



ANNO PRIMO

VICTORIÆ REGINÆ.

Cap. cxvi.

An Act for making and maintaining a Railway from *Glasgow* to *Greenock* by *Paisley* and *Port Glasgow*, to be called “*The Glasgow, Paisley, and Greenock Railway.*” [15th July 1837.]

WHEREAS the making a Railway, with proper Works and Conveniences connected therewith, for the Conveyance of Passengers, Goods, and Merchandize from *Glasgow* to *Greenock* by *Paisley* and *Port Glasgow*, would be of great public Advantage by opening an additional cheap and expeditious Communication between these Towns and the adjacent and intermediate Places and Districts, and also by facilitating the Means of Intercourse between these Towns and the Districts of Country through which the Line of said Railway will pass: And whereas the several Persons herein-after named are willing, at their own Costs and Charges, to carry the said Undertaking into execution; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen’s most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *William Macfie*, Provost of *Greenock*, *Archibald Falconer*, Provost of *Port Glasgow*, *William Crawford*, *William Maxwell Alexander*, *William Napier*, *Andrew Donaldson Campbell*, *John Scott*, *Adam M’Leish*, *Thomas Lang*, *James Stewart*, *Andrew Ramsay*, *John Gray*,
[Local.] 49 F Robert

Proprietors
incorporated.

Robert Steele, Andrew Lindsay, Robert Ewing, Ninian Hill, Andrew Muir, Walter Washington Buchanan, Thomas Hamlin, William Rodger, Daniel Sharp, Houston Stewart, William Dixon, Robert Baine, Roger Aytoun, Robert Dow Ker, Charles Cunningham Scott, Alexander Thomson, David Balderston, James Tasker, Alexander M'Callum, John Martin, David Crawford, Walter Baine junior, and all other Persons and Corporations who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the said Railway and Branch Railways and other Works by this Act authorized, and for other the Purposes herein declared, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The Glasgow, Paisley, and Greenock Railway Company," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase, hold, and sell Lands for the Use and Benefit of the said Undertaking, without incurring any Penalties or Forfeitures, and shall have and exercise all other Powers and Authorities which are herein-after given and mentioned.

Rules for
the Inter-
pretation
of this Act.

II. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number only, such Word shall extend and be applied to several Persons or Things as well as one Person or Thing; and where any Word importing the Plural Number shall be used, the same shall extend and be applied to one Person or Thing as well as several Persons or Things; and where any Word shall be used importing the Masculine Gender only, such Word shall be understood to include Females as well as Males; and where the Word "Lands" shall be used, the same shall be understood to include Tenements, Buildings, and all Heritages whatsoever; and where the Word "Corporations" shall be used, the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and where the Words "Chartered Banks" shall be used, the same shall be understood to mean the Royal Bank of Scotland, the Bank of Scotland, the *British Linen Company*, the Commercial Bank of Scotland, and the National Bank of Scotland; and where the Word "Sheriff" is used, the same shall be understood to include Sheriff Substitute; and where the Word "Month" is used, the same shall be understood to mean Calendar Month; and where the Word "Railway" is used, the same shall be understood to include the Railway, Branch Railways, Yards, Stations, Wharfs, and other Works hereby authorized to be made; and where the Word "Company" shall be used, the same shall be understood to mean the "*Glasgow, Paisley, and Greenock Railway Company*;" unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Company
empowered
to make the
Railway

III. And be it further enacted, That, save as herein-after excepted, it shall be lawful for the said Company and they are hereby empowered to make and maintain the Railway and Branch Railways

herein-after mentioned, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands delineated on the Plans and described in the Books of Reference deposited with the respective Clerks of the Peace for the Counties of *Lanark* and *Renfrew*; (that is to say,) a Railway commencing at or near to a House in *Greenock* commonly called or known by the Name of the *Mansion House* of *Greenock*, in the Old or West Parish and New or Middle Parish of *Greenock*, both or one of them, in the Town of *Greenock*, and terminating at or near to the Bridge over the River *Clyde* called the *Glasgow Bridge*, in the Parish of *Govan* or *Gorbals*, both or one of them, and County of *Lanark*, and passing from, through, or into the several Parishes, Townships, and Extra-parochial and other Places following; (that is to say,) the Old or West Parish of *Greenock*, the New or Middle Parish of *Greenock*, and East Parish of *Greenock*, the Parishes of *Port Glasgow*, *Kilmalcolm*, *Erskine*, *Inchinnan*, the united Parishes of *Houston* and *Killallan*, *Kilbarchan*, *Renfrew*, the Abbey Parish of *Paisley*, the High Church Parish of *Paisley*, the New North Parish of *Paisley*, and the Middle Parish of *Paisley*, or some of them, in the County of *Renfrew*, the Parish of *Govan* in the Counties of *Lanark* and *Renfrew*, both or one of them, and Parish of *Gorbals* in the County of *Lanark*; also to make and maintain a Branch Railway from and out of the said first-mentioned Railway, with all proper Works and Conveniences connected therewith, commencing at or near to *Delingburn Street* or *Bogle Street* in the Town of *Greenock*, by or near to *Virginia Street* and *Rue-end Street* in the said Town, to the Harbours, Docks, and Quays of *Greenock*, the whole of which Places are situated in the several Parishes of *Greenock*, in particular in the Old or West, New or Middle, and East Parishes of *Greenock* and County of *Renfrew*; and also another Branch Railway from and out of the said first-mentioned Railway, with all proper Works and Conveniences connected therewith, commencing at or near to *Port Glasgow* or *Newark*, to the Harbours, Docks, and Quays of *Port Glasgow*, all in the Parish of *Port Glasgow* in the said County of *Renfrew*.

and other Works through and in the Places named.

IV. And whereas Maps or Plans and Sections describing the Line and Levels of the said Railway, and the Lands in, through, over, or upon which the same are intended to be carried or made, together with Books of Reference thereto containing Lists of the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, have been deposited with the Clerks of the Peace for the Counties of *Lanark* and *Renfrew*, and such Plans and Sections have been approved of by Parliament as the Plans and Sections according to which the Railway hereby authorized to be made shall be constructed; be it therefore enacted, That the said Maps or Plans, Sections, and Books of Reference so deposited shall remain with and be kept by the said Clerks of the Peace respectively; and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and to make Extracts from or Copies of the said Maps or Plans, Sections and Books of Reference respectively, paying to the Clerk of the Peace in whose Custody the Map or Plan, Section, or Book of Reference so inspected or referred to may be, for every Inspection the Sum of One Shilling, and for furnishing Copies of or Extracts from

Plans and Books of Reference deposited with the Clerk of the Peace to remain there and be open to Inspection.

from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans, Sections, and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, certified under the Hand of such Clerk of the Peace from whose Office the same shall be obtained (who is hereby required to certify the same), shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Unintentional Errors in the Act or Plans or Books of Reference not to prevent Execution of the Act.

V. Provided always, and be it further enacted, That, save as hereafter excepted, it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course, and in, through, over, upon, under, or across the Lands delineated on the said Maps or Plans, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the Schedule hereto or in the said Books of Reference, if it shall appear to any Two or more Justices of the Peace for either of the said Counties of *Lanark* or *Renfrew*, or to the Sheriff of the County wherein the Matter in question shall arise (in case of Dispute about the same), and be certified by Writing under the Hands of either of them, that such Omission, Mis-statement, or erroneous Description appears to them to have proceeded from Mistake; and the Certificate of the said Justices or of the said Sheriff shall be deposited with and remain in the Custody of the Clerk of the Peace or of the Sheriff Clerk respectively of the County in which such Matter shall arise.

Company empowered to deviate from Plans to an Extent not exceeding 100 Yards, except in passing through House Property.

VI. And be it further enacted, That the said Company, in making the said Railway and Works by this Act authorized, shall have full Power and Authority to deviate from the Line delineated on the Maps or Plans so deposited with the Clerks of the Peace as herein-before mentioned: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards, and that in passing through any City or Town no such Deviation shall extend to a greater Distance than Ten Yards, from the Line so delineated upon the said Plans; nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Books of Reference, unless with the Consent of the Person whose Lands are affected by such Deviation, or unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Books of Reference: Provided always, that nothing herein contained shall extend to authorize the said Company, in constructing the said Railway opposite to *Broadfield Lodge* and *Parklee House*, belonging to *John May* Esquire, to deviate from the Line laid down on the Plans of the said Railway deposited as aforesaid, so as to bring the same nearer to the said *Broadfield Lodge* and *Parklee House*, without the previous Consent in Writing of the said *John May*, or of the Owner for the Time being of the said *Broadfield Lodge* and *Parklee House*, first had and obtained: Provided also, that the said Company shall not deviate from the Line laid down on the said Plans in the Parish of *Kilbarchan* so as to interfere with the Plantation belonging to *William Napier* Esquire,
and

and numbered $\frac{e}{f}$ on the said Plans, without the Consent in Writing of the said *William Napier*, his Heirs or Assigns.

VII. And be it further enacted, That in making the said Railway it shall not be lawful for the said Company to deviate from the Levels of the said Railway, as referred to the common Datum Line described in the Section so approved of by Parliament, and as marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made; or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners, or if there be no such Trustees or Commissioners without the Consent of Two or more Justices of the Peace in Petty Session assembled for that Purpose, and acting in the District for which such Street or public Carriage Road may be situate, without the Consent of the Commissioners for any public Sewers, or of the Proprietors of any Canal or Navigation affected by such Deviation, and that no Increase in the Inclination or Gradients of the said Railway as denoted by the said Section shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile; and where in any Place it is intended to carry the Railway on an Arch or Arches, as marked on the said Plan or Section, the same shall be made accordingly; and where a Tunnel is marked on the said Plan or Section as intended to be made at any Place, the same shall be made accordingly, unless the Owners, Lessees, and Occupiers of the Land in or through which such Tunnel is intended to be made shall consent that the same shall not be so made: Provided nevertheless, that it shall be lawful for the said Company, with such Consent as aforesaid, and not otherwise, to make a Tunnel or an Arch or Arches as aforesaid not marked on the said Plan or Section, so that no such Tunnel shall be of a greater Length than Two hundred Yards, and that no Two Tunnels be at a less Distance from each other than One hundred Yards, measured on the Line of the Railway: Provided always, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such Consent as aforesaid shall, Fourteen Days previous to the holding of such Petty Session, be given in some Newspaper circulating in the County, and also be affixed upon the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or if there be no Church, some other Place to which Notices are usually affixed: Provided also, that for the Purpose of consenting to any such Deviation from the said Sections, and to any Tunnelling or Arching as aforesaid, the Word "Owners" shall be deemed and taken to mean such Persons as are herein capacitated to agree for the Sale of and to convey Land for the making of the said Railway; and the Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

Limiting
Deviations
from Datum
Line de-
scribed in
the Section,
&c.

VIII. And be it further enacted, That it shall not be lawful to diminish the Radius of any Curve from what it is shown to be on the Plan deposited with the Clerk of the Peace unless such Radius

Limiting
Alterations
of Curves.

[*Local.*]

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exceed

exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile unless where it exceeds Two Miles, or by more than Half a Mile unless where it exceeds Three Miles on the said Plan.

Restricting
the Line of
the Railway
near to
Finlayson
House.

IX. Provided always, and be it further enacted, That the said Company shall not carry the Line of the said Railway nearer to *Finlayston House* than the old Garden Wall thereof, and shall not intersect the Avenue to the South of the Line of the said Wall, nor shall the Line of the said Railway to the East of the said Avenue be constructed nearer to *Finlayston House* aforesaid than as shown upon the Plans deposited with the Clerks of the Peace as hereinbefore mentioned, without the previous Consent in Writing of the Heir of Entail in Possession of the said Property.

Company
required
to purchase
certain Pro-
perty of Jas.
Hunter, Esq.

X. And whereas the Line of the said Railway is intended to pass through certain Villa Property situate in the East Parish of *Greenock*, laid down and numbered on the said Plans as Nos. $\frac{1}{4}$ and $\frac{1}{2}$, and described in the said Books of Reference as "Dwelling House, Offices, Ground, and Gardens," extending to about Two Imperial Acres, and belonging to *James Hunter Esquire*, of *Shafton*, and is intended to be carried across the same on a raised Mound or Archway within a short Distance of the said House: And whereas the said Mansion House will thus be destroyed or greatly injured as a Place of Residence, and it is just and reasonable that the said Company should be required to purchase the whole of the said Property; be it therefore enacted, That if the said Company shall carry the said Railway through or into the said Lands, or take or acquire any Part thereof for the Purposes of the said Railway, they shall be bound and are hereby required to purchase and pay for the whole of the said Land, House, and Premises, the Property of the said *James Hunter*, at such Price or Prices as may be fixed by a Jury to be summoned in manner provided by this Act in case the Parties cannot agree upon the Amount thereof.

For Protec-
tion of
Roman
Catholic
Chapel at
Paisley.

XI. Provided always, and be it enacted, That the Line of the said Railway shall not approach nearer to the Roman Catholic Chapel in the Town of *Paisley* than Seventy Feet at the nearest Point in passing the same, and that the nearest Point of the Base of any Embankment upon which the said Railway shall be constructed shall be at least Thirty Feet distant from the said Chapel.

Houses,
Gardens, &c.
not to be
taken with-
out Consent,
unless speci-
fied in the
Schedule.

XII. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Persons acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-six, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a Mansion House, or planted and set apart as a Nursery for Trees, other than and except such as

are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake, and unless it shall be so certified in manner hereinbefore provided for in Cases of unintentional Errors in the said Book of Reference.

XIII. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act it shall be lawful for the said Company, their Servants, Agents, and Workmen, and all other Persons by them authorized, and they are hereby empowered, from Time to Time to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands, and any Lands adjoining thereto within Two hundred and fifty Yards on each Side of the said Railway, to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein or otherwise in the Execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Railway, Branches, and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also, for the Purposes and according to the Provisions and Restrictions of this Act, to make or construct, in, upon, across, under, or over the said Railway or other Works, or in, upon, across, under, or over any Lands, Streets, Hills, Valleys, Roads, Railroads, or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such temporary or permanent Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences, and also to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Shipping Places, Engines, and other Buildings, Machinery, Apparatus, and other Works and Conveniences, as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses as may be necessary for constructing and maintaining such Tunnels, Bridges, Passages, or other Works over or under the same; and also to divert or alter, as well temporarily as permanently, the Course of any Rivers or Streams of Water, Roads, Streets, or Ways, or to raise or sink any such Rivers or Streams, Roads, Streets, or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Railway; and to make Drains or Conduits into, through, or under any Lands adjoining the said Railway for the Purpose of conveying Water from or to the said Railway; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and to do and execute all other Matters and Things necessary or convenient for making, maintaining, altering, or repairing and using the said Railway and other Works by this Act authorized; they the said Company, their Agents and Workmen, doing as little Damage

General
Power to
enter, sur-
vey, and take
Lands, and
to make the
Railway.

as

as may be in the Execution of the several Powers to them hereby granted, and the said Company making full Satisfaction in manner herein-after mentioned to all Persons and Corporations interested in any Lands which shall be taken, used, or injured for all Damages to be by them sustained in or by reason of the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained: Provided always, that nothing herein contained shall authorize and empower the said Company hereby incorporated to divert, alter, or disturb, either temporarily or permanently, the Line or Levels of the *Pollock* and *Govan* Railway, or to obstruct or impede the Traffic thereon: Provided also, that the said Company shall not have Power to alter or divert the Line of the Turnpike Road leading from *Glasgow* to *Greenock*, where the same passes through the Parish of *Erskine*, without the Consent in Writing of the Trustees of the said Road or of their Clerk for the Time being first had and obtained.

Penalty on obstructing Persons employed in the Construction of the Railway.

XIV. And be it further enacted, That if any Person shall obstruct or prevent any Person employed by or acting under the Authority of the said Company in setting out the Line of the said Railway, or engaged in the Construction thereof or of any Part thereof, or shall wilfully and maliciously pull up or remove any Poles or Stakes that may have been driven into the Ground, or shall deface or destroy any Marks which may have been made for the Purpose of setting out the Line of the said Railway, he shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Power to treat for the Purchase of Lands, &c.

XV. And be it further enacted, That it shall be lawful for the said Company to treat and agree, and to employ any Person or Persons to treat and agree, for the Purchase of any Lands authorized to be taken and used by them under the Authority of this Act, and for the Purchase or Discharge of any subsisting Life-rent Rights, or other Rights, Servitudes, and Leases affecting the same, and Estates and Interests therein, and Burdens or Incumbrances constituted thereon, or such of them or such Part thereof as the said Company shall think proper, or, except in Cases of entailed Properties, for the Acquisition of such Lands in Feu Farm, on the Payment of a perpetual Feu Duty or Ground Rent in respect of the same.

Provision for Deficiencies of Land Tax.

XVI. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the several and respective Parishes or Townships through or in which the several Works hereby authorized may pass or be situated; be it therefore enacted, That the said Company shall, from and after they shall have become seised and possessed by virtue of this Act of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax, (unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of the Land Tax,) be subject and liable from Time to Time to pay and make good to or in aid

aid of such several Parishes or Townships as aforesaid, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes or Townships by reason of taking down or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer, Collector, or Receiver to be appointed under this Act is hereby authorized and required to pay all such Deficiencies, on Demand thereof, to the Collector of the said Assessments.

XVII. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty-two Yards in Breadth, except in those Places where a greater Breadth shall be judged necessary by the said Company for Carriages to wait, load, or unload, and to turn or pass each other, or for raising Embankments for crossing Valleys or low Grounds, or for Cuttings, or for the Erection and Establishment of any fixed or permanent Machinery, Toll House, Warehouses, Depôts, Stations, Wharfs, Erections, or Buildings necessary for or connected with the said Railway, and except for the Purposes of or for making any Side Road for agricultural or general Purposes, and except at or near the Terminations of the said Railway and the Branches therefrom, and except also on Commons, Downs, Moors, or uninclosed Moorland Grounds, unless with the previous Consent in Writing of the Owners and Occupiers of any Lands which the said Company shall be desirous of appropriating to the obtaining greater Space for the Purposes herein-before mentioned; and in no Case shall a greater Width of Land be taken than One hundred Yards, except the same be requisite for the Construction of the Cuttings and Embankments of the said Railway, or for any Depôt or Station connected therewith: Provided always, that the Portion of the Lands at or near *West Street* within the Parish of *Govan* and Shire of *Lanark*, at present belonging to *William Dixon*, and to be taken from him for the Line of the said Railway, or for any of the Purposes of this Act, shall not exceed Fifty-two Feet in Breadth.

Breadth of Land to be taken for the Railway.

XVIII. And whereas it is intended that the said Railway shall pass through the Building Land belonging to the Trades House and Incorporations of *Glasgow*, and to *William Graham*, Merchant in *Glasgow*, respectively, which is situate between *Eglington Street* and *West Street* within the Parish of *Govan* and Shire of *Lanark*, whereby certain Portions of that Land will be injuriously affected; be it therefore enacted, That the said Company shall and they are hereby required, before entering into Possession of any of the Land above referred to, to take and purchase, under the Provisions of this Act, and to pay the Price or Value of or otherwise make Compensation for the following Portions of the said Land; *videlicet*, all and whole that Piece of Ground lying on the North Side of the *Glasgow, Paisley, and Ardrossan Canal*, which is bounded by the Steadings belonging to *William Dixon* of *Govan Colliery* on the West, by the Lands belonging to the Company of Proprietors of the *Glasgow, Paisley, and Ardrossan Canal*, and *John M'Gee*, on the South, partly by the

Relating to the Purchase of Lands belonging to the Trades House and W. Graham.

[Local.]

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Building

Building Line on the South Side of *William Street*, and partly by the Piece of Ground after described on the North, and by a straight Line, distant Seven hundred Feet Eastward from *West Street*, parallel to that Street, on the East; as also that Piece of Ground, situate on the East Side of *Dale Street*, which is bounded by the Building Line of that Street, on the West by a straight Line distant Two hundred Feet Southwards from the North Building Line of *Cook Street*, along the South Boundary of the Steadings, which were feued to *James and William Mutrie* and to *James Corbet* and Company, Manufacturers in *Glasgow*, on the North by a straight Line distant Four hundred and forty Feet Eastward from the East Side of *Dale Street*, parallel to that Street on the East, and by the Piece of Ground above described on the South; as also that Piece of Ground, lying on the South Side of *Cook Street*, which is bounded by the South Building Line of that Street, on the North partly by the Steadings which were feued to *James Corbet* and Company aforesaid, and partly by the Piece of Ground last above described, on the West by a straight Line, distant Two hundred and twenty Feet to the West of the West Building Line of *Eglinton Street*, parallel to that Street on the East, and partly by a straight Line distant Three hundred and three Feet to the South of the South Building Line of *Cook Street*, parallel to that Street, and partly by the Piece of Ground above described on the South: Provided always, that all the Powers and Provisions in this Act contained with regard to the Purchase, taking, or using of Land by the said Company, or to the Resale thereof by them, shall be held to apply to the Lands above required to be purchased and taken by the said Company as fully as though such Lands had been described on the Plans and referred to in the Books of Reference thereto deposited with the Clerks of the Peace for *Lanark* and *Renfrew*, as herein-before mentioned.

For Protection of Sir John Maxwell, Bart.

XIX. And whereas the Lands of *Kimming House, Shields*, and others, in the immediate Vicinity of *Glasgow*, belonging to Sir *John Maxwell* of *Pollock*, Baronet, have been laid out for feuing, for building Dwelling Houses of a superior Description; be it enacted, That the said Company shall not take any greater Quantity of the said Lands, unless with Consent of the said Sir *John Maxwell*, his Heirs or Successors, in Writing under their Hands, than shall be necessary for the Construction of the Line of the said Railway itself, and shall not take any of such Lands for the Purpose of Depôts or Buildings, or for any other Purpose whatever; and the said Company shall give a sufficient Number of Accesses across the Line of the said Railway between the Lands of the said Sir *John Maxwell* on each Side of the said Railway, and otherwise execute their Railway so as to do as little Injury as may be to the said Lands, as shall be fixed and determined by the Sheriff of *Lanarkshire* after hearing such Evidence as he shall see just.

For regulating the Erection of Buildings near the Bridewell at Paisley.

XX. Provided always, and be it enacted, That it shall not be lawful to nor in the Power of the said Railway Company, by themselves or others deriving Right from them, to appropriate, use, or occupy with Buildings or otherways any Part of the Grounds or Property in the Town of *Paisley* belonging to the Commissioners appointed

appointed under an Act passed in the Fifty-fifth Year of the Reign of King George the Third, intituled *An Act for erecting and maintaining a Bridewell, Gaol, Court House, and public Offices for the Burgh of Paisley and County of Renfrew*, as altered and amended by another Act passed in the Fifty-eighth Year of the Reign of His said Majesty, or included in the Schedule of Properties annexed to those Acts, so far as the said Grounds or Property are situated within the Distance of One hundred and fifty Feet from the front Wall of the County Buildings erected under and by virtue of the said Acts, or within Sixty Feet Northwards of the North Wing of the said Buildings, or within Seventy-five Feet of the South Boundary of the present Access leading from *Moss Street* to the said Buildings, unless with the Consent of the said Commissioners previously had and obtained thereto: And provided also, that any Buildings or other Erections to be made by the said Railway Company or others deriving Right from them within the said Bounds, in so far as the same may be visible from the said County Buildings, or from any Part of the Street leading from the Coffee Room Buildings to *Sneddon Street*, or any Part of the Street leading from *Moss Street* to the said County Buildings, or any Part of *Moss Street* or *Sneddon Street*, shall be constructed in a Style of Architecture not out of keeping with the said County Buildings, and the Houses of the better Class in the immediate Neighbourhood thereof; and in case of any Difference of Opinion between the said Company and Commissioners in relation to the Style or Structure of the Buildings or other Erections aforesaid to be made by the said Railway Company or others as aforesaid, such Difference shall be decided by the Sheriffs of the Shires of *Lanark* and *Renfrew* on the Application of either Party, whose Decision, or the Decision of any Two of their Number as Arbitrators, shall be final and binding on the Parties.

55 G.3. c. 73.

XXI. Whereas the Line of the said intended Railway passes for nearly Three Miles through the Estates of the Right Honourable Lord *Blantyre* in the Parish of *Erskine*, and it is expedient that the said Railway should be carried through the same with as little Detriment as possible; be it therefore enacted, That without the Consent in Writing of Lord *Blantyre*, his Heirs or Successors, the said Company shall not be allowed to deviate in any degree to the South from the Line of Railway in the Parish of *Erskine*, as laid down in the Plans thereof deposited as aforesaid in the Fields belonging to the said Lord *Blantyre*, numbered respectively 25, 26, 27, 28, and 29 on the said Plans, nor to a greater Extent than Fifty Yards to the North of the said Line through the same Fields; and the said Company shall not without such Consent as aforesaid deviate to a greater Extent than Fifty Yards on either Side of the Line laid down as aforesaid from the before-mentioned Field, Number 28, in the said Parish of *Erskine*, to the Eastern Extremity of the Property of the said Lord *Blantyre* in the same Parish, nor from the before-mentioned Field, Number 25, in the said Parish, to the Eastern Extremity of the *Ferry Hill* Plantation belonging to the said Lord *Blantyre*; and in passing through that Part of the said *Ferry Hill* Plantation numbered 27 on the said Plans in the said Parish the said Company shall not, without such Consent as aforesaid, be allowed to deviate in any degree to the North of the

Restricting Power of Deviation through the Estates of Lord Blantyre.

Line

Line as laid down in the Plans deposited as aforesaid, nor to a greater Extent than Twenty-five Yards to the South of the said Line from where the same comes out at the Western Extremity of the said Part of the *West Ferry Hill* Plantation, numbered 2, to the Western Extremity of his Lordship's Property, all in the said Parish of *Erskine*.

Fences and
Gates to be
made on
Lord Blantyre's
Estates.

XXII. And be it further enacted, That the said Company shall also at their own Expence erect sufficient Fences of Stone and Lime throughout along both Sides of the said Railway where it passes through the Estates of the said Lord *Blantyre*, from the *Erskine Ferry Road* near the Village of *Blackston* to the Turnpike Road at *West Hatton*, of not less than Five Feet and a Half in Height from the Surface of the Ground on the Field Side, and on the remaining Portion of the Estate of the said Lord *Blantyre* of not less than Four Feet and a Half from the Surface of the Ground as aforesaid, except where the said Lord *Blantyre*, or his Heirs or Successors, may consider a less Height to be sufficient; and all Gates to be erected or constructed in such Fences shall be of the Height of the said Fences respectively, such Gates also to be constructed at the Expence of the said Company, and the said Fences or Gates so to be erected and constructed shall be maintained and kept in proper Repair by the said Company in all Time coming; and that before commencing any Embankment opposite the present *West Ferry House* the said Company shall at their own Expence, to the North of the Line of the said Railway, complete the Erection of a good and substantial Ferry House, and Offices of equal Accommodation with the present, at *West Ferry* in such Situation as shall be approved of by the said Lord *Blantyre*, his Heirs or Successors; the said Company, after the said House and Offices shall have been completed, being entitled to dispose of or appropriate the Materials of the present Ferry House and Offices; or, at the Option of the said Lord *Blantyre*, his Heirs or Successors, the said Company shall give such Compensation in lieu of the said new House and Offices as may be agreed upon between them and the said Lord *Blantyre*, his Heirs or Successors, or as may, in case of their not agreeing, be settled by the Sheriff of the County of *Renfrew*.

