



CHAPTER cci.

An Act to authorise the construction of a Railway from the Caledonian Railway at Glasgow to Dumbarton with subsidiary lines and other Works in connection therewith and for other purposes. A.D. 1891.
[5th August 1891.]

WHEREAS the making and maintaining of a railway from the Caledonian Railway at Glasgow to Dumbarton with subsidiary lines and other works in connection therewith would be of local and public advantage and the persons hereinafter named with others are willing at their own expense to construct the same and it is expedient that they should be incorporated for the purpose of carrying the undertaking into execution :

And whereas it is expedient that the Company and the Caledonian Railway Company (in this Act called the Caledonian Company) should be authorised to enter into and carry into effect working and other agreements as hereinafter provided and that the agreement between the Company and the Caledonian Company a copy of which is set forth in the Second Schedule to this Act be confirmed and that the Caledonian Company be empowered to take and hold shares in the capital of the Company and for that purpose to apply their existing funds and to raise additional capital :

And whereas plans and sections showing the lines and levels of the railways authorised by this Act and a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited in the offices at Glasgow Paisley Greenock and Dumbarton of the respective principal sheriff clerks for the counties of Lanark Renfrew and Dumbarton and are hereinafter respectively referred to as the deposited plans sections and book of reference :

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

[Ch. cci.] *Lanarkshire and Dumbartonshire* [54 & 55 VICT.]
Railway Act, 1891.

A.D. 1891. 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 :—

Short title. 1. This Act may be cited as the Lanarkshire and Dumbartonshire
Railway Act 1891.

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

Interpretation. 3. In this Act the several words and expressions to which
meanings are assigned by the Acts wholly or partially incorporated
herewith have the same respective meanings unless there be some-
thing in the subject or context repugnant to such construction and
in this Act and the Acts wholly or partially incorporated herewith
as applied to this Act the expression the Company means the
Company incorporated by this Act the expression the Caledonian
Company means the Caledonian Railway Company the word
schoolmasters means session clerks the expression the railways
the railway and the undertaking mean respectively the railways
and other works by this Act authorised and the undertaking of the
Company as the case may be.

Company incorporated. 4. Sir Donald Matheson K.C.B. Sir George Hector Leith
Buchanan Baronet Sir Andrew Maclean Peter Denny Archibald
Russell James Rodger Thomson Alexander Wylie Joshua Heywood
Collins William Anderson Donaldson Walter Brock James Neilson
Alexander Crum Ewing John McAusland Denny John Ure Edward
Charles Cortis Stanford George Park Macindoe James Black
Macindoe John Colville John Miller Edward James Jones Marcus
Robinson John Wylie Charles Connell Henry Melville Napier and
all other persons and corporations who have already subscribed to
or shall hereafter become proprietors in the undertaking and their
executors administrators successors and assigns respectively shall be
and are hereby united into a company for the purpose of making
and maintaining the railways and for other the purposes of this

Act and for those purposes shall be and are hereby incorporated by the name of the Lanarkshire and Dumbartonshire Railway Company and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

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5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways hereinafter described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose.

Power to
make
railways.

The railways hereinbefore referred to and authorised by this Act are—

Description
of railways.

- (1) A Railway No. 1 13 miles in length commencing in the barony parish and city and royal burgh of Glasgow by a junction with the authorised Caledonian Railway (Glasgow Central Railway Section) now in course of construction at a point two hundred and five yards or thereabouts measuring in a north-westwardly direction from the north-east corner of the north basin of the Queen's Dock and terminating in the royal burgh and parish of Dumbarton at a point measuring 13 miles from the commencement of the railway as shown upon the deposited plans Provided always that the Company shall not for the purposes of the said railway acquire or interfere with any lands or property now belonging to or reputed to belong to the North British Railway Company at Dumbarton ;
- (2) A Railway No. 2 1 mile 5 furlongs and 9·99 chains in length wholly situate in the parish of Govan and county of Lanark commencing by a junction with the intended Railway No. 1 hereinbefore described at a point one hundred and forty yards or thereabouts measuring in a south-easterly direction from the north-west corner of the house situate at the junction of Sawmill Road with Dumbarton Road and terminating by a junction with the authorised Caledonian Railway (Glasgow Central Railway Section) now in course of construction at a point one hundred and ninety yards or thereabouts measuring in a south-easterly direction from the centre of the bridge carrying Balgray Road over the River Kelvin ;
- (3) A Railway No. 3 2 furlongs and 4 chains in length commencing in the parish of Govan and county of Lanark by a junction with the authorised Caledonian Railway (Glasgow Central Railway Section) now in course of construction at a point one

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hundred and seventy yards or thereabouts measuring in a south-easterly direction from the centre of the bridge carrying Balgray Road over the River Kelvin and terminating in the parish of Maryhill in the same county by a junction with the authorised Caledonian Railway (Glasgow Central Railway Section) now in course of construction at a point fifty yards or thereabouts measuring in a southerly direction from the south-west corner of the boundary wall of Maryhill Barracks ;

- (4) A Railway No. 4 1 mile 5 furlongs and 3·5 chains in length wholly situate in the parish of Maryhill in the county of Lanark commencing by a junction with the authorised Caledonian Railway (Glasgow Central Railway Section) now in course of construction at a point two hundred and sixty-six yards or thereabouts measuring in a north-westerly direction from the centre of the drawbridge over the Forth and Clyde Canal known as Ruchill Bridge and terminating by a junction with the authorised Caledonian Railway (Hamilton Hill Branch) at a point eight hundred and sixteen yards or thereabouts measuring in a north-easterly direction from the centre of the bridge carrying the Balmore Road over the North British Railway (Glasgow Dumbarton and Helensburgh Section) ;
- (5) A Railway No. 5 1 furlong and 6·2 chains in length wholly situate in the parish of Govan and county of Lanark commencing by a junction with the intended Railway No. 2 hereinbefore described at a point two hundred and twelve yards or thereabouts measuring in a north-westerly direction from the west corner formed by the line of the buildings at the junction of Clyde Street with Dumbarton Road and terminating by a junction with the intended Railway No. 1 hereinbefore described at a point one hundred and ninety-four yards or thereabouts measuring in a southerly direction from the said west corner formed by the said line of the buildings at the said junction of Clyde Street with Dumbarton Road ;
- (6) A Railway No. 6 2 furlongs and 8·6 chains in length wholly situate in the parish of Old Kilpatrick and county of Dumbarton commencing by a junction with the intended Railway No. 1 hereinbefore described at a point seventy-seven yards or thereabouts measuring in a southerly direction from the centre of the drawbridge carrying the Kilbowie Road over the Forth and Clyde Canal and terminating at a point forty yards or thereabouts measuring in a westerly direction from the centre of the bridge carrying the Glasgow Yoker and Dumbarton Road over the Forth and Cart Junction Canal :

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Provided always that Railway No. 1 shall be carried over the Road No. 8 on the deposited plans in the parish of Old Kilpatrick by means of a girder bridge having a span of not less than sixty feet and a clear headway of not less than sixteen feet and that any siding to be constructed from Railway No. 1 to or in connection with the works of Messieurs Napier Shanks and Bell shall be made in such a manner as not to interfere with the construction of the railway shown on the plans deposited with reference to a Bill now depending in Parliament intituled "An Act to authorise the Glasgow Yoker and Clydebank Railway Company to make a branch Railway in the parish of Old Kilpatrick and for other purposes."

6. For the protection of the North British Railway Company in this section called the North British Company the following provisions shall apply:—

For the protection of the North British Railway Company.

- (1) Every bridge for carrying any of the railways of the Company over any of the lines works or lands of the North British Company shall be constructed so as to leave a clear height of not less than fourteen feet at all points between the undersurface of such bridge and the level of the highest portion of the rails of the North British Company under the same;
- (2) The bridges for carrying the railways numbered respectively as hereinafter mentioned over any such lines works and lands of the North British Company at or near the points of crossing distant as hereinafter stated from the commencement of such respective railways measuring along the lines thereof as shown on the deposited plans shall be constructed with openings of a clear span on the square not less than the spans hereinafter specified respectively viz. :—

Railways.		Point of Crossing about			Span on Square.
No.		Miles.	Furlongs.	Chains.	Feet.
1		9	4	2	28
1		11	2	7	40
4		0	5	7	28

- (3) The Company shall not under the powers of this Act take any portion of the Whiteinch tramway but the Company shall be entitled to make junctions with or crossings of the said tramway but so as not unnecessarily to interfere with the traffic of the North British Company and also shall be entitled to the joint user thereof and of any extension thereof (subject always to compensation to the owners for the time being of the

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Whiteinch Estate in respect of their interest in the solum of the lands through which the said tramway is laid) on the Scotstoun Estate and any difference arising in reference to such junctions crossings or joint user or the terms of such user shall be determined by arbitration as hereinafter provided and in like manner in the event of the Company extending the said tramway the North British Company shall be entitled to the joint user of any such extension upon terms failing agreement to be determined by arbitration as hereinafter provided Provided always that nothing herein contained shall be deemed to confer upon the Company or the North British Company any further or extended rights as regards the use of the said tramway than are at present possessed by the North British Company and that nothing herein contained shall prejudice or affect the terms and conditions of an agreement dated twenty-first May one thousand eight hundred and seventy-two and subsequent dates made and entered into between Archibald Smith of Jordanhill of the first part the North British Company of the second part the Whiteinch Railway Company Limited of the third part and Charles Connel and Company and others of the fourth part All questions of disputed compensation arising between the said owners for the time being of the Whiteinch Estate with reference to the user by the Company of the said tramway shall be settled by arbitration under the provisions of the Lands Clauses (Scotland) Acts;

- (4) Railway No. 1 shall be carried under the North British Company's Glasgow City and District Railway and under the joint sidings and works of that Company and the Caledonian Company at Stobcross in tunnel and the Company shall not without the previous consent of the Companies owning the same in the construction of such tunnel break open the surface of the ground or in any way raise or interfere with the rails of the North British Company or of the joint property of that Company and the Caledonian Company but the Company may open the surface where necessary for the purpose of temporarily supporting or protecting the railways or sidings of those companies from injury during the construction of the railway;
- (5) Railway No. 2 shall be constructed wholly in tunnel or covered way beneath the works of the North British Company between the points on the deposited plans 0 miles 5 furlongs 9·80 chains and 0 miles 7 furlongs and the Company in constructing their railway through such lands shall not raise the level of their rails as shown on their deposited sections without the consent of the North British Company;

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- (6) Provided further that in the event of the Company constructing any of the said railways across any of such lines works or lands in a line differing from the centre line thereof as shown on the deposited plans it shall be determined by arbitration in manner hereinafter mentioned whether and to what extent the span of the bridge for carrying any such railway across any such line works or lands shall be increased beyond the span hereinbefore provided ;
- (7) All bridges and works which may be constructed by the Company so far as passing over or under or in any manner interfering with any lines works or lands belonging to the North British Company shall be of such design and materials as shall be approved of by the engineer for the time being of that Company and shall be constructed and completed under the superintendence and to the reasonable satisfaction in all respects of such engineer and according to working plans sections and specifications to be submitted to and approved of by him previously to the commencement of the works affecting the property of the said Company and all costs charges and expenses incurred by such engineer in relation to the matters aforesaid shall be paid by the Company ;
- (8) All of the said bridges and other works shall be made and for ever maintained and used and all operations connected therewith shall be conducted in such manner as not to injure or endanger the stability of any of the lines or works nor to cause any interruption impediment or inconvenience to the traffic of the North British Company and if in the construction maintenance or use of any of the said bridges or works of the Company any injury be caused to any of the North British Company's lines or works or any interruption impediment or inconvenience be occasioned to their traffic the Company shall pay all damages arising from or consequent on such injury interruption impediment or inconvenience ;
- (9) Railway No. 1 shall be constructed through the property No. 339 on the deposited plans in the parish of Old Kilpatrick at or as near as may be to the southern limit of deviation and so as not unnecessarily to interfere with the intended station sidings and works of the North British Company in and adjacent to the said property ;
- (10) If any difference shall at any time arise between the Company and the North British Company or their respective engineers with respect to any of the matters above referred to in this section such difference shall be determined by an

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engineer to be appointed by the Board of Trade on the application of either of the said Companies at the cost of the Company and the decision of such engineer shall be final and conclusive;

(11) The Company and the Caledonian Company shall not oppose any application to Parliament by the North British Company to authorise that Company to connect their railway with any works on the south side of the railway of the Company between Clydebank and Bowling except for the purpose of securing the works of the Company and of the Caledonian Company and the user thereof for traffic from being injuriously affected and of securing access to land and works on the south side of Railway No. 1.

Capital.

7. The capital of the Company shall be eight hundred and twenty-five thousand pounds in eighty-two thousand five hundred shares of ten pounds each.

Shares not
to be issued
until one-
fifth paid.

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

Calls.

9. One-fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls and three-fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in
case of
persons not
sui juris.

10. If any money is payable to a shareholder or mortgagee or debenture stock holder 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.

Defining
rights of
voting.

11. At all general meetings of the Company every holder of ordinary shares or stock shall be entitled to one vote in respect of every ordinary share of the nominal amount of ten pounds or of every ten pounds of ordinary stock held by him Provided always that no shareholder shall be entitled to vote at any meeting unless he shall have paid up all the calls then payable on the ordinary shares then held by him.

Power to
divideshares.

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 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.

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

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 January there shall not be profits available for the payment of the full amount of dividend on any preferred half-share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Priority of
dividends on
preferred
half-shares.

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 an 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.

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

Terms of
issue to be
stated in
certificate.

17. The provisions of the Companies Clauses Consolidation (Scotland) Act 1845 with respect to the forfeiture of shares for

Forfeiture of
preferred
half-shares.

A.D. 1891. non-payment of calls shall apply to all preferred half-shares created under the authority of this Act and every such preferred half-share shall for that purpose be considered an entire share distinct from the corresponding deferred half-share and until any forfeited preferred half-share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred half-shares not to be cancelled.

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 under 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 two hundred and seventy-five thousand pounds and in the following proportions (that is to say) One hundred thousand pounds when three hundred thousand pounds of the capital by this Act authorised shall have been issued and accepted and Railway No. 1 for a distance of six miles from its commencement has been completed to formation level the farther sum of one hundred thousand pounds when six hundred thousand pounds of such capital shall have been issued and accepted and Railway No. 1 for a farther distance of seven miles has been completed to formation level and the farther sum of seventy-five thousand pounds when the remainder of such capital shall have been issued and accepted and the remainder of the railways have been completed to formation level but in none of the before cases shall any part of the respective sums be borrowed until shares for so much of the capital in respect of which the borrowing powers are sought to be exercised as is to be raised by means of shares are issued and accepted and one-half thereof is paid up and the Company have proved to the sheriff who is to certify under the forty-second section of the Companies Clauses Consolidation (Scotland) Act 1845 before he so certifies that shares for the required amount of capital have been issued and accepted and that one-half of such amount has been paid up and that not less than one-fifth part of the amount of each separate share in such capital

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has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons to whom the same was issued or their executors administrators successors or assigns and that such persons 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.

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 ten 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 as amended by the Railway Companies (Scotland) Act 1867 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be indorsed on all mortgages and certificates of debenture stock.

Debenture stock.

23. All moneys raised under this Act whether by shares debenture stock or borrowing 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 or in such other months as the directors may from time to time appoint 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.

[Ch. cci.] *Lanarkshire and Dumbartonshire* [54 & 55 Vict.]
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Quorum of 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 ten thousand pounds in the capital of the Company.
- Number of directors. **26.** The number of directors shall be nine but the Company may from time to time reduce the number provided that the reduced number be not less than five.
- Qualification of directors. **27.** The qualification of a director shall be the possession in his own right of not less than fifty shares.
- Quorum of directors. **28.** The quorum of a meeting of directors shall be three.
- First directors. **29.** Sir Donald Matheson K.C.B. Sir Andrew Maclean Archibald Russell Joshua Heywood Collins Alexander Crum Ewing James Neilson John McAusland Denny James Rodger Thomson and John Ure 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 At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being if 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 powers 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 and be deemed to be in Glasgow.
- Power to take easements &c. by agreement. **31.** 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. A.D. 1891.

32. With respect to any lands which the Company are by this Act authorised to enter upon take or use for the purposes of the railways and which are in or under the roadway pavement or footpath of any public street road or lane shown on the deposited plans and described in the deposited book of reference the Company shall not be required wholly to take the same or any part of the surface thereof or any cellar vault or other construction therein or thereunder but the Company may appropriate and use without price or consideration the soil subsoil and undersurface of the road pavement or footpath of any such street road or lane and if need be they may purchase take and use any such cellar vault or other construction 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 said railways and no such soil subsoil or undersurface 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 90 of the Lands Clauses Consolidation (Scotland) Act 1845 :

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

Provided always that subject to the express provisions of this Act the Company shall not permanently take or use any public street road or lane but the subsoil only thereof.

33. Whereas in the construction of the railways hereby authorised or otherwise in the exercise of the powers of this Act it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 90 of the Lands Clauses Consolidation (Scotland) Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the First Schedule to this Act whereof parts only are required for the purposes of this Act may (if such portions can in the opinion of the jury arbiters or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto) be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions taken by

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

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Restrictions
on displacing
persons of
labouring
class.

