill for making Subways in the city and suburbs of Glasgow and for other purposes," which Bill is now pending: And whereas the Bill proposes to interfere with St. Enoch's Church and St. Enoch Square, the property of the Corporation, and with certain streets and roads within the city of Glasgow: Therefore it is agreed as follows, videlicet:—

First.—The Promoters shall be entitled to construct and maintain their subways underneath St. Enoch's Church and Square, and shall acquire from the Corporation a portion of the square not exceeding forty feet from north to south, by twenty-five feet from east to west, in the position indicated on the plan annexed and signed as relative hereto, as an access to the station to be formed at the square; but shall have no right to any portion of the site of the church or any further permanent right to the surface of the square.

Second.—The whole risk to St. Enoch's Church of the construction of the works underneath the church shall rest with the Corporation, but the Promoters shall exercise all reasonable care and skill in constructing the works underneath the church, and (so far as the Promoters are concerned) the Corporation may either keep up the church, making such repairs and improvements thereon as they may from time to time think necessary; or they may, whensoever they think proper, take down the church and remove the materials thereof, in which latter event the site and the ground adjoining the same shall become and remain portions of the square.

Third.—The height and architectural character of the structure forming the access to the station in St. Enoch Square, shall be fixed by the Corporation and the structure shall be used exclusively for the purposes of the said access and station. In the event of the said space of forty feet by twenty-five feet, or any portion thereof, ceasing to be required for such access, or in the event of the subways being from any cause discontinued, the space occupied by the access, and the structure thereon, shall revert without price or consideration to the Corporation. No engines shall be permanently placed underneath the square, and no chimney-stalk shall be erected on the square except with the previous consent of the Corporation.

Fourth.—The Promoters shall pay to the Corporation the sum of twenty-five thousand pounds, as price and compensation in respect of the several concessions agreed to be made under this agreement. Such sum shall be paid at the term of Martinmas, eighteen hundred and ninety-one, or at the date of

A.D. 1890.

operations being commenced in the square, if that be an earlier date. The Corporation shall be entitled to apportion (but in which apportionment the Promoters have no interest and shall have no concern) eighteen thousand pounds of the said sum in respect of interference with St. Enoch's Church, and the balance of seven thousand pounds in respect of the ground and rights acquired in St. Enoch Square.

Fifth.—In the event of the Promoters at any time taking down the buildings which they have scheduled at the corner of Cowcaddens and New City Road, they shall set back the building line so as to coincide with the line shown on the deposited plans as the south side of the intended subway.

Sixth.—The Promoters shall pay to the Corporation the expenses which the latter have incurred, or may incur, in connection with the several arrangements concluded between them in relation to the Bill and this agreement, or with carrying such arrangements into effect.

Seventh.—In the event of any difference arising between the Corporation and the Promoters in regard to this agreement, the same shall be determined by an arbiter to be named by the sheriff of the county of Lanark, whose decision shall be final and binding on both of the parties hereto: In witness whereof these presents, duly stamped, written on this and the preceding page by Edwin Sutherland, clerk in the town clerk's office, Glasgow, are (together with the plan annexed and subscribed as relative hereto) subscribed in duplicate by the parties hereto as follows, viz.—by Alexander Osborne, Thomas Cumming and Henry Shaw Macpherson, three members of the town council of the city and Royal burgh of Glasgow, and by Sir James David Marwick, town clerk of said city, on behalf of, and as specially authorised by the said lord provost, magistrates and council, in council assembled at Glasgow, upon the third day of April, eighteen hundred and ninety, before these witnesses, James Macgregor and William Johnstone, both writers, City Chambers, Glasgow, and by James Parker Smith, member of Parliament, of Jordanhill, near Glasgow, William Weir, of Kildonan, ironmaster in Glasgow, and William Laird, also ironmaster there, three of the Promoters of the said Glasgow District Subways, duly authorised to sign these presents, all at Glasgow, on the tenth day of the month and year last mentioned before these witnesses, John Stuart Lang, writer, Glasgow, and William Taylor, accountant, one hundred and sixty-eight, West George Street there.

JAMES MACGREGOR, Witness.

W. JOHNSTONE, Witness.

JOHN STUART LANG, Witness.

WM. TAYLOR, Witness.

ALEX. OSBORNE.

T. CUMMING.

H. S. MACPHERSON.

J. D. MARWICK, Town Clerk.

J. PARKER SMITH.

WILLIAM WEIR.

WILLIAM LAIRD.

Printed by EYRE and SPOTTISWOODE,

FOR

T. DIGBY PIGOTT, Esq., the Queen's Printer of Acts of Parliament.

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