Regulations
as to Slopes
on Lord
Blantyre's
Estates,
Water-
courses, &c.

XXIII. And be it further enacted, That the Slopes of all Cuttings and Embankments formed on the said Estates of the said Lord *Blantyre* shall, at the Expence of the said Company, be dressed and finished and afterwards maintained in a neat and sufficient Manner, and where not in Rock such Slopes shall be sown and soiled and maintained in Grass; and the said Company shall not be entitled to make any Use of the Slopes of such Cuttings and Embankments as may become their Property except by planting the same, with Consent in Writing of the said Lord *Blantyre*, his Heirs or Successors, or by cutting the Grass thereof; and in making any Mounds or Excavations the top Soil shall be preserved, the Irregularities levelled, and the top Soil laid on again; and also that all Watercourses on the said Estates of the said Lord *Blantyre* which shall be carried across the said Railway shall be carried in their present Direction, except with the Consent in Writing of the said Lord *Blantyre*, his Heirs or Successors.

XXIV. Pro-

XXIV. Provided always, and be it enacted, That nothing herein contained shall authorize the said Company, in constructing the said Railway through the Lands of Lord *Blantyre*, to leave a greater Extent of open Cutting than One hundred Yards between the Tunnels to be made on the said Property, as shown on the Plans and Sections of the said Railway deposited as aforesaid, nor to make any Shafts in the said Tunnels or either of them, without the Consent of the said Lord *Blantyre*, his Heirs or Assigns, first had and obtained.

Regulations as to Tunnels and Cuttings on Lord Blantyre's Estates.

XXV. Provided always, and be it further enacted, That where the said Railway passes through the Estates of the Right Honourable Lord *Blantyre* in the Parish of *Erskine* no Earth, Clay, Stone, or other Materials shall be dug or taken from the said Estate of the said Lord *Blantyre*, except within the Line of the said Railway and the Slopes thereof, and except to the South of the said Line at that Part of the said Estate of the said Lord *Blantyre* which lies between the West Wall of the before-mentioned Field, numbered 25 on the said Plans, and the Eastern Boundary of the said *Ferry Hill* Plantation, and within the said last-mentioned Part of the said Estate at such Point or Points only as the said Lord *Blantyre* shall direct, and at no greater Distance than One hundred Yards from the Line of the said Railway, and to no greater Extent than Sixty thousand Cubic Yards in the whole, the Ground from which such Materials shall be dug or taken to be sloped, dressed, and maintained according to the Provisions of this Act herein-before contained in respect to the Slopes of Cuttings and Embankments upon the Property of the said Lord *Blantyre*; and that no Bricks, Tiles, or Lime shall be burnt upon the Line of the said Railway or any Lands adjoining thereto, or upon any Part of the said Estates, nor shall any temporary Use be made of adjoining Lands lying at a greater Distance than One hundred Yards from the said Railway, without the Consent in Writing of the said Lord *Blantyre*, his Heirs or Successors.

Bricks, Lime, &c. not to be burnt on Lord Blantyre's Estate of Erskine.

XXVI. And be it further enacted, That no permanent Machinery, Depôts, Stations, Wharfs, Shipping Places, Warehouses, or other permanent Buildings or Erections, or any temporary Dwellings, shall be constructed or established on the Property of the said Lord *Blantyre* within the Parish of *Erskine*, through which the said Railway passes, without the Consent in Writing of him the said Lord *Blantyre*, his Heirs or Successors; and that all Rights of the said Lord *Blantyre* in the River *Clyde* and in the Shores thereof shall be reserved entire in as full and ample a Manner as before the passing of this Act, and the same shall not be prejudiced or interfered with by the said Railway being in any Part interposed between his Shore Land and the said River; and that none of the Operations of the said Company shall interfere with, injure, or affect the Ferries or Rights of Ferry belonging to the said Lord *Blantyre*.

No Erections to be made on Lord Blantyre's Estates without his Consent.

His Ferries to be protected.

XXVII. And be it further enacted, That the said Company shall, in addition to the Bridges over the Two private or Occupation Roads to the East of *Bishopton House*, where the said Railway passes through the Property of the said Lord *Blantyre*, provide a Bridge under the said Railway where it may be most convenient for the

Providing a Bridge on a certain Part of Lord Blantyre's Estate.

[Local.]

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said

said Lord *Blantyre*, his Heirs or Successors, in the Field No. 23 of the Parliamentary Plan, No. 7 of the private Plan of the said Lord *Blantyre*'s Estate, the said Bridge to be Fourteen Feet wide and Twelve Feet high in the Clear, and this without Prejudice to all Claims of the said Lord *Blantyre*, his Heirs or Successors, under the Provisions of this Act, for such further Accesses by Bridges or otherwise competent to him within the Time limited by the said Act.

Interested Persons may purchase or repurchase superfluous Lands.

XXVIII. And be it further enacted, That, for and notwithstanding of any thing herein contained, it shall and may be lawful to and for all Heirs of Entail, Life-renters, Husbands Tutors, and Curators, or other Guardians, Judicial Factors, or Trustees, who may be possessed of or interested in any of the Estates, Lands, or Heritages, to purchase or repurchase any superfluous Lands which may have been originally severed from such Lands and Estates, and which may adjoin the same, for and on behalf of the Person or Persons who may be interested for the Time in the Lands or Heritages from which the Lands or Premises so to be disposed of may have been originally severed, or in the Lands or Heritages to which the same may adjoin.

Where small Parcels of Land are intersected, the Company compellable to purchase the whole.

XXIX. And be it further enacted, That if in the Execution of any of the Powers of this Act any Land not built upon, and not situated in any City or Town, shall be cut through and divided, so that what shall be left thereof on both Sides or on either Side of the said Railway shall be less than Half a Statute Acre in Quantity, and if the Owner of any such Lands shall not have on either Side of the said Railway any other Land adjoining to that which shall be so left, then and in every such Case, if such Owner shall so require, but not otherwise, the said Company shall also purchase the Land so left on both or either of the Sides of the said Railway, being less than Half a Statute Acre in Quantity and unbuilt upon as aforesaid, the Value thereof to be ascertained (if the Parties differ about the same) in the same Manner as is directed concerning any Land to be taken or used for the Purposes of this Act; or in case such Owner as aforesaid shall have any other Land adjoining to that which shall be so left he may require the said Company, at their own Expence, to throw the same into the adjoining Land of such Owner by removing the Fences and levelling the Sites thereof, and soiling the same, in a sufficient and workmanlike Manner.

For keeping up the Roads whilst the Railway is making and afterwards.

XXX. And be it further enacted, That in all Cases where in Exercise of the Powers hereby granted any Part of any Carriage, Tram, or Horse Road, or any Railway, either public or private, shall be found necessary to be gone across, cut through, raised, sunk, or taken, and so much injured thereby as to be rendered impassable or dangerous for Travellers, Passengers, or Carriages, or to the Persons entitled to the Use thereof, the said Company shall at their own Expence, before any such Road or Railway shall be so gone across, cut through, raised, sunk, taken, or injured as aforesaid, cause a good and sufficient Road or Railway (as the Case may require) to be set out and made, and to be well and sufficiently maintained until the Completion of the Operation, instead of such Road so gone across, cut through, raised, sunk, taken, or injured, and such new Road or

Railway shall be as convenient for Passengers and Carriages as the said Road or Railway so to be gone across, cut through, raised, sunk, taken, or injured as aforesaid, or as nearly so as may be, and shall cause such new Road or Railway to be put into good and substantial Order and Condition where the former Road or Railway cannot be more easily restored; and where the Road so gone across, cut through, raised, sunk, or passed over shall be a Turnpike Road, the substituted Road, if temporary, shall be so made, and the principal Road restored, within Six Calendar Months after the Commencement of such Operation; and the Railway where it shall cross such Turnpike Road shall be made and kept in repair, so as to prevent Inconvenience or Obstruction to the Passage along such Turnpike Road; and when any other Road than a Turnpike Road shall be gone across, cut through, raised, sunk, or passed over as aforesaid, such other Road shall be restored by the said Company within Twelve Months after the Commencement of such Operation on their being required so to do by a Majority of the Trustees acting for the said Road: Provided always, that in case the said Company shall not in manner aforesaid cause another good and sufficient Road to be set out and made as aforesaid, or in case any such Turnpike Road shall not be restored, within Six Months as aforesaid, (unless the Trustees of the said Road shall have consented to an Extension of the said Period,) then and in either of the said Cases the said Company shall forfeit and pay the Sum of Twenty Pounds for each and every Day during which such good and sufficient Road shall be neglected to be made as aforesaid, or during which such Turnpike Road shall not be restored after the Expiration of such Six Calendar Months, or such other extended Period as may have been consented to by the said Trustees; which Penalty shall be recoverable from the said Company in such and the same Manner as any Penalties incurred by the said Company for which no special Provision is made by this Act.

XXXI. And be it further enacted, That the said Company shall and they are hereby required to maintain and keep in repair such Parts of any public or private Roads as may be interfered with by the Works of the said Railway, or as may be substituted in lieu of such Roads, during the Continuance of such Works; and if any Difference shall arise as to the State or Condition of any such Road the Question shall be referred to the Sheriff of the County in which such Road shall be situate, who shall have Power to direct such Improvements to be made in the State and Condition of such Road, and within such Period as to him shall seem reasonable, and to impose any Penalty on the Company for not carrying into effect such Improvements, not exceeding Five Pounds *per* Day, as to such Sheriff may seem just.

XXXII. And be it further enacted, That in case the said intended Railway shall at any Time or Times hereafter, from its near Approach to any Turnpike Road, occasion Danger to the Travellers on such Road in consequence of Horses being frightened by the Sight of the Engines and Carriages travelling upon the said Railway, it shall be lawful for the Trustees of the said Road, or any Person

Providing
for Repair
of Roads.

Company to
erect a Screen
on Side of
Railway in
case of Dan-
ger to Pas-
sengers on
Turnpike
Roads.

Person by them duly authorized, to make Complaint thereof to the Sheriff of the County wherein such Turnpike Road shall be situate, who shall summon the Clerk or Treasurer for the Time being of the said Company, or One of the Directors thereof, before him to answer such Complaint; and if it shall appear to such Sheriff that the said Complaint is reasonable, then the said Company shall, within such Time as shall be ordered by the said Sheriff in that Behalf, and after Notice of such Order served upon them, or their principal Engineer, Clerk, or other Officer, or upon any Director, within such Time as shall be appointed by the said Sheriff commence, and within such Time as shall be appointed by the said Sheriff complete, such Works in the Nature of a Screen near to or adjoining the Sides of the said Turnpike Road or of the said intended Railway, as shall be directed by the said Sheriff, so as to prevent such Danger to Travelers upon the said Turnpike Road; and in case such Company shall neglect within the Time appointed in that Behalf to commence or shall not continue to execute such Works until the due Completion thereof, or shall not complete the same within the Time in that Behalf appointed by the said Sheriff, the said Company shall forfeit and pay for every Day during which they shall not commence or shall not proceed in the Completion of such Works, or during which the said Works shall not be completed after the Time appointed for the Completion thereof, the Sum of Twenty Pounds, to be recoverable by the Commissioners or Trustees of the said Turnpike Road from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by this Act.

Railway crossing any Turnpike Road or public Carriage way to be carried over by a Bridge.

XXXIII. And be it further enacted, That where the said Railway shall cross any Turnpike Road or public Highway, either such Turnpike Road or public Highway shall be carried over the said Railway, or the said Railway shall be carried over such Road or Way, at the Expence of the said Company, by means of a Bridge or Tunnel of such Height and Width, and with such an Ascent or Descent, as are by this Act in that Behalf provided, save and except in the Cases of the Branches to the Docks and Harbour of Port *Glasgow*, and the Docks and Harbour of *Greenock*, on which Branches the said Company shall not be allowed to use any locomotive Steam Engine.

Regulating Ascent of Bridges for carrying the Railway over public Roads.

XXXIV. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any Turnpike Road, the Span of the Arch of such Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Twenty-five Feet, and of a Height from the Surface of such Turnpike Road to the Centre of such Arch of not less than Sixteen Feet, with Side Walls of not less than Ten Feet in Height, and the Descent under any such Bridge shall not exceed One Foot in Thirty Feet, except as herein-after otherwise provided, and except at the crossing of the Turnpike Road from *Glasgow* to *Greenock* opposite to *West Hatton*, which Road is now
at

at an Inclination of One Foot in Nineteen Feet at that Point, and the Level of which shall not be made less and shall not be required to be more than One Foot in Twenty-one Feet; and where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any existing public Carriage Road not being a Turnpike Road, the Span of the Arch of such last-mentioned Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such last-mentioned Arch of not less than Fifteen Feet, and of a Height from the Surface of such public Carriage Road not being a Turnpike Road to the Centre of such Arch of not less than Fifteen Feet, with Side Walls of not less in Height than Ten Feet, and the Descent under any such last-mentioned Bridge shall not exceed One Foot in Twenty Feet; and where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any existing private Carriage Road or Occupation Way, the Span of the Arch of such last-mentioned Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of such private Carriage Road or Occupation Way to the Centre of such Arch of not less than Fifteen Feet, with Side Walls of not less in Height than Ten Feet, and the Descent under any such last-mentioned Bridge shall not exceed One Foot in Fifteen Feet.

XXXV. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road, public Highway, or Occupation Road over the said Railway, the Road over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Twenty-five Feet for the Purpose of a Turnpike Road, and for the Purpose of any public Highway of not less than Fifteen Feet, and for the Purpose of any Occupation Road of not less than Fifteen Feet; and the Ascent of every such Bridge for the Purpose of such Turnpike Road shall not be more than One Foot in Thirty Feet, and for the Purpose of any such public Highway not being a Turnpike Road not more than One Foot in Twenty Feet, and with respect to any private Carriage Road or Occupation Way not more than One Foot in Fifteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Regulations as to Width and Ascent of Bridges for carrying public Roads over the Railway.

XXXVI. And be it further enacted, That the said Railway shall not be made across any public Footpath on the Level without an Order of the Sheriff or of Two or more Justices of the Peace acting for the District or Place where the said Crossing is proposed to be, on an Application to him or them by the said Company not sooner than Ten Days after public Notice thereof affixed to the Church Doors of the Parishes in which the Footpath affected by such Crossing shall be situate.

Regulations as to Footpaths.

XXXVII. And whereas the said Railway is intended to be carried under and across the Turnpike Road from *Glasgow* to the *Three Mile House*,

For Protection of the Three Mile

[*Local.*]

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House,

House Turn-
pike Roads.

House, known by the Name of the *Three Mile House* Turnpike Road, by means of a Tunnel or Archway; be it therefore enacted, That the said Company shall and they are hereby required so to construct the said Tunnel or Archway as that the present Level of the said Turnpike Road shall not in any Manner be altered, and that the present Width of the said Turnpike Road, including the Footways on either Side thereof; shall not in any Manner be diminished; but that the said Road and Footways, as well as the present open Space of Ground and Watering Place on the Side thereof belonging to the Trustees of the said Road, shall, after the Completion of the said Tunnel or Archway underneath the same, be restored as fully and entirely and as nearly as may be in the same Position as they were at the Time of the passing of this Act; and the said Company shall and they are hereby required to make and maintain a good and sufficient Fence on either Side of the said Road in the Line of the present Fences on either Side thereof, or as near thereto as may be convenient, without diminishing the present Width of the Road and Footways as aforesaid; and if after the Completion of the Works connected with the said Roads any Dispute shall arise between the said Company and the Trustees thereof touching the Matters hereby required to be done and performed by the said Company in relation thereto, then and in such Case the same shall be referred to some competent Engineer, to be appointed by the Sheriff of *Lanarkshire* for the Time being, by and at the Expence of the said Company; and the Decision of such Engineer touching the Premises shall be final and conclusive, and the said Company and the said Trustees shall in all things conform to and abide thereby.

Providing
Compensa-
tion to the
Trustees of
the Paisley
and Clarks-
bridge Roads.

XXXVIII. And whereas the said Railway is intended to be carried through the County of *Renfrew* in such Manner as materially to prejudice the *Paisley* and *Clarksbridge* Roads in the said County of *Renfrew*: And whereas large Sums of Money have been expended on the said Roads, and a considerable Debt is now due and owing in consequence thereof by the Trustees of the said Roads, who have rendered themselves individually responsible for the Payment of the same: And whereas it has been deemed expedient that the said Trustees should, under the special Circumstances before recited, be relieved from their personal Liability in respect of a Portion of the said Debt in manner herein-after mentioned; be it therefore enacted, That the said Company hereby incorporated shall and they are hereby required to pay to the said Trustees the Sum of One thousand one hundred and sixty-five Pounds, to be placed to the Credit of the said Company in the Books of the said *Paisley* and *Clarksbridge* Roads, and applied by them, at Sight of the said Company, towards uplifting that Amount of Engagements at present charged on the said *Paisley* and *Clarksbridge* Roads by paying such of the Creditors holding the personal Obligations of Trustees as shall be directed by the Trustees so personally liable, and in so far cancelling and discharging such Obligations, and that within Twelve Months after the passing of this Act, with Interest thereon at the Rate of Four *per Centum per Annum* from and after the breaking or taking Ground for the said Railway.

XXXIX. And

XXXIX. And be it further enacted, That the said Sum of One thousand one hundred and sixty-five Pounds, when so paid and applied, with Interest thereon after the Rate of Four *per Centum per Annum*, shall become and remain a valid Charge or Debt upon the said *Paisley* and *Clarksbridge* Roads, but postponed to all the other existing Debts or Engagements charged upon the same and on the *Johnston* Road in the said County, amounting at the last Balance of the Books of the said Roads to the Sum of Twenty-five thousand nine hundred and forty Pounds One Shilling and Sixpence, but the same shall be ranked *pari passu* with a like Sum of One thousand one hundred and sixty-five Pounds, to be advanced in Implement of certain Agreements or Provisions stipulated with a Company also to be incorporated by a Bill now pending in Parliament, and called "The *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company;" and the said Trustees are hereby authorized and required, at the Expence of the said Company, to grant and execute to the said Company hereby incorporated such Receipts, Conveyances, and other Deeds as they may from Time to Time require in further Corroboration of the Mortgage hereby constituted: Provided always, that, notwithstanding such Postponement of the Repayment of the Principal Monies as aforesaid, the said Company shall, so long as the Revenue of the said Roads shall be sufficient to cover not only the Expenditure, but to pay the Interest on the prior Debts thereon as aforesaid, be entitled to draw and receive Interest after the Rate of Four Pounds *per Centum per Annum* in respect of the Sums so to be paid by them as before-mentioned.

Money paid by the Company to be a Charge on the *Paisley* and *Clarksbridge* Road.

XL. And whereas the said Railway is intended to be carried through the County of *Renfrew* in such Manner as may materially prejudice and interfere with the *Barnsford* Road and the *Johnstone* Road in the said County: And whereas large Sums of Money have been expended on the said Roads, and a considerable Debt is now due and owing in consequence thereof by the Trustees of the said Road, who have rendered themselves individually responsible for the Payment of the same: And whereas it has been deemed expedient that the said Trustees should, under the special Circumstances before recited, be secured against any Diminution of the Rates and Tolls receivable on the said Roads by reason of the Construction of the said Railway during the Periods herein-after mentioned; be it therefore enacted, That the said Company hereby incorporated shall and they are hereby required yearly and every Year during the next Twenty Years after the opening of the said Railway to the Public, to pay to the Trustees of the said *Barnsford* Roads such Sum as shall be requisite in order to render the Receipts on the said Roads for each of such Twenty Years equal to the average annual Sum which they have received on the said Roads for the Three Years immediately preceding the passing of this Act; and also that they the said Railway Company shall, for the Term of Seven Years next after the said Railway shall be opened to the Public, and for such further Period of Years as herein-after mentioned, pay to the Trustees of the *Johnstone* Turnpike Roads such annual Sum as shall be requisite, in order to render the Receipts on the said last-mentioned Roads to the said Trustees thereof equal in Amount to the annual Sum which they

Providing Indemnity to the Trustees of the *Barnsford* and *Johnstone* Roads.

they have received on the said Roads on the Average of the Three Years immediately preceding the passing of this Act.

Money paid by the Company to be a Charge on the Barnsford and Johnstone Roads respectively.

XLI. Provided always, and be it further enacted, That the said Company hereby incorporated shall (if required), at the End of the said Term of Seven Years, and at the Expence of the said Company, enter into a Reference with the said Trustees of the *Johnstone Road* to Two respectable, neutral, and competent Arbiters mutually chosen, with Power to choose an Umpire, who shall have full Power to determine and fix whether the said Company shall be released and freed from any further annual Payment to the said Trustees, either at and upon the Expiration of the said Seven Years, or any other subsequent longer Period they may see fit (not exceeding Twenty Years), from the opening of the said Railway to the Public; and the said Company shall become Creditors for the Sums so paid by them, and for the future Interest accruing thereon, at the Average Rate paid to the other Creditors upon the said several Trusts, which Sums and Interest respectively shall be a valid Charge or Debt upon the said *Barnsford* and *Johnstone Roads* respectively; but the said Company shall as Creditors be postponed to all the other now existing Debts or personal Engagements charged on the said Roads respectively, and which Debts amounted, at the Balance of the Books of the said respective Roads at *Whitsunday* One thousand eight hundred and thirty-six, to the following Sums; *videlicet*, *Barnsford Road* Four thousand eight hundred and thirty-six Pounds One Shilling and Two-pence, *Johnstone Road* Fourteen thousand two hundred and eighty-eight Pounds Seventeen Shillings and Eight-pence.

Company to vote as a Trustee at Meetings of Trustees of Roads, and to exercise a Veto in certain Cases.

XLII. And be it further enacted, That the said Company shall, from and after the Advance of the said One thousand one hundred and sixty-five Pounds so far as respects the said *Paisley* and *Clarksbridge* and *Johnstone Roads*, and after the Advance of Four hundred Pounds on account of the said *Barnsford Road* so far as concerns the said *Barnsford Road*, be authorized and empowered, by their Chairman, Deputy Chairman, or One of their Directors, to attend the several Meetings of the Trustees of the said *Paisley* and *Clarksbridge Road*, of the *Barnsford Road*, and of the *Johnstone Road* respectively, when and as often as the same may be held, and to vote as a Trustee in the Management of the said Roads, and to exercise a Veto on any Resolution occasioning an extraordinary Expenditure or Diminution of the annual Revenue thereof, subject nevertheless as to such Veto to an Appeal by the said Trustees to the Commissioners on the Highland Roads, or to some other Body or Persons to be mutually agreed upon by the said Trustees respectively and the said Company.

For protecting personal Sureties for the Gorbals and Kilmarnock Road Debt.

XLIII. And whereas the Trustees acting in execution of the Act passed in the First Year of the Reign of His Majesty King *William* the Fourth, Cap. 138, intituled *An Act for amending and continuing an Act for repairing Roads in the County of Renfrew, and for altering the Line of Road between Glasgow and Kilmarnock in the said County*, have, on account of the *Gorbals* and other Division of Roads in the said County, come under collateral personal Obligations to the Creditors on the said Roads as Sureties thereof, or for Payment of Debts affect-

ing the same, to a great Extent, and the Trustees so bound as Sureties may be subjected in payment of the Debts due upon the said Road in respect of the Injury which will be done to the said Tolls by the Railway hereby authorized to be made should the same be joined by any other Railway leading into or out of the same to the County of *Ayr*, and it is therefore necessary to make Provision against the same; be it therefore enacted, That in event of any Extension of the said Railway hereby authorized to be made, or any Branch or Junction or other Railway being formed to communicate between the same and the County of *Ayr*, then the said Company hereby incorporated shall immediately thereupon pay to the said Trustees acting in execution of the said Act passed in the First Year of the Reign of King *William* the Fourth, Cap. 138, or to such Person or Persons as the Trustees who are personally responsible for the said *Gorbals* Road Debts shall direct, to be applied in procuring Assignments at the Expence of the said Company to that Amount of the said Debts or Engagements, and in discharging the personal Obligations for the same which the Individuals who have acted as Trustees have come under on behalf of the said Roads or on account of the Tolls thereon, and remaining due under the said Act of the First Year of the Reign of King *William* the Fourth, Cap. 138, a Sum equal to Eighteen thousand Pounds Sterling, and Interest at Four *per Cent.* from the Time of first putting this Act into execution, and upon Payment or Redemption of which Sum or Portion of the said Road Debt the said Company or Parties so redeeming the said Amount of Debt shall become Creditors upon the Tolls leviabie on the said Roads for the Sums so advanced or redeemed by them, but postponed in all respects to the Payment of all the Remainder of the said Debt, and without Right to sue upon the personal or collateral Obligations in the said Bonds, or to the personal Guarantees of the said Trustees, in the event of any Deficiency of the said Tolls, reserving to them all other Preferences and Securities upon the Tolls competent to the Creditors in the Sums so to be assigned as aforesaid; and for the Purpose of better enabling the said Company hereby incorporated to pay the said Sum they shall be and are hereby authorized and empowered to take, over and above the Rates and Duties hereby granted or to be levied for the Use of the Railway hereby authorized to be made, the following Rates and Duties, *viz.* One Shilling for each Passenger, and the like Sum for each Ton of Goods, entering upon the said Railway hereby authorized to be made from such Junction, Extension, Branch, or other Railway.

XLIV. And whereas the Corporation of the City of *Glasgow* are interested in the Solum of the Turnpike Road between *Greenock* and *Renfrew*, and as Creditors or Obligants to Creditors upon the said Road and the said Railway Company have agreed with the said Corporation to pay them a Sum of Fifteen hundred Pounds and Interest as a Solatium for any Injury the Formation of the said Railway may occasion to the said Road and Revenues thereon; be it therefore enacted, That the said Railway Company shall be bound to pay to the Magistrates and Council of the said City or their Successors in Office the foresaid Sum of Fifteen hundred Pounds as soon as the said

For Protection of the City of Glasgow.

[*Local.*]

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Railway

Railway or any Part thereof shall be opened for the Use of the Public, with Interest on the said Sum at the Rate of Four *per Centum per Annum* from the Date of the passing of the present Act until the said Payment shall be made: Provided always, that the said Corporation shall, notwithstanding the said Payment, continue entitled to be ranked upon the Revenues of the said Road for the full Amount of the Debt and Obligations due to or come under by them undiminished by such Payment.

Saving
Rights of the
Glasgow,
Paisley, and
Ardrossan
Canal Com-
pany.