34.—(1) The Company shall not under the powers by this Act granted purchase or acquire in any district within the meaning of the Public Health (Scotland) Act 1867 ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

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

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

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

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

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

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

(5) If the Company acquire or appropriate any house or houses under the powers by this Act granted 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 of 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 or under any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise 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 the period of twenty-five years from the passing of this Act be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings by the Company shall be endorsed 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 sub-section subject to such conditions (if any) as he may see fit.

(8) The Secretary for Scotland may direct any inquiries to be held which he may deem necessary in relation to any scheme under this section and he may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed shall

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(9) The Company shall pay to the Secretary for Scotland any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the Secretary for Scotland not exceeding three guineas a day for the services of such inspector.

(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 such persons who may be residing with them.

Power to deviate from lines delineated on plans &c.

35. Subject to the provisions of this Act the Company may in the construction of the railways by this Act authorised deviate laterally from the lines thereof delineated upon the deposited plans to any extent within the limits of deviation marked thereon and they may with the consent of the Board of Trade deviate vertically from the levels of the said works as defined on the deposited sections to such extent as may be found necessary or convenient for accommodating preserving or improving the drainage of lands or the sewers drains pipes or other works in or under the lands roads streets lanes footpaths and places through or across which the railways will be made or for avoiding such sewers drains pipes or other works anything in the Railways Clauses Consolidation (Scotland) Act 1845 to the contrary notwithstanding Provided always that the Company shall make a temporary substitute if so required for any sewers drains or pipes before stopping up the same and shall make full satisfaction in manner by this Act provided to all parties interested for any damage sustained by them respectively by reason of any deviation under the powers of this section to a greater extent than might have been executed under the powers of that Act.

Land for extraordinary purposes.

36. The Company may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act 1845 in addition to the land which they are by this Act authorised to take compulsorily any quantity of land not exceeding twenty 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. A.D. 1891.

37. 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. Period for compulsory purchase of lands.

38. Subject to the provisions in the Railways Clauses Consolidation (Scotland) Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railway hereinafter mentioned carry the same with a single line only whilst such railway shall consist of a single line and afterwards with a double line only across and on the level of the road next hereinafter mentioned (that is to say) :— Power to cross a certain road on the level in parish of Old Kilpatrick.

No. on Deposited Plan.	Parish.	Description of Road.
45	Old Kilpatrick	Public.

As regards the level crossing of the public road numbered 45 on the deposited plans in the parish of Old Kilpatrick (Railway No. 6) the Company shall at all times provide to the satisfaction of the Board of Trade safety points interlocked :

The Company may subject to the foregoing provision and to such reasonable rules and regulations enforceable in such manner and by such penalties as the trustees having the management of the said road may from time to time prescribe work the traffic across the said road by means of locomotives or other steam or mechanical power Provided always that in the event of any difference between such trustees and the Company as to the manner in which such traffic should be worked or as to the reasonableness of any such rules regulations or penalties the matter in difference when and so often as any difference shall arise shall be determined by the Board of Trade on the application of either party whose determination on each such difference shall be final and conclusive The Company shall pay the costs of any such application unless in the case of such application being made by the trustees the Board of Trade shall decide the same was unreasonable.

[Ch. cci.] *Lanarkshire and Dumbartonshire* [54 & 55 VICT.]
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Inclination
of a certain
road.

39. In altering for the purposes of this Act the road next hereinafter mentioned the Company may make the same of any inclination not steeper than the inclination hereinafter mentioned in connection therewith (that is to say) :—

No. on Deposited Plans.	Parish.	Description of Road.	Intended Inclination.
RAILWAY NO. 1.			
9 & 21	Govan - - -	Public - - -	1 in 10.

Height and
span of
bridges.

40. The Company may make the arches of the bridges for carrying the railway next hereinafter mentioned over the roads next hereinafter mentioned of any heights and spans not less than the heights and spans hereinafter mentioned in connection therewith respectively (that is to say) :—

No. on Deposited Plans.	Parish.	Description of Road.	Height.	Span.
RAILWAY NO. 1.				
	Old Kilpatrick -	Public - - -	15 ft.	30 ft.
45	Old Kilpatrick -	Public - - -	15 ft.	60 ft.
22	Dumbarton -	Public - - -	13 ft. 6 in.	25 ft.
25	Dumbarton -	Public - - -	15 ft.	35 ft.

In this section the word height means clear height above the roadway.

The bridges carrying the Railway No. 1 over the roads shall be constructed as girder bridges and shall be made as nearly as possible watertight.

In this section the word width means clear width of roadway between abutments or parapets.

Company
empowered
or may be
required to
underpin or
otherwise to
strengthen
houses near
railways.

41. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings (including abutments of railway bridges) within one hundred feet of the railways it may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if required by the owners and lessees of any such house or building shall subject as hereinafter

provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

- (1) At least ten days' notice shall unless in cases of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened;
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 18 of the Lands Clauses Consolidation (Scotland) Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company;
- (3.) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade;
- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building;
- (5) The cost of the reference shall be in the discretion of the referee;
- (6) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment;
- (7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees

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and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made within six months from the discovery thereof;

(8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the Lands Clauses Consolidation (Scotland) Act 1845 or under any other Act;

(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.

Interference
with streets.

42. Subject to the provisions of this Act the Company may for the purpose of constructing the railways by this Act authorised (whether the same be shown on the deposited plans as to be constructed in tunnel or otherwise) temporarily cross alter break open stop up or divert any streets roads lanes and footpaths shown on the deposited plans and described in the deposited book of reference and may during such construction use and appropriate any of the streets roads lanes or footpaths so crossed altered broken stopped up or diverted and may also during such construction from time to time cross alter break open stop up or divert any such streets roads lanes or footpaths when necessary for the protection or repair of any sewers drains or pipes under the same :

Provided always that this section shall not apply to highways subject to the jurisdiction of the County Council of Dumbartonshire.

Interference
with sewers
drains &c.

43. 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 any corporation county council or other local authority or shall or may in any way affect the sewerage or drainage of the district under their control the Company may if they find it necessary or expedient provide such new altered or substituted works including such outfall sewers as may be necessary and for the construction of which any such corporation county council or other local authority shall afford all reasonable facilities and shall communicate to the Company their powers so far as necessary.

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

Power to enter into agreements for widening streets.

45. Subject to the provisions of the section of this Act the marginal note whereof is "For the protection of the Corporation of Glasgow the commissioners of police of the burghs of Partick and Clydebank the provost magistrates and town council of Dumbarton and of the county councils of Lanark Renfrew and Dumbarton" the Company may stop up Scotstoun Mill Road Knowe Street Crawford Street and the continuation of Clyde Street all in the burgh of Partick shown on the deposited plans and sections without substituting any other road for the same and may subject to the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 with respect to mines lying under or near the railways appropriate the sites of the roads so stopped up when and so far as the same shall be bounded on both sides by property of the Company.

Stopping up of certain roads.

46. Where any new portions of road authorised by the provisions of this Act or of the Railways Clauses Consolidation (Scotland) Act 1845 as incorporated with this Act to be formed in lieu of existing roads altered or diverted are respectively completed and opened the Company may except where otherwise expressly provided by this Act permanently stop up and cause to be discontinued those portions of existing roads for which such new portions of road are respectively substituted and the sites of any portions of existing roads so stopped up when and so far as the same shall be bounded on both sides by property of the Company shall subject to the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 with respect to mines lying under or near the railway belong to and be vested in the Company.

Power to stop up portions of existing roads where roads altered &c.

47. For the protection of the proprietors of the unfeued lands of Stobcross and of the houses in Saint Vincent Crescent Glasgow belonging to them the following provisions shall have effect and be binding upon the Company (that is to say):—

For protection of the proprietors of Stobcross.

Nothing in this Act contained or done in pursuance thereof shall prejudice abridge or affect the rights of the said proprietors

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under and in virtue of the North British Railway (General Powers) Act 1870 and the agreement set forth in Schedule A to that Act the Clyde Navigation (Stobcross Dock) Act 1870 and the agreement set forth in Schedule B to that Act and the Glasgow City and District Railway Act 1882 and all those rights shall continue to apply to the lands therein referred to to the same extent and effect as if the railways and works by this Act authorised had formed part of the railways and works authorised by those Acts or any of them and the extra expense (if any) which may be occasioned in the exercise of those rights by reason of the construction of the railways and works by this Act authorised shall be paid by the Company.

For protec-
tion of
Mrs. Crerar
Gilbert of
Yorkhill.

48. For the protection of Mrs. Christian Ann McCulloch Crerar Gilbert of Yorkhill and her successors (hereinafter in this section called the owner) the following provisions shall have effect and be binding on the Company (that is to say):—

- (1) Railway No. 1 so far as it passes through the lands of Yorkhill in the barony parish of Glasgow and county of Lanark belonging or reputed to belong to the owner shall be formed wholly in tunnel and notwithstanding anything in this Act contained the Company shall not deviate vertically in the construction of such tunnel from the levels defined on the deposited sections and the owner shall grant a wayleave for the construction of such tunnel and subject only to such wayleave shall remain the owner of the lands traversed;
- (2) No openings whether for ventilation of the said tunnel or otherwise shall be made upon any part of the lands of Yorkhill except two temporary shafts for the purpose of constructing the railway each not exceeding twelve feet square in positions to be arranged by the engineers of the Company and of the owner and the Company shall pay all damage thereby occasioned and shall permanently restore all ground disturbed;
- (3) The Company shall make and maintain the tunnel of such strength and durability as shall be sufficient for the effectual support of any buildings present or future upon the land over or by the side of the tunnel and of all machinery which may be used or industrial operations which may be carried on in or upon such buildings or land;
- (4) If by reason of the construction or condition of the tunnel any structural damage shall be caused to any buildings present or future upon the land over or by the side of the tunnel or to the foundations of such buildings or if by reason of such construction or condition any damage shall be done to any

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machinery stock or effects of any kind 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 by the Lands Clauses Consolidation (Scotland) Act 1845 in cases of disputed compensation ;

- (5) The compensation to be paid by the Company for and in respect of the wayleave for such tunnel shall be payable as on the date of the service of the notice to treat therefor and such notice shall be served on or before the term of Whitsunday one thousand eight hundred and ninety-two and such compensation shall be ascertained in case of difference in manner provided by the Lands Clauses Acts in cases of disputed compensation in respect of lands taken otherwise than by agreement and shall be fixed and determined on the principle that without prejudice to any other claims competent under this Act or the Acts incorporated therewith the Company shall pay and such compensation shall include (1) the full value of the land through and under which the tunnel is constructed with the addition of ten per cent. thereon and (2) full compensation for any loss and damage including depreciation or diminution of the market value which the owner of the lands of Yorkhill may in any way sustain by reason of the exercise of the powers by this Act vested in the Company as regards that portion of the lands of Yorkhill included within boundaries drawn through the points on the surface at which lines drawn from the bottom of the foundation of the side walls of the tunnel and outwards at an angle of forty-five degrees would meet the surface.

49. The agreement between James Smith Napier iron merchant in Glasgow John Inglis engineer and shipbuilder there Mrs. Margaret Inglis or Breen wife of George Breen residing in Glasgow Italian Consul for Scotland and Malcolm Colquhoun Thomson manufacturer in Glasgow trustees of the late Anthony Inglis engineer and shipbuilder in Glasgow acting under his trust disposition and settlement dated the eighth day of August eighteen hundred and eighty-three the said John Inglis John Anthony Inglis engineer and shipbuilder in Glasgow and Patrick MacNab Inglis engineer and shipbuilder there of the first part and A. and J. Inglis engineers and shipbuilders in Glasgow of the second part and Joshua Heywood Collins and James Neilson on behalf of the Company of the third part set forth in the Fourth Schedule to this Act is hereby confirmed and made binding on the said first and second parties thereto and on the Company respectively.

Confirmation of scheduled agreement with the trustees of the late Anthony Inglis and others.

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For protec-
tion of
James
Towers-
Clark.

50. The Company shall on the requisition of James Towers-Clark of Wester Moffat Lanarkshire or other the owner of lands in the parish of Old Kilpatrick and county of Dumbarton by notice in writing delivered to the Company within three months after the passing of this Act take within the period prescribed in this Act for the compulsory purchase of lands some portion of the lands numbered on the deposited plans 89 in the parish of Old Kilpatrick and county of Dumbarton for the purposes of Railway No. 1 and relative works authorised by this Act and they shall make compensation to the said James Towers-Clark or other owner in accordance with the provisions of the Lands Clauses Acts.

For protec-
tion of Peter
Hutchison.

51. The Company shall on the requisition of Peter Hutchison shipowner in Glasgow or other the owner of the lands of Thornwood in the parish of Govan and county of Lanark by notice in writing delivered to the Company within six months after the passing of this Act take within the period prescribed in this Act for compulsory purchase some portion of the lands numbered 257 in the parish of Govan and county of Lanark for the purposes of Railway No. 2 and relative works authorised by this Act and they shall make compensation to the said Peter Hutchison or other owner in accordance with the provisions of the Lands Clauses Acts and the Railways Clauses Consolidation (Scotland) Act 1845 or in the option of the said Peter Hutchison he may within the like period of six months elect and by a similar notice delivered to the Company intimate to them his desire that no part of such lands shall be taken by them and in that event no part of those lands shall be taken by the Company.

For protec-
tion of
Sir William
Wallace
Hozier.

52. For the protection of Sir William Wallace Hozier of Newlands Baronet his successors and assigns (hereinafter together in this section called the owner) the following provisions shall unless otherwise agreed have effect and be binding on the Company :—

- (1) The owner shall sell and the Company shall purchase so much of the land belonging to him as is coloured red and blue on a plan signed by Sir John Kennaway Baronet the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred a copy of which plan has been deposited in the Private Bill Office of the House of Commons as the extent of such land shall be ascertained by measurement by the surveyor of the owner and the engineer of the Company but the area so coloured shall be subject to variation if it shall be found that it includes any land belonging to others than the owner and such area shall also be taken subject to

any servitude or rights of third parties affecting the same and under the reservation of mines and minerals and others as in the case of lands taken by a railway company under statutory authority ;

- (2) The Company shall leave open and unbuilt upon in all time coming those portions of the land agreed to be taken by them which are coloured blue upon the said plan for the formation of streets including one half of the street sixty feet in width along the south side of Railway No. 1 so far as passing through the lands of the owner and also land for streets fifty feet in width to be formed over or under the several railways by this Act authorised at the respective points where the bridges hereinafter provided for are to be constructed and the Company shall defray the cost of paving and kerbing the footpaths and forming bottoming and laying such streets with good hard metal or with square dressed or rubble causeway in the same manner as similar streets have been or may be formed by the owner or his feuars for the accommodation of other parts of his lands all as the owner may require and to his or their satisfaction and the Company shall also defray the cost of covering or smoothing such streets with gravel or ashes and of maintaining the same in sufficient repair in all time coming so far as the same are formed upon the said land and until the maintenance thereof is taken over by the local authorities The Company shall also make provision to the satisfaction of the owner for the formation and maintenance in like manner to the full width of sixty feet of that portion of the street intended to be formed on the south side of Railway No. 1 which will be constructed on lands other than those of the owner so as to make the same a continuous street from the Sawmill Road eastwards until it joins Castlebank Street Partick and to give the owner and the feuars tenants and disponees of the owner free access and egress thereby and full use thereof as if the same were wholly formed on the lands of the owner and such streets whether formed on the lands of the owner or on the lands of others shall be made by the Company when required by the owner and the same shall be common to the owner and such feuars tenants and disponees and to the Company but the owner shall not be bound to open up or form any portion of those streets on his remaining lands until he thinks proper The Company shall also have the right of laying down and if required by the owner shall lay down lines of tramway or dock railway on the half of the street to be formed by them on the south side of Railway No. 1 with all

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necessary offsets or branches therefrom to connect with the lands situated on the south side of the last-mentioned street and with Railway No. 1 and relative works ;

(3) The Company shall also defray the whole cost of forming making and maintaining whenever required by the owner common sewers under the land to be acquired by them as aforesaid of the materials dimensions and depths and in such situations along or under such streets so far as to be formed upon the land to be acquired by them and also under any portions of those streets which may be formed upon the lands of others as may be determined by the owner for the purpose of carrying off waste water and other refuse from the said lands and any houses which may be built thereon and from the lands of the owner whether already feued or still unfeued and from any houses or buildings erected or to be erected thereon and those sewers shall be common to all parties interested and all necessary access and communication shall be allowed to the same accordingly ;

(4) The owner shall when feuing or disposing of the remaining lands ex adverso of the lands to be acquired from him by the Company bind and oblige the feuars or disponees of such lands to repay to the Company one half of the cost of constructing the said common sewers so far as they shall be common to the Company and the said disponees or feuars and that in proportion to the extent of the frontage to which the remaining lands still to be disposed of or feued by the owner abut upon the common sewers to be formed by the Company as aforesaid and the feu dispositions or other conveyances to be granted by the owner to the disponees or feuars of the remaining lands shall contain a clause or clauses constituting the provisions in this sub-section contained real burdens on the remaining lands so far as affected thereby ;

(5) The Company shall construct in a good and sufficient manner and at their own expense the following accommodation works in connection with Railways Nos. 1 2 and 5 in addition to the other accommodation works herein and by the general Railway Statutes prescribed viz. :—