XLV. Provided always, and be it enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, and Authorities vested in the Company of Proprietors of the *Glasgow, Paisley, and Ardrossan Canal*, or authorize and empower the said Railway Company to alter the Line or Level of the said Canal or Towing Path thereto, or to alter the Banks thereof, except at that Part of the Canal which lies between *West Street* and a Point Five hundred Feet West of *West Street*, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein or which now supply the said Canal, or to injure any of the Works of the said Canal: Provided nevertheless, that at the said Point of the Canal between *West Street* and a Point Five hundred Feet West thereof the said Railway Company shall not be authorized or empowered to alter the Line or Level of the said Canal or Towing Path, nor to approach nearer than Three Feet to the Towing Path of the said Canal.

Providing for
the Erection
of a Screen
against the
Canal.

XLVI. And be it further enacted, That in case the said *Glasgow, Paisley, and Ardrossan Canal Company* shall at any Time, before or within Three Years after the said Railway shall be opened, apprehend that the said intended Railway will, from its crossing or near Approach to the said *Glasgow, Paisley, and Ardrossan Canal*, occasion Danger to the Boats or Vessels navigating the said Canal in consequence of the Horses used in tracking such Boats or Vessels being frightened by the Sight of the Engines and Carriages travelling upon the said Railway, the said Railway Company shall erect such Works in the Nature of a Screen between the said Railway and Canal, and either along the Edge or Fence of the Towing Path, and as far as possible without diminishing the Width thereof, or on the Bridges or Walls belonging to the said Railway Company, as shall be considered necessary by the Sheriff of the County in which such Portion of the Railway shall be situate; and it shall be lawful for the said *Glasgow, Paisley, and Ardrossan Canal Company* to apply to such Sheriff, who is hereby authorized, after hearing Parties, to ordain the said Railway Company to erect at their Expence the Works in the Nature of a Screen as aforesaid which shall be considered by the said Sheriff to be necessary to prevent Danger as aforesaid, which Works shall thereafter be kept in good and sufficient Repair by the said Railway Company; and in case the said Railway Company shall refuse or neglect to erect such Works so ordained, or to keep the same in repair as aforesaid, it shall be lawful for the said Canal Company to enforce the said Order in the same Way as other Interlocutors of the Sheriff, or to
construct

construct and repair the said Works at the Cost of the said Railway Company, and to recover the Amount thereof in a summary Way from the said Railway Company.

XLVII. And be it further enacted, That if by reason of the Execution of any of the Works by this Act authorized, or of the bad State of Repair of any such Works, or if by any blameable Act or Neglect of the said Railway Company, or any of their Agents, Servants, or Workmen, or otherwise through the Fault of the said Company, the said *Glasgow, Paisley, and Ardrossan Canal*, or the Towing Path thereof, shall be so obstructed as that Boats, Barges, or other Vessels, or the Horses drawing or tracking the same, cannot pass, and as often as the free Navigation of the said Canal shall be obstructed by the said Railway Company, or any of their Agents, Servants, or Workmen, then and in any of the said Cases the said Railway Company shall pay to the said Canal Company, as and by way of ascertained Damages, the Sum of Five Pounds; and if the said Railway Company shall wilfully or improperly refuse or neglect to remove such Obstruction after Notice thereof given at the principal Office of the said Railway Company either in *Paisley* or *Glasgow* by the said *Glasgow, Paisley, and Ardrossan Canal Company*, then Ten Pounds for every working Hour in each lawful Day during which such Obstruction shall continue; and in default of Payment of the said Sums, on Demand made, to the Treasurer or any Officer of the said Railway Company, the said Canal Company may by Action at Law recover the same, together with full Costs of Suit, against the said Railway Company: Provided always, that nothing in this Act contained shall extend to prevent the said Canal Company from recovering against the said Railway Company any special Damage which may be sustained by them by reason or on account of any Act, Deed, Work, or Neglect of the said Railway Company not herein provided for, and the said Canal Company are hereby authorized to sue for and recover such special Damage accordingly, of which nevertheless the Penalties herein- before provided for shall, if levied, be considered as forming Part.

Penalty on obstructing the Canal.

XLVIII. Provided always, and be it further enacted, That the Bridge for carrying the *Shields Road* over the Railway shall have a flat Roof, and shall not be of a less Width than Twenty-five Feet; and if the Trustees of the said Road or other Parties interested therein shall desire that the said Bridge shall be of a greater Width, and shall give Notice in Writing to the said Company of such their Wish previous to the Commencement of the Construction thereof, the said Bridge shall, if required, be made of any greater Width than Twenty-five Feet, not exceeding altogether the Width of Sixty Feet: Provided always, that the extra Cost of making the said Bridge of greater Width than Twenty-five Feet shall be paid and borne by the Parties requiring the same to be constructed of such greater Width.

Bridge over Shields Road.

XLIX. And be it further enacted, That the said Railway shall be carried over *West Street, Cook Street, Wallace Street, Nelson Street,* and *King Street* of *Tradeston* by Iron Bridges, and that the Height

As to the Bridges over certain Streets in of Tradeston.

of the lower Surface of the Arches or Beams of the Bridge across *West Street* above the present Surface of the Rail of the *Pollock* and *Govan* Railway shall not be less than Thirteen Feet throughout; and that the Pillars of that Bridge shall divide the Width of that Street into Three equal Distances, each of not less than Twenty-four Feet in Width; that the Height of the lower Surface of the Arches or Beams of the Bridge across *Crook Street* above the Surface of the Carriageway shall not be less than Fifteen Feet throughout, that the Level of the present Surface of that Street shall not be lowered to a greater Extent than One Foot Eight Inches, and that the Carriageway under that Bridge shall not be less than Thirty Feet in Width; that the Height of the lower Surface of the Arches or Beams of the Bridges across *Wallace Street*, *Nelson Street*, and *King Street*, and *Clyde Place*, severally and respectively above the present Surface of the Carriageway of those Streets, shall not be less than Fifteen, Seventeen, and Eighteen Feet throughout; that the Level of the present Surface of those Streets shall not be lowered, and that the Carriageway under those Bridges shall be of the clear Width of not less than Thirty-six Feet, and that the Passage on each Side of such Carriageway shall be of the clear Width of not less than Ten Feet.

As to Bridge
over the
River Chart

5 & 6 W. 4.
c. 32.

L. Provided also, and be it further enacted, That the said Company shall, for carrying the said Railway across the River *Cart*, be bound to construct a Stone Bridge of One Arch over the said River, the Span of which Arch shall not be less than Eighty-five Feet, and that the Rise thereof shall not be more than Eighteen Feet, and the Foundations of the said Bridge shall be laid at such Depth as to enable the Parliamentary Trustees on the said River to deepen and improve the said River to the Extent of Twelve Feet at ordinary Spring Tides, in pursuance of an Act passed in the Fifth and Sixth Years of the Reign of His Majesty King *William* the Fourth, intituled *An Act to amend an Act for improving the Navigation of the River Cart, and for deepening and extending the Harbour of Paisley, in the County of Renfrew*; and that the Height of the Centre of the Soffit or lower Surface of the Arch of such Bridge shall not be less than Sixteen Feet above the Roadway of the present *Sneddon Bridge*; reserving Claim to the said Parliamentary Trustees for any Loss or Damage sustained in consequence of such Bridge being an Obstruction to the Improvement in any respect of the Navigation of the said River in virtue of the Powers and Provisions of the said recited Act.

As to Bridges
over Streets
in Paisley.

LI. Provided further, and be it enacted, That in crossing the Streets in the Town of *Paisley* the said Railway shall in no Case be formed on a lower Level than is delineated on the Parliamentary Section thereof; and the Bridges by which the said Railway is to be carried over such Streets in the Town of *Paisley* shall be constructed so as to leave in every Case a free Passage of not less than Sixteen Feet in Height from the Level of the Streets to the Centre of the lower Surface of the Arches or Beams; and the said Bridges shall, so far as required by the Magistrates and Town Council of *Paisley*, be executed in a Style correspondent to certain Plans and Elevations of the same
subscribed

subscribed by Messieurs *Grainger* and *Miller*, Civil Engineers, as relative to this Act.

LII. And whereas the said Railway is intended to be carried over *Cartsburn Street*, *East Stewart Street*, and *Saint Andrew's Street* in the East Point of *Greenock* by means of Three several Bridges; be it therefore enacted, That the Span of the Arch of the said Bridge to be erected over *East Stewart Street* shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under such Arch of not less than Thirty Feet, and that the Span of the Arches so to be erected over *Cartsburn Street* and *Saint Andrew's Street* respectively shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space between such Arches respectively of not less than Twenty Feet, and that the Height of the Soffit or under Side of the Beam of each of the Arches or Bridges herein-before mentioned shall not be less than Fifteen Feet from the Surface of the respective Streets over which the same are to be carried.

As to the Construction of Bridges over *Cartsburn Street*, *East Stewart Street*, and *St. Andrew's Street* of *Greenock*.

LIII. And whereas Messieurs *Scott*, *Sinclair*, and Company are the Owners of a Manufactory near to the Line of Railway at which Articles of a very bulky Nature, such as Boilers for Steam Engines and Paddle Wheels, are constructed, and the said Messieurs *Scott*, *Sinclair*, and Company are in the habit of conveying the same upon and along the said Streets called *East Stewart Street* and *Saint Andrew's Street*, and would be put to much Inconvenience unless sufficient Space were allowed for the Passage of such Articles as aforesaid underneath the said Railway; be it therefore enacted, That the Bridges over *East Stewart Street* and *Saint Andrew's Street* aforesaid shall be of such Construction as to admit of the same being raised to a Height of Twenty Feet, so as to admit of the Passage of such Articles as aforesaid underneath the same, and the Part of the said Bridges so to be raised shall not be of less Width than Fifteen Feet; and the said Company shall and they are hereby required, after Twenty-four Hours Notice to that Effect from the said Messieurs *Scott*, *Sinclair*, and Company, to raise the said Bridges or either of them so as to admit of the Passage of such bulky Articles underneath the same as may require such increased Space to be afforded them: Provided always, that the said Messieurs *Scott*, *Sinclair*, and Company shall, as to the Time of giving the said Notice and requiring the said Bridges or either of them to be raised as aforesaid, in all things consult the Convenience of the said Company so as not to impede the Traffic on the said Railway, and the said Company shall not be required to keep open the said Bridges or either of them at any one Time for any longer Period than Fifteen Minutes.

For Protection of Messrs. *Scott*, *Sinclair*, & Co. *Greenock*.

LIV. And whereas the said Railway is intended to be carried across a certain Street in the Town of *Greenock* called *Bogle Street*, the Levels whereof are of such an Inclination as render it impracticable to carry the said Street either under or over the said Railway in such Manner as to be suitable for the Purposes of the Traffic in Carriages passing along the same; be it therefore enacted, That nothing in this Act contained shall prevent the said Company from constructing the said

As to crossing of *Bogle Street* of *Greenock*.

Railway across the before-mentioned Street on the Level thereof: Provided always, that the said Company shall not allow any Engines or Carriages for the Conveyance of Goods and Merchandize to cross the said Street, nor shall any Engines for the Conveyance of Passengers cross the same at a greater Speed than Four Miles an Hour without the express Consent in Writing of the Provost, Magistrates, and Council of *Greenock* first had and obtained: Provided also, that if at any Time hereafter a certain Street now in contemplation, to be called *Mansion-house Street*, shall be formed from the Street called *Cathcart Street* to the said Street called *Bogle Street*, above where the Railway crosses it, for the Purpose of improving the Communication between the Town of *Greenock* and the Mills situate upon the *Shaw's Water*, then and in such Case, and so soon as the said intended Street shall be opened to the Public, all the Restrictions herein-before contained with regard to the crossing of *Bogle Street* shall cease and determine.

Company to
erect Gates,
&c.

LV. And be it further enacted, That the said Company shall at their own Expence make and erect and from Time to Time maintain such and so many convenient Gates in, upon, or adjoining the said Railway and Works, and such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner as said Company may deem proper and necessary for inclosing, protecting, and draining the said Railway and Works and the Lands adjoining thereto, or as shall be deemed necessary and appointed, on the Application of any Owner or Occupier of Lands through or in which the said Railway or Works may be made, by the Sheriff of the County in which such Part of the Railway or Works may be locally situated (in case there shall be any Dispute about the same), for the Use of such Owner or Occupier, not only for the commodious Use and Occupation of the Lands on either Side of the said Railway, and for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act, but also conveying the Water clear from the Lands adjoining or lying near to the said Railway, without obstructing or impeding the same to the Prejudice of any of the said Lands, and for enabling any Person occupying Lands adjacent thereto, and in use to be irrigated or watered by means of any neighbouring Rivers, Brooks, Streams, or Springs of Water, to irrigate and water such adjacent Lands, and to make and maintain Watering Places and Supplies of Water equal to those which may have been destroyed or injured by the Operation of the said Railway, or otherwise, at the Option of the Proprietor, to give full and sufficient Satisfaction for the same, as may be determined by the Sheriff of the County in which the said Lands may be situated, or a Jury to be appointed under the Powers of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches,
Hollows,

Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages, and from Time to Time to maintain the same, the said Company, their Agents and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making and repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages in Carts and other Carriages across or along such Lands, in such Manner as to do as little Damage as may be to the same; and in case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages, as herein-before directed, or any of them, for the Space of Ten Days next after the Time to be appointed for those Purposes respectively by such Sheriff, it shall be lawful for the respective Owners or Occupiers of the said Lands who shall find themselves aggrieved by such Neglect or Refusal to make and erect, or, as the Case may require, to maintain and repair, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages as the said Sheriff shall have before directed or appointed to be made and erected as aforesaid, so that in making, erecting, repairing, or maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages as aforesaid, the said Railway or Works shall not be obstructed for any longer Space of Time or be used in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof, together with all Damages occasioned by the Neglect or Delay, shall be repaid by the said Company to the respective Owners or Occupiers of the said Lands who shall have so made and erected, repaired and maintained, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages as aforesaid: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, Watering Place, or Passage shall be required to be erected or made, or shall be erected or made, over or under the said Railway or any Part thereof at or in any Place or Manner at or in which the same would, if so erected or made, prevent or obstruct the working or using of the said Railway: Provided also, that all such Gates shall open towards the Lands adjoining the said Railway, and not towards the Railway itself; and that the Power to cause such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, or Passages as aforesaid, to be erected at the Expence of the said Company, shall, where the Lands are possessed by Fiars, cease after the Expiration of Two Years from the Completion of the said Railway.

LVI. And be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, or Passages made or erected by the said Company, or which the said Sheriff shall have so directed or appointed to be made or erected by the said Company, are insufficient either in

Owners of Lands empowered to erect Gates, &c. in case of Insufficiency of those erected.

Number

Number or Situation for the commodious Use or Occupation of the respective Lands through which the said Railway shall pass, it shall be lawful for any such Owner or Occupier, with the Consent of the said Company, upon Request in Writing made to them, or in case of their Refusal for the Space of Twenty Days next after such Request, then with the Consent of the said Sheriff, on an Application made in a summary Form to him, and served on the said Company, and after due Hearing of their Objections, to make and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages of the same or like Construction or Form with those made and erected by the said Company over, under, or by the Side of or leading to or from the said Railway, in such Places as shall be found and adjudged most convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands; provided all such Gates shall open towards the Lands adjoining the said Railway, and not towards the Railway itself; and such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages shall thenceforth be repaired and maintained by and at the Expence of the respective Owners or Occupiers for the Time being of the respective Lands the respective Owners or Occupiers of which shall have made or erected the same: Provided always, that the Passage to or upon the said Railway be not prevented or obstructed by any such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, Supplies of Water, Watering Places, and Passages, either during the original Construction or subsequent Repair thereof, or otherwise thereby, and that the same shall be constructed under the Superintendence of and according to Plans and Specifications to be approved of by the Engineer to the said Company for the Time being, if the Directors thereof shall so desire it, the Execution of such Plans not involving a greater Expence than that incurred in the Execution of those adopted by the said Company in similar Cases.

Owners of adjoining Lands may make Branches to communicate with the Railway.

LVII. And be it further enacted, That nothing in this Act contained shall extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway, or any other Persons, from laying down, either upon their own Lands or upon the Lands of other Persons with the Consent of such Persons, any collateral Branches from their respective Lands to communicate with the said Railway for the Purpose of bringing Carriages to or from or upon such Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication in such Places where the said Communication can be made without Prejudice or Injury to the said Railway, and without Inconvenience to the Traffic thereupon; and the said Company shall not receive any Rate or Toll or Sum for the passing of any Passengers, Goods, or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid: Provided always, that no such Branch Railway shall run parallel to the Railway hereby authorized to be made; and provided further, that the said Company shall not be bound to make any such Openings

ings in the Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Places where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane nor in any Tunnel; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company as to the proper Places for making any such Openings in the Ledges or Flanches of the said Railway for the Purpose of such Communication, then the same shall be referred to the Decision of the Sheriff of the County wherein such Communication is proposed to be effected, whose Determination, after hearing Parties in such Form as he may think necessary, and after the Examination of such competent Witnesses as may be produced before him, shall be binding and conclusive; and such Sheriff is hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly: Provided also, that the Persons making or using such Branch Railways to communicate with the said Main Railway shall be subject to all such Bye Laws as shall be from Time to Time made by the Directors of the said Company with respect to the Passage upon or across the said Main Railway and otherwise, and shall be bound to construct and from Time to Time renew the Offset Plates and Switches according to the most approved Plan adopted by the said Company, and under the Directions of their Engineer.

LVIII. And whereas the said Railway will pass through an important Mining District, and it would be a Source of great Convenience to the Proprietors of Mines adjoining or near to the same if the said Company were enabled to construct Branch Railways to communicate with their said Mines, with the Consent of the Owners and Occupiers of the Lands through which such Branches respectively would pass; be it therefore enacted, That it shall be lawful for the said Company, and they are hereby empowered, on the Request of the Owner or Lessee of any Mines lying near to the said Railway or within Three Miles thereof, and with the Consent of the Owners and Occupiers of the Lands intervening between the said Mines and the Line of the said Railway, to make and construct such Branch Railways as may be requisite for conveying the Produce of the said Mines to and upon the said Railway, and the Branch Railways so to be made shall be and become to all Intents and Purposes Part and Parcel of the Railway hereby authorized to be made, and as such shall be subject to all the same Provisions as are herein contained with regard to the Main Line of Railway hereby authorized to be made, so far as the same are or can be applicable thereto; and the said Company shall have Power to lease the said Branch Railways to the Owners or Lessees of the Mines to which they may respectively lead for such Rent as they may think fit, and for any Period not exceeding Seven Years, or otherwise to levy Rates thereon in respect of the Traffic passing upon the same, in like Manner as on the Main Line of Railway.

Power for Company to make Branches to Mines lying near the Railway, and to grant Leases thereof.

LIX. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner of any Lands adjoining

[Local.]

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adjoining

Owners of adjoining Lands may

make Roads, Bridges, &c. over or under the Railway, subject to the Superintendence of the Company's Engineer.

adjoining the said Railway from making any Bridge or Culvert for carrying any Railway over or under the said Railway hereby authorized to be made by the said Company, and to use such Bridge or Culvert so made by him for the Benefit of himself and of all other Persons to whom he may from Time to Time give Leave, so that such Bridge or Culvert do no Injury to and do not prevent the free Passage upon the Railway hereby authorized to be made by the said Company; and all such Bridges and Culverts shall be made and erected, and from Time to Time repaired or renewed, under the Superintendence of the Engineer of the said Company, in such Manner as not to prevent or obstruct the Passage to or upon the said Railway, and according to Plans and Specifications to be submitted to and approved of by such Engineer previously to the commencing of such Railways, Bridges, and Culverts respectively: Provided also, that in case such Engineer shall neglect or refuse to give his Opinion upon such Plan and Specification within the Space of One Month, then such Plan and Specification shall be submitted to the Sheriff of the County within which such Bridge or Culvert is intended to be made or erected, who shall make such Order therein as he shall think proper: Provided nevertheless, that in case any Damage or Obstruction shall, by reason or in Consequence of any such Bridge or Culvert, or by the Want of Repair thereof, be done or occur to or in the Railway or Works by this Act authorized to be made by the said Company, the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners for the Time being of the Land for whose Benefit any such Bridge or Culvert may be made or continued; and if the same shall not be forthwith done it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expences attending the same.

Gates opening upon the Railway to be shut when Persons have passed through.

LX. And be it further enacted, That all Persons opening any Gate set up across the said Railway, or any Gate set up at either Side of the said Railway, shall and they are hereby respectively required, as soon as they, and the Carriages, Cattle, or other Animals or Things under their Care or which they may accompany, shall have passed through the same, to shut and fasten the said Gate; and every Person neglecting so to do shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Company empowered to purchase 50 Acres of Land for Stations and other Purposes.

LXI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation (who shall be willing to sell the same) for the Purchase of or obtaining in Feu Farm any Lands, not exceeding in the whole Fifty Statute Acres, in addition to the Lands herein-before authorized to be taken and used, in such Places as shall be deemed eligible for the Purpose of making and providing additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Weighing Machines, Toll Houses, Offices, Warehouses, and other Buildings and Conveniences, for the Accommodation of Passengers, or for receiving, depositing, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things, conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto or to the said Railway, or for any other Purposes whatsoever connected with

the Undertaking by this Act authorized which the said Company shall judge requisite; and it shall be lawful for all Corporations and all other Persons, including especially such Corporations and Persons as are by this Act capacitated to sell, feu, and convey other Lands, and to release and discharge all real Burdens and Incumbrances for the Purposes of this Act, to sell or grant in Feu Farm and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein mentioned or any of them, and to release and discharge all real Burdens and Incumbrances thereon, in the same Manner as is herein directed concerning the Lands to be taken for the Purpose of making the said Railway and Works.

LXII. And be it further enacted, That it shall be lawful for the said Company to sell and dispose of such additional Lands as they are by this Act empowered to purchase and shall have actually purchased for the Purposes of additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Weighing Machines, Toll Houses, Offices, Warehouses, and other Buildings and Conveniences, as herein authorized, or such Parts of such Lands as the said Company shall think proper, and in such Manner and for such Considerations and to such Persons as the said Company shall think proper, and again to purchase other Lands from Parties who may be willing to sell the same, and which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner herein mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number of Acres to be purchased and held by the said Company for the Purposes herein mentioned shall not exceed at any one Time the Number of Acres for those Purposes expressly specified or allowed in this Act,

Company authorized to sell such additional Lands and to purchase other Lands for the same Purposes.

LXIII. Provided always, and be it enacted, That it shall not be lawful for the said Company to purchase, for any of the Purposes lastly herein-before mentioned, more than Fifty Statute Acres of Land from any Corporation, Heir of Entail, Life-renter, Husband, Tutor or Curator or other Guardian, Judicial Factor or Trustee for charitable or other Purposes, or any Executor or Administrator, or any Infant, Minor, Issue unborn, Bankrupt, Lunatic, Idiot, Married Woman, or other Person being under legal Disability or Incapacity, and who would not be enabled to sell and convey the said Lands except under the Powers of this Act; and in case the said Company shall purchase such Fifty Statute Acres from any Person or Corporation under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Fifty Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same or of or from any other Person or Corporation being under legal Disability or Incapacity, nor for the same nor for any other Person or Corporation being under legal Disability or Incapacity to sell to the said Company, any other Lands in lieu of such Fifty Statute Acres of Land or any Part thereof so sold or disposed of by the said Company.

Restraining Company from purchasing more than Fifty Acres of Land for additional Stations from incapacitated Persons.

LXIV. And be it further enacted, That it shall be lawful for all Corporations, Heirs of Entail, Life-renters, Husbands, Tutors and Curators or other Guardians, Judicial Factors, Trustees for charitable or other Purposes, Executors and Administrators, and

Corporations and Persons under legal Disability empowered all

to sell and
convey
Lands.

all other Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors in the said Property, but also for and on behalf of those for whom they may act, whether Infants, Minors, Issue unborn, Bankrupts, Lunatics, Idiots, Married Women, or other Persons, and it shall also be lawful for all Married Women who shall have Right to or be possessed of or interested in such Lands, either absolutely or by virtue of any Right of Terce or other Right, and for all and every Person whomsoever who shall have Right to or be interested in any such Lands, to contract for, sell, feu, or convey or let to the Company all or any Part thereof; and all such Contracts, Sales, Feus, Charters, Conveyances, and Leases shall be valid and effectual notwithstanding the limited or defeasible Nature of the Right and Title of the Inability or Incapacity of the Parties so contracting, selling, feuing, conveying, or leasing, any Law or Custom or Prohibition in the Titles of such Property to the contrary notwithstanding; and all such Corporations and Persons aforesaid so contracting, selling, feuing, conveying, or leasing are hereby indemnified from what they shall so do in pursuance of this Act; and all such Contracts, Sales, Feus, Charters, Conveyances, and Leases shall be made at the Expence and by the Agent of the Company, and according to the Forms usual in such Cases in *Scotland*; or, in the Option of the said Company, the said Feus and Conveyances may be according to or as near as may be in the following Form :

Form of
Conveyance.

‘ I of in consideration of the Sum
‘ of paid to me by the [*Name of the Company*],
‘ do hereby sell, alienate, and dispoise to the said Company all and
‘ whole [*describe the Premises conveyed*], and all my Right, Title,
‘ and Interest in and to the same and every Part thereof, to be
‘ holden by the said Company and their Successors for ever, in Terms
‘ of an Act passed in the Year of Her Majesty Queen
‘ *Victoria*, intituled [*here set forth the Title of this Act, and any Con-*
‘ *ditions of the Feu or Conveyance*]; and I consent to the Registration
‘ hereof in the Books of Council and Session, or others competent
‘ for Preservation and Execution, and also in the Register of Sasines,
‘ Reversions, &c. for Publication, and thereto constitute
‘ my Procurators. In witness whereof I have subscribed these
‘ Presents [*here insert a testing Clause according to the Form of the*
‘ *Law of Scotland*].’

Which Feu or Conveyance, being duly executed, and being registered in the particular Register of Sasines kept for the County or District in which the Lands are locally situated, or in the General Register of Sasines for *Scotland* presently kept at *Edinburgh*, within Sixty Days from the last Date thereof, which the respective Keepers of the said Registers are hereby authorized and required to do, shall give and constitute a good and undoubted Right and complete and valid feudal Title in all Time coming to the said Company of Proprietors and their Successors and Assigns to the Premises therein described, any Law or Custom to the contrary notwithstanding: Provided always, that nothing herein contained shall authorize the Proprietor of any entailed Lands to sell or convey the same in Feu Farm to the said Company unless the Deed under which such Lands are held shall authorize such Mode of Sale.

LXV. And

LXV. And be it further enacted, That where any Lands purchased or wanted or intended to be purchased by the said Company shall be subject, solely or jointly with other Lands not so purchased or intended to be purchased, to any Feu Duty, Ground Annual, Casualty of Superiority, or other real Burden or Incumbrance, it shall be lawful for the said Company to require or agree for the Release and Discharge of the Lands so purchased or intended to be purchased from such Burden or Incumbrance, and also (where necessary or convenient) to require or agree for an Apportionment of such Burden or Incumbrance, for such gross Sum as shall be settled between the said Company and the Party who under the Provisions of this Act shall be entitled to release, discharge, or apportion the same, and which Agreement shall and may be entered into by all Persons and Corporations by this Act authorized and empowered or capacitated to sell, feu, or convey Lands; and in case any Difference shall arise respecting the Value of such Burden or Incumbrance, or respecting the Apportionment thereof, the same shall be determined by a Jury in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof; which Jury shall assess and determine the Value of the Burden or Incumbrance affecting the Lands purchased or intended to be purchased, and shall (where necessary or convenient) apportion the Burden or Incumbrance affecting the Lands jointly subject thereto, as herein-before mentioned, according to the respective Values of the Lands purchased or intended to be purchased and of the Lands not purchased or intended to be purchased by the said Company, and thereafter the Person or Corporation entitled to release, discharge, or apportion such Burden or Incumbrance shall be bound and obliged, on Payment or Consignation in manner herein provided of the Value of the Burden or Incumbrance thus assessed and determined, or on being thereunto otherwise legally required to make, execute, and deliver all and every such Deed as shall be requisite for the Purpose of discharging or apportioning such Burden or Incumbrance (as the Case may be); and all Agreements, Releases, Discharges, or other Deeds which shall be made by and between the said Company and any such Party as aforesaid, or in favour of the said Company, shall be valid and effectual, and shall extinguish the Whole or a proportionate Part of such Feu Duty, Ground Annual, Casualty of Superiority, or other real Burden or Incumbrance, (as the Case may be), provided the said Agreement, Release, Discharge, or other Deed shall have been recorded in the general or particular Register of Sasines, Reversions, et cetera, in the Manner required by Law: Provided always, that when the Party entitled to and in right of such Burden or Incumbrance shall consider the remaining Part of the Land so jointly subject, and the same shall in fact be a sufficient Security for such Burden or Incumbrance, and shall be willing to release and discharge the Lands so purchased by the said Company therefrom, then and in such Case it shall be lawful for the Party entitled or by this Act capacitated to apportion such Burden or Incumbrance, or to release and discharge the Lands so purchased therefrom, (with the Consent of the Owner of the Lands so purchased, and also of the Owner of the adjoining Lands so jointly subject as aforesaid, such Owner not being under legal Disability or Incapacity,) to release and discharge the Lands so purchased as aforesaid from the Burden or Incumbrance so affect-

Power to
obtain
Discharge of
Lands want-
ed from
Burdens
thereon.

ing the same as aforesaid jointly with other Lands, on condition or in consideration of such other Lands continuing or remaining wholly and exclusively subject to the whole of such Burden or Incumbrance: Provided also, that when any of the Lands purchased by the said Company shall be released and discharged from a Portion of any Burden or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall be liable only for the Remainder of such Burden or Incumbrance, and such Apportionment shall not prejudice the Title to the remaining Feu Duty, Ground Annual, Casualty of Superiority, or other real Burden or Incumbrance, or the Right to enforce the same, but the same shall at all Times thereafter remain as effectual as if the Lands not so purchased had been originally liable for that Amount only.

Holders of
Heritable
Securities to
discharge or
convey.

LXVI. And be it further enacted, That all Persons and Corporations holding any Security by Lien, Wadset, Heritable Bond, Redeemable Bond of Annuity, or Disposition in Security, over or to any Lands to be taken or used for the Purposes of this Act, shall, on Payment or Tender by the said Company, or by any Person by them authorized, of the Principal Money and Interest due thereon, or of the Value of the said Annuity, and the Penalty and Expences (if any) then due on the said Principal Money or Value of said Security, together with the Amount of Six Months Interest on the said Principal Money, or Interest for such shorter Period as may be fixed for Intimation of Payment and Redemption of the said Securities as after mentioned, immediately discharge their said Security, or, in the Option of the said Company, convey, assign, and transfer their Interest in and Right to the said Lands and Securities to the said Company, or to such Person and in such Manner as they shall appoint, and which Conveyance, Assignment, and Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit, or in the Form of such Deeds in *Scotland*; or in case the Holders of such Securities shall have Notice in Writing from the said Company, or from the Party or Parties entitled to exercise the Power of Redemption of and in the said Lands, that they will pay off the Principal Money and Interest which shall be due on the said Security at the End of Six Months (to be computed from the Day of giving such Notice), or at the End of such shorter Period as may be fixed for Intimation of Payment and Redemption by the said Securities, then at the End of such Six Months or shorter Period, on the Payment of the Principal Money and Interest so due, together with any Penalty or Expences then due, the Holders of such Securities shall discharge the same, or, in the Option of the said Company, convey, assign, and transfer their respective Interests in and Right to the said Lands and Securities to the said Company, or as they shall direct; and in case they shall refuse to discharge or convey, assign and transfer as aforesaid, on such Tender or Payment, then all Interest on every such Security shall from thenceforth cease and determine: Provided always, that in case any Holder of such Security shall neglect or refuse to discharge or convey, assign and transfer or aforesaid, or in case of Doubt as to the Right or Title of such Holder, then upon Consignment of the Principal Money, and Interest as Value of the said Annuity, and the Penalty and Expences (if any) due

due on any such Security as aforesaid, in one of the chartered Banks in *Scotland*, at or at any Time after the End of Six Months from the Day of giving such Notice as aforesaid, or after the End of such shorter Period as may be fixed for Intimation of Payment and Redemption by the said Securities, or in lieu of such Notice, and in addition to the said other Monies, of Interest for Six Months or such shorter Period as aforesaid in advance, in name or on behalf of the Holder of such Security, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the Holder of such Security and of all Persons in Trust for him shall vest in the said Company, and the said Company shall be entitled to take such legal Steps as may be necessary for making up a formal valid Title to such Security.

LXVII. And be it further enacted, That in all Cases in which any Lands subject to any Security as aforesaid shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Money and Interest, or Value of Annuity, with the Penalty and Expences secured thereon, or in which a Part only of any Lands subject to such Security shall be required for the Purposes of this Act, and the Holder of Security shall not consider the remaining Part of such Lands to be sufficient for the Money secured thereon, or shall not be willing to release the Part of the Lands required for the Purposes of this Act from his Security, the Value of such Lands, or (as the Case may be) of such Part of such Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be settled and agreed upon by and between the Holder of such Security and the Person entitled to exercise the Power of Redemption of such Lands on the one Part, and the said Company on the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to the Holder of such Security in satisfaction of his Claim so far as the same will extend, and the Holder of such Security shall thereupon discharge his Security over the said Lands the Value whereof shall so have been agreed upon or determined as aforesaid, or, in the Option of the said Company, convey, assign, and transfer his Security to the said Company, so far as it extends over the said Lands, and to the Extent of the Sum paid to him; or in case of his neglecting or refusing to discharge, or to convey, assign, and transfer, as herein-before directed, then the Amount of such Value and Compensation shall be consigned in one of the chartered Banks of *Scotland* to the Credit of the Holder of such Security, as by this Act is provided in Cases of a like Nature, and such Payment or Consignment shall be and be accepted in satisfaction of the said Security so far as the same will extend, and also in full Discharge and Exoneration of such Part of the Lands aforesaid as shall be so taken or used from all Principal and Interest, Penalty and Expences due or secured thereon, and thereupon such Lands shall become the absolute Property of the said Company: Provided nevertheless, that all

Directing in what Manner Disputes between the Company and certain Heritable Creditors shall be settled.

Holders

Holders of Securities as aforesaid shall have the same Powers or Remedies and Title to pursue for recovering or compelling Payment of their Debts, or the Residue thereof (as the Case may be), or the Interest thereof respectively, and Penalties and Expences upon and out of the Residue of the Lands not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally subject to such Security.

Superiority
not to be
diminished.

LXVIII. And be it enacted, That the Rights and Titles to be granted in manner herein mentioned to the said Company in and to any Lands used or taken for the Purposes of this Act shall, unless otherwise especially provided, in nowise affect or diminish the Right of Superiority in the same, which shall, although not especially reserved, remain entire in the Person granting such Rights and Titles; and in the event of the Lands so used or taken being a Part or Portion of other Lands held by the same Owner under the same Titles, they shall not be liable for any Feu Duties or Casualties to the Superiors thereof, nor shall the said Company be bound to enter with the said Superiors: Provided always, that before entering into Possession of any Lands full Compensation shall be made to the said Superiors for all Loss which they may sustain by being deprived of any Casualties, or otherwise, by reason of the above Provision.

Providing
Compensation to the
Magistrates
of Paisley
and Lord
Abercorn.

LXIX. Provided always, and be it enacted, That the said Company shall be bound to make Compensation to the Provost, Baillies, and Council of the Burgh of *Paisley*, as representing the Community of the same, Superiors of certain Properties in *Paisley*, and also to the Most Noble the Marquis of *Abercorn* and the Heirs of Tailzie succeeding to him in the Lordship and Estate of *Paisley*, Superiors of certain other Properties in and near *Paisley*, for all Loss of Casualties of Superiority the said Superiors may respectively sustain in consequence of the said Company becoming Proprietors by virtue of this Act as a Corporate Body of any Lands held under the said Superiors; and it is hereby provided, that in computing such Compensation the Value of the said Casualties shall be assessed and estimated upon the Principle that an Entry with the Superiors is demandable upon an Average once in every Twenty-five Years.

Rents on
Leases to be
apportioned.

LXX. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Missives of Lease for a Term of Years unexpired shall be required for the Purposes of this Act, the Rent payable in respect of the Lands comprised in such Lease or Missives of Lease shall be apportioned between the Lands required for the Purposes of this Act and the Residue of such Lands; and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Landlord from whom such Lands are leased; or in case the same shall be settled by the Verdict of a Jury, then Ten

Days Notice of the Inquiry thereupon shall be given to such Landlord; and after such Apportionment the Tenant or Lessee of the Lands comprised in such Lease or Missives of Lease shall, as to all future accruing Rent, be liable only to so much of the Rents reserved in such Lease or Missives of Lease as shall have been apportioned in respect of the Lands not required for the Purposes of this Act; and the Landlord of the said Lands shall have all such and the same Remedies for the Recovery of the Rent so apportioned, in respect of the Lands not required for the Purposes of this Act, as before such Apportionment he had or was entitled to in respect of the Rent stipulated in such Lease or Missives of Lease; and such Apportionment shall not prejudice or affect any of the Provisions or Conditions in such Lease or Missives of Lease so far as the same relate to the Lands comprised therein, and not required for the Purposes of this Act; but the same shall, as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation.

LXXI. And for settling all Differences which may arise between the said Company and the several Owners, whether as Superiors or Vassals, Lessees and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted; be it further enacted, That if any Person or Corporation so interested or entitled, or hereby capacitated to sell and convey Lands, or release and discharge Burdens or Incumbrances as aforesaid, shall not agree with the said Company as to the Amount of the Purchase Money, Satisfaction, or Compensation for the same, or if any of the Parties entitled to receive such Purchase Money, Satisfaction, or Compensation shall refuse to accept the Amount offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall for the Space of Thirty Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any such Person, or his Factor or known Agent, or left at his last or usual Place of Abode, or with some Lessee or Occupier of any Lands required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale and Conveyance, or Release and Discharge of his said Estate or Interest, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability, whether provided for by this Act or not, be incapable of making such Agreement and Conveyance, or Release and Discharge, as shall be necessary or expedient for enabling the said Company to take such Lands, or to proceed in making the said Railway and other the Works aforesaid, or if the said Company shall, for the Space of Twenty-one Days after Notice in Writing given to them by any Person or Corporation being an Owner, Lessee, or Occupier, or being interested in any Lands taken or to be taken, used, damaged, or injuriously affected by the Execution of the Powers hereby granted, neglect or refuse to treat with such Parties, or shall not agree with them, or if in any other Case an Agreement for Compensation for Damages incurred in the Execution of this Act, or for the Purchase

In case the Parties refuse or are incapable to treat, the Value of Land and of Damages to be settled by a Jury.

of Lands required for the Purposes of this Act, cannot be made, then and in every such Case the said Company, or the said Owner, Lessee, or Occupier, or Person interested in such Lands, or their Mandatories in their Absence, shall be and they are hereby respectively empowered to make a summary Application in Writing to the Sheriff of the said County wherein such Lands are, or any Part thereof is respectively locally situated, in which Application they shall state the Amount of the Purchase Money, Satisfaction, or Compensation as aforesaid claimed by them, and shall crave that such Amount may be assessed and ascertained by the Verdict of a Jury; and the said Sheriff is thereupon required to summon a Jury of not more than Fifty nor less than Thirty-six duly qualified Persons, in the Manner in which Juries are in use to be summoned for the Trial of Civil Causes in the Court of Session in *Scotland*, to meet at such Time and Place as such Sheriff shall think fit to appoint, not being less than Ten Days after the Date of such Application, out of whom the said Sheriff shall in the usual Way impanel a Jury of Thirteen Persons, all Parties concerned having their lawful Challenges or Exceptions against any of the said Jurymen; and the said Sheriff is hereby empowered and required to preside in the said Court, and to summon and call before him or grant Commission for the Examination of every Person who shall be thought necessary by either Party to be examined as a Haver or Witness touching the Matter in question; and the said Sheriff may order and authorize the said Jury, or any Three or more of them, to view the Land, Place, or Premises in controversy; and the said Jury shall inquire of, assess, and fix by the Verdict of a Majority of their Number the Sum of Money to be paid for the Purchase of the whole of any such Lands belonging to the same Proprietor, whether situated within the said County or not, or for any Interest therein, or for the Release and Discharge of any such Lands from any Burden or Incumbrance secured thereon, or for Compensation as aforesaid, under Deduction of the Value of any Interest therein which may have been purchased by the said Company from any other Person, and also the Sum of Money to be paid by way of Satisfaction or Compensation, either for the Damages which shall before that Time have been done or sustained, or for the future temporary or perpetual or for any recurring Damages to be done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them, which Satisfaction or Compensation for Damage or Loss shall be inquired into and assessed distinctly and separately from the Value of the Lands to be taken or used as aforesaid; and the said Sheriff shall accordingly give Judgment and Decree for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment and Decree thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Persons and Corporations whatsoever, and shall not only be enforced by every Diligence of the Law competent on any Decree of the Sheriff in a Civil Cause, but shall not be subject to Review or Stay of Execution by Advocation, Suspension, or Reduction, or to any Question or Review in any way whatsoever: Provided always, that in such Inquiry the Person or Corporation claiming Compensation shall, in case he or they have delivered in a Statement of the Particulars

particulars of his or their Estate and Claims in manner herein-after directed, if required so to do, be Pursuer, and shall have all such Rights and Privileges as Pursuers in Actions at Law are entitled to: Provided also, that not less than Ten Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the Party who shall apply to the Sheriff for the same to the Party with whom any such Dispute shall arise, either by delivering such Notice to such Party, or by leaving the same at his Place of Abode, or with the Clerk or Agent or principal Officer of the Corporation in the Case of a Corporation, or with some Lessee or Occupier of the Lands intended to be valued, or respecting which or any Damage to which any such Question shall arise; a Certificate whereof shall, if called for, be produced under the Hands of the Person giving such Notice before the Jury is impanelled as aforesaid.

LXXII. And be it further enacted, That it shall be lawful for any of the Parties, in any Case where the Matters aforesaid are ordered to be assessed and ascertained by the Verdict of a Jury, to apply to such Sheriff as aforesaid to direct that the same shall be assessed and ascertained by a Jury specially chosen from disinterested Persons qualified to act as Special Jurors in *Scotland*, and the said Sheriff shall thereupon cause to be returned to the Clerk of such Sheriff a List of Thirty-six Persons qualified to be Special Jurors in *Scotland*, and shall appoint a Day for the Parties or their Agents to appear before such Sheriff Clerk to reduce the Number of such Jury; and on the Day appointed the Parties or their Agents shall appear before such Sheriff Clerk, and, alternately beginning with the Party who had originally applied to have the Matters aforesaid assessed as ascertained by a Special Jury, strike off One from the said List until the Number of Jurymen is reduced to Twenty, which Twenty only shall be summoned to attend the said Sheriff on the Day appointed for the Trial of the Matter aforesaid; and if either of the Parties or their Agents shall fail to attend on the Day appointed for reducing the Number of Jurymen, then the other Party attending shall proceed to strike off One of the said List, and the Sheriff Clerk shall strike off One alternately till the List be reduced to Twenty as aforesaid; and on the Day appointed for trying the Matters aforesaid the Jury shall consist of such Thirteen of the said Twenty as shall first appear on the Names being called over, all Persons having their lawful Challenges or Exceptions against any of the said Jurymen; and where a full Jury shall not appear, or shall not remain after such Challenges as aforesaid, it shall be lawful for the said Sheriff to add to the List of the Jury the Names of such other disinterested Persons, qualified to act as Special Jurymen in *Scotland*, who may be necessary to make a Jury of Thirteen, all Parties having also their lawful Challenges or Exceptions against such Persons; and the said Sheriff shall and may proceed to the Trial of the Matters aforesaid with those Persons who were originally in such List of Jurors, together with the Persons added in manner aforesaid, in the same Manner as the said Sheriff might and ought to have done if all the said Persons whose Names were inserted in the said original List had appeared to try the Matters aforesaid; and the said Sheriff may order and authorize the said Jury, or any Three or more of them, to view the Land, Place, or Premises in controversy,
and

Special Juries
may be
called.

and the Verdict shall be returned by a Majority of such Thirteen Persons as aforesaid.

Compensation Money to be apportioned.

LXXIII. And be it further enacted, That all Juries summoned under the Powers of this Act for the Purpose of ascertaining and determining the Amount of Satisfaction or Compensation to be made for the taking, using, or prejudicially interfering with any Lands, or for any Injury which may arise thereto by reason of the Construction or Use of the said Railway or any of the Works connected therewith, shall (if required) apportion the Amount of such Compensation among the various Parties interested in such Lands according to their respective Interests therein, and the proportionate Amount of Loss or Damage which they may respectively sustain.

Verdicts to be recorded.

LXXIV. And be it further enacted, That the said Applications, Verdicts, Judgments, and Decrees, being first signed by the said Sheriff, shall be kept by the Sheriff Clerk of the County, and shall be deemed Records to all Intents and Purposes; and the same, or Extracts thereof, or of any Part thereof, duly authenticated according to the Forms usual in *Scotland*, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the said Records, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Jurors and Witnesses to be under the same Regulations as those summoned for any Civil Cause.

LXXV. And be it further enacted, That every Juryman and Witness summoned or cited to attend such Trial shall also be subject to the same Regulations, Pains, and Penalties as if such Juryman and Witness respectively had been summoned or cited to serve upon any Jury or give Evidence in any Civil Cause in *Scotland*; and all Persons who, in any Examination to be taken by virtue of this Act upon their Oath, or being Quakers upon their Affirmation, shall wilfully and corruptly give false Evidence before any such Jury or Sheriff, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

Expences of Jury how to be paid.

LXXVI. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs, Charges, and Expences of summoning such Jury, and the Expences of Witnesses and of the Inquisition, and Judgment thereon, and of the Bond to be given by the Party requiring such Jury to be summoned, shall be defrayed by the said Company, and such Costs, Charges, and Expences shall be taxed and decerned for by the said Sheriff; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, one Moiety of the said Costs, Charges, and Expences shall be defrayed by the Party with whom the said Company shall have such Dispute, and the Remainder shall be defrayed

defrayed by the said Company, and, having been taxed and decerned for in manner herein-before mentioned, shall and may be deducted out of the Money decerned to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so decerned for shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender in satisfaction of the whole thereof: Provided always, that in Cases in which, by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs, Charges, and Expences shall be borne and paid by the said Company.

LXXVII. And be it further enacted, That all Parties with whom the said Company shall have any Dispute respecting Damages, and who shall require a Jury to be summoned as aforesaid, shall, on Tender thereof by the Company, and before the said Sheriff shall issue his Warrant for summoning such Jury, enter into a Bond with Two sufficient Sureties to the said Company in a Penalty of One hundred Pounds to prosecute their Claim, and to bear and pay their Proportion of the Costs, Charges, and Expences attending such Inquiry, as herein-before mentioned, in case any Part of such Costs, Charges, or Expences shall fall upon them.

Persons requesting Juries to enter into Bonds to prosecute their Complaints and to pay Expences.

LXXVIII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed (without the Consent of the said Company), to receive or take notice of any Claim to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on the behalf of the Corporation or Person making such Claim, stating the Nature, Extent, and Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Corporation or Person to the said Company Ten Days before the summoning of such Jury, and within the Space of Six Months after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased.

Notice of Injury to be given before any Proceedings taken.

LXXIX. Provided always, and be it further enacted, That in all Cases in which any Tenant or Lessee shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled to in any Lands, Mines, or Minerals intended to be taken or used, under the Authority of this Act, under or by virtue of any Lease or Missives of Lease or otherwise, the said Company are hereby authorized to require such Party to produce or show the Lease or Missives of Lease, or other sufficient Evidence of the Terms under which he holds, in respect of which such Claim to Satisfaction or Compensation shall be made; and if such Lease or Missive of Lease, or such Evidence thereof, shall not be produced or shown within Twenty-one Days after Demand made by the said Company or by their Clerk or Agent, or sufficient Cause shown for Nonproduction thereof, the Party claiming such

Persons holding under Leases to produce the same.

Satisfaction or Compensation shall be considered and treated as a Tenant holding only from Year to Year.

For settling
Disputes as
to Damages
to a small
Amount.

LXXX. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners, Lessees, or Occupiers of the Property to be taken or used for the Purposes of this Act, or to be injured by any thing done in the Execution of any of the Powers hereby granted, as to the Amount of Purchase Money or Satisfaction or Compensation to be paid for the same, and such Difference cannot be adjusted and settled between the said Parties, and in case the Amount claimed does not exceed the Sum of One hundred Pounds, the Sum to be paid shall be ascertained and determined by the Sheriff of the County in which such Lands or any Part thereof shall lie, who, upon summary Application made to him by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle and also pronounce Decree for the Amount which shall be payable by the said Company, and the Costs of such Application shall be regulated and awarded according to the same Principle as herein-before provided with regard to Inquiries before Juries.

Application
of Compensation
Money
amounting
to 200*l.*

LXXXI. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or of any Interest therein, or for the Release and Discharge of any such Lands from any Burden or Incumbrance secured thereon, or for any Compensation under this Act for Injury done to such Lands, which any Corporation, Heir of Entail, Life-renter, Husband, Guardian, Tutor or Curator, Judicial Factor or Trustee, or any Executor or Administrator, or any Infant, Minor, Issue unborn, Bankrupt, Lunatic, Idiot, Married Woman, or other Person under any Disability or Incapacity, shall be entitled to, interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid, under the Direction and by the Authority of the Court of Session, into some one of the chartered Banks in *Scotland*; to the Intent that such Money shall be applied, under the Direction and Authority of the said Court, to be signified by an Order made upon a summary Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Land, in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Heritable Debt or other Burden or Incumbrance affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court, in the Purchase of other Lands, which shall be conveyed and settled, and thereafter held to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation shall be paid, stood settled or limited, or such of them as at the Time of making such Convey-

ance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the Interest and annual Produce of such Money shall from Time to Time be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

LXXXII. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Two hundred Pounds and shall exceed the Sum of Twenty Pounds, then the same shall, with the Approbation of the said Company, signified in Writing under the Hands of Three at least of the Directors of the said Company, be paid into any of the chartered Banks in *Scotland*, and applied in manner herein-before directed; or otherwise the same may be paid, upon the Request of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of such Interest therein, or of their respective Husbands, Guardians, Tutors or Curators, Judicial Factors or Trustees, in the Cases of Married Women, Infants, Idiots, Lunatics, or other incapacitated Persons, and with the like Approbation, to Two Trustees, to be nominated by the respective Parties (such Nomination to be approved of by the said Company), and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties and of Three at least of the Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the chartered Banks as aforesaid, without obtaining or being required to obtain therefor the Direction or Authority of the Court of Session.

When less than 200*l.* and exceeding 20*l.*

LXXXIII. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for the Purposes of this Act, or in respect of which such Compensation shall be paid, for their own Use and Benefit; or in the Cases of Married Women, Infants, Idiots, Lunatics, or other incapacitated Persons, then such Money shall be paid for their Use to their respective Husbands, Guardians, Tutors, or Curators, Judicial Factors or Trustees.

When not exceeding 20*l.*

LXXXIV. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded and decerned to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or for any Interest, or for Satisfaction or Compensation as aforesaid, shall refuse or neglect to accept the same, or to convey the Premises or Interest in the Premises purchased, or shall refuse, neglect, or be unable to make a Title to such Premises or to such Interest in the Premises to the Satisfaction of the said Company, or shall be

In case of not making out Titles, &c. the Money to be paid into the Bank.

be absent from *Scotland*, or cannot be conveniently found, or if any Party entitled unto or to convey such Lands or such Interest therein cannot be conveniently known or discovered, or be not known to the Satisfaction of the said Company to be such Party, then and in every such Case it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be consigned in any of the chartered Banks in *Scotland*, to be placed in an Account to be opened in Name of the Parties interested in the said Lands (describing them so far as the said Company can do), subject to the Control and Disposition of the Court of Session; which said Court, on the Application of any Party making claim to such Money or to any Part thereof by a summary Petition, is hereby empowered to order the same to be laid out and invested, and to order Distribution thereof, or of the Interest thereof, according to the Right, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank who shall receive such Money is hereby required to give to the said Company a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

Persons in Possession presumptively entitled.

LXXXV. Provided always, and be it further enacted, That where any Question shall arise in reference to the Provisions aforesaid or otherwise upon this Act regarding the Title of any Party to any Lands, or to any Interest in any Land, or to any Compensation Money in respect of Damage done to any Lands, or to any Money to be paid into any of the chartered Banks in *Scotland* for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands to be taken or used in pursuance of this Act, or for the Compensation as aforesaid, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Persons and Corporations claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands or such Interest therein, or to such Money as aforesaid, according to such Possession, unless the contrary shall be shown to the Satisfaction of the said Court of Session, and the Dividends or Interest and also the Capital of such Money shall be paid, applied, and disposed of accordingly, until it can be shown to the Satisfaction of the said Court that some other Party has a preferable or better Right thereto.

The Court may order reasonable Expences of Purchases to be paid by the Company.

LXXXVI. Provided also, and be it further enacted, That where by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Satisfaction or Compensation shall be payable under the Authority of this Act, except where Parties shall refuse to convey such Lands, the Purchase Money for the same or the Money payable for such Compensation shall be required to be paid into any of the chartered Banks in *Scotland* it shall be lawful for the Court of Session to order the Costs, Charges, and Expences attending the Purchase or the taking or using of such Lands, or which may be incurred in consequence thereof, and also the Costs, Charges, and Expences of the Re-investment of the Purchase or Compensation Money in other Lands, and likewise the Costs, Charges, and Expences

Expences (occasioned only by the Exercise of the Powers conferred by this Act, and not by Litigation between Claimants or otherwise,) of any Proceedings had as herein-before authorized for the Investment of such Purchase or Compensation Money, and for the Payment of the Interest thereof, and of the Payment of the Money to be produced by realizing the said Re-investments out of Court, or so much of such Costs, Charges, and Expences as the said Court shall think reasonable, together with the necessary Costs and Charges of obtaining the proper Orders for such Purposes, to be paid by the said Company out of the Monies to be received by virtue of this Act; and the said Company shall from Time to Time pay such Sums of Money for such Costs, Charges, and Expences as the said Court shall direct.