(1) A bridge over Railway No. 1 in the line of Hayburn Street Partick of the width of fifty feet between the parapets ;

(2) A bridge or double bridge under Railway No. 1 and Railway No. 5 one hundred and twenty yards or thereabouts westward from Clyde Street Partick with a span of fifty feet and a clear headway of fourteen feet ;

- (3) A bridge under Railway No. 1 in line of Sawmill Road Partick with a span of fifty feet and a clear headway of sixteen feet ;
- (4) A bridge over Railway No. 2 in the line of an intended street two hundred yards or thereabouts northward from Dumbarton Road Partick of the width of forty feet between the parapets ;
- (5) In the option of the owner and in lieu of the said bridge north of the Dumbarton Road a bridge or double bridge with a span of fifty feet and a clear headway of at least fourteen feet to give access below Railway No. 1 and Railway No. 2 at or near the junction of those railways or below Railway No. 1 at such other point as may be practicable and as may be fixed by the owner All those bridges both over and under the railways shall be maintained in good order and condition by the Company at their cost in all time coming ;
- (6) The Company shall fence off the land to be taken by them on their entry thereto and also when required erect a temporary fence along the south side of the street to be formed parallel to Railway No. 1 as aforesaid all to the satisfaction of the surveyor of the owner and shall maintain such fences in good order and condition until the adjoining lands are sold feued or conveyed by the owner ;
- (7) The conveyance to be granted by the owner in favour of the Company shall contain clauses constituting the foregoing provisions real burdens on the land taken and also restricting the use of the land not occupied by the said railways and relative works for any purpose which may be deemed a nuisance similar to the provisions contained in the feu rights already granted of portions of the owner's estate of Partick ;
- (8) The Company shall settle with the tenants of the lands taken and affected and shall relieve the owner of all claims at the tenants' instance ;
- (9) The compensation to be paid for and in respect of the lands to be acquired by the Company shall be payable as on the date of the service of the notice to treat in respect of such lands and such notice shall be served on or before the term of Whitsunday one thousand eight hundred and ninety-two and shall be ascertained in case of difference in manner provided by the Lands Clauses Acts in cases of disputed compensation in respect of lands taken compulsorily or in the option of the owner shall be settled by reference to Thomas Binnie land valuator in

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Glasgow as sole arbiter the cost of the arbitration being in either case defrayed by the Company in accordance with the Lands Clauses Acts;

- (10) All questions and differences arising between the owner and the Company as to the meaning or implement of the foregoing provisions other than the compensation to be paid by the Company as aforesaid and the reference to the surveyor of the owner and the Company's engineer as regards the measurements of the lands to be taken by the Company shall be referred to James Moir Professor of Conveyancing in the University of Glasgow whom failing James Alexander Reid writer Glasgow as sole arbiter whose decision shall be final.

For protection of
William
Crawfurd
Stirling
Stuart
(Milton and
Castlemilk
Estate).

53. For the protection of William Crawfurd Stirling Stuart of Milton and Castlemilk in the county of Lanark his successors and assigns (hereinafter together in this section called the owner) the following provisions shall unless otherwise agreed have effect and be binding on the Company (that is to say):—

- (1) The owner shall sell and the Company shall purchase so much of the said lands part of the entailed estate of Milton as shall be required for the construction of Railway No. 1 and the northern half of the street of sixty feet wide to be constructed alongside thereof as aftermentioned and that in the manner provided by and at a price to be fixed in terms of the provisions of the Lands Clauses Acts with regard to lands under the fetters of entail and on the footing that the sale is compulsory and the price so to be fixed (including compensation for all damage to be caused to the owner's lands by the construction of the railway) shall be fixed and shall be consigned in bank in manner provided by the said Acts as soon as possible after the passing of this Act and before the Company enter into possession of those lands or any part thereof;
- (2) The Company shall construct Railway No. 1 in such a position that its centre line shall coincide with the course of the line coloured blue on a plan or tracing signed by Sir John Kennaway Baronet the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred a copy of which plan has been deposited in the Private Bill Office of the House of Commons and that without any deviation whatever notwithstanding that the line of that railway is shown on the deposited plans as following the course of the dotted red line on that plan or tracing;
- (3) The Company shall at their expense construct in a sufficient manner the following special accommodation works in con-

nection with the railway for the use of the owner and that in addition to all the accommodation works required by the general Railway Statutes viz. :—

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- (1) A bridge of fifty feet span and sixteen feet clear headway above the level of the road to carry Railway No. 1 over the Sawmill Road Partick as a substitute for the bridge of thirty feet span originally proposed for that purpose ;
- (2) A bridge of fifty feet span and sixteen feet clear headway above the level of the street to be formed under the same as aftermentioned Such bridge shall be constructed in the situation shown on the said plan or tracing and the west face of the eastern buttress thereof shall be at a distance of nine hundred and thirty-five feet or thereabouts from the present west side of the Sawmill Road or in the event of the Company failing to arrange for the continuation of the street along the south side of Railway No. 1 hereinafter referred to of the full width of sixty feet throughout till it joins Smith Street Partick then instead of the last-mentioned bridge the Company shall in the option of the owner construct two bridges of fifty feet span and sixteen feet clear headway above the streets to be formed under the same as aftermentioned and that in such situations as may be prescribed by the owner Those bridges shall be maintained in good order and condition by the Company in all time coming ;
- (3) One half of a road or street sixty feet in width adjoining Railway No. 1 on the south side thereof and extending from the Sawmill Road along Railway No. 1 so far as it passes through the owner's land which street shall be formed to the extent of one half on land to be acquired by the Company and the other half on land to be provided by the owner for the construction thereof and shall be carried by the Company westwards if they can agree with the proprietors of the lands required for the same of the like width of sixty feet until it joins Smith Street Partick But the owner shall not be bound to open up or form the half of such street to be provided by him sooner than he thinks proper ;
- (4.) A street fifty feet wide if there shall be one bridge or two streets of fifty feet wide if there shall be two bridges formed in accordance with the provisions of Article 2 of sub-section 3 of this section leading from the Dumbarton

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Road southwards under such bridge or bridges but that only in so far as such street or streets are to be constructed on lands to be acquired by the Company Those several streets to the full width thereof as hereinbefore provided shall be formed by the Company when required by the owner and the Company shall be liable for and defray the cost of paving and kerbing the footpaths and forming bottoming and laying the streets with good hard metal or rubble causeway as the owner may require and that to his 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 or until the Company arrange for their being taken over by the local authorities and the owner and his disponees feuars and tenants and any persons to whom they may communicate the right shall have free access and egress to and from and the right to use the said streets;

- (5) The Company shall for the purpose of widening the Sawmill Road dedicate a portion of the land to be acquired by them as aforesaid twenty feet in width measuring from the Sawmill Road westwards which will be rendered useless by the widening of the span of the bridge mentioned in Article 1 of sub-section 3 of this section and they shall add the space so left to the said road whenever required by the owner and form such space as part of the road and they shall maintain the same in good order in all time coming ;
- (6) The Company shall fence off the lands to be taken by them at their entry thereto and when required they shall also erect a temporary fence along the south side of the street to be formed parallel to the railway as aforesaid all to the satisfaction of the owner's surveyor and they shall maintain those fences in good order and condition until the adjoining lands are sold feued or conveyed by the owner or otherwise disposed of by him ;
- (7) The Company shall make and maintain whenever required by the owner common sewers under the lands to be acquired by them and occupied by the roads or streets to be formed by them as aforesaid and also if required under the Sawmill Road of such materials dimensions and depth and in such situation along or under the said streets and roads as may be determined by the owner for the purpose of carrying off the waste water and other refuse from his adjoining lands and from the houses and

buildings erected or to be erected on the adjoining lands of the owner and the said sewers shall be common to all concerned and the necessary access and communications shall be permitted to the same accordingly Provided always that all communications with those sewers shall be formed in such manner as not to prejudicially interfere with or affect the railway or works of the Company ;

- (8) In the event of any dispute or difference arising as to the execution of the works in this section mentioned or as to their nature and extent the same shall be referred to the decision of an engineer to be appointed by the owner and the Company and in the event of their differing of an engineer to be appointed by the Board of Trade on the application of either party ;
- (4) The owner shall when feuing or disposing of his remaining lands to the south of and ex adverso of the lands to be acquired from him by the Company make it a condition of every such feu right or disposition that the feuars or disponees of the said lands shall repay to the Company one half of the cost of constructing the said common sewers so far as they shall be common to the Company and the said disponees or feuars and that in proportion to the extent of the frontage to which the remaining lands still to be disposed of or feued by the owner abut upon the said common sewers to be formed by the Company as aforesaid and the feu dispositions or other conveyances to be granted by the owner to the said disponees or feuars of the remaining lands shall contain a clause or clauses constituting the provisions in this sub-section mentioned real burdens on the remaining lands so far as affected thereby And the conveyance of the lands to be acquired by the Company shall contain a clause constituting the provisions before written real burdens upon the said lands ;
- (5) The Company shall settle with the tenants of the lands taken and affected and shall relieve the owner of all claims at the tenants' instance ;
- (6) All questions and differences arising between the owner and the Company as to the meaning or implement of the foregoing provisions excepting such matters as are otherwise referred are hereby referred to James Moir Professor of Conveyancing in the University of Glasgow whom failing James Alexander Reid writer in Glasgow as sole arbiter whose decision shall be final.

A.D. 1891.

For protec-
tion of Possil
Estate.

54. For the protection of the estate of Possil and the proprietor thereof for the time (hereinafter in this section called the owner) the following provisions shall unless otherwise agreed have effect and be binding on the Company (that is to say) :—

(A) The land to be taken by the Company for the purposes of Railway No. 4 shall be taken under statutory notice which the Company shall give to the owner accompanied by relative plans on or before the term of Whitsunday one thousand eight hundred and ninety-two ;

(B) When a road or roads are laid out and commenced to be constructed on the said estate in order to connect on either side of Railway No. 4 with any one of the bridges aftermentioned in this sub-section the Company shall construct so far as applicable to the road or roads so to be laid out and commenced to be constructed and shall complete as nearly as may be simultaneously with such road or roads at the point where the same are intended to cross the railway the following accommodation works and shall maintain the same :—

(1) A skew overbridge forty-five feet in width between parapets at or near the point one mile four furlongs and ninety yards on the deposited plans ;

(2) An overbridge forty-five feet in width between parapets at or near the point one mile two furlongs and one hundred and fifty yards on the deposited plans ;

(3) A skew over or under bridge as the owner may require forty-five feet in width between parapets or abutments at or near the point one mile and sixty yards on the deposited plans ;

(4) A brick egg-shaped sewer three feet by two feet under Railway No. 4 in the line of the last-mentioned bridge ;

(5) A skew over or under bridge as the owner may require forty-five feet in width between parapets or abutments at or near the point six furlongs and sixty yards on the deposited plans ;

(6) A brick egg-shaped sewer three feet by two feet under the railway and in the line of the last-mentioned bridge ;

In the event of the Company in the construction of Railway No. 4 not providing the accommodation works before mentioned in this sub-section they shall provide and maintain until the said accommodation works are provided such other accommodation works for the use of the owner as may be rendered necessary by the formation of the railway the nature and extent of the last-mentioned

accommodation works so to be provided to be determined in case of difference of opinion by the surveyor for the time being of the owner and the engineer for the time being of the Company ;

(c) The Company shall during the construction of Railway No. 4 and in addition to the accommodation works provided for in sub-section B erect to the reasonable satisfaction of the surveyor of the owner—

(1) An overbridge forty-five feet in width between parapets in continuation of the bridge agreed to be made by the Caledonian Company over their Hamilton Hill Branch at or near the point one mile five furlongs on the deposited plans ;

(2) A bridge forty feet in width between parapets to carry Balmore Road over Railway No. 4 at or near the point one mile one furlong and eighty yards on the deposited plans Provided always that in the event of that road being at any time widened up to or within one hundred feet of either the north or south end of the bridge the Company shall increase the width of the bridge to a corresponding extent when required by the owner to a width not exceeding twenty feet additional or sixty feet in all ;

(3) A brick egg-shaped sewer three feet by two feet under Railway No. 4 in the line of Balmore Road for the drainage of certain portions of the estate lying north of Railway No. 4 ;

(d) The Company shall also construct a passenger station on Railway No. 4 immediately west of and having an entrance from Balmore Road ;

(e) The levels of Railway No. 4 shown on the deposited sections shall not be raised without the consent in writing of the owner ;

(f) The drainage of the estate of Possil as an agricultural subject shall be adequately provided for in the construction of Railway No. 4 ;

(g) The Company shall enclose the land acquired by them with a neat stone and lime wall not less than five feet in height from the surface of the ground to the top of the cope and the land to be taken shall be taken in uniform lines to the reasonable satisfaction of the surveyor for the time of the owner notwithstanding that this may render it necessary for the Company to take more land at certain points than is required for the construction of the railway ;

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- (H) The owner may erect either over or under Railway No. 4 at such time and at such places of such width and at such angles as he may think fit bridges not exceeding four in number and may from time to time alter or widen the same as he may deem advisable and that without payment to the Company for any land belonging to them required for such bridges and the necessary approaches and other works connected therewith and the owner shall erect those bridges to the reasonable satisfaction of the engineer for the time being of the Company and the Company shall thereafter be liable for the upkeep repair and maintenance of the same in the same manner as if such bridges had been erected by them ;
- (I) The owner may construct sewers under or over the railway and through any land which may be acquired from him by the Company free of wayleave damage or other claims but always to the reasonable satisfaction of the engineer of the Company and the Company shall thereafter be liable for the upkeep maintenance and repair of the same so far as within the boundaries of the lands of the Company ;
- (J) The Company shall in addition to the works provided for in this section make and maintain such further works except bridges and sewers as are provided by the general Railway Acts ;
- (K) Nothing in this section shall in any manner interfere with the rights and claims of the tenants on the estate of Possil for any intersectional or other damage which may accrue to them by reason of the construction of Railway No. 4 ;
- (L) In the event of any dispute or difference arising between the surveyor of the owner and the engineer of the Company as to any matter mentioned in this section or arising thereunder which they or either of them is hereby appointed to determine the same shall be referred to the decision of a neutral engineer to be mutually chosen by them and in the event of their differing in such choice an engineer to be appointed by the Board of Trade on the application of either party whose decision shall be final and binding on the owner and the Company and in the event of any difference arising between the owner and the Company as to the implement of this section other than as hereinbefore provided the same shall be referred to and determined by the Right Honourable John Blair Balfour Dean of the Faculty of Advocates whom failing Sir Charles John Pearson Her Majesty's Solicitor General for Scotland whom failing an arbiter to be appointed by the sheriff of Lanarkshire as sole arbiter and the decision of such arbiter shall be final.

55. For the protection of Messrs. William Denny and Brothers shipbuilders Dumbarton their successors and assigns (hereinafter together in this section called the owner) the following provisions shall unless otherwise agreed have effect and be binding on the Company (that is to say):—

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For protec-
tion of Wil-
liam Denny
and Brothers.

(1) The Company shall for the construction of Railway No. 1 and in connection therewith acquire the necessary ground and make and maintain a siding and relative works for the accommodation of the works known as Leven Ship Yard belonging to the owner from Railway No. 1 to the west side of Gruggies Burn and on such level as will enable the owner to continue and connect the same with their existing siding as after provided;

(2) The owner may connect the said siding with the existing siding which crosses the road leading to Dumbarton Castle and leads through their works;

(3) The Company shall undertake any traffic provided by the owner at their said works at the usual rates;

(4) The Company shall notwithstanding the dimensions shown on the deposited plans carry Railway No. 1 across Gruggies Burn and Boundary Crescent by a bridge of one span;

(5) All questions disputes or differences which may arise between the owner and the Company in relation to this section shall be submitted and referred to the amicable decision final sentence and decree arbitral of an engineer to be appointed by the owner and an engineer to be appointed by the Company and in the event of the two engineers differing in opinion of an engineer to be appointed by them or of an engineer failing their agreeing to be appointed by the Board of Trade on the application of either party.

56. Notwithstanding anything contained in this Act the Company shall not construct Railway No. 1 (in this section referred to as the railway) in so far as the same passes through or opposite to the estates of Kilpatrick Glenarbuck and other lands and heritages on the north side of the River Clyde belonging or reputed to belong to the Right Honourable Charles Lord Blantyre nor enter upon take or use any part of the said estates and others situated as aforesaid otherwise than in accordance with the following provisions unless with the previous consent in writing of the said Charles Lord Blantyre or of his successors in the said estates (hereinafter referred to as Lord Blantyre) and the Company shall unless otherwise agreed execute the accommodation works hereinafter specified in connection therewith (that is to say):—

For protec-
tion of Lord
Blantyre.

A.D. 1891.
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- (1) The centre line of the railway between the point marked on the deposited plans 7 miles 6 furlongs and a point marked thereon 9 miles 5 furlongs shall not be deviated laterally to any extent from the lines shown upon the said plans but shall leave a clear roadway of not less than twenty-five feet in width between the present fence of the strip of plantation numbered 160 and 161 on the deposited plans in the parish of Old Kilpatrick and the north fence of the railway and the Company shall not be entitled to enter upon take or use any part of the said plantation ;
- (2) Between the points marked respectively on the deposited plans 7 miles 6 furlongs and 9 miles 5 furlongs the Company shall not take any greater portion of land than may be necessary for forming—
 - (A) A double line of railway with the requisite slopes embankments and fences thereof ; and
 - (B) A station with all proper sidings approaches works and conveniences connected therewith adjoining to and on one or other or partly on both sides of the road to the ferry numbered on the said plans 143 in the parish of Old Kilpatrick and for sidings to form a connection from the railway with the canal sidings at Bowling ;
- (3) The Company shall not make any use of the sides of the railway and slopes of such cuttings and embankments as may become their property except for such signalling and telegraphic apparatus and appliances as may be necessary for the working of the railway according to the requirements of the Board of Trade but any erections in connection with such apparatus and appliances shall be made at the sight and to the reasonable satisfaction of Lord Blantyre and except by cutting and removing the grass thereof ;
- (4) All buildings required for the station shall be erected in conformity with plans which have been previously approved by Lord Blantyre and failing such approval as may be approved by an architect to be named by the sheriff of Dumbarton or his substitute on the application of any of the said parties and the decision of such architect shall be final and conclusive and the costs of the reference shall be paid by the Company ;
- (5) The Company in constructing the railway and works and conveniences connected therewith shall not be entitled to raise to any extent the level of their rails as shown on the deposited plans where they cross the public road to Erskine Ferry numbered on the said plans 143 in the parish of Old Kilpatrick

nor to raise the level of the rails of any other part of the railway where it passes through the property of Lord Blantyre to a greater extent than three feet vertical; A.D. 1891.

(6) For the accommodation of the lands severed by the construction of the railway the Company shall make good any interruption caused by the railway to the use of the lands during the formation thereof and shall construct and complete prior to the opening of the railway for public traffic the following works:—

- (A) A bridge under the railway in the field numbered on the deposited plans 137 in the parish of Old Kilpatrick not less than fourteen feet of clear height and not less than fourteen feet in width between the walls with proper and convenient metalled approaches thereto on each side thereof the approach on the south side being level and the gradient of the approach on the north side being not steeper than one in sixteen;
- (B) The bridge over the railway opposite to the drawbridge over the Forth and Clyde Canal for carrying the road to Erskine Ferry and the other roads aftermentioned shall have a clear space of not less than thirty feet wide between the parapets and the ascent of the road thereto from Erskine Ferry shall not be steeper than one in twenty-five without prejudice to the obligations of the Company under any public general Act in every other respect than width of bridge and gradient of road;
- (C) A metalled approach to the last-mentioned bridge good and sufficient for carts and other wheel traffic from the farmsteading numbered on the deposited plans 149 150 and 151 in the parish of Old Kilpatrick;
- (D) A road of an inclination not less than one in sixteen from the last-mentioned bridge along the south side of the railway through the fields numbered respectively on the deposited plans 142 139 and 138 in the said parish to the bridge hereinbefore mentioned under the railway in field numbered on the deposited plans 137 in the said parish which road shall be not less than eighteen feet in width and shall be metalled eleven feet wide with well-broken whinstone metal six inches deep;
- (E) A bridge over the railway in the field numbered on the deposited plans 147 in the said parish not less than fifteen feet in width between the parapets with proper and convenient metalled approaches on each side thereof;

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- (F) A level crossing over the railway with proper and convenient approaches thereto to connect the land numbered on the deposited plans 168 in the said parish on the north side of the railway with the land or ground on the south side of the railway numbered respectively on the deposited plans 164 and 165 in the said parish ;
- (G) A bridge under the railway for access to the shore in the field numbered on the deposited plans 165 in the said parish not less than nine feet of clear height and twelve feet in width between the walls with a proper and convenient metalled approach thereto on the north side ;
- (H) Roads not less than twenty-two feet wide between the Forth and Clyde Canal and the railway for access to the fields east and west of Donald's Quay ;
- (I) A bridge under the railway at a point one hundred and thirty yards beyond the point marked on the deposited plans nine miles three furlongs not less than fourteen feet of clear height and fourteen feet in width between the walls for access from the drawbridge over the canal to land and bowling green numbered respectively on the said plans 187 and 189 in the said parish with proper and convenient approaches thereto on either side ;
- (J) A road for convenient access from the said drawbridge into that portion of the field numbered on the deposited plans 187 in the said parish situated between the railway and the canal which will remain the property of Lord Blantyre ;
- (7) The said bridges and new roads and all alterations and diversions of roads and other works and operations hereinbefore provided for shall be constructed and completed without undue delay after the commencement thereof respectively at the sight and to the reasonable satisfaction in all respects of Lord Blantyre or of an engineer to be appointed by him according to working plans sections and specifications thereof to be submitted to Lord Blantyre or such engineer previously to the commencement of such works and operations respectively Provided always that if any difference shall at any time arise between the Company or their engineer and Lord Blantyre or his engineer with respect to any of the matters aforesaid such difference shall be determined by an engineer to be appointed by the sheriff of Dumbarton or his substitute at Dumbarton on the application of any of the said parties and the decision of such engineer shall be final and conclusive and the cost of the reference shall be in the discretion of the arbiter ;

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- (8) The said bridges level-crossing roads approaches and all other necessary works connected therewith shall (except as aftermentioned) be maintained in all time coming by the Company in good order condition and repair and in the event of any difference of opinion arising between Lord Blantyre and the Company the same failing agreement between the parties shall be determined by an engineer to be named by the sheriff of Dumbarton or his substitute as is provided in the case of sub-section 7 hereof Provided that the Company shall maintain the road mentioned in sub-section (D) of sub-section 6 hereof for a period of only three years after its construction and shall leave the same in good order at the expiration of the said period ;
- (9) The Company shall maintain at their own expense in all time coming the embankments fences bridge and drains of the road to Erskine Ferry numbered 143 on the deposited plans with all necessary works in connection therewith as provided by section 39 of the Railways Clauses Consolidation (Scotland) Act 1845 notwithstanding anything in this Act to the contrary ;
- (10) The Company shall not take occupy or use any part of the property of Lord Blantyre for the erection of any houses for working classes who may be displaced in the construction of any of the railways or works authorised by this Act ;
- (11) Nothing in this section contained shall take away or diminish any rights or remedies competent to Lord Blantyre under the provisions of the Lands Clauses Consolidation (Scotland) Act 1845 or the Railways Clauses Consolidation (Scotland) Act 1845 except as respects the accommodation works herein mentioned.

57. 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 Commissioners of Police for the burghs of Partick and Clydebank and the provost magistrates and town council of the royal burgh of Dumbarton as such and as representing the police and water commissioners of the said burgh the local authority of said burgh acting under the Public Health (Scotland) Act 1867 and the pier and gas corporation of said burgh (in this Act called the local authorities) and of the county councils of the counties of Lanark Renfrew and Dumbarton (in this Act called the county councils)

For the protection of the Corporation of Glasgow the Commissioners of Police of the burghs of Partick and Clydebank the provost magistrates and town council of Dumbarton and of the county councils of Lanark Renfrew and Dumbarton.

A.D. 1891. and for the protection of owners lessees and occupiers of property in the streets or roads mentioned in the section of this Act the marginal note of which is "Stopping up of certain roads" the following provisions shall (unless otherwise agreed upon) have effect and be binding on the Company (that is to say):—

Notice.

(1) 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 or footpaths or public places in the city and royal burgh of Glasgow or in the burghs of Partick and Clydebank and the royal burgh of Dumbarton respectively or in the county of the Lower Ward of Lanark the county of Renfrew or the county of Dumbarton or which would interfere with or affect the sewers drains or outfalls of drains or other works belonging to the Corporation in its several capacities or local authorities or county councils or which they have the right of using the Company shall give to the Corporation in each of its several capacities and the local authorities or to the county councils as the case may be notice thereof in writing accompanied by plans sections and specifications and also working drawings where required by the Corporation in each of its several capacities the local authorities or the county councils showing the manner in which the railways and works connected therewith within the said city and royal burgh burghs royal burgh and counties respectively are to be executed and also showing any vertical deviations from the levels of the said railways and works made under the powers conferred by this Act and also the means to be employed by the Company not only for protecting the said roads streets lanes footpaths or public places sewers drains and outfalls of drains or works during the operations of the Company but for making good any injury or damage to or interference with the said roads streets lanes footpaths or public places sewers drains and outfalls of drains or works and for providing new or substituted sewers including outfall sewers or works if necessary which plans sections and specifications shall be subject to the approval of the Corporation in each of its several capacities and the local authorities or of the county councils 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 or outfalls of drains or new sewers or works being commenced and such works shall be carried out in conformity with the plans as approved of or settled Provided always that if the Corporation local authorities or county councils do not within fourteen days after service of such notice on them intimate to

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the Company their approval or disapproval of the said plans sections and specifications the Company may thereupon proceed to execute the said works In all cases in which the Company interfere in the construction of the railway with streets sewers or other works belonging to or under the control of the Glasgow Police Commissioners they shall give the notice and send the plans &c. referred to in this sub-section to the clerk to such Commissioners ;

- (2) Where any of the works to be done under or by virtue of this Act or by any vertical deviations thereunder shall or may pass over under through or by the side of or so as to interfere with any sewer drain watercourse or work within the jurisdiction or under the control of the Corporation or the local authorities or county councils or any of them 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 said sewers drains watercourses or works and shall clean out the said sewers drains watercourses or works 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 new altered or substituted works including intercepting and outfall sewers in such manner as the Company and the Corporation or local authorities or county councils may agree upon and failing agreement as may be decided by arbitration in manner hereinafter provided (and for the construction of which the Corporation the local authorities and the county councils shall be bound to afford all reasonable facilities and communicate their powers so far as necessary and competent) and shall save harmless the Corporation and the local authorities and county councils against all and every the expense to be occasioned thereby and all such works may in the option of the Corporation the local authorities and the county councils be done by them or by the Company under the direction superintendence and control of the Corporation or of the local authorities or of the county councils at the costs charges and expenses in all respects of the Company and if done by the Corporation or the local authorities or the county councils all reasonable costs charges and expenses thereby occasioned shall be paid by the Company on demand and if any disputes shall arise as to the amount of such costs charges and expenses the same shall be settled by arbitration as hereinafter provided and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs

Works affect-
ing sewers or
drains.

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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 or the county councils 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 or the county councils but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed The Company shall during the construction of the railways by this Act authorised be at the expense of forming making and maintaining wherever required by the Corporation or the local authorities or the county councils provision for sewers over under or along the said railways and works of the materials dimensions and depth and in the situations to be pointed out by the Corporation or the local authorities or county councils so as to accommodate the future drainage of the districts under the jurisdiction of the Corporation the local authorities or the county councils Provided always that the Corporation or the local authorities or the county councils shall within six months from the commencement of the construction of the said railways intimate to the Company the place or places where they require the Company to make provision in constructing the railways for the said sewers over or under the railways This sub-section shall apply to whatever works whether situated within or beyond the present boundaries of the city may be required by the Corporation to connect existing sewers or future intercepting sewers with the contemplated outfall sewer for carrying the sewage of the city lower down the river;

Power to
Corporation
local autho-
rities and
county
councils to
construct
sewers
drains &c.

- (3) The Corporation or the local authorities or the county councils shall at all times have the right and privilege of constructing drains and sewers across or underneath and where necessary for convenient crossing along the railways and that free of all charges and expenses for wayleave or otherwise declaring however that before the Corporation or the local authorities or the county councils shall commence any such operations they shall give reasonable notice to the Company of their intention so to do and along with such notice submit plans sections and specifications of the works so proposed to be constructed for the approval of the engineer for the time being of the Company and in the event of any difference of opinion arising with reference to such works or the plans sections and

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specifications thereof the same shall be settled by arbitration in manner hereinafter provided. Such operations of the Corporation or the local authorities or the county councils shall also as far as practicable be carried out in a manner not to interfere with the working of the traffic or endanger the railways and such works shall also be executed and maintained at the expense and responsibility of the Corporation or of the local authorities or of the county councils and at the sight and to the satisfaction of the engineer for the time being of the Company. It is also hereby specially provided and declared that the Corporation or the local authorities or the county councils shall not be liable for any loss or damage which may happen to the railways or works connected therewith or to the rolling stock thereon by reason of any accident which may at any time happen to the said sewers at or near any of the points where the said sewers are constructed underneath or over the railways nor for any loss or damage to the Company arising from the stoppage or loss of traffic on the railways during the execution of such works which may be necessary in consequence of such accident unless such loss or damage shall have been occasioned by the fault or neglect of the Corporation local authorities or county councils or of their agents workmen or servants;

- (4) The Company shall if required by the Commissioners of Police of the burgh of Partick within three months from the commencement of the works of the Company within that burgh construct a culvert to accommodate any diversion of the course of the present Whiteinch Burn which may be proposed or in lieu thereof in the option of the said Commissioners shall contribute the cost of the same to any scheme which may be proposed for the diversion of the said burn. The Company shall also construct a culvert for carrying the said burn in its present course under the railway and works by this Act authorised;

Works for accommodation of Whiteinch Burn.

- (5) The Company shall simultaneously with the erection of a new bridge over the River Kelvin make and form a street leading from Bridge Street Partick to said new bridge within the limits of deviation defined on the deposited plans as may be agreed with the Commissioners of Police of the burgh of Partick and also make and form a street from said new bridge to the Ferry Road Glasgow. Provided that if the Corporation or the local authorities or any of them shall within twelve months from the passing of this Act provide the land outside the limits of deviation required for the purpose the Company shall construct a direct road fifty feet in width from the said bridge

As to construction of new streets in connection with new bridge over River Kelvin.

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to Partick Cross in lieu of the more northern of the two roads between Bridge Street and the said new bridge shown on the deposited plans The Company shall carry out the diversion of Knowe Street Partick within the limits of deviation shown on the deposited plans on the lines and levels and of a width to the reasonable satisfaction of the Commissioners of Police of the burgh of Partick ;

As to construction of new street from John Street Partick to Smith Street Whiteinch.

- (6) The Company shall forthwith make and form one half of a street sixty feet in width with a tramway or dock railway laid down thereon along the south side of Railway No. 1 which street shall extend from the south end of John Street Partick to Sawmill Road Partick and from thence to Smith Street Whiteinch The said tramway or dock railway shall not be used as a lye for engines waggons or other railway vehicles and no such engine waggon or other vehicle shall be allowed to remain standing on any part of such tramway or dock railway The said street where the said tramway or dock railway is laid or formed and the said tramway or dock railway itself shall be kept in a good and sufficient state of repair and so as not to be dangerous to vehicles using the same and subject to the right of the Company to use at all times the said tramway or dock railway the public shall have the free use of the said street for vehicular and other traffic ;

As to construction of new street from Crawford Street Partick to Hayburn Street Partick.

- (7) The Company shall subject to the consent of Sir William Wallace Hozier Baronet being obtained make and form a street fifty feet in width from Crawford Street Partick to the footpath in the line of the continuation of Hayburn Street Partick with a carriage-way of thirty feet in width and a footpath on each side thereof ten feet in width on the line of Hozier Street Partick or in lieu thereof a street of similar width along the north boundary of the Company's lands between the same streets and shall continue either of the said streets in the line of Hayburn Street over the railway by a bridge of fifty feet span to Castlebank Street or the extension thereof The public shall also have the free use of whichever of those streets is formed in terms of this sub-section for vehicular and other traffic ;

As to construction of bridge between Clyde Street Partick and Sawmill Road Partick and of street in connection

- (8) The Company shall construct a bridge fifty feet wide and of not less than fourteen feet of clear headway between Clyde Street Partick and Sawmill Road Partick and shall form one half of a street sixty feet in width from Clyde Street Partick at its junction with Hozier Street Partick westwards to the said bridge The Company shall also at a point between Sawmill

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Road Partick and Smith Street Whiteinch make and erect a bridge fifty feet in width and of not less than sixteen feet of clear headway The public shall also have the free use of the said street to be formed in terms of this sub-section for vehicular and other traffic ;

therewith
also of bridge
between Saw-
mill Road
Partick and
Smith Street
Whiteinch.

(9) The Company shall in constructing their railway or works make provision for widening Crow Road on the north side thereof where Railway No. 2 crosses underneath said road so that the said road may have a total width of sixty feet at such point ;

Widening of
Crow Road
Partick.

(10) The Company shall when required by the Corporation widen the proposed bridge for carrying Old Dumbarton Road Glasgow over the railway so as to give a clear width of not less than sixty feet ;

Widening of
bridge over
Old Dumbar-
ton Road.

(11) Notwithstanding anything contained in this Act the Company shall not during the construction of the railway be entitled to shut up Kelvinhaugh Street Gilbert Street or Old Dumbarton Road Glasgow Merkland Street or Anderson Street Partick altogether but they shall leave sufficient width at all times for the passage of all kinds of traffic vehicular and otherwise And before Crawford Street Partick is shut up by the Company a sufficient temporary access shall be provided by the Company for foot passengers to the south of the railway Any street or road to be permanently stopped up shall not be so stopped up by the Company unless and until such new or substituted streets or roads herein provided for shall have been made by the Company and opened for use The Company shall not be entitled to shut up or close Scotstoun Mill Road or any part thereof without consent of the Commissioners of the burgh of Partick and of the owners lessees and occupiers ex adverso of such part of that road as may be shut up The Company shall restore the portions of the carriage-way and footway of any street road lane or footpath which may be temporarily stopped up by them for the purposes of the works unless prevented from so doing by strikes or unavoidable accident within two months from the day upon which such portions shall respectively be so stopped up and they shall be liable to a penalty not exceeding five pounds for every day after the expiration of the said period during which such portions respectively shall not be so restored and such penalty shall be recoverable with costs in the court of the sheriff of the county of Lanark at Glasgow on summary application by the Corporation or the local authorities or the county councils ;

Shutting up
of streets &c.