LXXXVII. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties or awarded by a Jury in manner aforesaid for the Purchase of any Lands, or for the Release and Discharge of any Burden or Incumbrance, or as a Compensation for any Loss or Injury as aforesaid, to the respective Proprietors of such Lands, or other Persons respectively interested therein and entitled to receive such Money, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from the United Kingdom, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands (to the Satisfaction of the said Company), or if any Party entitled to or to convey such Lands shall not be known, or shall be absent from the United Kingdom, or shall refuse, neglect, or be unable to convey the same, or if such Money shall have been agreed or awarded to be paid for the Purchase of or as a Compensation for Injury done to any Lands which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, then upon Consignment of such Money in any of the chartered Banks in *Scotland*, in the Manner herein provided, in every such Case it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in a chartered Bank as aforesaid, shall not only bar all Right, Title, Claim, Interest, and Demand of the Person entitled to or interested in such Lands or Heritages, but shall also extend to and be deemed and construed to bar the Courtesy of the Husband and the Terce of the Wife of every such Person, and all other Right or Title of every other Person whomsoever therein in respect of which such Purchase or Compensation Money shall be paid: Provided nevertheless, that before such Payment, Tender, or Deposit in a chartered Bank as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this Act, save for the Purposes of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners, Lessees, and Occupiers thereof respectively.

Power to enter Lands, &c. on Payment or Tender of Purchase Money.

Power to take possession of Land adjoining the Railway for temporary Purposes, Compensation being made for Damage.

LXXXVIII. And whereas in making the said Railway and Works it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the said Railway and Works for the Purpose of laying or depositing and working thereon Earth, Clay, Stones, Bricks, Slates, Timber, Lime, and other Materials, or of manufacturing such Clay into Bricks, or for forming temporary Roads or Approaches to and from the said Railway and Works; and inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners, Lessees, or Occupiers of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid until the Operations shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered from Time to Time to enter upon such adjoining Lands for the Purposes aforesaid without having previously made such Payment, Tender, or Consignation of Money as herein-before mentioned; be it therefore enacted, That, notwithstanding any thing in this Act contained, it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, from Time to Time to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and Works, for the Purpose of laying, depositing, working, or manufacturing upon such Lands or upon any Part thereof respectively any Earth, Clay, Stones, Bricks, Slates, Timber, Lime, or other Materials, or for forming temporary Roads or Approaches to and from the said Railway and Works, and also to make use of any existing Roads, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners, Lessees, and Occupiers thereof; such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein provided in Cases of Disputes as to the Value of Lands through or upon which the said Railway and Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of the said Railway and Works: Provided always, that before entering upon any such Lands for such temporary Purposes as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Sureties, who shall enter into a Bond to such Owner or Occupier in a Penalty of the Amount of Fifty Pounds for every Acre of Land required for such temporary Purposes, and so in proportion for any greater or less Quantity, conditioned for the Payment of such Compensation, such Sureties to be approved of by the Sheriff or any Two Justices of the County wherein such Lands may be, in case the Parties differ about the same: Provided also, that the said Company shall and they are hereby required to make such Compensation and Satisfaction to the Owners of such Lands for the permanent Damage or Injury (if any) which may have been done to the same by the Exercise of any of the Powers and Authorities aforesaid; which Compensation and Satisfaction shall, if the said

Damage or Injury is done at any Time before the Completion of the said Railway and Works, be made at the latest within One Month after the Completion of the Railway through the Lands injured or damaged: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works the said Company shall and they are hereby required to give Ten Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fencings so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto: Provided also, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred and fifty Yards from the said Railway, or upon any ornamental Grounds or Lands lying nearer than Five hundred Yards to any Mansion House, without the previous Consent of the Owner or Occupier thereof in Writing first had and obtained.

LXXXIX. Provided always, and be it enacted, That when the said Company shall enter into or take possession of any Lands for the Purpose of the said Railway, the said Company shall be bound to protect all such Lands and any adjoining Lands from Trespass, Damage, and Mischief, and thereafter, till the Completion of the said Railway or relative Works, the said Company shall be directly responsible to the Proprietors and Tenants for all Damage to Inclosures, Crops, Stock, or other Property occasioned by Workmen or others in the Employment of the said Company, or in any way employed on the said Railway or relative Works; and if the Amount and Value of such Trespass, Damage, or Mischief shall be Twenty Pounds or less than that Sum, the same, with the Costs, Charges, and Expences, shall be recoverable under a summary Petition to the Sheriff of the County where the Trespass, Damage, or Mischief was done, or where the Party offending resides; but if the Amount or Value of the same shall exceed Twenty Pounds, then the said Amount or Value, with the Costs, Charges, and Expences, shall be recoverable according to the usual Forms of Law in any competent Court: Provided always, that in case the said Company shall be compelled to pay any Sum or Sums of Money as the Value or Amount of any Trespass, Damage, or Mischief, or the Costs, Charges, and Expences attending the same, by reason of any wilful Act, Neglect, or Default of their Workmen or others in their Employment, or in any way employed on the said Railway or relative Works, every such Workman or other Person in their Employment, or in any way employed on the said Railway or relative Works, shall be liable to pay such Sum or Sums of Money to the said Company; and in case of Nonpayment thereof within Ten Days after a Demand in Writing shall have been made upon him personally or left at his Dwelling House, the said Sheriff shall, upon Proof of the Payment and of the said Demand being made or left as aforesaid, on the summary Petition of the said Company, either decern against such Workman or other Person in their Employment, or in any way employed on the said Railway or relative Works, for the Amount and Expences, or grant Warrant to commit such Workman or other Person in the Employment of the said Company, or in any way employed in the said Railway or relative

Providing
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relative Works, to some Common Gaol or House of Correction, there to remain without Bail for any Time not exceeding One Month, with or without hard Labour.

Company not to claim Mines or Minerals under Lands purchased.

XC. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to give to the said Company any Coal, Ironstone, Limestone, Slate, or other Mines or Minerals under any Land purchased by the said Company under the Provisions of this Act, except only so much of such Coal, Ironstone, Limestone, Slate, or other Mines or Minerals as may be necessary to be dug or carried away for the Purpose of forming the said Railway, unless the said Coal, Ironstone, Limestone, Slate, or other Mines or Minerals shall have been expressly purchased or conveyed by the Owner thereof to the said Company; but all such Coal, Ironstone, Limestone, Slate, or other Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid, shall, unless the contrary be expressed, be deemed to be excepted out of the Purchase and Conveyance of such Lands, and may, subject to the Restrictions herein-after contained, be worked by the respective Owners or Lessees thereof under the said Lands, or the Railway or other Works of the said Company, as if this Act had not been passed.

Owners of Mines to give Notice to the Company of their Intention to work the Mines, and if, upon Inspection, Injury is likely to arise to the Railway thereby such Mines shall not be worked, but Compensation shall be made to the Owners.

XCI. Provided always, and be it further enacted, That when and so often as the Owner, Lessee, or Occupier of any Mines of Coal, Ironstone, Limestone, Slate, or other Minerals lying under the said Railway and Works, or any of them, or within the Distance of Forty Yards from such Railway or Works respectively, shall be desirous of working the same, then and in every such Case such Owner, Lessee, or Occupier shall give Notice in Writing to the said Company under his Hand of such Intention at least Thirty Days before he shall begin to work such Mines, and upon the Receipt of such Notice it shall be lawful for the said Company to inspect such Mines, or cause the same to be inspected by such Persons as they shall appoint for that Purpose; and if it shall appear to the said Company that the getting or working of such Coal, Ironstone, Limestone, Slate, or other Mines or Minerals, is likely to prejudice or damage the said Railway or Works, then it shall not be lawful for the said Owner, Lessee, or Occupier to work or get the same, but the said Company shall pay to the said Owner, Lessee, or Occupier respectively full Satisfaction or Compensation for the Loss and Injury occasioned by such Interruption; and in case the said Company and such Owner, Lessee, or Occupier do not agree as to the Amount of such Satisfaction, Recompence, or Compensation, the same shall be ascertained, settled, and apportioned by the Verdict of a Jury, as is hereinbefore directed with respect to the Lands which shall or may be taken for the Purposes of this Act: Provided nevertheless, that in case the said Company do not before the Expiration of such Thirty Days treat with such Owner, Lessee, or Occupier for the Payment of such Satisfaction or Compensation, then it shall be lawful for the Owner, Lessee, or Occupier of such Mines, and he is hereby authorized, to work and get such Parts of the said Mines as lie under the said Railway and Works, or within the Distance aforesaid; provided that in the working any of the said Mines or Minerals no Damage be wilfully or negligently done to the said Railway or Works, and that the said Mines and Minerals be not worked in an improper Manner; and in
case

case any Damage or Obstruction shall be so done or occur to or in such Railway or other Works, the same shall be forthwith repaired or removed, as the Case may require, by and at the Expence of the respective Owners, Lessees, or Occupiers of such Mines or Minerals; and if the same shall not forthwith be done it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expence occasioned thereby from such Owners, Lessees, or Occupiers respectively.

XCII. Provided always, and be it further enacted, That in case of the working of any such Mines under the said Railway, or within the Distance of Forty Yards thereof, shall have been prevented by reason of any Injury or Damage being apprehended thereby to the said Railway or Works, it shall be lawful for the respective Owners, Lessees, or Occupiers of the Mines adjoining the said Railway on both Sides thereof to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines, Measures, or Strata the working whereof shall have been so prevented as may be requisite to enable such Owners, Lessees, or Occupiers to ventilate, drain, work, and get the Minerals on each Side of the said Mines: Provided always, that no Airway, Headway, Gateway, or Water Level shall be of greater Dimension or Section than Eight Feet wide and Eight Feet high: Provided also, that no Airway, Headway, Gateway, or Water Level shall be so cut or made as in any way to injure the said Railway or Works, or to obstruct or impede the Passage upon or along the said Railway, and shall be formed and at all Times maintained so as not to occasion any such Injury or Obstruction.

If Mines under the Railway are not worked the Owners of Mines adjoining on each Side of the Railway may make Communications.

XCIII. And for the better ascertaining whether any such Mines are being worked or got, or about to be worked or gotten, so as to prejudice or damage the said Railway and other Works, or any of them, be it further enacted, That it shall be lawful for the said Company, upon giving Twenty-four Hours previous Notice in Writing of their Intention in that Behalf to the Owner, Lessee, or Occupier of such Mines, by themselves, their Agents and Workmen, from Time to Time and at all Times hereafter to enter upon any Lands through or near which the intended Railway and other Works shall pass wherein any such Mines shall be found, or shall be working or be supposed to be working, and likewise to enter into and return from any Coal-pits, Works, or other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling, Ropes, Machines, Apparatus, or Machinery belonging to such Owners, Lessees, or Occupiers, and to view, search, measure, latch, and use all other Means for discovering the Distance of the said intended Railway and other Works from the working Parts of such Mines respectively; and in case it shall appear that any such Mines have been worked or got contrary to the Directions of this Act it shall be lawful for the said Company to give Notice to the Owners, Lessees, or Occupiers of any such Mines who have so worked or got the same contrary to the Directions of this Act respectively to adopt and construct the requisite Means and Supports for sustaining, securing, and making safe the said Railway and other Works, and preventing any Injury which may arise in consequence of such Mines having been so got

Method of discovering when Mines are working under the Railway.

[Local.]

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contrary

contrary to the Directions of this Act ; and in case the said Owners, Lessees, or Occupiers respectively shall not immediately after such Notice proceed to secure and make safe the said Railway and Works, and use due Diligence in effecting the same to the Satisfaction of the said Company or their Engineer, then and in every such Case it shall be lawful for the said Company, their Agents and Workmen, at the Expence, Costs, and Charges of such respective Owners, Lessees, and Occupiers of such Mines, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Railway and other Works ; and such Expences, Costs, and Charges shall be recovered by the said Company from such Owner, Lessee, or Occupier who shall so respectively have worked or got the same contrary to the Directions of this Act, in such and the same Manner as the Rates, Tolls, or Sums by this Act granted may be recovered, and shall be applied for the Purposes of this Act.

No Shaft
to be sunk
under the
Railway.

XCIV. And be it further enacted, That no Shaft, Pit, or Quarry shall be dug, sunk, or made in or on the Line of the said intended Railway or Works ; but it shall be lawful for any Owner, Lessee, or Occupier of any Mines or Works on each Side of the said Railway to fix all such Ropes, Chains, Connexion Rods, and other Matters as may be necessary for working the said Mines in conformity with the Provisions of this Act, over, under, across, near, or by the said Railway ; provided that by so doing such Owner, Lessee, or Occupier do not injure such Railway or Works, or interrupt in any Manner the free Passage upon or along the same.

Enabling the
Company to
sell Lands
not wanted.

XCV. And whereas by means of the Purchases which the said Company are empowered or are required to make by virtue of this Act they may happen to acquire and be possessed of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes hereof ; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required, within Ten Years from the passing of this Act, to contract for and to sell, and by any Deed under their Common Seal, and for such Considerations as they may deem reasonable, to convey to the Purchasers thereof any Part of such superfluous Lands, or any Estate or Interest purchased by the said Company in such Lands or any Part thereof, in such Manner as they shall deem most advantageous ; and such Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes : Provided always, that the said Company, before they shall dispose of any such superfluous Lands, shall first offer to sell the same to the Person who shall have Right to and be in Possession of the Lands from which the same were originally severed, or if such Person shall refuse to purchase the same, or cannot be found within Twelve Months, then to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so proposed to be sold, such Persons being in *Scotland*, and to be found as aforesaid, and being capable of entering into a Contract for the Purchase of such Lands ; and such respective Persons, in case they shall be

desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Thirty Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect, after due Notice in Writing requiring them so to do, to signify their Desire and Intention to purchase such Lands for the Space of Thirty Days, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease; and a Declaration before the Sheriff of the County where such Lands may be situate by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption was not in *Scotland*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on the behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused or was not accepted within the Time aforesaid (as the Case may be) by the Person to whom such Offer was made; and in case any such Person as aforesaid shall be desirous of purchasing any such Lands, and such Person and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company, and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company, *mutatis mutandis*; and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied for the Purposes of this Act; and all Conveyances which shall be made by the said Company, pursuant to the Authority by this Act in them reposed, shall be adjudged sufficient to vest such Estate in the Purchaser as shall have been agreed for, or shall be expressed or meant and intended to be conveyed and granted by any such Conveyance: Provided always, that unless the said Company shall sell the said superfluous Lands within the Period herein-before limited for such Purpose, then such of the said Lands as shall remain unsold after the Expiration of the said Period shall thereupon vest in and become the Property of the Owners of the Lands adjoining thereto in proportion to the Extent of their Property adjoining the same.

XCVI. And be it further enacted, That upon Payment of the Money which shall arise from the Sale of any Lands or of any Interest therein belonging to the said Company, which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for any Two Directors of the said Company, or for the Secretary or Clerk or any Officer appointed by the said Directors for the Purpose, to sign and give a Receipt for the Money so paid, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interests as shall be sold, or for such other Money as in such Receipt shall

Company,
upon Pay-
ment of
Money, to
give Receipts.

shall be expressed to be received, and such Person shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or of any Part thereof.

If Land not contracted for within Three Years, Power to take Property on Compulsion to cease.

XCVII. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the passing of this Act, agree for or cause to be valued and paid for, as in this Act is mentioned, the Land which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purposes of making the said Railway or other Works hereby authorized, (save and except the aforesaid Fifty Acres of Land which the said Company are by this Act authorized to purchase, in addition to the Lands hereby authorized to be taken or used for making the said Railway and other Works,) then and from thenceforth the Powers which are hereby granted to them for taking or using such Land shall cease and be utterly void, save and except with the Consent in Writing of the Owners and Occupiers thereof respectively: Provided always, that nothing herein contained shall enable the said Company to deviate from the Line of the said Railway as at present laid down, after the Expiration of Two Years from the passing of this Act, without the consent in Writing of the Owners and Occupiers of the Lands through which such Deviation would extend.

If Railway not completed in Seven Years the Powers to cease, except as to such Part, if any, as shall be completed.

XCVIII. And be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said Railway and Works as shall have been completed within the said Term, and the Sheriff of the County in which the same are situated is hereby authorized and required, at any Time before the Expiration of the said Term of Seven Years, or within Six Months next after the Expiration thereof, to grant a Certificate of such Completion upon the Evidence of Two or more credible Witnesses to be produced before such Sheriff for that Purpose.

If Railway is abandoned the Land to revert to the adjoining Owners.

XCIX. And be it further enacted, That if the said Railway or any Part thereof shall at any Time hereafter be abandoned or given up by the said Company, or after the same shall have been completed shall for the Space of Three Years cease to be used and employed as a Railway, then and in such Case the Lands so purchased or taken by the said Company for the Purposes of this Act, or otherwise the Parts thereof over which the said Railway or any Part of such Railway which shall be so abandoned or given up by the said Company shall pass, shall vest in the Owners for the Time being of the Land adjoining that which shall be so abandoned or given up in manner following; (that is to say,) one Moiety thereof in the Owners of the Land on the one Side, and the Remainder thereof in the Owners of the Land on the other Side thereof.

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C. And be it further enacted, That on or before the Expiration of Thirty Days next after Notice in Writing from the said Company or their Agent duly authorized of their Intention to take or use any Lands or any Part thereof, setting forth an Account of the Extent of Land required to be taken, and the Nature of the Work to be executed, for the Purposes of this Act, shall have been given to any Person or Corporation having Right to or being interested in or authorized by this Act to accept and receive Satisfaction or Compensation for the Value of the same, or any Estate, Share, or Interest therein, or Burden or Incumbrance constituted thereon, or for any Injury or Damage sustained or to be sustained on account of the Execution of this Act, such Person or Corporation shall deliver or cause to be delivered at the Office of the said Company a Statement in Writing of the Particulars of the Estate, Share, Interest, Burden, or Incumbrance which he or they claim to be entitled to, or to be authorized to receive Satisfaction and Compensation for, and of the Injury or Damage sustained or to be sustained by him or them, and of the Amount of the Sum of Money which he or they may expect and be willing to receive in satisfaction and compensation for the Value of such Estate, Share, Interest, Burden, or Incumbrance, and for such Injury or Damage respectively.

Parties to deliver a Statement of their Estates and Claims within Thirty Days after Notice.

CI. And be it further enacted, That all Persons and Corporations by this Act capacitated to sell, feu, and convey any Lands, or to release and discharge Lands from Feu Duties, Ground Annuals, Casualties of Superiority, or other real Burdens or Incumbrances secured thereon, and the respective Owners, Lessees, and Occupiers of any Lands through or upon which the said Railway and other Works hereby authorized are intended to be made, may agree to accept and receive, and may (subject to such Restrictions as in this Act are contained as to the Payment thereof) accept and receive, Satisfaction or Compensation for the Value of such Lands or of the Interest therein by them conveyed, and also Compensation for any Damage by them sustained by reason of the severing or dividing such Lands, and also for and on account of any Loss or Damage which may be sustained by such Persons and Corporations by reason of the taking thereof, in such gross Sums or annual Payments as shall be agreed upon between the said Owners, Lessees (including Persons hereby capacitated as aforesaid), and Occupiers respectively and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, or Compensation, the same respectively or either of them concerning which they do not so agree shall be ascertained and settled, if required, by the Verdict of a Jury, as herein is directed.

Satisfaction to be made for Lands taken for the Railway.

CII. And whereas the probable Expence of making the said Railway, Branch Railways, and the other Works hereby authorized will amount to the Sum of Three hundred and ninety-three thousand Pounds; be it therefore enacted, That the whole of the said Sum of Three hundred and ninety-three thousand Pounds shall be subscribed for by Parties under Contract binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the Sums by them respectively subscribed before any of the Powers given by

The whole of the Expence to be subscribed for before the compulsory Powers of the Act are put in force.

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this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

CIII. Provided always, and be it further enacted, That a Certificate under the Hand of the Sheriff of either of the Counties of *Lanark* or *Renfrew*, that the whole of the said Sum of Three hundred and ninety-three thousand Pounds has been subscribed as aforesaid, (and which Certificate such Sheriff is hereby authorized and required to grant on Application made to him by the said Company, and upon such Evidence as he may deem sufficient,) shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of Three hundred and ninety-three thousand Pounds has been subscribed.

CIV. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of Four hundred thousand Pounds, the whole to be divided into Shares of Twenty-five Pounds each; and such Shares shall be numbered, beginning with Number One, in Arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same, and no Person or Corporation shall be or become a Proprietor of less than One Share in the said Company; and the said Shares shall be and are hereby vested in the several Parties taking the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionally to the Sum they shall severally contribute; and all Persons and Corporations, and their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof towards the said Undertaking and other the Purposes of the said Subscription, shall be entitled to and receive in proportionable Parts, according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company, as and when the same shall be divided by the Authority of this Act.

CV. And be it further enacted, That all the Shares and Proportions of and in the said Undertaking, or the Joint Stock or Fund of the said Company, shall to all Intents and Purposes be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

CVI. And be it further enacted, That no Person or Corporation, nor the Estate, Real or Personal, of any such Person or Corporation, who is or shall be a Proprietor of the said Company, shall be liable for or charged with the Payment of any Debt or Demand whatsoever due or to become due by or from the said Company beyond the Extent of his or their Share in the Capital of the said Company.

CVII. And

Certificate under the Hand of the Sheriff to be Proof that the whole of the Money has been subscribed.

Proprietors may raise Money amongst themselves for the Undertaking, not exceeding 400,000*l.*, to be divided into Shares of 25*l.* each.

Shares to be deemed Personal Estate.

Proprietors not liable beyond the Amount of their Shares.

CVII. And be it further enacted, That the said Company shall and they are hereby required, at their first or some subsequent General Meeting, and afterwards from Time to Time as Occasion may require, to cause the Names of the several Corporations and the Names and Additions of the several Persons who shall be then or who shall from Time to Time thereafter become entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the said Company, and after such Entry made to cause the Common Seal of the said Company to be affixed thereto; and the said Company shall from Time to Time cause a Certificate or Ticket, with their Common Seal affixed thereto, to be delivered to every such Proprietor on Demand, specifying the Share or Shares to which he is entitled in the said Undertaking, such Proprietor paying to the said Company the Sum of Two Shillings and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *primâ facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified, but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

Names of Proprietors to be entered, and Certificates of their Shares to be delivered to them.

‘ Glasgow, Paisley, and Greenock Railway Company.

Form of Certificate.

‘ Number
 ‘ THESE are to certify, That *A.B.* of [or the Name
 ‘ of the Corporation] is the Proprietor of the Share [or Shares]
 ‘ Number of “The Glasgow, Paisley, and Greenock Rail-
 ‘ way Company,” subject to the Rules, Regulations, and Orders of
 ‘ the said Company. Given under the Common Seal of the said
 ‘ Company the Day of in the Year of our
 ‘ Lord .’

CVIII. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out, damaged, lost, or destroyed, or in case any Person who may become entitled to any Share in the Capital Stock of the said Company shall require a new Certificate in his own Name, then, upon the worn-out, damaged, or former Certificates or Tickets being produced at some Meeting of the Directors of the said Company, such Certificate or Ticket may be cancelled and destroyed, and another similar Certificate or Ticket may be given to the Party in whom the Property of such Certificate or Ticket, or of the Shares therein mentioned, shall be at the Time vested; or in case such Certificate or Ticket shall be burnt or totally destroyed or lost, then, upon satisfactory Proof thereof, a new Certificate or Ticket shall be given to the Party who was the Proprietor thereof, or entitled to the Certificate or Ticket so burnt or destroyed or lost; and a due Entry of the Substitute or Duplicate of each such Certificate or Ticket shall be made by the Clerk or Secretary of the said Company in manner herein directed, the said Company receiving for every such Certificate

For granting new Certificates when the old ones are lost or destroyed.

Certificate or Ticket which shall be so given or exchanged the Sum of Two Shillings and Sixpence and no more.

Power to include any Number of Shares in One Certificate.

CIX. Provided always, and be it further enacted, That, notwithstanding any thing to the contrary in this Act contained, it shall be lawful for the said Company to include in One Certificate the whole or such and so many of the Shares to which the Proprietor requiring such Certificate shall for the Time being be entitled, as such Proprietor shall demand or require, and in default of his Requirement the whole of the Shares to which any Proprietor shall be entitled shall be included in One Certificate.

For ascertaining the Proprietorship of Shares in certain Cases.

5 & 6 W. 4. c. 62.

CX. And whereas by the Death or Bankruptcy of or by other Events happening to Proprietors, or by the Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares, or the Dividends arising or becoming due upon such Shares, may belong or ought to be paid; be it therefore enacted, That in all Cases when the Right of Property in any Share of the said Undertaking shall pass from any Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein directed, a Declaration in Writing in the Form (or as near thereto as the Circumstances of the Case will admit) prescribed in the Schedule to an Act passed in the Fifth and Sixth Years of the Reign of His Majesty King *William* the Fourth, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits,'* shall be made by some credible Person before One of Her Majesty's Justices of the Peace, stating the Manner in which such Share hath been passed to such other Person or Corporation; and such Declaration shall be transmitted to the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company, and the said Company shall be entitled to receive for each such Entry, as is herein-before directed, the Sum of Two Shillings and Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or implied, to which any such Share shall be subject or liable; and before such Declaration shall have been transmitted, and such Entry made as aforesaid, no Person or Corporation to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote or exercise any of the Privileges of a Proprietor in respect of such Share: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage with any Female Proprietor shall be entitled to receive the same, or be entitled to vote in respect of any Share, a Declaration in Writing, containing a Copy of the Register of such Marriage or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made by

some credible Person before One of Her Majesty's Justices of the Peace, and shall be transmitted to the said Company, who shall file the same and make an Entry thereof in the Book which shall be kept for the Entry of Transfers Sales or Shares in the said Undertaking; and before any Person or Corporation who shall claim any of the Profits of the said Undertaking by virtue of any Testament or Will, or any Trust Deed or Settlement, or of any Judicial Transfer, shall be entitled to receive the same, or be entitled to vote in respect of any Share, an Extract of the Confirmation or Decree of Adjudication, or other Act, shall be produced and shown to the said Company: Provided always, that the recording of such Declaration shall not imply any Liability on the Part of the said Company, or their Clerk or Secretary, for the Regularity or Validity of the Transfer or Title therein set forth; and that all Payments of Dividends or other Acts done by the Company or any of their Officers *bonâ fide* in the Belief of the Regularity or Validity of any such Transfer or Title shall be effectual so far as the Company or such Officers are concerned, and shall exonerate and relieve them from all Claim on the Part of others alleging a preferable Right to such Shares or Dividends.