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Not to alter
levels of rails
at Partick.Restoration
of roads &c.Where Com-
pany's pro-
perty adjoins
or fronts any
street &c.
Company to
be under all
the statutory
obligations
of an owner.Power to
borrow.Bridge at
Hayburn
Street
Partick.Footbridge
either at
Crawford
Street
Partick or
Clyde Street
Partick.

(12) Notwithstanding anything contained in this Act the Company shall not without consent of the Commissioners of the burgh of Partick alter within that burgh the level of the rails as shown upon the deposited plans ;

(13) In every case in which the Company interfere with or shut up temporarily any road street lane pavement or footpath the Company shall to the satisfaction of the Corporation or of the local authorities or of the county councils respectively—

(1) Restore the road street lane pavement or footpath 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 re-paved or re-metalled over its 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 ;

(14) Where any part of the Company's property to be acquired under the powers of this Act adjoins or fronts any street road or footpath the Company shall after the acquisition of such property be under all the statutory obligations of an owner fronting or abutting on any such street road or footpath so far as not inconsistent with the powers conferred upon the Company for the use of such property for railway purposes ;

(15) In the event of the Corporation or the local authorities or the county councils exercising the powers conferred by this Act they may if necessary borrow any sums that may be required for the purposes therein expressed under the General Police and Improvement (Scotland) Act 1862 or the Roads and Bridges (Scotland) Act 1878 and amending Act ;

(16) The Company shall construct a girder bridge not less than fifty feet in clear width over the railway in the line of Hayburn Street Partick with suitable approaches thereto ;

(17) The Company shall if required by the Commissioners of Police of the burgh of Partick construct and erect an iron footbridge not less than ten feet in width over Railway No. 1 in line either of Crawford Street Partick or Clyde Street Partick as the Commissioners of Police of the burgh of Partick may determine ;

- (18) The Company shall construct and erect girder bridges over Sawmill Road Partick and Smith Squire Jordan and Hill Streets Whiteinch All such bridges shall be sixty feet wide except the bridge over Sawmill Road Partick which shall be fifty feet wide and all such bridges shall have a clear headway of sixteen feet ; A.D. 1891.
Bridges over Sawmill Road Partick and streets at Whiteinch.
- (19) The Company shall make the two bridges carrying Railways Nos. 2 and 5 over the Dumbarton Road Partick ornamental in design and shall make proper provision if necessary for lighting underneath the same all to the reasonable satisfaction of the Commissioners of Police of the burgh of Partick and shall face the abutments of the same where facing the said road with glazed white brick if so required by the said Commissioners The Company shall also ballast the rails to be laid on the said bridges so as to deafen the same as far as possible and shall also as far as possible make the said bridges water-tight ; Bridges over Dumbarton Road Partick.
- (20) The Company shall erect a bridge of a width not less than forty feet span over Railway No. 2 between the Crow Road Partick and the point at which that railway crosses under the Stobcross branch of the North British Railway and that whenever the roads to be connected by the said bridge are in course of formation ; Bridge over Crow Road Partick.
- (21) Wherever the width of the road over which a bridge has to be constructed by the Company exceeds forty feet the Company may erect ornamental columns near the edge of the kerbstone for the purpose of carrying any girders forming such bridges But where in the opinion of the Corporation or the local authorities or the county councils the traffic would not warrant the erection of such columns the Company shall not be entitled to erect the same The powers hereby conferred upon the Company shall not apply to Dumbarton Road Partick ; Construction of certain bridges on columns in streets.
- (22) The Company shall construct the tunnels and covered ways under the roads streets and places below which the railway passes of sufficient strength to bear and carry in all time coming the traffic of those roads streets and places and in the event of the Company's failure to do so shall free and relieve the corporations or the local authorities or the county councils of all claims if any which may arise in consequence of such failure ; Strength of bridges.
- (23) The special provisions in this Act contained for the protection of the Corporation the local authorities and the county councils shall not be deemed to supersede or dispense with the provisions of the Lands Clauses Consolidation (Scotland) Act 1845 or of the Railways Clauses Consolidation (Scotland) Act Saving rights under Lands Clauses and Railways Clauses Acts.

A.D. 1891.

Plans of
stations and
accesses in
Glasgow and
Partick.

Company to
pay expenses
incurred in
superintend-
ing works.

Arbitration.

1845 but those provisions 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 ;

(24) At least two months before the Company commence the construction of any passenger station or other permanent erection not forming part of the structural works of the railway within the city of Glasgow or the burgh of Partick they shall submit to the Corporation or the Commissioners of Police respectively plans sections and elevations of such station and of the accesses thereto or of any permanent erection as aforesaid which shall be subject to the reasonable approval of the Corporation or the Commissioners respectively previously to the station being commenced ;

(25) The Company shall pay to the Corporation or the local authorities or the county councils the costs and expenses they may reasonably incur or be put to in superintending the works by this Act authorised or with reference to any of the matters aforesaid ;

(26) If the Corporation or the local authorities or the county councils and the Company shall differ upon or with reference to any plans elevations sections or other particulars which under the provisions herein-before contained are to be delivered by the Company to the Corporation or the local authorities or the county councils or by the Corporation or the local authorities or the county councils to the Company or as to the mode of carrying out any of the works hereinbefore provided for or as to any other matter or thing arising out of the said plans elevations sections or particulars or any of the provisions of this Act every such difference shall except as hereinafter mentioned on the application of the Company or of the Corporation or of the local authorities or of the county councils be referred to the determination of an arbitrator to be mutually agreed upon by the Corporation or the local authorities or the county councils and the Company before the construction of the works by this Act authorised are commenced and failing such agreement as may be appointed on the requisition of any of them by the Board of Trade and such arbitrator shall have power to determine the matter in difference and the costs of and incidental to the reference shall be paid by the Company Provided nevertheless that should any such difference relate to the legal construction to be placed upon any of the provisions of this Act the same shall be referred to the determination of an arbitrator to be mutually agreed upon and failing such agreement as may be appointed on the requisition of any of

the said parties by the sheriff of the county of Lanark and the said arbitrator shall have power to determine the matter in difference and the costs of and incidental to the reference shall be paid by the Company. In the event of the death incapacity or failure to act of either of the arbitrators so appointed and the Corporation or the local authorities or the county councils and the Company failing to agree as to another arbitrator the Board of Trade or the said sheriff as the case may be shall as often as occasion requires appoint another arbitrator in room and place of the arbitrator previously appointed as aforesaid.

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58. The Company shall from time to time make all necessary provision for the efficient ventilation of any tunnels or covered ways in any of the burghs mentioned in the section of this Act the marginal note whereof is "For the protection of the Corporation of Glasgow etc." but shall not be entitled to make such provision by means of openings shafts or vents constructed so as to discharge between the building lines of any road or street or so as to hinder or obstruct the traffic of any such road or street or render the same dangerous.

Ventilation of tunnels.

59. The Company shall take every precaution to prevent black smoke issuing from any steam or other engine used by them in the construction of the railways and relative works and otherwise the Company shall be bound to use such engines so as not to be offensive or to cause a nuisance to the neighbourhood.

Prevention of nuisances from steam or other engines.

60. The Company in constructing the railways or works shall not between the hours of ten o'clock p.m. and six o'clock a.m. of the following day drive piles or carry on any other operations involving serious annoyance or disturbance within a distance of one hundred yards from any dwelling house within the boundaries of any of the burghs mentioned in the section of this Act the marginal note whereof is "For the protection of the Corporation of Glasgow etc." unless with the consent in writing of the Corporation or of the local authorities first had and obtained or unless in a case of special emergency notice of which shall as soon as such emergency occurs be sent by the Company to the Corporation or to the local authorities or the county councils and such night work shall only be allowed to continue so long as such necessity for it exists.

As to driving of piles.

61. Whereas the mains or pipes of the commissioners appointed by the Glasgow Corporation Waterworks Act 1855 (hereinafter called the water commissioners) and the mains or pipes of the Lord Provost magistrates and council of the city of Glasgow acting under the Glasgow Corporation Gas Act 1869 (hereinafter called

For protection of Glasgow Corporation water and gas pipes.

A.D. 1891. — the Corporation) will at certain points be crossed or otherwise affected by the railways or some of them. Therefore for the protection of the water commissioners and the Corporation the following provisions shall be binding on the Company and have full effect viz. :—

- (1) Should it be necessary for the Company to interfere with or alter any road or street in which any mains or pipes of the water commissioners or of the Corporation are or may be laid or to interfere with any of the said mains or pipes the Company shall be bound wherever it is practicable to do so to leave not less than three feet of covering from the surface of the road or street over every main or pipe so altered or interfered with. And in any case where such three feet of covering or more cannot be given the Company shall in every such case be bound to provide at their own expense special works for carrying the said mains or pipes across the railway with special protection from injury for such mains or pipes all to the reasonable satisfaction of the engineers of the water commissioners and of the Corporation gas department. The Company shall also be bound to provide at their own expense and to the reasonable satisfaction as aforesaid all stop cocks scour pipes and air valves in connection with said mains or pipes that may be rendered necessary through their operations. Provided always that in all cases where such special works as aforesaid have to be constructed by the Company for the said mains or pipes they shall be bound to duplicate the works so necessary in order to provide for the laying down of future mains or pipes ;
- (2) The plans of all works required in constructing the railways so far as interfering with or intended to protect the said mains or pipes and also the plans of all special works to be provided by the Company as aforesaid shall be submitted to the engineer of the water commissioners or to the engineer of the Corporation gas department in so far as the works relate to water mains or pipes or gas mains or pipes respectively for their approval at least twenty-one days before such works are commenced ;
- (3) Where any such works involve an alteration in respect of any of the mains or pipes of the water commissioners or of the Corporation the water commissioners and the Corporation shall have the option themselves of executing the works necessary for such alterations at the expense of the Company and the Company shall be liable for any injury or loss sustained by the water commissioners or the Corporation by reason of such alterations except where the same may be caused by the fault or neglect of the water commissioners or the Corporation ;

(4) The special provisions herein contained for the protection of the water commissioners and the Corporation shall not be deemed to supersede or dispense with the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 sections 18 to 23 both inclusive but those provisions respectively except in so far as they may be inconsistent with any of the special provisions herein contained shall be and remain in full force and effect and the special provisions contained in this section and the provisions of the said Railways Clauses Consolidation (Scotland) Act 1845 shall also be in addition to any provisions to be made in the special agreement to be entered into between the Company and the water commissioners with reference to the 36-inch mains of the water commissioners at present existing in the Great Western Road and the Maryhill Road and the two 36-inch mains proposed to be laid by the water commissioners in the Possil Road ;

(5) All disputes and differences between the water commissioners or the Corporation and the Company or between the engineer of the water commissioners and of the Corporation gas department and the Company or of the engineer of the Company with regard to any of the provisions of this section shall be referred to the decision of an arbitrator to be appointed by the Board of Trade on the application of either party and the decision of such arbitrator shall be final.

62. The provisions of the last preceding section of this Act shall extend and apply to the Partick Hillhead and Maryhill Gas Company (Limited) or their assigns who shall have the same rights against the Company as are by such section conferred upon the Corporation and the Company shall be under the same obligations with reference to the gas company as by such section they are placed under towards the Corporation.

For protection of the Partick Hillhead and Maryhill Gas Company.

63. The agreement between the Joint Bridge Committee appointed under the Roads and Bridges (Scotland) Act 1878 by the Board of Police of the city of Glasgow and the commissioners of police of the burgh of Partick for the management of the bridge over the River Kelvin from Glasgow into Partick on the line of the old Dumbarton Road of the first part and Joshua Heywood Collins and James Neilson on behalf of the Company of the second part set forth in the Third Schedule to this Act is hereby confirmed and made binding on the said Joint Bridge Committee and the Company respectively and subject to the provisions of this Act the new bridge stipulated by the said agreement to be erected by the Company in lieu of the existing bridge over the River Kelvin shall when erected vest in

Confirmation of scheduled agreement with the Kelvin Joint Bridge Committee.

A.D. 1891. and be held by the said Joint Bridge Committee under and subject to the powers and provisions of the said Roads and Bridges (Scotland) Act 1878 and Acts amending the same.

As to conveyance of manure in Glasgow.

64. The provisions of section 41 of the Caledonian Railway (Further Powers) Act 1882 shall apply to railways 1 2 3 4 and 5 so long as those railways or any of them are owned leased or worked by the Caledonian Railway Company.

For protection of the Glasgow District Subway Company.

65. The Company shall in crossing over Subway No. 1 authorised by the Glasgow District Subway Act 1890 construct Railway No. 1 by this Act authorised in such manner as not to interfere with the works of the Glasgow District Subway Company under that Act as shown on the plans and sections deposited with reference thereto And in the event of any dispute or difference arising between the Company and the Glasgow District Subway Company with reference to the provisions in this section the same shall be settled by an engineer to be appointed by the Board of Trade on the application of either party and the decision of such engineer shall be final.

For protection of the Clyde Navigation Trustees.

66. For the protection of the trustees of the Clyde Navigation (hereinafter called the Clyde Trustees) the following provisions shall have effect (that is to say) :—

(1) Notwithstanding anything in this Act contained the centre line of Railway No. 1 between the point marked eight miles seven furlongs and a point marked nine miles three furlongs from the commencement of that railway on the deposited plans shall not be deviated southward to a greater extent than forty-five feet from the said centre line as laid down on the said plans nor shall any works in connection with such railway be constructed by the Company to the south of an imaginary line drawn parallel with the said centre line as laid down on the said plans and forty-five feet southwards therefrom between the said points provided also that nothing herein contained shall take away or diminish any rights or interests vested in or belonging to Lord Blantyre or his successors ;

(2) The Company shall three months before they commence the construction of any works in connection with Railway No. 1 by this Act authorised in this section referred to as the railway purchase from the Clyde Trustees the properties numbered 119 and 120 on the deposited plans of the said railway in the parish of Old Kilpatrick at such price as may be agreed between the Company and the Clyde Trustees or failing agreement as may be determined by arbitration under and in terms of the Lands Clauses Consolidation (Scotland) Act 1845 and the Company

shall not displace the occupiers of the said properties until after the expiration of twelve months from the date of such agreement or of the award in such arbitration as the case may be and the purchase price shall not be payable until possession has been given to the Company ;

- (3) The Company shall carry the roads numbered 111 and 123 on the deposited plans of the railway in the parish of Old Kilpatrick over that railway by means of a bridge and the gradients of such roads when so carried over that railway shall not be steeper than one in thirty on either side of the railway and such roads and bridge shall in other respects be constructed and maintained in accordance with the provisions of the Railways Clauses Consolidation (Scotland) Act 1845 ;
- (4) The Company shall construct a suitable footbridge over the railway at the point where it will cross the pier or quay known as Donald's Quay to preserve access to the light tower known as Donald's Quay Light and such bridge shall be constructed of iron and shall be maintained in sufficient repair by the Company in all time coming ;
- (5) The Company shall from time to time make provision to the reasonable satisfaction of the engineer to the Clyde Trustees for the time being and subject to the approval of the Board of Trade for distinguishing the signal or other lights which may be used on the railway from Donald's Quay Light ;
- (6) The Company shall at all times save harmless and keep indemnified the Clyde Trustees from and against all claims which may arise or be made against them in respect of injury to or loss of life and all claims and damages of any kind for or in respect of injury to property in connection with the construction or use of the railway occasioned through the lawful exercise by the Clyde Trustees of any powers vested in or conferred on or in any way belonging to them by statute or at common law ;
- (7) The Company shall indemnify the Clyde Trustees for all loss injury or damage if any including severance detour and other damage that may be caused to them or their undertaking works or property through the construction of the railway ;
- (8) Nothing in this Act contained shall take away abridge alter or diminish any privileges rights jurisdiction or powers which now belong to or are enjoyed by or which are competent in virtue of Acts of Parliament usage or otherwise to the Clyde Trustees nor any rights or remedies competent to the Clyde Trustees under the provisions of the Lands Clauses Consolidation

A.D. 1891.

(Scotland) Act 1845 or the Railways Clauses Consolidation (Scotland) Act 1845 except as respects the accommodation works herein mentioned.

Provisions as to certain bridges at Dumbarton.

67. For the protection of the provost magistrates and town council of the royal burgh of Dumbarton as such and as representing the police and water commissioners of that burgh the local authority of the burgh acting under the Public Health (Scotland) Act 1867 and the pier and gas corporation of the burgh the following provisions shall unless otherwise agreed upon between the provost magistrates and town council and the Company have effect and be binding on the Company (that is to say) The bridge which is to form the crossing for Railway No. 1 at the Glasgow Road in said burgh shall be formed with a span of sixty feet and an uniform height of sixteen feet unless there is a bridge of a lower height carrying Railway No. 1 over the Glasgow Road at any point on the turnpike road between Dumbarton and Glasgow in which case the height may be reduced but shall not be less than fifteen feet uniform The Company shall also carry Railway No. 1 over Gruggies Burn and the street known as Boundary Crescent by a bridge of one span.