CXI. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe for or towards the said Undertaking shall and they are hereby required to pay the Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof as shall from Time to Time be called for by the Directors of the said Company under and by virtue of the Powers of this Act, at such Times and at such Places and to such Persons as shall be directed by the said Directors; and in case any Person shall refuse or neglect to pay as aforesaid the Money by him so subscribed for, or the Part thereof so called for, it shall be lawful for the said Company to sue for and recover the same in any Court of Law or Equity, together with Interest on such unpaid Sum of Money at the Rate of Five Pounds *per Centum per Annum* from the Time when the same was directed to be paid as aforesaid up to the Day of the actual Payment thereof; and it shall not be necessary to make any written Demand of Payment, or to give any other Notice respecting the same than is herein-after required.

To compel
Payment of
Subscrip-
tions.

CXII. And be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking and they are hereby empowered, whether before or after any Call shall have been paid in respect of any Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept the same, which they are hereby authorized to do, to such Persons as the said Directors shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting (over and above the Amount, if any, actually paid in respect of such Shares,) to make up the full Sum of Twenty-five Pounds in respect of each such Share; and the said Company shall and they are hereby required to pay Interest, at such Rate not exceeding the Rate of Five Pounds for every One hundred Pounds by the Year, upon the Principal Monies which shall have been so paid in advance, or so much thereof as shall from Time to Time exceed

Power to
pay Subscrip-
tion in ad-
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the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company shall agree upon.

Power to Directors to make Calls.

If Calls are not paid Interest to be charged thereon.

If Calls and Interest are not paid the Shares may be declared to be forfeited and sold.

CXIII. And be it further enacted, That the Directors shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of the said Undertaking for the Time being, to defray the Expences of and to carry on the same, as they from Time to Time shall find necessary, so that the aggregate Amount of Calls made or Money paid for or in respect of any such Shares shall not amount to more than the Sum of Twenty-five Pounds on any such Share, and so that no such Call shall exceed the Sum of Three Pounds upon each Share which any Person or Corporation shall be possessed of or entitled unto in the said Undertaking, and that the total Amount of such Calls in any One Year shall not exceed Twelve Pounds upon each Share; and an Interval of Three Months at the least shall elapse between the Day appointed for Payment of one Call and the Day appointed for Payment of another Call; and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement inserted in One or more *London* Newspaper or Newspapers and in One or more Newspaper and Newspapers published in the Counties of *Renfrew* and *Lanark*; and all Monies so called for shall be paid to such Person, at such Times and Places, and in such Manner as in the said Notice shall be appointed; and the respective Owners of Shares in the said Undertaking shall pay their rateable Proportion of the Monies to be called for as aforesaid to such Persons, and at such Times and Places, and in such Manner as shall be appointed as aforesaid; and if any Owner or Proprietor for the Time being of any such Share shall not so pay such his rateable Proportion, then and in such Case and as often as the same shall happen he shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner or Proprietor for the Time being of any such Share shall neglect or refuse to pay such his rateable Proportion, together with Interest, if any, then or at any Time thereafter it shall be lawful for the said Company to sue for and recover the same by Action in any competent Court, or the said Directors may and they are hereby authorized to declare the Shares belonging to such Owner to be forfeited, and to order such Shares to be sold: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hands of Two Directors, or under the Hand of the Secretary or Clerk of the said Company, that such Share has been declared forfeited, shall have been given or sent by the Post unto or delivered to some Inmate of the last known usual Place of Abode of the Owner of such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed either at a General or Special General Meeting of the said Company, such General or Special General Meeting being held after the Expiration of Two Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given

given as aforesaid; and after such Declaration of Forfeiture shall have been confirmed by such General Meeting or Special General Meeting the said Company, by an Order to be made at the same or at any subsequent General Meeting or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited, or any of them, in manner by this Act directed; and the said Directors may in that Case sell and dispose of such Shares by public Auction or by private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and any Proprietor shall be entitled to purchase the same, and a Declaration in due Form of Law made by some credible Person not interested before any Justice of the Peace, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration of Forfeiture had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of Proceeding in reference to such Sale, but such Declaration, and the Receipt of the Treasurer or Secretary of the said Company for the Price of such Share, shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

CXIV. And be it further enacted, That in case the Money produced by the Sale of any Share which shall be forfeited by reason of the Nonpayment of any Call as aforesaid shall be more than sufficient to pay all Arrears of Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expences attending the Sale thereof, the Surplus of such Purchase Money shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company or for the said Directors to sell or transfer more of the Shares of such Defaulter under the Powers last herein-before contained than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears of Calls due from such Defaulter, and the Interest and Expences as aforesaid; and from and after Payment of such Arrears of Calls, and the Interest and Expences aforesaid, any Share so forfeited and vested in the said Company as aforesaid, which shall remain in their Hands unsold, shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

If Produce of Sale of forfeited Shares be more than sufficient to pay the Arrears of Calls, Interest, and Costs, the Surplus to be paid to the Owners.

CXV. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor for the Time being of any Share in the said Undertaking, to recover any Money due and payable for or in respect of any Call, it shall be sufficient for the said Company to declare and allege that the Defender, being a Proprietor of a Share in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to for a Call or for so many Calls of such Sums of Money upon a Share belonging to

Proceedings and Evidence in Actions for Calls.

to the said Defender, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defender at the Time of making such respective Calls was a Proprietor of a Share in the said Undertaking, and that in fact such Call was made, and that such Notice was given as is directed by this Act, without proving the Appointment of the Directors who made such Calls, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due (including Interest computed as aforesaid) on such Calls, unless it shall appear that any such Call exceed Three Pounds for every Share, and was made within the Distance of Three Months from the Day appointed for Payment of the last preceding Call, or that Notice was not given as herein-before required, or that Calls amounting to Twelve Pounds in the whole had been made within the Twelve Months then preceding; and in order to prove that the Defender was a Proprietor of such alleged Share, the Production of the Book in which the said Company is by this Act directed to enter and keep the Names and Additions of the several Proprietors of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to hold, and of the Places of Abode of the said several Proprietors of the said Undertaking, and of the several Persons and Corporations who shall from Time to Time become Proprietors thereof or be entitled to Shares therein, shall be *primâ facie* Evidence that such Defender is a Proprietor, and of the Number and Amount of his Shares therein, provided that the Name of the Defender in the Record substantially agrees with that in such Book.

For ascer-
taining the
Proprietor-
ship of Shares
in case of
Deaths, &c.,
in order to
the making
of Calls in
respect of
such Shares.

CXVI. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or marry (being Females), or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Registers shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares, in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original or from any registered Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein provided, and such Declaration as is herein-before in that Behalf directed shall have been transmitted to the said Company, then and in any of the Cases as aforesaid, after Twenty-one Days Notice in Writing shall have been given under the Hands of Two Directors, or under the Hand of the Secretary or Clerk of the said Company, to the Person or Corporation stated or claiming in such Declaration to be the then Proprietor of such Share, or left at the last or usual known Place of Abode of such Person, or to the Clerk of such Corporation, or by Advertisement inserted in One or more *London* Newspaper or Newspapers

papers and in One or more Newspaper or Newspapers published in each of the Counties of *Renfrew* and *Lanark*, to pay his or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers, as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon; or such Shares may, at the Option of the said Company, be consolidated in the general Fund of the said Company; and in case there shall be no such Declaration made as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or left at the last known Place of Abode of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the event of the Share having been disposed of as aforesaid, of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of any such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be out of the Kingdom, such Notice shall be inserted in the *London* and *Edinburgh* Gazettes; and in all such Cases, and after such Notices, on Default being made, the said Shares shall be forfeited, and may be sold or be consolidated with the general Fund of the said Company in manner aforesaid; and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sales on account of the Nonpayment of Calls: Provided always, that in the Cases of Proprietors being abroad the Shares shall not be forfeited until the Expiration of Six Months after the last Day on which such Notice shall have been inserted in the *London* and *Edinburgh* Gazettes as aforesaid.

CXVII. And be it further enacted, That at all General and Special General Meetings held by virtue of this Act all Persons and Corporations who shall have duly subscribed for or become entitled to Shares in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall be entitled to vote in respect of such Shares according to the following Scale; (that is to say,) for any Share or Shares not exceeding Three, One Vote; for more than Three and not exceeding Five Shares, Two Votes; for more than Five and not exceeding Ten Shares, Three Votes; for more than Ten and not exceeding Twenty, Four Votes; when more than Twenty Shares, then an additional Vote for every Ten Shares beyond the first Twenty Shares; and such Vote or Votes may be given by such respective Parties, or in their Absence by their respective Proxies constituted under the Seals of such Bodies, or under the Hands of the other Proprietors appointing such Proxies, all such Proxies being Proprietors of Shares in the said Undertaking; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and

Directing
how Sub-
scribers
shall vote at
Meetings.

[*Local.*]

49 X

every

every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of the Proprietors of the said Company then present personally or by Proxy; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and also as a Proxy, but in case of an Equality of Votes shall and may also have the deciding or casting Vote; and the Determination of every such Meeting upon any Question, Matter, or Thing shall be and be deemed and taken to be the Decision of the said Company, notwithstanding any Irregularity which may have occurred in the giving or taking of any Votes at such Meeting; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted and other Circumstances will admit; (that is to say,)

Form of
Proxy.

‘ *A. B.* of one of the Proprietors of “The *Glasgow*,
 ‘ *Paisley*, and *Greenock* Railway Company,” hereby appoints *C. D.* of
 ‘ to be the Proxy of the said *A. B.*, to vote or give his
 ‘ Assent to or Dissent from any Business, Matter, or Thing relating
 ‘ to the said Undertaking which shall be proposed at any General or
 ‘ Special General Meeting of the said Company, in such Manner as
 ‘ he the said *C. D.* shall think proper. In witness whereof the said
 ‘ *A. B.* hath hereunto set his Hand [*or Common Seal*] the
 ‘ Day of

Proxies to be
transmitted
to Secretary
of Company.

CXVIII. Provided always, and be it further enacted, That no Person shall be entitled to vote as the Proxy of any Person or Corporation as aforesaid, unless the Instrument appointing such Proxy shall have been transmitted to and received by the Secretary or one of the Secretaries of the said Company Two Days at least before the holding of the Meeting at which such Proxy is intended to be used.

The Person
whose Name
stands first
as a joint
Proprietor
with others
to be deemed
the Owner
and to vote.

CXIX. And be it further enacted, That where several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall, for the Purpose of voting at any General or Special General Meeting of the said Company, be deemed the Proprietor of such Share, and as between several Proprietors all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and not otherwise, and whose Vote either in Person or by Proxy shall on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Share so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate of the last or usual Place of Abode of such Person, or be inserted in the *London* and *Edinburgh* Gazettes, as the Case may require; and such Notice shall be deemed sufficient Notice to such Person whose Name shall so stand first as aforesaid, and to all other

other the Proprietors of such Share, for all the Purposes for which such Notice is intended to be given.

CXX. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Idiot or Minor, such Lunatic or Idiot shall or may vote at such Meeting by his Curator or by the Judicial Factor on his Estate, and such Curator or Judicial Factor may vote in respect of the Interest of such Lunatics or Idiots either in Person or by Proxy; and such Minor shall and may vote by his Tutor, Curator, or Guardian, or by any of his Tutors, Curators, or Guardians, and such respective Tutors, Curators, or Guardians, or any of them, may vote in respect of the Interest of such Minor either in Person or by Proxy: Provided always, that every such Party may also vote in right of his own Share (if he have any) as well as in the Character of Curator, Judicial Factor, Tutor, or Guardian.

Lunatics, Idiots, and Minors to vote by Committees and Guardians, &c.

CXXI. And be it further enacted, That no Proprietor of any Share on which any Call shall have been made shall, after the Day appointed for the Payment of the same, be allowed to vote either personally or by Proxy at any Meeting of the Proprietors of the said Company, or to act or vote as a Director at any Meeting of the said Directors, until the Money called for in respect of such Share shall have been fully paid.

Proprietors in arrear not to vote.

CXXII. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors, Administrators, and Successors, to sell and dispose of any Shares to which they shall be entitled therein, subject to the Rules and Conditions herein mentioned; and the Form of Conveyance of such Shares shall be by Writing duly stamped, and may be in the following Words or to the like Effect, varying the Names and Descriptions of the contracting Parties as the Case may require; (that is to say,)

Shares to be transferable.

'Glasgow, Paisley, and Greenock Railway.

‘ I *A.B.* of _____ in consideration of the Sum of _____ paid
 ‘ to me by *C.D.* of _____ do hereby assign and transfer unto
 ‘ the said *C.D.* Share numbered _____ of and
 ‘ in the Undertaking called “ *The Glasgow, Paisley, and Greenock*
 ‘ *Railway,*” to hold unto the said *C.D.*, his Executors, Administrators,
 ‘ and Assigns [*or Successors and Assigns*], subject to the several
 ‘ Conditions on which I held the same immediately before the Execu-
 ‘ tion hereof; and I the said *C.D.* do hereby agree to accept and
 ‘ take the said Share, subject to the Conditions aforesaid. In witness
 ‘ whereof [*here insert a testing Clause, according to the Form of the*
 ‘ *Law of Scotland*].’

Form of Transfer.

And on every such Sale the Deed or Conveyance (being executed by the Seller and Purchaser) shall be kept by the said Company, or by the Clerk or Secretary of the said Company, who shall enter in some Book to be kept for that Purpose a Memorial of such Transfer and Sale, and indorse the Entry of such Memorial on the said Deed of Sale or Transfer, for which Entry and Indorsement the Sum of Two Shillings and Sixpence, and no more, shall be paid to the said Company;

pany; and the said Company, or Clerk or Secretary as aforesaid, is hereby required to make such Entry or Memorial accordingly, and on Demand to make an Indorsement of such Transfer on the Back of the Certificate of each Share so sold, and to deliver the same to the Purchaser for his Security, for which Indorsement no more than Two Shillings and Sixpence shall be paid; and such Indorsement, being signed by such Clerk or Secretary, shall be considered in every respect the same as a new Certificate; and until such Memorial shall have been made and entered as before directed the Seller thereof shall remain and be held liable for all future Calls, and the Purchaser shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of any Share paid to him, nor any Vote in respect thereof as a Proprietor of the said Undertaking.

Power to close Transfer Books at certain Periods.

CXXIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to close the Books kept for entering Memorials of Transfers of Shares for a Period not exceeding Seven Days before each of the Half-yearly General Meetings of the said Company, and to fix a Day for that Purpose, during which Time the said Company shall not be bound to take notice of any Transfer which shall not have been registered previously to the Day fixed for closing the Books, but all such Transfers shall, as between the Parties claiming under the same and the said Company, but not otherwise, be considered as made subsequently to such Half-yearly General Meeting: Provided always, that Seven Days Notice at least of the Day on which the Transfer Book shall be closed shall be given in One or more *London* Newspaper or Newspapers, and in One or more Newspaper or Newspapers published in each of the Counties of *Renfrew* and *Lanark*.

After a Call on Share to be transferred until Call is paid.

CXXIV. And be it further enacted, That no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking upon which any Call shall have been made unless he or they shall, at the Time of such Sale or Transfer, have paid the full Sum of Money which shall have been called for in respect of each Share to be sold or transferred.

Names of Proprietors to be entered in a Book.

CXXV. And be it further enacted, That the Clerk or Secretary of the said Company shall, in some proper Book to be provided by the said Company for that Purpose, enter and keep a true Account of the Places of Abode of the several Proprietors of Shares in the said Undertaking, and of the said several Corporations and Persons who shall from Time to Time become Proprietors thereof, or entitled to any Share therein; and every such Proprietor (or, in the Case of a Corporation, the Clerk or Agent of such Corporation duly appointed,) may at all convenient Times have recourse to and peruse such Book *gratis*, and may demand and have Copies thereof or of any Part thereof, paying to the said Clerk or Secretary at and after the Rate of Sixpence for every One hundred Words so copied.

Receipt of One Proprietor of a Share a sufficient Discharge.

CXXVI. And be it further enacted, That the Receipt of the Person or of any One of the Persons in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company,

Company, or of his Mandatory, shall from Time to Time be a sufficient Discharge to the said Company and Treasurer for any Dividend or other Sum of Money which shall become payable and be paid for or in respect of such Share, notwithstanding any Uses or Trusts upon or to which such Share shall be then settled, conveyed, or assigned, whether or not the said Company have Notice of such Uses or Trusts, and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

CXXVII. And be it further enacted, That in all Cases where Money shall be payable, under the Provisions of this Act, to any Proprietor who shall be a Minor, Idiot, or Lunatic, the Receipt of the Tutor, Curator, or Guardian, (if any,) or if not, of the Parent of such Minor, or of any Judicial Factor, shall be a sufficient Discharge to the said Company and their Treasurer for the same.

Receipt of the Parent or Guardian to be a sufficient Discharge.

CXXVIII. And be it further enacted, That when and so soon as the Sum of Two hundred thousand Pounds, in respect of the Money hereby authorized to be raised by Subscription as herein-before mentioned, shall have been actually paid up for the Purposes of this Act, or at any Time afterwards if it shall be found advisable, it shall be lawful for the said Company from Time to Time, by virtue of an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest on the Credit of the said Undertaking any Sum of Money not exceeding in the whole the Sum of One hundred and thirty-three thousand three hundred and thirty-three Pounds, either in anticipation of or in addition to the Capital hereby authorized to be raised in Shares as aforesaid, but until the said Sum of Two hundred thousand Pounds shall have been so paid up as aforesaid it shall not be lawful for the said Company to raise any Sum of Money by Loan or Mortgage in anticipation of such Capital; and the Directors of the said Company, after such Order, and after the said Sum of Two hundred thousand Pounds shall have been paid up as aforesaid, are hereby empowered to mortgage, assign, and convey the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, as a Security for any such Money to be borrowed as aforesaid, with Interest to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Certificate under the Hand of the Sheriff or any Justice of the Peace for either of the Counties of *Renfrew* and *Lanark* that the said Sum of Two hundred thousand Pounds has been paid up, and which Certificate such Sheriff or Justice is hereby authorized and required to grant on Production of the Books of the said Company, or upon such other Evidence as he may deem sufficient, and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director or by the Secretary or Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the said Sum of Two hundred thousand Pounds having been so paid up, and of the making of the Order for raising such additional Sum as aforesaid; and all such Mortgages, Assignments, and Conveyances shall be made under the Common Seal of the said Company, and shall be by Deed or Writing duly stamped, in which the Consideration for such

Power to raise Money by Mortgage in anticipation of their Capital.

vanced by reason of any Neglect or Refusal to comply with such Calls, shall be applicable to the Calls for the said further and additional Sum hereby authorized to be raised or subscribed as aforesaid, or such Part thereof as shall be required to be raised by way of additional Capital Stock as aforesaid, and to the Refusal or Neglect to comply with such last-mentioned Calls.

Interest of Money borrowed to be paid in preference to Dividends.

CXXX. And be it further enacted, That the Interest of the Money which shall be raised by any such Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them; and in case such Interest or any Part thereof shall be unpaid by the Space of Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Thirty Days next after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for the Sheriff of either of the said Counties of *Lanark* or *Renfrew*, and he is hereby required, on Request to him made by or on behalf of the Person or Corporation in right of such Mortgage, Assignment, or Conveyance, or Transfer thereof, whose Interest shall be so in arrear, by an Order under his Hands to appoint One or more Person or Persons to receive the Whole or such Part or Parts of the said Rates, Tolls, Dues, or Sums as are liable to pay such Interest so due and unpaid as aforesaid; and the Money so to be received by such Person or Persons is hereby declared to be so much Money received by or to the Use of the Person or Persons to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving such Rates, Tolls, or Sums, shall be satisfied and paid, and after such Interest and Costs shall have been fully paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any competent Court.

Mortgagee not to be deemed a Proprietor, or entitled to vote as such.

CXXXI. Provided always, and be it further enacted, That no Person to whom any such Mortgage, Assignment, or Conveyance shall be made or transferred shall by reason thereof be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at or taking any Part in the Proceedings of any Meeting of the said Company.

Company may stipulate Periods for Repayment of Mortgage Money.

CXXXII. And be it further enacted, That when any Sum of Money shall be borrowed at Interest, pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period or Periods for the Repayment of the Principal Sum of Money so to be borrowed, with the Interest thereof; and in such Case the said Company shall cause to be inserted in such Mortgage, Assignment, or Conveyance the Time or Times which shall be fixed or agreed upon for the Repayment of the Principal Money thereby to be secured; and such Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid at the Time or Times so to be

fixed to the Party who shall, upon the Expiration of such Period or Periods, be the Holder of and entitled to such Mortgage, Assignment, or Security, or his Assignee.

CXXXIII. And be it further enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act, the Party entitled to any such Mortgage or Assignment or Conveyance may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at the Expiration or at any Time after the Expiration of Twelve Months from the Date of such Mortgage, Assignment, or Conveyance, upon giving Six Months Notice in Writing to the Secretary or Clerk of the said Company for the Time being: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Mortgages, Assignments, or Conveyances in which no Time shall be fixed for the Payment thereof, or any Part of the Money thereby secured, on giving Six Months Notice in One or more *London* Newspaper or Newspapers, and in One or more Newspaper or Newspapers published in the Counties of *Renfrew* and *Lanark*; and at the Expiration of the said Six Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make default in Payment thereof in pursuance of such Notice.

As to paying off Mortgages when no Period is stipulated.

CXXXIV. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage, Assignment, or Conveyance as aforesaid by virtue of this Act, or of any Part of such Principal Sum, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for the Sheriff of either of the said Counties of *Lanark* or *Renfrew*, and they are hereby respectively required, on Request made to them by or on behalf of any One or more of the Parties entitled to any such Mortgage or Assignment as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Ten thousand Pounds, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Persons and Corporations to whom such Principal Money shall be due, and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, and all Interest due thereon, shall be fully paid and satisfied; and after such Principal, Interest, and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Principal Money so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any competent Court.

For securing Repayment of Principal Money borrowed.

In case Loans are paid off, the Company may raise the Amount again.

CXXXV. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money herein-before authorized to be raised by Mortgage, Assignment, or Conveyance as aforesaid, and shall afterwards pay off all or any Part thereof, then and in every such Case it shall be lawful for the said Company immediately or at any Time thereafter again to raise in lieu of the Principal Money so paid off by them such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow more than the Sum of One hundred and thirty-three thousand three hundred and thirty-three Pounds in the whole at any One Time, over and above the Amount of the Calls for the Time being remaining unpaid and still to be called for by the said Company.

Application of Money to be raised.

CXXXVI. And be it further enacted, That the Money to be raised by the said Company by virtue of this Act shall be laid out and applied, in the first place, in paying and discharging all Costs and Expences incurred in applying for, obtaining, and passing this Act, and all other Expences preparatory or relating thereto; and afterwards the Remainder of such Money shall be applied in, for, and towards purchasing Lands, and making and maintaining the said Railway and other Works, and in otherwise carrying this Act into execution.

First and other General Meetings of the Company.

CXXXVII. And be it further enacted, That the First General Meeting of the said Company shall be held within Six Months next after the passing of this Act; and from and after such First General Meeting of the said Company there shall be a Half-yearly General Meeting of the said Company on *Tuesday* in the Third Week of the Month of *December* and on *Tuesday* in the Third Week of the Month of *June* in each and every Year, or within the Space of Twenty Days next after each of such Periods, and all such and so many Special General Meetings of the said Company as the Directors of the said Company shall think proper to convene, or as shall be convened by the Proprietors in manner herein-after provided, of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given in the Manner herein-after directed; and every such Notice of a Special General Meeting shall specify the Purpose for which the same is called, and such First General Meeting and such Half-yearly General Meetings and Special General Meetings may be adjourned from Time to Time, and all General and Special General Meetings and adjourned Meetings of the Company shall be held in *Greenock*.

Meetings of Proprietors may be specially convened.

CXXXVIII. And be it further enacted, That Thirty or more Proprietors of the said Company, holding in the aggregate One thousand Shares or upwards in the said Undertaking, upon which Shares all Calls actually previously made and payable shall have been paid and satisfied, may at any Time, by Writing under their Hands left at the Office of the said Company, or given to at least Three Directors of the said Company, or left at or delivered to some Inmate of their last or usual Places of Abode, require the Directors of the said Company to call a Special

General Meeting of the Proprietors of the said Company in *Greenock*, so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice shall have been given as aforesaid the same may be called by such Thirty or more Proprietors by giving Fourteen Days Notice thereof by Advertisement inserted in some One or more Newspaper or Newspapers published in *London*, and in One or more Newspaper or Newspapers published in each of the Counties of *Renfrew* and *Lanark*; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present at such Meeting (provided there shall within One Hour from the Time appointed for such Meeting be Twenty Persons present, personally or by Proxy, who shall in the whole be entitled to vote in respect of at least Seven hundred Shares,) shall proceed in the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice, and to those only; and all Acts of the major Part in Votes of the Proprietors of the said Company met together at any such Special General Meeting shall be as valid, with respect to the Matters specified in such Notice, and those only, as if the same had been done at a General Meeting held at the Time herein-before appointed for holding the same.

CXXXIX. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called, and no Business shall be transacted at any adjourned General or adjourned Special General Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Business at Special and adjourned General Meetings.

CXL. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company or of any other Matter to any of the Proprietors of the said Company, and all other Notices which may be required to be given by or on behalf of the said Company, and which are not herein otherwise provided for, shall be signed by the Chairman or Deputy Chairman of the Directors of the said Company, and shall be given by Advertisements inserted in One or more Newspaper or Newspapers published in *London*, and in One or more Newspaper or Newspapers published in each of the Counties of *Renfrew* and *Lanark*; and all such Notices, when published and given, shall be deemed and considered the same as if personally served.

Notices of Meetings how to be given.

CXLI. And be it further enacted, That at the First General Meeting to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment therefrom, Twelve Persons, who shall be Proprietors and respectively possessed in their own Right of Ten Shares in the said Undertaking, shall be elected Directors to manage the Affairs of the said Company by the Proprietors present at such Meeting either personally or by Proxy, Seven at least of which Directors so qualified shall be Proprietors residing in or within Ten Miles of *Greenock*, and

First General Meeting to choose Directors.

of

of the Directors so elected as aforesaid Five shall be a Quorum ; and the several Persons so to be elected, being neither removed nor disqualified nor resigning, shall continue in Office and be Directors until the Half-yearly General Meeting of the said Company which shall be held in the Month of *December* in the Year of our Lord One thousand eight hundred and thirty-eight, and until others shall be elected in their Stead in pursuance of this Act ; and the said Company at any General Meeting shall have Power to fix what Remuneration, if any, shall from Time to Time be allowed to the Directors of the said Company.

General Meeting for choosing Directors to consist of not less than Twenty Persons possessed of at least 700 Shares.

CXLII. Provided always, and be it further enacted, That if at any such General Meeting there shall not within One Hour from the Time appointed for such Meeting be Twenty Persons present, either personally or by Proxy, who shall in the whole be entitled to vote in respect of at least Seven hundred Shares, no Choice of new Directors or Alteration of existing Directors shall be made, nor shall any Business be transacted, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Fourteen Days from that Time ; and if such sufficient Number of Proprietors, personally or by Proxy, shall not then attend thereat, such Meeting shall stand adjourned until the following Day at the same Hour and Place ; and in case such Number of Persons qualified as aforesaid shall not then be present, the Directors for the Time being shall continue to act and have the same Powers as they had and were possessed of until new Directors shall be appointed at the General Meeting which shall be held in the Month of *December* in the following Year.

Power of General and Special General Meetings.

CXLIII. And be it further enacted, That it shall be competent for any General or Special General Meeting to call for, inspect, and examine the Accounts of the said Company and of the Directors, and of the Receivers and Collectors of the Rates, Tolls, or other Sums, and of the Officers of the said Company, and also in like Manner to call for, inspect, and examine all Rules, Regulations, Accounts, Books, Vouchers, Memorandums, and Documents relating to the said Company or to the Business thereof, and to call for any Information or Explanation from the Directors, Secretary, and other Officers of the said Company in respect of the said Matters or any of them, and also to give and allow to the Directors for the Time being collectively, or to each or any of them individually, such Remuneration, Salary, or Allowance for his or their Time and Trouble in attending to or conducting the Business of the said Company as by such Meeting shall be deemed fit, and also to allow and confirm the Accounts of the Company so as to bind all the Proprietors for the Time being and all Persons claiming under them, and generally to consider and decide upon any Business, Matter, or Thing relating to the said Company and the Affairs and Concerns thereof.

Directors to go out annually by Rotation.

CXLIV. And be it further enacted, That at the General Meeting to be held in the Month of *December* which will be in the Year of our Lord One thousand eight hundred and thirty-eight Three of the Directors who shall have been so elected as aforesaid (to be determined by Ballot among themselves) shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons who

who shall be Proprietors, and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking, shall be elected by the Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *December* which will be in the Year One thousand eight hundred and thirty-nine Three of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *December* which will be in the Year of our Lord One thousand eight hundred and forty One Half of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *December* which will be in the Year of our Lord One thousand eight hundred and forty-one the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *December* in every subsequent Year Three of the Directors being those who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner: Provided always, that the Places of Directors shall be so supplied as that Seven at least of the Directors for the Time being of the said Company shall always consist of Proprietors residing in or within Ten Miles of *Greenock*.

CXLV. Provided always, and be it further enacted, That every Director who shall go out of Office on any annual Day of Election may be immediately or at any future Time re-elected by the said Company a Director of the said Company, and after such Re-election he shall, with reference to the going out by Rotation, be considered as a new Director.

Directors going out of Office re-eligible.

CXLVI. Provided nevertheless, and be it further enacted, That no Person holding any Office or Place of Trust or Profit under the said Company, or being concerned or interested in any Contract with the said Company, shall be capable of being a Director of the said Company, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or of being concerned or interested in any Contract with the said Company, during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time subsequently to his Election accept or continue to hold any other Office or Place of Trust or Profit under the said Company, or shall either directly or indirectly be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Ten Shares in the said Undertaking, the Office of such Director shall thereupon become vacant, and he shall thenceforth be disqualifying from voting or acting as a Director; or if any Person holding Office under the said Directors shall either directly or indirectly be concerned in any Contract with the said Company, or shall

No Person holding Office capable of being a Director.

[*Local.*]

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participate

participate in any Manner for Hire or Reward in any Work or any thing to be done for the said Company, he shall thereupon cease to hold such or any Office under the said Directors.

For supply-
ing casual
Vacancies in
Direction.

CXLVII. And be it further enacted, That when and so often as any Director of the said Company chosen by Ballot as aforesaid shall die, or resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it shall be lawful for the remaining Directors, if they shall think proper so to do, to elect some other Proprietor duly qualified to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall be a Member of the same Committee, and shall continue in Office as a Director so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived and remained in Office.

First Direc-
tors of the
Company.

CXLVIII. And be it further enacted, That *William Macfie, Archibald Falconer, Houston Stewart, James Stewart, William Dixon, Robert Baine, Roger Aytoun, Robert Dow Ker, Charles Cunningham Scott, Alexander Thomson, David Balderston, James Tasker, Alexander M'Callum, John Martin, Walter Baine junior, David Crawford, and James M'Lean*, and the Survivors and Survivor of them, or such of them as shall continue to act, shall be the first Directors of the said Company, and shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act; and they the said Directors herein-before named shall and they are hereby required to fix the Time of such Meeting within the Limit herein-before prescribed, and to give Notice thereof in the Manner herein-before provided with respect to General Meetings of the said Company; and until such First General Meeting shall be holden, and such Twelve Directors shall have been duly elected as herein-before prescribed, the said Directors herein named, or the Survivors or Survivor of them, or such of them as shall continue to act, shall and lawfully may allot the Shares remaining undisposed of in the said Undertaking as to the said Directors shall seem fit, and shall and may exercise all other Powers and Authorities which are by this Act given to or which may be exercised by the Directors who shall be elected in pursuance hereof at the first or any subsequent Annual General Meeting of the said Company.

Chairman
and Deputy
Chairman of
Directors to
be appointed.

CXLIX. And be it further enacted, That at the First Meeting of Directors which shall be held after the passing of this Act, and at the First Meeting of Directors which shall be held next after the first Appointment of the said Directors under the Provisions herein contained, and at the First Meeting of the Directors which shall be held next after the Half-yearly Meeting in the Month of *December* in each succeeding Year except the Year One thousand eight hundred and thirty-seven, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors, and the Chairman for the Time being of the said Directors shall have the Custody of the Common Seal of the said Company: Provided always, that when and

so often as the Chairman or Deputy Chairman to be chosen by virtue of this Act shall die, or resign, or become disqualified or unable to act, or otherwise cease to be a Director, it shall be lawful for the Directors present at the Meeting which shall be held next after such Vacancy shall have occurred to choose some other of the said Directors to be Chairman or Deputy Chairman, to be chosen as last aforesaid to fill such Vacancy, who shall continue in such Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provisions of this Act to continue if such Vacancy had not happened.

CL. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence some one of the Directors of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman; and such Chairman, in case of an equal Division of Votes upon any Subject entertained at any such Meeting, shall, in addition to his own Votes in respect of the Shares held by him, and in respect of the Shares of any other Proprietor whose Proxy he may hold, have an additional or casting Vote as Chairman.

At Meetings of the Company the Chairman or Deputy Chairman to preside.

CLI. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have Power to use the Common Seal of the said Company on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulation, and Direction of the Affairs of the said Company, or relative thereto, which the said Company are by this Act authorized to do, except such as are herein required and directed to be done at some General or Special General Meeting of the said Company; and the said Directors shall appoint and displace all the Officers and Servants of the said Company, and allow to them such Salaries, Gratuities, and Recompences as to the said Directors shall seem proper; and the said Directors shall hold stated monthly Meetings in *Greenock*, and shall also have Authority to meet at such other Times as they shall think proper, and to adjourn from Time to Time and from Place to Place, such Places being within the Distance of Ten Miles from the Line of the said Railway; and there shall be Five Directors at the least present in order to constitute a Meeting; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present; and no Director, although possessed of many Shares in the said Undertaking, shall have more than One Vote at any such Meeting, unless he be the Chairman of such Meeting, in which Case he shall, if there shall happen to be an equal Division, always have an additional or casting Vote as such Chairman; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors; and the said Directors shall also keep full and true Accounts of all Monies disbursed and Payments made by the said Directors, and by all Per-

Powers and Duties of Directors.

sons

sons employed by or under them, and of all Monies which they shall receive on behalf or in respect of such Undertaking from any Collector of the Rates, Tolls, or Sums by this Act granted, or from any other Officer or Person employed in, or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person on any Account for the Use of the said Company, and shall regularly enter into some Books to be from Time to Time provided at the Expence of the said Company for that Purpose Notes, Minutes, or Copies, as the Case shall require, of such Appointments, Receipts, and Disbursements, and of all Contracts and Bargains entered into or made by them, and of other their Orders and Proceedings, and which Books shall be deposited with and kept under the Care and Direction of the said Directors: Provided always, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company: Provided also, that the said Directors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company who shall have the Custody or Control of any Money received by virtue of this Act, for the faithful Execution of his Office, before he shall enter thereupon.

Directors
may appoint
Committees.

CLII. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to nominate and appoint out of their own Body a Committee or Committees, who shall have full Power and Authority to do, execute, and perform all such and so many of the Matters and Things which the said Directors are hereby authorized to do, or as the said Directors shall think proper to delegate and confide to such Committees respectively; and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dissolve any Committee which shall have been appointed by them, or to remove and displace any Member of such Committee, and to appoint another in his Place and Stead, when and so often as the said Directors shall think proper; and such respective Committees shall have full Power and Authority to meet from Time to Time, and adjourn from Place to Place, as they shall think proper and as Occasion shall require, for effecting the Purposes aforesaid; and at all Meetings of the said Committees one of the Members present shall be appointed Chairman, who shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Committee shall have an additional or casting Vote; and all Powers and Authorities which shall be confided to any such Committees under this Act shall and may be exercised by any Three of the Members present at the respective Meetings of such Committee, or by such other Number less than Three as may be declared by the said Directors to form the Quorum of such Committee.

Contracts
signed by
Three Di-
rectors to be
binding.

CLIII. And be it further enacted, That all Contracts or Agreements in Writing relating to the Affairs of the said Company, which shall be signed by any Three of the Directors of the said Company, shall be binding on the said Company and all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators; and

and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company or any of the other Parties thereto failing in the Execution thereof.

CLIV. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special, of the said Company, and of the said Directors and Committees respectively, shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings, when so entered and signed, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others; and that without due Proof of such respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors, or being Directors or Members of the Committees respectively, or of the Signature of such Chairman, as the Case may be, all of which last-mentioned Acts shall be presumed.

Orders and Proceedings to be entered in a Book.

CLV. And be it further enacted, That the said Directors shall cause a Book to be kept by a Book-keeper who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said Book true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; and such Book shall at all reasonable Times during Fourteen Days previous to the First Day of *September* and First Day of *March* in each Year be open to the Inspection of the respective Loan Creditors for Money advanced and lent for the Purposes of this Act without Fee or Reward, and the said Loan Creditors or any of them may take Copies of or Extracts from such Book without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not permit such Loan Creditors or any of them to inspect such Book, or to take such Copies or Extracts as aforesaid, such Book-keeper shall forfeit and pay for every such Offence any Sum not exceeding Twenty Pounds.

Directors to cause Accounts to be kept.

CLVI. Provided always, and be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed the Secretary or Clerk in the Execution of this Act, or the Partner of any such Secretary or Clerk, or any Person in the Service or Employ of such Secretary or Clerk, or of his Partner, to be the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed the Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or of his Partner, to be the Secretary or Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Secretary or Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Secretary or Clerk, or in the Service or Employ of such Secretary or Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer or the Part-

Same Person not to be Secretary or Clerk and Treasurer at the same Time.

ner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Secretary or Clerk, or shall act as Deputy of such Secretary or Clerk in the Execution of this Act, or in any Manner officiate for such Secretary or Clerk, or if any such Treasurer shall hold any Place or Office of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds.

Officers to
account.

CLVII. And be it further enacted, That every Officer and Person who shall be appointed and employed by virtue of this Act shall from Time to Time, when thereunto required by the said Directors of the said Company, make out and deliver to them, or to such Person as they shall for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him collected and received by virtue of this Act; and such Account shall state how and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the said Directors or to the said Company, or to such Person as the said Directors or Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same in his Possession or Power, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Directors or the said Company, or to such Persons as they shall appoint, within Three Days after being thereunto required by the said Directors or Company or by such other Persons as last aforesaid, all Books, Papers, and Writings, Property, Effects, Matters, and Things, in his Possession or Power, relating to the Execution of this Act and belonging to the said Company, then and in every such Case, Complaint being made thereof by the said Directors or the Company, or by any Person on their Behalf, to the Sheriff of the County where such Officer or other Person appointed or employed as aforesaid resides or shall be found, the said Sheriff may and he is hereby authorized and required to grant Warrant for bringing such Officer or Person before him, and upon his appearing, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to adjust and declare the Balance on said Account, if produced; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, or by the Inspection of the said Account produced, it shall appear to the said Sheriff that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, the said Sheriff may and he is hereby empowered and required, upon Nonpayment thereof, to grant Warrant under his Hand to cause such Money to be levied by Pounding and Sale of the Goods and Effects of such Officer or Person; and if sufficient Goods and Effects shall not be found to answer and satisfy the said Monies, and the Expences of such Pounding and Sale, or if such Officer or Person shall not appear before

the said Sheriff at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to the said Sheriff such Account in Writing as aforesaid, or to produce or deliver to the said Sheriff the several Vouchers and Receipts aforesaid relating to such Accounts, or deliver up such Books, Papers, and Writings, Property, Effects, Matters, and Things, or to pay the Balance due as aforesaid, then and in any of the Cases aforesaid the said Sheriff may and he is hereby required by Warrant under his Hand to grant Warrant for committing such Officer or Person to some Common Gaol or House of Correction within his Jurisdiction, there to remain without Bail until he shall have made out and delivered such Account, and have delivered up the said Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings, Property, Effects, Matters, and Things (if any) as aforesaid, and shall have paid up all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Pounding and Sale, or until he shall have compounded with the said Directors or with the said Company for such Monies and Charges, and paid the Composition Money to them (and which said Composition the said Directors or Company are hereby empowered to make), or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers and Writings, Property, Effects, Matters, and Things, to the said Directors or Company: Provided always, that no Person who shall be committed as aforesaid, except for Refusal or Neglect as aforesaid, shall be detained in Prison for any longer Space of Time than Three Months.

CLVIII. And be it further enacted, That the said Company, at some General or Special General Meeting of the said Company, at which General or Special General Meeting not less than Twenty Persons, holding together at the least Seven hundred Shares in the Undertaking, shall be present, either personally or by Proxy, shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem expedient for the good Government of the Affairs of the said Company, and for regulating the Proceedings and remunerating and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking and of the Officers and Servants of the said Company in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, Orders, and Rules, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same as to the said Company shall seem meet, not exceeding the Sum of Five Pounds for any One Offence, such Fines and Forfeitures to be levied and recovered as any Penalty may by this Act be levied and recovered; which said Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, shall be printed and published; and such Bye Laws, Orders, and Rules, except such as shall relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants, shall be painted on Boards, and hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway, and other Buildings or Places at which any Rates or Tolls shall be collected or paid under the Authority of this Act, and which Boards shall from
Time

Company
empowered
to make Bye
Laws.

Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules, when so published and affixed, shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same; provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *Scotland*, or to any Directions in this Act contained.

Power to
take Offices
on Lease or
otherwise.

CLIX. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time to purchase, feu, or take on Lease any Buildings, Lands, or other Property not exceeding Five Acres from Persons who may be willing to dispose of the same for the Purpose of Offices and Warehouses, or for the Purpose of erecting Offices, Warehouses, and other Buildings thereon for the Purposes of the said Railway adjoining to or at a Distance from the said Railway, and for such Purposes to enter into all such Contracts, Conveyances, or other Deeds as they may be advised are necessary, and to affix the Seal of the said Company to any such Deed, which shall be binding upon the said Company and their Successors; and may also at their own Expence erect and build upon or contract for the Erection upon such Land to be acquired as aforesaid such Offices or Buildings for the Use of the said Company as shall to them seem meet and desirable, and to sell again, feu, lease, or otherwise dispose of the same from Time to Time as they may think proper, and again from Time to Time to purchase, feu, and lease other Buildings or Lands for the like Purpose, and again to erect and build thereon as aforesaid, and to execute all proper Deeds and Conveyances respecting the same, as the said Company may deem advisable or expedient.

Accounts to
be made up
half-yearly.

CLX. And be it further enacted, That the Books of the said Company shall be brought to an exact Balance twice a Year, upon the Thirtieth Day of *November* and Thirty-first Day of *May* in each Year, and half-yearly thereafter upon the same Days if lawful Days, or if a *Sunday* upon the Day preceding, and shall for Ten Days after the said Two Half-yearly General Meetings be open for the Inspection of all or any of the Proprietors at the principal Office or Place of Business of the Company; but none of the said Proprietors (except the Chairman, Deputy Chairman, and Directors, who shall at all Times have Access to the Books,) shall be entitled at any other Time to demand the Use or Inspection of any of the Books belonging to the Company, unless in virtue of a written Order signed by Three of the said Directors; that an exact Balance of the Company's Affairs shall be made up on the said Thirtieth Day of *November* and Thirty-first Day of *May* in each Year, signed by One of the principal Officers of the said Company, exhibiting a fair and true Statement of the Amount and Value of the Capital, Stock, and Property of every Description belonging to the said Company at that Date, the Debts due by the said Company, and a distinct View of the Profit or Loss which has arisen on the Transactions of the said Company in the course of the preceding Half Year; which Balance Sheet shall, previously to Half-yearly General Meeting, be examined and docketed by the Directors or any Three of their Number; and along with the
said

said Balance Sheet the Directors shall exhibit a Cast or Scheme of the Appropriation or Division of the Profit (if any has been realized) among the Proprietors, a Dividend according to which Cast or Scheme shall be declared at both or either the said General Meetings; but the said Directors shall be entitled, before declaring the Dividend, to set aside out of the said Profit such Sum as they may think proper to meet Contingencies, or for further enlarging, repairing, or improving the said Railway and other Works connected therewith, or any Part thereof, and to divide the Balance only among the Proprietors: Provided always, that no Dividend shall be made whereby the Capital Stock of the Company shall be in any degree reduced or impaired, nor shall any Dividend be paid in respect of any Share, after the Day appointed for Payment of any Call of Money in respect thereof, until such Call shall have been paid.

CLXI. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and to use and employ the said Railway, with Carriages and Engines properly constructed as by this Act directed, upon Payment only of such Rates and Tolls as shall be demanded by the said Company, not exceeding the respective Rates or Tolls by this Act authorized, and subject to the Provisions of this Act, and to the Rules and Regulations which shall from Time to Time be made by the said Company or by the said Directors by virtue of the Powers to them respectively by this Act granted.

Railway to be free on Payment of Rates, &c.

CLXII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time, when and as they shall think proper, to declare and make a Dividend among the Proprietors of all the Shares in the said Undertaking out of the clear Profits of such Undertaking, and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that such Dividends shall not be made oftener than twice in the Year, and no Dividend shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any degree be reduced or impaired, nor shall any Dividend be paid in respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof until such Call shall have been paid.

Dividend to be declared.

CLXIII. And be it further enacted, That previously to any Dividend being declared out of the net Profits of the said Company it shall be lawful for the said Directors (unless otherwise directed by a General Meeting of the said Company) to set apart One Tenth Part or any less Part of such net Profits to form a Fund for the Purpose herein-after mentioned, and the remaining Nine Tenths or other greater Parts only of such net Profits shall in that Case be divisible among the Proprietors of the said Company, any thing herein-before contained to the contrary notwithstanding: Provided always, that if at any Time such reserved Fund shall amount to the Sum of One hundred thousand Pounds, then and in such Case the whole of such net Profits shall be divisible among the Proprietors of the said Company:

A reserved Fund to be set aside before Dividends made.

pany : Provided also, that any General or any Special General Meeting of the said Company may and they are hereby authorized to order the whole of the net Profits of the said Company to be divided amongst the said Proprietors.

Reserved Fund to be invested in the Public Funds, and accumulated until amounting to 100,000*l.*, or ordered to be divided.

CLXIV. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to lay out and invest in the Names of Four Trustees for and on behalf of the said Company, to be nominated by the said Directors, such One Tenth or other less Part of the said net Profits as and when the same may be set apart as aforesaid in such of the Public Stocks or Funds of *Great Britain* as the said Directors shall deem expedient, and from Time to Time to lay out and invest the Dividends and Interest arising from such Funds or Stocks in the same or any other Public Stocks or Funds, in order that the same may accumulate at Compound Interest until the Fund so formed shall amount to the Sum of One hundred thousand Pounds: Provided always, that when such Fund shall by Accumulation or otherwise amount to the Sum of One hundred thousand Pounds, the Interest and Dividends thereof shall no longer be invested, but shall be applied for the general Purposes of the said Company: Provided also, that it shall be lawful for any General or Special General Meeting of the said Company to divide and dispose of the Whole or any Part of such reserved or accumulated Fund among the said Proprietors in proportion to the Shares in the said Undertaking, or otherwise for the Benefit and Use of the said Undertaking.

Reserved Fund may be resorted to instead of making Calls upon Proprietors.

CLXV. And be it further enacted, That it shall be lawful for the said Directors to resort to the reserved or accumulated Fund so to be formed as aforesaid, in order to satisfy any Claim or Demands upon the said Company, instead of making any Call upon the Proprietors of the said Company for the Payment of any further Sum or Sums in respect of their Shares.

When reserved Fund reduced below 50,000*l.* Part of the Profit again to be reserved, and to accumulate.

CLXVI. And be it further enacted, That when and so often as the Fund to be formed as aforesaid shall, by reason of any Vote of any Meeting as aforesaid, or of any such Claim or Demand, or from any other Cause, have been reduced below the Sum of Fifty thousand Pounds, One Tenth or any less Part of the net Profits of the said Company may again in like Manner be set apart and invested, and the Interest and Dividends thereof in like Manner again be allowed to accumulate at Compound Interest until such Fund shall again amount to the Sum of One hundred thousand Pounds or any less Sum, and such reserved or accumulated Fund shall then thereafter be liable to be again from Time to Time either wholly or in part divided or otherwise appropriated in manner herein-before authorized.

Directors empowered to vary Securities in which reserved Fund may be in-

CLXVII. And be it further enacted, That it shall be lawful for the said Directors from Time to Time as they shall think proper to vary or transpose the Funds or Stock, or any of them, in which the said Monies or reserved Fund, or any Part thereof, shall from Time to Time be invested, and also to sell and dispose of all or any Part of

of

of the said reserved Funds and Stock, and to convert the same into Money for the Purpose of satisfying any Claims or Demands upon the said Company as herein-before mentioned.

vested, and to sell out the same.

CLXVIII. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Articles, Matters, and Things which shall be carried or conveyed upon or along the said Railway or any Part thereof, any Rates or Tolls not exceeding the following; (that is to say,)

Rates of Tonnage allowed to be taken by the Company for the Use of the Railway.

For all Dung, Compost, and all Sorts of Manure, Lime, and Limestone, Coals, Culm, Sand, and Ironstone, and all undressed Materials for the Repair of public Roads or Highways, the Sum of Two-pence *per Ton per Mile*:

For all Coke, Charcoal, Cinders, Building, Pitching, and Paving Stones, Bricks, Tiles, Slates, Clay, Iron Ore, Pig, Bar, Rod, Hoop, Sheet, and all other similar Descriptions of wrought Iron and Castings not manufactured into Utensils or other Articles of Merchandize, the Sum of Two-pence Halfpenny *per Ton per Mile*:

For all Sugar, Grain, Corn, Flour, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, the Sum of Three-pence *per Ton per Mile*:

For all Cotton and Wools, Hides, Drugs, manufactured Goods, and all other Wares, Merchandize, Articles, Matters, or Things, the Sum of Four-pence *per Ton per Mile*.

CLXIX. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for and in respect of Passengers, Beasts, Cattle, and Animals conveyed in Carriages upon the said Railway, any Tolls not exceeding the following; (that is to say,)

Tolls allowed to be taken by Company.

For every Person conveyed in or upon any such Carriage, the Sum of Two-pence *per Mile*:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, the Sum of Two-pence *per Mile*:

For every Calf or Pig, Sheep, Lamb, or other small Animals, conveyed in or upon any such Carriage, the Sum of One Penny *per Mile*:

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on the said Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, the Sum of Five-pence *per Mile*, and a like Sum of Five-pence *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

CLXX. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive or stationary Engines or other Power for the drawing or propelling of any Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway, and also along and upon any other Railway communicating

Company empowered to provide and charge for locomotive or other Power.

municating therewith, and to receive, demand, and recover such Sums of Money for the Use of such Engines or other Power as the said Company shall think proper, in addition to the several other Rates, Tolls, or Sums by this Act authorized to be taken.

Company to carry Passengers, Goods, &c., and to charge for Carriage.

CLXXI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized (if they shall think proper) to use and employ locomotive and stationary Engines or other moving Power, and, in Carriages or Waggon drawn or propelled, thereby to carry and convey upon the said Railway, and also along and upon any other Railway communicating therewith, all such Passengers, Cattle, or other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things, as shall be offered to them for that Purpose, and to make such reasonable Charges for such Carriage and Conveyance as they may from Time to Time think proper and determine upon, in addition to the several Rates or Tolls by this Act authorized to be taken: Provided always, that it shall not be lawful for the said Company, or for any Person using the said Railway as Carriers, to charge for the Conveyance of any Passenger upon the said Railway any greater Sum than the Sum of Three-pence Halfpenny *per* Mile, including the Toll or Rate herein-before granted.

Packages containing Goods of a dangerous Quality to be marked.

CLXXII. And for the better preventing Accidents or Injury which might arise on the said Railway and Works from the unsafe and improper Carriage of certain Goods and Merchandize upon the same, be it further enacted, That every Person who shall send or cause to be sent by the said Railway any Aquafortis, Oil of Vitriol, Gunpowder, or other Goods of a dangerous Quality, shall distinctly mark or state the Nature of such Goods on the Outside of the Package containing the same, or shall otherwise give Notice in Writing to the Book-keeper or other Servant of the said Company with whom the same shall be left at the Time of so sending or causing the said Goods to be sent, on pain of forfeiting for every Default herein the Sum of Ten Pounds: Provided always, that the said Company shall not be compelled or compellable to carry upon the said Railway any Gunpowder or other Goods which in the Judgment of the said Company shall be of a dangerous Character, and it shall be lawful also for the said Company to restrain any other Persons from carrying thereon Gunpowder or such other Goods as aforesaid.

Passengers may carry Luggage without extra Charge.

CLXXIII. Provided also, and be it further enacted, That without extra Charge it shall be lawful for every Passenger travelling upon or along the said Railway to take with him Luggage not exceeding Sixty Pounds in Weight or Four Cubic Feet in Dimensions; and the said Company shall in no Case be in any way liable or responsible for the safe Carriage or Custody of or for any Loss of or Injury to any Articles, Matters, or Things whatsoever carried upon or along the said Railway, with or accompanying the Person of or belonging to any Passenger, or delivered for the Purpose of being carried, other than and except such Passenger's Luggage not exceeding the Weight or Dimensions aforesaid: Provided always, that nothing herein contained shall in any Case extend or be deemed or construed to extend to charge or make liable the said Company further or in any other Case than where,

according

according to the Laws of this Realm for the Time being, Stage Coach Proprietors and Common Carriers would be liable; nor shall any thing herein contained extend or be deemed or construed to extend in any degree to deprive the said Company of any Protection or Privilege which either now or at any Time hereafter Common Carriers or Stage Coach Proprietors have or may have, but the said Company shall from Time to Time and at all Times have and be entitled to the Benefit of every such Protection and Privilege.