For protection of the district committee of the lower ward of the county of Lanark.

68. For the protection of the district committee of the lower ward of the county of Lanark acting under the Roads and Bridges (Scotland) Act 1878 and the Local Government (Scotland) Act 1889 (in this section called the district committee) the following provisions shall have effect and be binding on the Company (that is to say) :—

(1) The level of the Great Western Road No. 296 on the deposited plans in the parish of Govan shall not be altered without the consent in writing of the district committee and the bridge to carry that road over the railway shall be of a clear width of eighty feet between the parapets and due provision shall be made by the Company to the satisfaction of the district committee or their surveyor or engineer for the safe and uninterrupted and commodious passage of the traffic of every description on said road during the interference therewith by the Company ;

(2) The level of the Possil Road No. 84 on the deposited plans in the parish of Maryhill shall not be altered without the consent in writing of the district committee and the bridge to carry the said road over the railway shall be of a clear width of forty feet between the parapets and in the event of the road being at any future time widened the Company shall increase the width of the bridge correspondingly when required by the district committee so to do but not to a width exceeding sixty feet ;

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- (3) As regards the Claythorn Road Beaconsfield Road and Crossloan Road numbered respectively 295 305 and 311 on the deposited plans in the parish of Govan the Company shall not interfere permanently with the lines levels or widths of any such roads without the consent in writing of the district committee and should the Company require in the construction of the railway to interfere with such roads or any of them in any way they shall subject to the limitations imposed by general statute make due provision to the satisfaction of the district committee for the safe uninterrupted and commodious passage of traffic of every description on said roads during such interference;
- (4) The works of the Company so far as they interfere with roads under the jurisdiction of the district committee shall be conducted to the reasonable satisfaction of the district committee and according to working plans elevations and specifications to be prepared by the engineer of the Company and approved by the surveyor for the time being of the district committee;
- (5) In the event of any disputes or differences arising between the district committee or their surveyor and the Company or their engineer regarding the said working plans elevations specifications or as to the nature of any of the provisions hereinbefore set forth the same shall be referred to the decision of an engineer to be appointed by the district committee and the Company or in the event of their differing in opinion of an engineer to be appointed by the Board of Trade on the application of either party and the decision of such engineer shall be final.

69. For the protection of the district committee of the first or upper district of the county of Renfrew acting under the Roads and Bridges (Scotland) Act 1878 and the Local Government (Scotland) Act 1889 (in this section called the district committee) and the magistrates and town council of the burgh of Renfrew for any rights or interests they may have the following provisions shall have effect and be binding on the Company (that is to say):—

- (1.) The bridge to carry the railway over the North Ferry Road No. 38 on the deposited plans in the parish of Renfrew shall not be less than forty feet span measured at right angles across the road and shall have a clear headway of sixteen feet throughout and in order to obtain such headway the Company may lower the road to an extent not exceeding one foot at their own expense with a uniform gradient southwards from the Dumbarton Road till it joins the surface of the present

For protection of the district committee of the first or upper district of the county of Renfrew and the magistrates and town council of Renfrew.

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road and as regards the two metal depôts and sheds Nos. 32 and $\frac{38}{1}$ on the said plans the Company shall not interfere therewith in any way without the consent in writing of the district committee;

- (2.) The works of the Company so far as they interfere with roads under the jurisdiction of the district committee shall be conducted to the reasonable satisfaction of the district committee and according to working plans elevations and specifications to be prepared by the engineer of the Company and approved by the surveyor for the time being of the district committee;
- (3.) All disputes or differences arising between the district committee or their surveyor and the Company or their engineer regarding the said working plans elevations and specifications or as to the nature of any of the provisions herein-before set forth the same shall be referred to the decision of an engineer to be appointed by the district committee and the Company or in the event of their differing in opinion of an engineer to be appointed by the Board of Trade on the application of either party and the decision of such engineer shall be final.

For protection of the county road board of Dumbartonshire.

70. For the protection of the county road board of the county council of Dumbartonshire (herein-after called the county road board) the following provisions shall unless otherwise agreed between the county council and the Company have effect and be binding on the Company (that is to say):—

- (1.) The parapets of the bridge to carry the highway No. 45 on the deposited plans in the parish of Old Kilpatrick over Railway No. 1 shall be built to line with the building line of the street on each side;
- (2.) The span of the bridge to carry Railway No. 1 over the road No. 74 on the deposited plans in the parish of Old Kilpatrick shall be sixty feet to line with the building line of the street;
- (3.) The span of the bridge to carry Railway No. 1 over the road No. 45 on the deposited plans in the parish of Old Kilpatrick between Brickhouse and Standalane shall be sixty feet to line with the building line of the street The Company shall if required by the county road board lower the said road one foot so as to make the height of the bridge sixteen feet above the level of the said road;
- (4.) The span of the bridge to carry Railway No. 1 over the road No. 209 on the deposited plans in the parish of Old Kilpatrick at the east end of Bowling shall be fifty feet;

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(5.) The Milton Road No. 329 on the deposited plans in the parish of Old Kilpatrick which will be affected by the alteration on the main road No. 209 at its present junction therewith shall be raised and completed to the satisfaction of the county road board ;

(6.) The level crossing of Railway No. 6 over the public road No. 45 parish of Old Kilpatrick shall be subject to the same regulations restrictions and conditions as apply to the existing level crossing of that road authorised by the Glasgow Yoker and Clydebank Railway Act 1878 as amended by the North British Railway Act 1887 the cant of the rails to be reduced to a minimum and to be as nearly level as possible.

71.—(A) And whereas it is necessary that the lands hereditaments and works belonging to Her Majesty or vested in Her Majesty's Principal Secretary of State for the War Department for the public service should be preserved intact and free from all intrusion or obstruction Be it therefore enacted that nothing in this Act contained shall authorise the Company to enter upon use or interfere with any land soil or water or any right in respect thereof vested in or exercised by the said Principal Secretary for the time being or to take away lessen prejudice or alter any of the rights privileges or powers vested in or exercised by the said Principal Secretary for the time being without his previous consent signified in writing under his hand and which consent the said Principal Secretary for the time being is hereby authorised to give subject to such special or other conditions as he shall see fit to impose on the Company :

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

(B) In the construction of Railway No. 4 by this Act authorised the Company shall not without the consent of the said Principal Secretary acquire or interfere within any of the lands in the parish of Maryhill in the county of Lanark belonging to Her Majesty or vested in the said Principal Secretary.

72. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of Her present Majesty chapter twenty a sum of forty-six thousand one hundred and fifty-four pounds being five per centum upon the amount of the estimate in respect of the railways and works proposed to be authorised by the Bill for this Act 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 original deposit fund And whereas such railways and works

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

A.D. 1891. — included certain railways and a road and pier which were struck out of the Bill during its progress through Parliament and the estimate for the railways authorised by this Act amounts to eight hundred and thirteen thousand and seventy-five pounds nineteen shillings and eightpence. Be it enacted that notwithstanding anything contained in the said recited Act out of the original deposit fund a sum of forty thousand six hundred and fifty-four pounds (which last-mentioned sum is in this Act referred to as the deposit fund) shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as the depositors) unless the Company shall previously to the expiration of the period limited by this Act for completion of the Railways Nos. 1 2 and 5 open the same for the public conveyance of passengers and as regards the Railways Nos. 3 4 and 6 open the same for public traffic and if the Company shall make default in so opening the respective railways the deposit fund shall be applicable and shall be applied as provided by the next following section. Provided that if within such period as aforesaid the Company open any portion of the railways for the conveyance of passengers or for public traffic as the case may be then on the production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railways 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.

73. If the Company do not previously to the expiration of the period limited for the completion of the railways complete the same and open the same for the public conveyance of passengers or for public traffic as the case may be 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 railways 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 if a judicial factor has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such judicial factor or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the depositors 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.

A.D. 1891.

74. On the application of the depositors by petition in a summary way at any time after the passing of this Act the Court may and shall order that the sum of five thousand five hundred pounds being the balance of the original deposit fund and the interest and dividends thereof shall be paid or transferred to the depositors or to any person or persons whom they may appoint on their behalf.

Release of
portion of
deposit.

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

Period for
completion
of works.

76. The Company on the one hand and the Caledonian Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 from time to time enter into agreements with respect to the following purposes or any of them (that is to say) :—

Power to
enter into
working
agreements
with
Caledonian
Railway
Company.

The maintenance and management of the railways or any part thereof and of the works connected therewith respectively ;

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The use or working of the railways or any part thereof and the conveyance of traffic thereon ;

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

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

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

Saving for
Postmaster-
General.

77. Nothing in the agreement set forth in the Second Schedule to this Act or in any agreement made between the Company and the Caledonian Company under the authority of this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is worked by the Caledonian Company.

Tolls on
traffic con-
veyed on
railways
worked con-
tinuously.

78. If any such agreement be entered into and during the continuance thereof the railways of the Company and of the Caledonian Company shall for the purposes of short distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways and partly on the railways of the Caledonian Company for a less distance than three miles tolls and charges may be charged as for three miles and for every mile or fraction of a mile beyond three miles tolls and charges for passengers as for one mile and for animals and goods as for a quarter of a mile and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the railways and partly on the railways of the Caledonian Company.

Joint
committee.

79. Any joint committee which may be appointed by the Company and the Caledonian Company for carrying into effect the purposes of any agreement that may be entered into under the

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powers contained in this Act shall be composed of such equal number of their directors respectively as they think proper and in the event of any difference of opinion arising between the members appointed by and for the said Companies respectively and composing the said joint committee the same shall be determined by an arbitrator to be appointed by such committee or on the application of either of the Companies by the Board of Trade.

80. The agreement a copy of which is set forth in the Second Schedule to this Act made between the Company and the Caledonian Company is hereby confirmed and made binding upon the Company and the Caledonian Company respectively.

Confirming agreement with the Caledonian Company.

81. The Caledonian Company may with the authority of three-fourths of the votes of their shareholders present in person or by proxy at a general meeting of the said Company specially convened for the purpose either before or after the passing of this Act subscribe towards and take and hold ordinary shares or stock in the capital which the Company are by this Act authorised to raise to the extent of four hundred and twelve thousand five hundred pounds and no more notwithstanding the provision for a larger subscription in Article 11 of the agreement contained in the Second Schedule to this Act and the Caledonian Company shall in respect of the sum to be subscribed and the corresponding shares or stock in the capital of the Company to be held by them and subject to the terms of the agreement contained in the Second Schedule to this Act and to the provisions hereinafter contained have all the powers rights and privileges and be subject to all the obligations and liabilities of proprietors of shares or stock in the capital of the Company Provided always that the Caledonian Company shall not sell dispose of or transfer any of the shares or stock of the Company for which they may subscribe.

Power to Caledonian Company to subscribe.

82. The Caledonian Company whilst shareholders of the Company may by writing under their common seal from time to time appoint some person to attend any meeting of the Company and such person shall have all the privileges and powers attaching to a shareholder of the Company at such meetings and may vote thereat in respect of the capital held by the Caledonian Company.

Votes of Caledonian Company at general meetings.

83. The Caledonian Company may from time to time raise for the purposes of their subscription to the undertaking any capital not exceeding in nominal amount four hundred and twelve thousand five hundred pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or

Power to Caledonian Company to raise additional capital &c.

A.D. 1891. — partially by any one or more of those modes respectively and the clauses and provisions of the Companies Clauses Consolidation (Scotland) Act 1845 with respect to the following matters (that is to say) :—

- The distribution of the capital of the Company into shares ;
- The transfer or transmission of shares ;
- The payment of subscriptions and the means of enforcing the payment of calls ;
- The forfeiture of shares for non-payment of calls ;
- The remedies of creditors of the Company against the shareholders ;
- The consolidation of the shares into stock ;
- The general meetings of the Company and the exercise of the right of voting by the shareholders ;
- The making of dividends ;
- The giving of notices ; and
- The access to special Act :

Part I. (relating to cancellation and surrender of shares) and Part II. (relating to additional capital) of the Companies Clauses Act 1863 shall subject to the provisions of this Act extend and apply to the Caledonian Company and to the additional capital which they are by this Act authorised to raise.

The provisions of the Caledonian Railway (Conversion of Stock) Act 1890 shall apply to any new ordinary stock which the Caledonian Company may issue under the powers of this Act.

Shares not to be issued until one-fifth paid.

84. The Caledonian Company shall not issue any share under the authority of this Act of less nominal value than ten pounds nor shall any 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 shall have been paid in respect thereof.

Application of additional capital.

85. All moneys which the Caledonian Company may raise under the powers of this Act shall be applied for the purposes of the beforementioned subscription only.

Except as otherwise provided new shares or stock of Caledonian Company to be subject to the same incidents as other shares or stock.

86. Except as by this Act otherwise provided the capital in new shares or stock created by the Caledonian Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Caledonian Company of the same class or description and the new shares or stock were shares or stock in that capital and the capital in new

shares or stock so created shall form part of the capital of that Company. A.D. 1891.

87. Every person who becomes entitled to such new shares or stock of the Caledonian Company shall in respect of the same be a holder of shares or stock in that Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of stock as the case may be. Dividends on new shares or stock of Caledonian Company.

88. Each holder of new shares or stock in the capital of the Caledonian Company by this Act authorised to be raised shall be entitled to the same number of votes in respect thereof which the possession of an equal nominal amount of the existing capital stock of that Company would have conferred upon him. Provided always that except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned. Votes in respect of new shares or stock of Caledonian Company.

89. Subject to the provisions of any Act already passed by which the Caledonian Company are authorised to raise capital by new shares or stock and to the provisions of this Act and of any other Act passed in the present session of Parliament whether before or after the passing of this Act by which that Company may be authorised to raise capital by new shares or stock that Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Acts and this Act respectively authorised to raise by the creation and issue of new shares or stock. New shares or stock of Caledonian Company raised under this Act and any other Act may be of same class.

90. In the event of the Glasgow Yoker and Clydebank Railway Company making application to Parliament in any one or more of the next five ensuing sessions for power to extend the existing railway of that Company to join the North British Railway at or near Dalmuir neither the Company nor the Caledonian Company shall oppose such application except for the purpose of securing the insertion therein of provisions for the protection of the railway and works of the Company and the Forth and Clyde Canal of the Caledonian Company and the traffic thereon and the Company shall pay to the Glasgow Yoker and Clydebank Railway Company the additional expense if any which that Company may be put to in reconstructing their Clydebank Station and any other extra expense Company not to oppose extension of Yoker Railway.

A.D. 1891. which that Company may incur in the works of the said extension by reason of the construction of Railway No. 1 and such expense shall failing agreement between the Company and the Glasgow Yoker and Clydebank Railway Company be ascertained by a neutral person who shall be appointed by the Board of Trade in that behalf on the application of the said Companies or either of them.

Company and Caledonian Company not to oppose application to Parliament by Yoker Company to construct branch railway.

91. Neither the Company nor the Caledonian Company shall oppose any application that may be made to Parliament by the Glasgow Yoker and Clydebank Railway Company for power to construct a branch railway from their existing railway across Railway No. 1 to or for the accommodation of any works situate to the south of such railway but in any such application the Company shall be entitled to be heard for the purpose of securing that the works of the Company shall not be affected to a greater extent than may be reasonably necessary for the purpose of making the said branch railway and also for securing convenient access for the Company to lands lying between the railway of the Company and the River Clyde.

For protection of branch railway to Messrs. Thomson's yard.

92. The Company shall not be entitled to take or interfere with the branch railway or siding leading from the Clydebank goods station of the Glasgow Yoker and Clydebank Railway Company to the shipbuilding yard of Messieurs James and George Thomson Limited except for the purpose of making a junction therewith at the gate of the said shipbuilding yard for the purpose of conducting traffic to and from the said shipbuilding yard and in such manner as not to interfere with the traffic of the Glasgow Yoker and Clydebank Railway Company to any greater extent than may be reasonably necessary for effecting the junction aforesaid Provided that Railway No. 1 may be carried under the said branch railway or siding but without altering the line or level thereof and not otherwise.

Tolls.

93. The Company may demand and take in respect of the use of the railways or any of them or any part thereof any tolls not exceeding the following (that is to say) :—

For passengers.

In respect of passengers and animals conveyed on the railways—

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

For animals.

Class 1. For every horse mule ass or other beast of draught or burden three pence per mile and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum of two pence per mile :

Class 2. For one ox cow bull or head of neat cattle three pence per mile for two oxen cows bulls or neat cattle the property of the same person two pence per head per mile and for more than two oxen cows bulls or neat cattle the property of the same person one penny halfpenny per head per mile and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum of one penny halfpenny per mile: A.D. 1891.

Class 3. For every calf or pig one penny halfpenny per mile and for every sheep lamb or other small animal one penny per mile and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum of one halfpenny per mile:

In respect of goods and minerals conveyed on the railways— For goods.

Class 4. For all coal dung compost manure (except guano and artificial manures) lime limestone and all undressed materials for the repair of public roads or highways per ton per mile two pence and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of one penny:

Class 5. For all coke culm charcoal cinders stones for building pitching and paving bricks tiles slates clay sand ironstone iron ore pig iron bar iron rod iron hoop iron and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise per ton per mile two pence halfpenny and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of one penny:

Class 6. For all sugar grain corn flour hides dyewood earthenware guano artificial manures timber staves deals and metals (except iron) nails anvils vices and chains per ton per mile three pence and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of one penny halfpenny:

Class 7. For all cotton and other wools drugs manufactured goods fish and other wares merchandise articles matters and things (except small parcels and single articles of great weight as hereinafter defined) per ton per mile four pence and if conveyed in or upon a carriage belonging to or provided by the Company an additional sum per ton per mile of two pence:

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In respect of carriages conveyed on the railways—

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

Tolls for propelling power.

94. The tolls which the Company may demand and take for the use of engines for propelling carriages on the railways shall not exceed one penny per mile for each passenger or animal or for each ton of goods or other articles in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to tolls and charges.

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

Short distances.

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

Fractional parts of a mile.

For a fraction of a mile beyond three miles or beyond any greater number of miles the Company may demand tolls and charges for passengers as for one mile and for animals and goods as for a quarter of a mile ;

Fractional parts of a ton.

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

General weight.

With respect to all articles except stone and timber the weight shall be determined according to the imperial avoirdupois weight ;

Weight of stone and timber.

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

Tolls for small parcels and articles of great weight or length.

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

For the carriage of small parcels on the railways—

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

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

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

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

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

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

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

For any boiler cylinder or single piece of machinery or single piece of timber or stone or other single article the weight of which including the carriage shall exceed one ton but shall not exceed four tons the Company may demand such sums as they think fit not exceeding four pence per ton per mile and if such weight shall exceed four tons but shall not exceed eight tons the Company may demand such sums as they think fit not exceeding eight pence per ton per mile and if such weight shall exceed eight tons the Company may demand such sum as they think fit ;

For any single consignment of timber stone machinery or other single article which on account of the length thereof may require more than one carriage the Company may demand such sum as they think fit.

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

Maximum rates for passengers.

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

For every passenger conveyed in a second-class carriage one penny halfpenny per mile ;

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

98. The maximum rates of charge to be made by the Company for the conveyance of animals goods and minerals (except such small parcels and single articles of great weight as aforesaid) on the railways including the tolls for the use of the railways and for waggons or trucks and locomotive power and for every

Maximum rates for animals and goods.

A.D. 1891. — other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier where any such service is performed by the Company) shall not exceed the following sums (that is to say) :—

For every animal in Class 1 four pence per mile ;

For every animal in Class 2 three pence per mile ;

For every animal in Class 3 except lambs and other small animals two pence per mile and for lambs and other small animals three farthings per mile ;

For everything in Class 4 one penny halfpenny per ton per mile ;

For everything in Class 5 two pence halfpenny per ton per mile ;

For everything in Class 6 except guano and artificial manures three pence per ton per mile and for guano and artificial manures two pence halfpenny per ton per mile ;

For everything in Clause 7 four pence per ton per mile ;

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

Provided that when a separate waggon or truck shall be retained by one person for the conveyance only of cattle or sheep belonging to him or under his charge the aggregate of the tolls to be paid for such waggon or truck capable of containing six cattle or twenty-five sheep and not containing more than that number shall not exceed nine pence per mile.

Passengers'
luggage.

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

Terminal
station.]

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

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

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Foregoing charges not to apply to special trains.

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

Company may take increased charges by agreement.

103. 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 passing of this Act or such further time as the Board of Trade may permit.

Application of provisions of Railway and Canal Traffic Act 1888 as to revision of rates.

104. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and re-flows any 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 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.

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Lights on
works.

105. The Company shall on or near any works below high-water mark hereby authorised during the whole time of the constructing altering or extending exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) as the Board of Trade from time to time require or approve. 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.

Survey of
works by
Board of
Trade.

106. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of any work constructed by the Company under the powers of this Act on in over through or across tidal lands or tidal waters 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.

107. If any work constructed by the Company under the powers of this Act on in over through or across tidal lands or tidal waters 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.

108. 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 exercisable by the Queen's Majesty Her heirs or successors.

Power to pay
interest out
of capital
during
construction.

109. Notwithstanding anything in this Act or in any Act or Acts incorporated therewith contained it shall be lawful for the Company in addition to the sum of eight hundred and twenty-five thousand pounds (in this Act specified as the capital of the Company) to raise as part of such capital any further sum or sums not exceeding

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fifty thousand pounds for the purpose of paying and thereout 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 herein-after stated (that is to say):—

- (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 has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same;
- (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 amount so paid for interest shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised;
- (D) Notice that the Company has 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.

110. Except as in this Act otherwise expressly provided no interest or dividend shall be paid out of any share or loan capital which the Company or the Caledonian Company are by this Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation (Scotland) Act 1845.

Interest not to be paid on calls paid up except as expressly provided in this Act.

111. The Company or the Caledonian Company shall not out of any money which they are by this Act authorised to raise 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

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

[Ch. cci.] *Lanarkshire and Dumbartonshire* [54 & 55 VICT.]
Railway Act, 1891.

A.D. 1891. obtaining an Act authorising the Company or the Caledonian Company to construct any other railway or to execute any other work or undertaking.

Provision as
to general
Railway
Acts.

112. Nothing in this Act contained shall exempt the Company or the Caledonian Company or the railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or the rates for small parcels authorised to be taken by the Company or the Caledonian Company.

Costs of Act.

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

SCHEDULES referred to in the foregoing Act.

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FIRST SCHEDULE.

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

Parish.	Numbers on Deposited Plans.
RAILWAY NO. 1.	
Barony - - -	Numbers 12, $\frac{12}{1}$, 13, 14, 23, 24, 25, 33, 36, 38, 39, 40, 42.
Govan - - -	Numbers 3, 4, 5, 12, 13, 14, 15, 16, 17, 25, 26, 27, 28, 35, 41, 43, 44, 46, 48, 50, 54, 55, 58, 65, 72, 76, 77, 78, 79, 81, 88, 90, 91, 92, 93, 100, 101, 104, 105, 107, 113, 116, 126, 127, 128, 132, 133, 134, 142, 143, 144, 145, 161, 162, 163, 164, 165, 166, 211, 218, 226, 228.
Renfrew - - -	Numbers 9, 10, 11.
Old Kilpatrick - - -	Numbers 2, 3, 5, 6, 9, 11, 26, 27, 215, 229, 234, 235, 240, 249, 253, 268, 272, 274, 333.
Dumbarton - - -	Numbers 7, 12, 24, 31, 34, 42, 45, 50, 52, 53, 61, 62, 64, 66, 68, 70, 100, 101, 102.
RAILWAY NO. 2.	
Govan - - -	Numbers 241, 260, 269, 271, 285, 288, 290, $\frac{295}{1}$, 309, 310, 312, 313, 315.
RAILWAY NO. 4.	
Maryhill - - -	Numbers 12, 16, 15, 14, 28, 30, 31, 32, 26, 27, 29, 25.
RAILWAY NO. 5.	
Govan - - -	Number 241.
RAILWAY NO. 6.	
Old Kilpatrick - - -	Number 54.

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SECOND SCHEDULE.

AGREEMENT between the Caledonian Railway Company incorporated by Act of Parliament (hereinafter called "the first party") of the first part and Joshua Heywood Collins Kelvindale Glasgow Sir Donald Matheson K.C.B. Glasgow Archibald Russell of Auchinraith coalmaster in Glasgow and James Neilson of Mossend ironmaster Glasgow being four of the promoters of and named in the Bill hereinafter mentioned for themselves and the other promoters of the said Bill and specially authorised to enter into these presents on behalf of the promoters any two of them being a quorum (hereinafter called "the second party") of the second part.

WHEREAS the second party are promoting with others a Bill in Parliament for the purpose of forming themselves and others into a Company to be called The Lanarkshire and Dumbartonshire Railway Company and for authority to construct a line of railway to be called The Lanarkshire and Dumbartonshire Railway from the Caledonian Railway at Glasgow to Dumbarton and Lochlomond with subsidiary lines and a road pier and other works in connection therewith as the said railways road pier and other works are described in the said Bill deposited in Parliament and which are hereinafter called "the railway":

And whereas the first party have agreed to enter into the agreement hereinafter written for the working and maintenance of the railway and for subscribing towards the capital of the same in manner hereinafter provided:

Therefore the parties agree with each other in manner following (that is to say):—

First. The second party shall make construct and complete as first class double lines of railway Railways Numbers 1 2 3 4 and 5 of the said Bill and as single lines of railway Railways Numbers 6 7 8 9 and 10 of the said Bill and also the said road pier and other works or such of them or such parts thereof as shall be authorised by Parliament and shall also before the several railways above described are opened for traffic construct or provide all necessary stations station accesses elevators hydraulic machinery and appliances goods sheds engine sheds water tanks sidings loading banks turning tables cranes at stations weighing machines stationary signals connected and interlocked with the point handle levers and concentrated in signal cabins all on the most improved system wires speaking telegraphic or telephonic apparatus apparatus for working the trains on the most improved block system and all other conveniences required for efficiently and economically working and carrying on the railway which works machinery and conveniences shall be constructed or provided in a good sufficient substantial and workmanlike manner and to

the reasonable satisfaction of the chief engineer of the first party for the time being or in case of any difference of opinion between him and the engineer or engineers of the second party respecting the same to the satisfaction of a competent neutral engineer to be named by the Board of Trade on the application of either party ;

Second. In the formation of the railway the first party shall afford the second party the usual facilities for their construction at their junctions with the first party's railways but in such construction the second party shall be careful not to interfere more than can be avoided with the first party's railways stations station appurtenances sidings and lines of rails and traffic thereon and they shall restore the said railways stations station appurtenances sidings and lines of rails to as nearly as possible the same or as good a state as they were in before the commencement of their operations and if any difference shall arise between the first and second parties with reference to such interference or restoration the same shall be determined by an engineer to be appointed by the Board of Trade on the application of either of the parties and such engineer shall have power to determine all questions of costs connected therewith The second party shall pay for any damage caused to the first party's property not including interruption to traffic The second party shall not otherwise than with the consent of the first party take any property belonging to the first party and at and adjacent to the said junctions the second party shall in accordance with and subject to the provisions of the Railways Clauses Act 1863 receive from the first party an easement or servitude for making and maintaining thereon the said junctions and other works in so far as the first party can competently give such easement or servitude ;

Third. Upon the construction completion and opening for traffic with the sanction of the Board of Trade of the railway and each part thereof the first party shall but subject always to the condition as to the determination of this agreement as hereinafter expressed in perpetuity work and manage the traffic at and upon the same in a proper safe and efficient manner and they shall from the expiry of twelve months after the opening thereof maintain the railway and relative works The first party shall provide the locomotive power rolling stock and plant of every kind (except the conveniences to be provided by the second party as mentioned in article first hereof) necessary for effectually working the traffic and shall work the traffic of the same in a proper manner and so as fully and fairly to develop the traffic from to and on the same ;

Fourth. The first party shall have the power (save as hereinafter mentioned in this article) of selecting appointing suspending and dismissing all officers agents book-keepers booking and other clerks servants enginemen guards signalmen porters carters surfacemen and all others employed on and connected with the said railways or required for keeping in their general office the accounts connected with the traffic of the same or employed in superintending or directing or actually engaged in conducting the said traffic and the said officers agents servants and others above mentioned shall be paid by the first party and shall be exclusively under their control

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and the second party shall have the selection appointment and control of and shall pay the secretary treasurer and other officers actually engaged and required by them in the management of the capital financial and directorial departments of their undertaking ;

Fifth. The first party shall collect and receive all revenues due and payable for and in respect of the traffic using the railway or any part thereof and all other revenues of the second party (except rents of property lands and buildings outside the railway fences and transfer fees) hereinafter referred to as the gross revenues and shall on the last day of every month or as soon thereafter as reasonably practicable make up a statement of the gross revenues during the preceding month and render to the second party statements and abstracts of the same and the proportion thereof due and payable to the second party as hereinafter provided shall thereupon be paid over by the first party to the directors for the time being of the said intended Company or to their treasurer or secretary or such banker or other person as they shall direct and appoint Out of the shares so accruing to them the second party shall pay the expenses of directors and the salary of the secretary treasurer and other officers and servants required by them in the management of the capital financial and directorial departments of their undertaking as also office expenses Government duty all rates taxes and public and local burdens of every kind payable in respect of the railway feu duties ground annuals rents and other periodical or annual payments if any payable in respect of any lands feued or held in lease by them all compensation to tenants if any in respect of any lands acquired or injuriously affected by them in so far as not chargeable against the capital of the second party and all interest upon money borrowed by the second party in exercise of their statutory powers whether upon mortgage debenture stock or otherwise ;

Sixth. The gross revenues of the second party shall consist of and include (first) all receipts in respect of local traffic (that is to say traffic which both arises and terminates on the railway) after deduction of the actual expense of cartage of goods and the actual expense incurred in the collection and delivery of parcels fish and other traffic (second) a mileage proportion of all receipts arising from through traffic (that is to say traffic which passes over the railway of the second party or any part thereof and which likewise passes over the railways of the first party or any part thereof or over any other railways or any part thereof) corresponding to the distance for which such traffic is carried over the railway after deduction therefrom of terminals on such traffic which terminals shall belong and be paid to the Companies respectively entitled thereto and the expense of cartage collection and delivery when included in the through rate and not in the terminals nor separately charged for (third) the terminals payable to the second party in respect of such through traffic after deduction of the expense (when included in such terminals) of the cartage of goods and the expense of the collection and delivery of parcels fish and other traffic and (fourth) rents for the use of any property lands and buildings of the second party inside the railway fences and all other revenues of the second

party except rents of property lands and buildings outside the railway fences and transfer fees The first party shall be entitled to retain 50 per cent. of such gross revenue as their remuneration for maintaining the railway and working and managing the traffic thereon and collecting the said revenues and shall pay over the balance to or for behoof of the second party in manner provided by Article Fifth of this agreement ;

Seventh. The first party shall (except as hereinafter provided) fix the tolls rates dues and charges for and in respect of all traffic using the railway or any part thereof ;

Eighth. The tolls rates dues and charges for local traffic as before defined shall if desired by the second party be fixed and regulated from time to time by a joint committee composed of three directors of the first party and an equal number of directors of the said intended company The chairman of the committee shall be appointed by the board of directors of the intended Company but he shall not have a casting vote and in the event of any difference arising between the said sections of the committee the same shall be determined by arbitration as hereinafter provided and such tolls rates and charges shall be so fixed as best to develop the traffic ;

Ninth. The said first party shall cause to be kept regular accounts of all receipts payments of money and other transactions of or in relation to the several descriptions of traffic hereinbefore mentioned and shall permit the secretary of the Company for the time being or any other party duly authorised by the directors of the said intended Company to have free access to and to inspect such accounts and other documents relating to such traffic at all reasonable times ;

Tenth. If the nett revenue accruing to the second party in any half-year ending on the thirty-first day of January and the thirty-first day of July after the opening of the railway in accordance with the provisions of this agreement is not sufficient to pay a dividend of four per cent. per annum on the paid-up share capital from time to time issued then the first party shall out of 50 per cent. of the mileage proportion of receipts accruing to them on their own railway in respect of through traffic as before defined contribute in the month of April next following the end of the year in which such deficiency shall arise such a sum as may be necessary to make up said dividend for that year in so far as the said 50 per cent. of the mileage proportion of receipts shall suffice to pay such deficiency Provided always that in the event of the first party requiring to make up the said dividend of 4 per cent. from the revenues of their share of the traffic under this article the same shall be repaid to them with interest at the rate of 4 pounds per centum per annum out of the first and readiest future surplus revenues after payment of such dividend of 4 per centum as may accrue to the second party ;

Eleventh. The first party shall subscribe and contribute towards the share capital of the said Company and hold in perpetuity with all the rights and privileges attaching to ordinary shareholders the sum of 450,000*l.* of its capital stock and shall be entitled to shares to that amount and shall pay

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the calls thereon to an extent and in a manner similar to the extent and manner to and in which the other shareholders of the said intended Company are bound to pay calls on their shares ;

Twelfth. This Agreement shall be in perpetuity but subject nevertheless to the unconditional determination thereof by the second parties so far as respects the provisions relating to the working management and maintenance of the railways and works at the end of ten years from the opening of the railways for public traffic upon twelve months' notice in writing to the first party previous to the expiration of the said term of ten years and upon such determination the guarantee of dividends contained in Article Ten hereof shall cease and determine ;

Thirteenth. This Agreement is made subject to such alterations as Parliament see fit to make thereon and shall be scheduled to and confirmed by the said Bill Should any alteration be made on this agreement by Parliament which in the opinion of Herbert Clifford Saunders Esquire Q.C. whom failing of Richard Burdon Haldane Esquire Q.C. M.P. is material thereto either of the parties may withdraw therefrom ;

Fourteenth. All questions which may arise between the parties hereto in relation to this agreement or to the import or meaning thereof or to the carrying out of the same except as otherwise provided in Articles First and Second hereof shall be referred to the Railway and Canal Commission with the consent of that Commission and failing such consent to arbitration under and in terms of the Railway Companies Arbitration Act 1859 ;

Fifteenth. Upon the passing of the said Bill confirming this Agreement all personal liability in reference thereto on the part of the individual promoters shall be at an end and the Company thereby incorporated shall thereupon become and be the second party to this Agreement in their place.

In witness whereof these presents consisting of this and the seven preceding pages and of the word "and" interlined between the twentieth and twenty-first lines from the top of page five and to be read immediately after the word "fences" occurring in said twenty-first line partly printed and partly written the said word "and" and this testing clause after the words "In witness whereof" being written by David Reid clerk to Keydens Strang and Girvan writers Glasgow are subscribed in duplicate by the parties hereto as follows viz. by the said Sir Donald Matheson at Bourtreehill Irvine on the eighteenth day of July in the year eighteen hundred and ninety-one before these witnesses Albert Lewellyn Brayne butler to the said Sir Donald Matheson and Archibald Stewart MacLea clerk to the said Keydens Strang and Girvan by the said Joshua Heywood Collins at Lagarie Row Dumbartonshire day month and year last above mentioned before these witnesses Samuel McLean butler to the said Joshua Heywood Collins and the said Archibald Stewart MacLea by the said James Neilson at Westminster on the twentieth day of the said month and year last mentioned before these witnesses the said David Reid and John James Morgan also clerk to the said Keydens Strang and Girvan

and by Joseph Cheney Bolton of Carbrook Stirlingshire member of Parliament and James Badenach Nicolson of Glenbervie Kincardineshire two of the directors and for and on behalf of the Caledonian Railway Company both at Westminster on said twentieth day of July and year last mentioned before these witnesses George Jackson solicitor to the Caledonian Railway Company and John Stirling Nesbit clerk to the said Caledonian Railway Company in their solicitors' office in Glasgow.

A. L. BRAYNE, Witness.

ARCHD. S. MACLEA, Witness.

SAMUEL MCLEAN, Witness.

ARCHD. S. MACLEA, Witness.

DAVID REID, Witness.

JOHN J. MORGAN, Witness.

GEORGE JACKSON, Witness.

JNO. S. NESBIT, Witness.

DONALD MATHESON, K.C.B.

J. H. COLLINS.

JAS. NEILSON.

J. C. BOLTON, DR.

J. BADENACH NICOLSON, DR.

THIRD SCHEDULE.

THIS AGREEMENT entered into by and between the Joint Bridge Committee appointed under the Roads and Bridges (Scotland) Act 1878 by the Board of Police of the city of Glasgow and the Commissioners of Police of the burgh of Partick for the management of the bridge over the River Kelvin from Glasgow into Partick on the line of the Old Dumbarton Road (herein-after called the first party) of the first part and Joshua Heywood Collins paper manufacturer Kelvindale Glasgow Sir Donald Matheson K.C.B. Turkey red dyer and printer in Glasgow and James Neilson of Mossend ironmaster Glasgow three and a committee of the Promoters of a railway from Glasgow in the county of Lanark to Loch Lomond in the county of Dumbarton to be called the Lanarkshire and Dumbartonshire Railway and duly authorised to enter into these presents on behalf of said promoters any two of them being a quorum (herein-after called the second party) of the second part

WITNESSETH that whereas the line of Railway Number 1 proposed to be authorised by the Bill will pass along part of the said River Kelvin in such line and at such level as to render it necessary that the present bridge vested in the first parties should be taken down and a new bridge should be built by the second party in lieu of said existing one necessitating new approaches being made thereto:

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And whereas certain terms have been arranged between the parties in the event of said Bill passing and said railway being constructed and it is proper these terms should be reduced to writing :

Therefore the parties do hereby agree and respectively bind and oblige themselves as follows viz. :

First. Notwithstanding anything shown on the deposited plans the second party undertake before closing for public traffic the existing bridge over the River Kelvin to erect across said river at a point ninety-five feet or thereby westwards from the west side of the existing bridge measuring along the southern bank of said river and one hundred and twenty-four feet or thereby westwards also from the west side of said existing bridge measuring along the northern bank of said river an iron girder bridge of fifty feet in width and simultaneously to make a street of similar width on the Glasgow side of said river from the said new bridge till it forms a junction with the Point House or Ferry Road on the Glasgow side and another street of the same width on the Partick side of said bridge from the bridge northwards to a point thirty-eight feet or thereby west of the presently existing west side of Bridge Street Partick measuring along the line of the limits of deviation shown on the deposited plans which streets shall be of the best levels obtainable on both sides :

Second. The width of the carriage-way of said new bridge shall be thirty feet and the second party shall make a footpath on each side of ten feet and shall make said carriage-way and footpaths of macadam and granolithic respectively ;

Third. The span of said new bridge shall be ninety feet or thereby and the foundations of the bridge shall be made on rock or otherwise of a sufficient character ;

Fourth. At least one month before proceeding to erect said new bridge the second party shall furnish the first parties with a copy of the specifications plans elevations and sections showing the design construction materials strength and details of the proposed structure and of the intended foundations therefor all which specifications plans elevations and sections shall be subject to the approval of the first parties previous to said operations being commenced but failing the first party intimating their approval or disapproval of the said specifications plans elevations and sections within one month from the time when they receive the same the second party shall be entitled to proceed to execute the work and the work shall be executed in accordance with said specifications plans &c. and to the reasonable satisfaction of the first parties Declaring however that if in the opinion of the arbiter after named the first party shall ask a bridge of a more ornamental design than is reasonable any extra expense so caused shall be borne by the first party In the event of any difference arising between the parties in regard to such matters the same shall be and hereby are referred to the decision of John Wolfe Barry Civil Engineer London arbiter mutually chosen ;

Fifth. In erecting said new bridge the second party shall be bound to carry across the same the gas and water pipes of the Glasgow Corporation and

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this shall be done at the sight and to the satisfaction of the respective engineers for the gas and water trusts of said Corporation;

Sixth. On the new bridge being completed the first party shall pay to the second party the sum of one thousand pounds;

Seventh. On the completion of the said new bridge the second party and the Company to be incorporated shall be bound yearly to pay to the first parties the cost of maintenance of the portion of said bridge applicable to the railway property as said cost may be certified by the joint surveyors of the first parties;

Eighth. The second party shall not be entitled to interfere with or close the existing bridge of the first parties until the new bridge and its approaches shall have been erected and made and opened for traffic;

Ninth. The first party shall be entitled to appropriate and use all the material in the existing bridge to be taken down in terms of this Agreement;

Tenth. This Agreement which is subject to such alterations as Parliament may see fit to make thereon shall be scheduled to said Bill and a clause confirming it inserted therein In witness whereof these presents written on this and the preceding page of stamped paper by Alexander Phillips Tosh clerk to Kirk and Donaldson writers in Glasgow are executed by the parties hereto as follows viz. they are subscribed by John McFarlane Andrew Maclean Knight and James Caird members of and as authorised by and acting for and on behalf of said Joint Bridge Committee all on the sixth day of June eighteen hundred and ninety-one as follows viz. by the said John McFarlane at Glasgow before these witnesses Peter Armour clerk to said Kirk and Donaldson and Robert Dempster clerk to Messieurs M. and J. McFarlane grain merchants in Glasgow by the said Andrew MacLean at Whiteinch before these witnesses the said Peter Armour and William Ferguson shipbuilder Whiteinch by the said James Caird at Partick before these witnesses Kate Gillies Caird and Maggie Brown Caird daughters of and residing with the said James Caird and by the said Joshua Heywood Collins and James Neilson two and a quorum foresaid of said committee of Promoters both at London on the tenth day of said month and year last mentioned the said Joshua Heywood Collins before these witnesses William Craig writer Dumbarton and David Reid clerk to Messieurs Keydens Strang and Girvan writers Glasgow and the said James Neilson before these witnesses William More clerk in the office in Glasgow of the solicitor of the Caledonian Railway Company and the said David Reid.

P. ARMOUR, Witness.
ROBERT DEMPSTER, Witness.
P. ARMOUR, Witness.
WM. FERGUSON, Witness.
KATE G. CAIRD, Witness.
MAGGIE B. CAIRD, Witness
W. CRAIG, Witness.
DAVID REID, Witness.
WM. MORE, Witness.
DAVID REID, Witness.

JOHN McFARLANE.
ANDW. MACLEAN, KNT.
JAMES CAIRD.
J. H. COLLINS.
JAS. NEILSON.

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FOURTH SCHEDULE.

MINUTE OF AGREEMENT between James Smith Napier iron merchant in Glasgow John Inglis engineer and shipbuilder there Mrs. Margaret Inglis or Breen wife of George Breen residing in Glasgow Italian Consul for Scotland and Malcolm Colquhoun Thomson manufacturer in Glasgow trustees of the late Anthony Inglis engineer and shipbuilder in Glasgow acting under his trust disposition and settlement dated the eighth day of August eighteen hundred and eighty-three the said John Inglis John Anthony Inglis engineer and shipbuilder in Glasgow and Patrick MacNab Inglis engineer and shipbuilder there as proprietors of the property after-mentioned (herein-after called "the first party") of the first part and A. and J. Inglis engineers and shipbuilders in Glasgow as tenants of the said property (herein-after called "the second party") of the second part and Joshua Heywood Collins paper manufacturer Kelvindale Glasgow Sir Donald Matheson K.C.B. Turkey red dyer and printer in Glasgow and James Neilson of Mossend ironmaster Glasgow three and a committee of the promoters of a railway from the Caledonian Railway near Glasgow to Dumbarton and Loch Lomond with subsidiary lines and a road pier and other works in connection therewith and for other purposes to be called the Lanarkshire and Dumbartonshire Railway and specially authorised by said Promoters to enter into this Agreement any two being a quorum (herein-after called "the third party") of the third part.

WHEREAS the third party have introduced certain clauses in the Bill "to authorise the construction of a railway from the Caledonian Railway near Glasgow to Dumbarton and Loch Lomond with subsidiary lines and a road pier and other works in connection therewith and for other purposes" now pending in the House of Commons affecting the property and works of the first party and the second party at Pointhouse against which the first party and the second party have lodged a petition craving leave to be heard by counsel against the Bill and it has been agreed that the said petition should be withdrawn on the third party undertaking the obligations hereinafter written :

Therefore this minute witnesseth as follows, viz. :

First. The third party shall be bound to form the railway in the lines and according to the levels shown on the deposited plans and sections within the lands of the first and second parties.

Second. In the event of the third party deviating the Old Dumbarton Road such deviation shall be carried out as shown on the plan annexed

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and signed by the parties as relative hereto and the third party shall construct the necessary bridge and abutment. The said road shall so far as it extends over the first party's property be carried on a bridge not more than fifty feet wide constructed of iron girders supported on three intermediate piers in addition to the riverside pier the intermediate piers not exceeding six feet in breadth and the abutment pier at the Ferry Road projecting as little as possible into the first party's property the levels of the solum under the bridge to be fixed by the first party within four months of the passing of the Act and the third party shall make the foundations of the masonry to suit such levels.

Third. The first party shall on implement of the obligations hereby undertaken by the third party grant to them a right of servitude in perpetuity to construct and maintain the said bridge and relative works on the property of the first party. The said bridge shall be constructed to the entire satisfaction of the first party or of any engineer to be appointed by them. The whole of the solum shall remain the property of the first party who are to have the exclusive use thereof for themselves and their tenants for any purpose not injurious to the said bridge. The third party shall have a right of access for executing the necessary repairs on the piers and bridge and they shall be bound to pay for any damage which they may do to the first party's property in the exercise of this right.

Fourth. The whole works connected with the proposed deviation of the said road through the lands of the first and second parties shall be completed within eighteen months from the commencement thereof.

Fifth. On the construction of the said bridge and relative works on the property of the first party and the opening of the same for traffic the third party undertake that the first party shall be given a marketable title to the solum of the Old Road running from the Old Dumbarton Road to the present bridge over the Kelvin all as shown on the annexed plan and that all servitudes over the same shall be discharged.

Sixth. The first party shall on implement of the obligations hereby undertaken by the third party convey to them the triangle of ground extending to two hundred square yards situated at the north-east corner of the first party's property all as shown upon the deposited plans and being part of No. 25 on said plans in the barony parish of Glasgow. In the event of the third party taking more than two hundred square yards they shall pay to the first party for such additional ground taken at the rate of three pounds per square yard.

Seventh. The third party shall be bound whenever required to do so by the first party but not sooner than twelve months from the opening of the said railway for traffic to lead a siding into the yard to the satisfaction of and at a point to be fixed by the parties hereto mutually and failing their agreeing to the satisfaction of and at a point to be fixed by an arbiter to be appointed by the sheriff of Lanarkshire. The third party shall be bound to carry any traffic which may be given to them either by the first party or by any traders or persons supplying or consigning goods to the

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first or second party at rates as favourable as those allowed to any traders in the district either by public or private sidings. In the event of the siding referred to being constructed the first party and the second party agree to consign so far as they have right to do so for conveyance by the Lanarkshire and Dumbartonshire Railway or railways and routes of the Caledonian Company all competitive traffic to and from places on or accommodated or that may be accommodated by the said railways or routes so far as said traffic belongs to or is connected with that part of the works of the first and second parties lying to the north of the North British Railway where that railway passes through the said works and that for the period of twenty years from and after the opening of the said Lanarkshire and Dumbartonshire Railway for traffic Provided always that the said railway company shall give all necessary facilities to the reasonable satisfaction of the first party and second party for the despatch and delivery of said traffic.

Eighth. The third party bind themselves on the passing of the Act as compensation for the ground taken from the first party and damage done to their property but excluding compensation for damage for interference with or interruption of the water rights of the first party or their tenants and also excluding any additional sum which may be payable to the first party in the event of the third party taking more than the two hundred square yards provided for in Article Sixth (1) to pay to the first party the sum of three thousand one hundred and fifty pounds and (2) to the second party as tenants of the first party the sum of one thousand pounds.

Ninth. If during the construction of the contemplated works or at any other time the third party shall interfere with the water rights of the first party or their tenants failing substituted water rights being given to the satisfaction of the arbiter to be appointed under Article Seventh hereof the third party shall purchase either the water rights alone or in the option of the first party the water rights and ground with the buildings thereon at a price to be fixed by arbitration or valuation and if after the third party have purchased the water rights and ground they shall propose at any time to sell the same or either of them the first party shall be entitled to purchase the said water rights and ground or either of them at a valuation within three months of the date of the said valuation and in the event of the first party being dissatisfied with the said valuation and not accepting the same within the said period the third party shall be entitled to dispose of the said water rights and ground or either of them as they may see fit.

Tenth. Statutory authority to this Agreement shall if possible be obtained by the parties in said Bill and subject to such variation and modification as Parliament may think fit but if any material variations are made thereon any of the parties may withdraw from the same In witness thereof these presents written on this and the three preceding pages of stamped paper by Charles Herbert Brown clerk to Robertson Low Robertson and Cross writers Glasgow are subscribed by the parties in duplicate as follows viz. by the said James Smith Napier John Inglis and Mrs. Margaret Inglis or Breen being three and a quorum of their number as trustees foresaid and

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by the said John Inglis and Patrick MacNab Inglis for himself and the said John Anthony Inglis as follows viz. by the said James Smith Napier at Glasgow on the eighth day of June eighteen hundred and ninety-one before these witnesses John Steel shipowner Glasgow and Harry Havelock Macbean clerk to the said Roberton Low Roberton and Cross by the said Mrs. Margaret Inglis or Breen at Glasgow on the day month and year last mentioned before these witnesses James Burns Kidston writer Glasgow and the said Harry Havelock Macbean by the said Patrick MacNab Inglis for himself and the said John Anthony Inglis at Glasgow on the day month and year last mentioned before these witnesses the said Harry Havelock Macbean and John Knox clerk to the said Roberton Low Roberton and Cross and by the said John Inglis at London on the ninth day of the month and year last mentioned before those witnesses John James Morgan and Archibald Stewart MacLea both clerks to Keydens Strang and Girvan writers Glasgow by the said A. and J. Inglis (the signature of the said firm being adhibited by the said John Inglis) at London on the day month and year last mentioned before these witnesses the said John James Morgan and Archibald Stewart MacLea and by the said Joshua Heywood Collins and James Neilson being two and a quorum of the committee of Promoters foresaid both at London on the eleventh day of the month and year last mentioned as follows viz. by the said Joshua Heywood Collins before these witnesses William Craig writer Dumbarton and David Reid clerk to the said Keydens Strang and Girvan and by the said James Neilson before these witnesses William More clerk in the office in Glasgow of the solicitor of the Caledonian Railway Company and the said David Reid.

JOHN STEEL, Witness.

HARRY H. MACBEAN, Witness.

J. B. KIDSTON, Witness.

HARRY H. MACBEAN, Witness.

JOHN J. MORGAN, Witness.

ARCH. S. MACLEA, Witness.

HARRY H. MACBEAN, Witness.

JOHN KNOX, Witness.

W. CRAIG, Witness.

DAVID REID, Witness.

W. MORE, Witness.

DAVID REID, Witness.

JAS. S. NAPIER.

JOHN INGLIS.

MARGARET INGLIS BREEN.

JOHN INGLIS.

P. M. INGLIS, for self and

J. ANTHONY INGLIS.

A. and J. INGLIS.

J. H. COLLINS.

JAS. NEILSON.

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