CLXXIV. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to prevent the said Company from making any Agreement with any Person for the Hire or Use of any locomotive Engine or of any Carriage, and to pay for the same such reasonable Sum as may be agreed on between the said Company and such Person; any thing herein contained to the contrary thereof notwithstanding.

Act not to prevent Company from hiring locomotive Engines.

CLXXV. And whereas it would tend much to the Convenience of the Public if Railway Companies were empowered to enter into mutual Arrangements, so as to avoid the Necessity of a Change of Carriages and other Delays arising from a Diversity of Interests; be it therefore enacted, That, notwithstanding any thing in this Act contained, it shall be lawful for the said *Glasgow, Paisley, and Greenock* Railway Company and they are hereby empowered from Time to Time to make and enter into any Contract or Agreement with any Railway Company (and which Contract or Agreement all other Railway Companies are hereby empowered to make and enter into), either for the Division or Apportionment of the Rates, Tolls, and Duties, or for the Passage over or along the Railway by this Act authorized to be made of any Engines, Coaches, Waggon, or other Carriages of or belonging to any other Railway Company, or which shall pass over or along any other Line of Railway, or for the Passage over or along any other Line of Railway of any Engines, Coaches, Waggon, or other Carriages which shall belong to the said *Glasgow, Paisley, and Greenock* Railway Company, or which shall pass over or along their Line of Railway, upon the Payment of such Rates, Tolls, or Duties, and under such Conditions and Restrictions, as may be mutually agreed upon, and also to make and enter into any other Contract with any other Railway Company that may be deemed advisable; and every such Contract may contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the contracting Parties may respectively think advisable and mutually agree upon: Provided always, that no such Contract shall in any Manner alter, affect, increase, or diminish any of the Rates, Tolls, or Sums which the respective Companies Parties to such Contracts shall for the Time being be respectively authorized to have, demand, receive, or recover of or from any Person or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of any of the said Railways upon the same Terms and Conditions, and upon Payment of the same Rates, Tolls, and Sums, as they would have been in case no such Contract had been entered into; nor shall any such Contract give any Preference or Advantage to any Company or Person Party thereto over any other Company or Person, but all

Company empowered to contract with other Railway Companies.

such Companies and Persons so contracting shall, notwithstanding such Contract, pay the same Amount of Rates, Tolls, and Duties as shall from Time to Time be charged to other Companies or Persons not being Parties to such Contracts; and no Person or Party using the same Railway shall pay or be liable to pay any greater Amount of Rate, Toll, or Duty for or in respect of any Carriage, Passenger, Goods, Articles, Matters, or Things carried or conveyed upon or along or using the said Railway than any of such contracting Railway Companies.

Company authorized to fix the Prices of Parcels under Five hundred Pounds Weight.

CLXXVI. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for fixing and by such Orders to fix the Sum to be charged by the said Company in respect of small Parcels (not exceeding Five hundred Pounds Weight each) as to them shall seem proper: Provided always, that the Provision herein-before contained shall not extend to Articles, Matters, or Things sent in large aggregate Quantities although made up of separate and distinct Parcels, such as Bags of Sugar, Coffee, Meal, and the like, but only to single Parcels unconnected with Parcels of a like Nature which may be sent upon the Railway at the same Time.

Power to reduce or advance Tolls, Rates, &c.

CLXXVII. And be it further enacted, That it shall be lawful for the said Company from Time to Time as they shall think fit to reduce all or any of the Rates or Tolls by this Act authorized to be taken, and to take the reduced Rates, and afterwards from Time to Time again to raise the same or any of them, and then to take such higher Rates, so that the same respectively shall not at any Time exceed the Amount by this Act authorized.

Rates to be charged equally.

CLXXVIII. Provided always, and be it further enacted, That (save as herein-after excepted) the aforesaid Rates and Tolls to be taken by virtue of this Act shall at all Times be charged equally and after the same Rate *per* Mile in respect of all Passengers, Cattle, Goods, Matters, or Things carried on the said Railway, and after the same Rate *per* Ton *per* Mile throughout the whole of the said Railway in respect of the same Description of Articles, Matters, or Things; and that no Reduction or Advance in the said Rates and Tolls shall either directly or indirectly be made partially or in favour of or against any particular Person or Company, or be confined to any particular Part of the said Railway, but that every such Reduction or Advance of Rates and Tolls upon any particular Kind or Description of Articles, Matters, or Things shall extend to and take place throughout the Whole and every Part of the said Railway upon and in respect of the same Description of Articles, Matters, and Things so reduced or advanced, and shall extend to all Persons whomsoever using the same, or carrying the same Description of Articles, Matters, and Things thereon; any thing to the contrary thereof in anywise notwithstanding.

A List of Tolls to be painted on Boards and affixed in

CLXXIX. Provided always, and be it further enacted, That the said Company shall from Time to Time cause to be painted on Boards, and to be affixed and continued and renewed as often as the same shall be obliterated or defaced, to or upon every Toll House or Building

Building at which any of the Rates or Tolls by this Act authorized shall be collected or received, in some conspicuous Place, and in large and legible Characters, an Account or List of the several Rates and Tolls which the said Company shall from Time to Time direct and appoint to be taken, and which shall be payable by virtue of this Act; and in case any Collector of the Rates or Tolls aforesaid shall, after and whilst such Account or List shall be affixed as aforesaid, demand or take more than the Amount thereon specified, such Collector shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

conspicuous
Places.

CLXXX. Provided always, and be it further enacted, That in all Cases where any of the above-mentioned Articles, Matters or Things, or Persons shall be, by whomsoever or howsoever, carried or conveyed on the said Railway for a less Distance than Six Miles, the said Company are, notwithstanding any thing to the contrary in this Act contained, hereby empowered to demand and receive the Maximum of the aforesaid Rates, Tolls, and Charges, as the Case may be, for Six Miles, together with a reasonable Charge for the Expence of loading and unloading the same in Cases where the loading and unloading shall be done by the said Company, and which Charge the said Company are hereby authorized to make: Provided always, that the said Company shall not be allowed to take any greater Sum between *Port Glasgow* and *Greenock* or *Greenock* and *Port Glasgow*, in respect of Passengers and Goods passing between the said Towns, than shall amount to the Maximum Tolls allowed to be taken for, or as shall correspond to the precise Number of Miles between the said Two Towns, together with a reasonable Charge for the Expence of loading and unloading the same as aforesaid; and no greater Charge shall in any Case whatever be exacted as Expence of loading and unloading at *Port Glasgow* than is made or exacted at *Greenock*, wherever the Goods or Passengers may be destined to or may arrive from; and the said Charge for loading and unloading, both inclusive, at *Greenock* and *Port Glasgow*, of Goods carried between those Two Towns, shall not exceed the Sum of Three-pence *per* Ton for Hogsheads of Sugar and Tobacco, Puncheons of Molasses and Rum, and such like heavy Packages or Goods; and for all smaller Packages and light Goods so carried between the said Two Towns the Charge for loading and unloading, both inclusive, shall not exceed Sixpence *per* Ton; and that the same Rate for loading and unloading shall be levied equally and without Distinction or Preference on all similar Goods and Packages; and that no additional Charge shall be made for the taking up or putting down of Passengers either at *Greenock* or *Port Glasgow* beyond the before-mentioned Charge to be paid for their Conveyance from the one Town to the other respectively; and that a Depôt for the Reception of and for the loading and unloading of the before-mentioned Articles, Matters, or Things, as also a Station for taking up and putting down Passengers, shall be built or provided at the Expence of the said Company at each of the said Towns of *Greenock*, *Port Glasgow*, *Paisley*, and *Glasgow*, whenever and so soon as the Communication by means of the Railway shall have been completed between such Towns.

Regulating
the Charges
for short
Distances.

CLXXXI. And

Regulating
the Charge
in Cases of
fractional
Parts of a
Ton or of a
Mile.

CLXXXI. And be it further enacted, That (without Prejudice to any of the Provisions herein-before contained) in all Cases in which there shall be a Fraction of a Ton a Proportion of the said Rates or Tolls may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained therein, and when there shall be a Fraction of a Quarter of a Ton such Fraction shall be deemed and considered a Quarter of a Ton; and in all Cases in which there shall be a Fraction of a Mile in the Distance which any Carriage shall pass upon the said Railway beyond Six Miles, or any greater Number of Miles, the Proportion of the Rates or Tolls which shall be demanded and taken for such Fraction shall be after the Rate of the Number of Quarters of a Mile contained therein, and when there shall be a Fraction of a Quarter of a Mile such Fraction shall be deemed and considered as a Quarter of a Mile; and in order to ascertain and calculate with greater Precision and Facility the Distance for which such Rates or Tolls shall be demanded and taken upon the said Railway, the said Company shall cause the said Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof at the Distance of One Quarter of a Mile from each other.

Rates or Tolls
only payable
whilst Boards
remain.

CLXXXII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to demand or take any Rates or Tolls for or in respect of any Article, Matter, or Thing, or any Carriage, Passenger, or Cattle, carried or conveyed upon or along the said Railway, except during the Time that the said Board shall be so affixed as aforesaid, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distances for which such Rates or Tolls shall be taken, shall so remain set up, unless the same shall have been removed or obliterated without the Knowledge or Privity of the said Company, in which Case the same shall be restored by them with as little Delay as possible after Knowledge thereof.

Penalty on
Persons de-
facing, &c.
Boards.

CLXXXIII. And be it further enacted, That if any Person shall wilfully or maliciously pull down, deface, or destroy any Board whereon any Rules, Orders, Bye Laws, Rates, Tolls, Tonnages, or Duties shall be painted or written, or any Stones, Posts, or other Marks designating the relative Distances on such Railway, or shall actually or constructively concur or aid therein, he shall, on Conviction on Oath by One Witness before the Sheriff or One Justice of the Peace acting for the District wherein such Offence shall be committed (which Offence such Sheriff or Justice is hereby authorized to hear and determine), forfeit and pay to the said Company a Sum not exceeding Five Pounds for every such Offence.

For prevent-
ing Toll
Collectors
misbehaving.

CLXXXIV. And be it further enacted, That every Collector of the Rates or Tolls by this Act granted shall and he is hereby required to place his Christian and Surname painted on a Board in legible Characters in the Front or on some other conspicuous Part of the Toll House or other Building whereat he shall be then on Duty,
each

each of the Letters of such Name or Names to be at least Two Inches in Length and of a Breadth in proportion, and painted either in White Letters on a Black Ground or in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be upon Duty ; and if any Collector of the said Rates or Tolls shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty as such Collector as aforesaid, or shall demand or take a greater or less Rate or Toll from any Person than he shall be authorized to do by virtue of the Powers of this Act, or of the Orders and Resolutions of the said Company made in pursuance thereof, or shall refuse to permit or shall not permit any Person to read, or shall in anywise hinder any Person from reading, the Inscription on the Board to be affixed as aforesaid, or shall refuse to tell his Christian Name and Surname to any Person who shall demand the same, and who shall have paid the legal Rates or Tolls, or shall in answer to such Demand give a false Name or Names, or upon the legal Rate or Toll being paid or tendered shall unnecessarily detain, or wilfully obstruct, hinder, or prevent, any Carriage or Passenger from passing along the said Railway, or shall make use of any scurrilous or abusive Language to any Officer or Servant of the said Company, or to any Passenger upon or to any Person lawfully using the said Railway, then and in every such Case every such Collector shall forfeit and pay for every Offence any Sum not exceeding Ten Pounds.

CLXXXV. And be it further enacted, That the Rates, Tolls, and other Sums by this Act authorized to be taken shall be paid to such Person or Persons, at such Place or Places upon or near the said Railway, in such Manner and under such Regulations as the said Company or as the said Directors shall from Time to Time, by Notice to be annexed to the Account or List of Rates or Tolls, direct or appoint ; and in case of Refusal or Neglect, on Demand, to pay such Rates, Tolls, or Sums as may have become due unto the respective Persons appointed to receive the same as aforesaid, the said Company may sue for and recover the same by an Action in any competent Court, or the Person to whom such Rates, Tolls, or Sums ought to have been paid may and he is hereby empowered to seize the Goods, Articles, and other Things for or in respect whereof any such Rates, Tolls, or Sums ought to be or ought to have been paid, or any Part thereof, and the Carriage laden therewith, or any other Goods, Articles, or Things belonging to the Person liable to pay such Rates, Tolls, or other Sums, and detain the same until such Payment shall be made, together with all reasonable Charges for such Seizure and Detention ; and if such Goods, Articles, and Things shall not be redeemed within Twenty-one Days next after the taking thereof, the same shall be sold under the Authority of the Sheriff of the County wherein the same were seized, or where such Rates, Tolls, or Sums were payable, and such Rates, Tolls, Sums, and Charges satisfied thereout.

Recovery of Rates and Tolls.

CLXXXVI. And be it further enacted, That it shall be lawful for the said Company from Time to Time to let the Rates and Tolls by this Act made payable, or any Part thereof, upon the Whole or any Part of the said Railway, to any Person or Corporation for any Term

Company empowered to lease or farm the Rates and Tolls.

[*Local.*]

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which

which they shall think proper, not exceeding Seven Years from the Commencement of any such Lease, and to commence in Possession upon or within Three Months next after granting the same; and every such Lease shall be valid, and the respective Lessees thereof, and also such Persons as such Lessees shall appoint to collect and receive the Rates or Tolls so let, shall during the Continuance of such Lease be deemed Collectors of the Rates or Tolls so let out, but for the proper Use of the Lessees thereof, and shall have the same Power and Authority to collect and recover the same, and be subject to the same Rules, Duties, and Penalties, as if they had been appointed for that Purpose by the said Company: Provided that public Notice of the Intention to let the said Rates and Tolls, or the Part thereof intended to be let, shall be given by the said Company by Advertisement in One or more Newspaper or Newspapers published with in each of the Counties of *Renfrew* and *Lanark* at least Fourteen Days prior to any Meeting of the said Company or of the said Directors at which it may be intended that the said Rates and Tolls shall be let as aforesaid.

Power to
re-enter and
to remove
Collectors,
&c.

CLXXXVII. And be it further enacted, That in case any of the Rates or Tolls granted by this Act shall be let or farmed in any Manner whatsoever, and the Lessee or Farmer thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so let or farmed, or any of them, or in case all or any Part of any Rent agreed to be paid by any such Lessee or Farmer shall be in arrear or unpaid for the Space of Seven Days next after any of the Days on which the same ought to be paid, pursuant to the Lease, Agreement, or Contract for letting the same Rates or Tolls, or in case any temporary or other Collector of any of the said Rates or Tolls shall be discharged from his Office, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family, or any Representative of any such Collector who shall die, abscond, or absent himself, or be discharged, or in case any other Person being in Possession thereof shall refuse to deliver up Possession of any Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereto respectively belonging, to be erected or provided under the Powers or used for any of the Purposes of this Act, shall, for or within the Space of Seven Days after Demand thereof made in Writing given to him, or left at such Toll House, Office, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Collector or Person, such Demand in Writing to be signed by any Two or more of the said Directors, or by the Secretary or Clerk for the Time being of the said Company, or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable, then and in any of the said Cases it shall be lawful for any Sheriff acting within his Jurisdiction, upon Application made by the said Directors or by the Secretary or Clerk for the Time being of the said Company, to enter upon and take possession of every or any such Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereunto belonging, and to remove and put such Lessee, Farmer, or Collector, or other Person who shall be found therein, together with his Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates or Tolls, and to put the said Company or their Agent, or their
new

new Lessee, Farmer, or Tollector, into the Possession thereof, and thereupon it shall be lawful for the said Company to vacate or determine the Lease, Contract, or Agreement (if any) which was previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes, save as to the Conditions and Provisions for Payment of the Rent, or other unperformed or broken Obligations, Conditions, and Provisions on the Lessee's Part; and it shall be lawful for the said Company in every such Case, either during such Proceedings or on the Termination thereof, again to let or farm the said Rates or Tolls to the same or any other Person or Persons, or cause them to be collected, in such and the like Manner as if no former Lease, Contract, or Agreement had been made relative thereto.

CLXXXVIII. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing or being upon the said Railway shall give an exact and true Account in Writing signed by them to the Collectors of the Rates or Tolls, at the Places where they shall attend for that Purpose, of the Quantity of Goods and other Things as aforesaid which shall be in or upon the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded or left or taken off the said Railway; and if the Goods or Things contained in or upon any such Carriage shall be liable to the Payment of different Rates or Tolls, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Rates or Tolls; and in case any such Owner or other Person as aforesaid shall neglect or refuse so to give and deliver such Account or to produce his Bill of Lading to any Collector demanding the same, or shall give a false Account, or shall leave or deliver out or take off any Part of his Lading or Goods at any other Place than is mentioned in such Account, with an Intent to avoid the Payment of any of the said Rates or Tolls, and shall be thereof convicted before the Sheriff of the County wherein such Owner or other Person resides, or within which he may carry on Business, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every Ton Weight of Goods, or for any Parcel not exceeding One Hundred Weight, and so in proportion for any less Quantity of Goods than a Ton or One Hundred Weight (as the Case may be), which shall be in or upon such Carriage of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be fraudulently left, delivered out, or taken off as aforesaid, as the Case shall happen, over and above the Rate or Toll to which such Goods or Things may be liable.

Owners of Carriages to give Account of Lading.

CLXXXIX. And for better ascertaining the Weight of Goods and other Things to be charged with the Payment of Tonnage Rates or Tolls as aforesaid, be it further enacted, That as respects all such Goods and other Things as aforesaid (except Stone and Timber), One hundred and twelve Pounds Weight shall be deemed One Hundred Weight, and Twenty such Hundred Weight shall be deemed One Ton, and as respects Stone and Timber, Fourteen Cubic Feet of Stone,

Weight of Goods ascertained.

Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, and Ash, and Fifty Cubic Feet of all other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity, any Usage to the contrary notwithstanding.

For settling
Disputes
about the
Amount of
Rates or
Tolls.

CXC. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates or Tolls, or any other Officer or Servant of the said Company, and any Owner of or Person having the Charge of any Carriage passing or being upon the said Railway, or of any Goods, Articles, or Things in or on such Carriage, or respecting the Goods, Articles, or Things in or on such Carriage, or the Rates or Tolls due in respect thereof, it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to examine, weigh, measure, and gauge, or cause to be examined, weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and Things as shall be therein or thereon; and in case the same shall, upon such examining, weighing, measuring, or gauging, appear to be of greater Weight or Quantity or of different Quality than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage or the respective Owners of such Goods and other Things shall also, at the Option of the said Company, be liable to pay, the Costs and Charges of such examining, weighing, measuring, or gauging; but if such Goods, Articles, or Things shall appear to be of the same Quantity and Quality, or of less Weight or Quantity, than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such examining, weighing, measuring, or gauging, and shall also pay to such Owner of or Person having the Charge of such Carriage, and to the respective Owners of such Goods, Articles, or Things, such Damage as shall appear to the Sheriff of the County within which such Examination took place, on a summary Application to him praying him to inquire into and ascertain the Facts, to have arisen from or by such Detention; but in case it shall at any Time be made to appear to such Sheriff, upon the Complaint of the said Company, that such Detention, and examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Person as aforesaid, then such Collector or other Person as aforesaid shall himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or Things as aforesaid, such Damage as shall appear to and be adjudged by such Sheriff to have arisen from such Detention.

Owners to
put their
Names, &c.
on the Outside
of their
Carriages.

CXCI. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway, and carrying Passengers or Goods for Pay, Hire, or Reward, shall cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages and Engines, to be entered with the Clerk or other Officer of the said Company appointed for that Purpose, and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at the least and of a proportionate

portionate Breadth, on some conspicuous Part of the Outside of every such Carriage or Engine, so as to be always open to View, and shall permit every such Carriage or Engine to be weighed, measured, and gauged, at the Expence of the said Company, whenever it shall be required by the said Company or by any Person by them appointed for that Purpose; and every Owner or other Person having the Care of any Carriage or Engine, or who shall conduct the same upon the said Railway, without such Carriage or Engine having been previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Clerk, Secretary, or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage or Engine as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage or Engine to be weighed, measured, or gauged as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

CXCII. And be it further enacted, That the respective Owners of Engines and Carriages passing or being upon the said Railway and Works, or any Part thereof, shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by their Engines or Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said Railway, Machinery, Apparatus, or other Works made by virtue of this Act, or to or upon the Property of any other Person, either by loading or unloading such Carriages, or by any Means whatsoever; and if the Amount and Value of such Trespass, Damage, or Mischief shall be Twenty Pounds or less than that Sum, the same, with the Costs, Charges, and Expences, shall be recoverable under a summary Petition to the Sheriff of the County where the Trespass, Damage, or Mischief was done, or where the Party offending resides; but if the Amount or Value of the same exceeds Twenty Pounds, then the said Amount or Value, with the Costs, Charges, and Expences, shall be recoverable according to the usual Forms of Law in any competent Court.

Owners of Carriages to be accountable for Damage done by their Servants.

CXCIII. Provided always, and be it further enacted, That in case any Owner of any Carriage passing or being upon the said Railway and Works, or any Part thereof, shall be compelled to pay any Sum or Sums of Money as the Value or Amount of any Trespass, Damage, or Mischief, or the Costs, Charges, and Expences attending the same, by reason of any wilful Act, Neglect, or Default of any of his Servants, every such Servant shall be liable to pay such Sum or Sums of Money to such Owner; and in case of Nonpayment thereof within Ten Days after a Demand in Writing shall have been made on him personally or left at his Dwelling House, the said Sheriff shall, on Proof of the Payment, and of the said Demand being made or left as aforesaid, on the summary Petition of such Owner, either decern against such Servant

Owners to recover from their Servants any Money paid for their Neglect, &c.

[Local.]

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for

for the Amount and Expences, or grant Warrant to commit such Servant to some Common Gaol or House of Correction, there to remain without Bail for any Time not exceeding One Month, or Fourteen Days, with or without hard Labour.

Weights
allowed to be
carried on
the Railway.

CXCIV. And be it further enacted, That no Carriage shall carry or bear at any one Time upon the said Railway, including the Weight of such Carriage, more than Five Tons Weight, except in any One Piece of Timber, Block, or Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, which shall nevertheless not exceed the Weight of Eight Tons including the Weight of the Carriage, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Rates as they may from Time to Time direct or appoint, not exceeding Four-pence *per* Ton *per* Mile; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of the said Carriage, shall be carried upon any Part of the said Railway without the special Licence of the said Company, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Sum as they may deem proper.

Company to
regulate the
Passage on
the Railway.

CXCV. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and the Times when the same shall be open for Use, and for or relating to Travellers, Carriages, and Engines passing upon the said Railway, and for or relating to the Mode or Means by which and the Speed at which such Carriages and Engines shall from Time to Time be moved or propelled, and the Times of their Departure and Arrival, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods and other Things which shall be conveyed in or upon such Carriages, and also for preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon any such Carriages, or in any of the Stations or Premises occupied by or belonging to the said Company, and generally for regulating the passing upon or across and using or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations shall be published and affixed in like Manner as is herein-before directed with regard to the Bye Laws hereby authorized to be made, and shall be made equally applicable as well to the said Company as to all Persons using the said Railway, and shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages and Engines, and by all Persons using or working the said Railway and other Works, and by all Travellers and Passengers passing upon the said Railway, upon pain of forfeiting and paying a Sum not exceeding Five Pounds, which the said Company may attach to any such Default: Provided always, that in every Case of Infraction or Non-observance of any such Rules or Regulations which shall be attended with Danger to the Public or Annoyance to Travellers, or which shall

obstruct or hinder the said Company in their due and lawful Use and working of the said Railway, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger, or to remove or prevent such Obstruction, Nuisance, or Hindrance.

CXCVI. And be it further enacted, That no Carriage shall pass along or be upon the said Railway or any Part thereof, or the Works connected therewith, (except in directly crossing the same as herein authorized for the Occupation of the respective Lands through which such Railway shall be laid, or in passing any private Carriage Road which may happen to cross the said Railway,) unless such Carriage shall at all Times, so long as it shall be used or shall be on the said Railway and Works or any Part thereof, remain and be of such Construction and in such State and Condition as the Rules and Regulations of the said Company may at any Time require, (and which Rules and Regulations the said Company are hereby expressly authorized to make and wholly or partially to alter or revoke from Time to Time, with Power to make new Rules and Regulations from Time to Time in lieu of or in addition to any former Rules and Regulations,) provided the same be made equally applicable as well to the said Company as to all Persons using the said Railway: Provided also, that all the Rules and Regulations which the said Company may from Time to Time make in regard to such Carriages shall, before they shall have any Effect as Rules and Regulations, be advertised twice in some One or more Newspaper or Newspapers published in each of the said Counties of *Renfrew* and *Lanark*; and such Publications as aforesaid shall be deemed and taken to be sufficient for all Purposes, and to be express Notice of all such Rules and Regulations to all Persons and Companies whomsoever; and the Production of a Newspaper published in either of the said Counties, containing a Notice purporting to be a Notice of the Rules and Regulations of the said Company, shall for all Purposes be considered sufficient Evidence of the due making and Publication of such Rules and Regulations: Provided also, that if any Dispute shall at any Time and from Time to Time arise between the said Company and the Owner of any such Carriage as to the State or Condition at any Time of any such Carriage in reference to the existing Rules and Regulations of the said Company, such Disputes shall from Time to Time when and as they may arise be immediately referred to Three indifferent Persons, one to be appointed by the said Company, and another by the Owner of any such Carriage, and the Third to be appointed by the Two so first appointed previous to their entering on the Business of the Reference, and the Decision in Writing of such Two Arbitrators and their Umpire, or of any Two of them, (as the Case may be,) shall be final and conclusive; and if either the said Company or the said Owner shall for Ten Days after being so required in Writing by the other of them neglect or refuse to appoint a Referee to act on their or his Behalf, then the Referee of the other Party may alone make a final Decision in Writing, and such Award or Decision shall be admitted in all Courts, and before all Judges, Justices, and others, as sufficient Evidence for all Purposes whatsoever; and if any Carriage, not being in the State and Condition which the Rules and Regulations of

Carriages not to be used unless constructed as directed by the Company.

of the said Company in existence at that Time may require, shall pass or be upon any Part of the said Railway or the Works connected therewith (except as aforesaid), the Owner thereof, or his Servant or any One of his Servants having for the Time being the Charge of any such Carriage, shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Engines
used on the
Railway to be
approved by
the Com-
pany.

CXCVII. And whereas, for the greater Security of Passengers and other Persons travelling upon and using the said Railway, it is expedient that the moving Powers to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Regulation of the said Company; be it therefore enacted, That no locomotive or other Engine, or other Description of moving Power, shall at any Time be brought upon or used on the said Railway unless the same shall first have been approved of by the said Company; and it shall be lawful for the said Company and they are hereby required, within Fourteen Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent to inspect and examine such Engine at any Place within Three Miles of the said Railway, and in case such Engine shall be fit and proper to be used on the said Railway the said Engineer shall give a Certificate to the Party requiring the same of his Approval of every such Engine; and it shall be lawful for the said Company from Time to Time, when any Engine is out of repair or unfit to be used upon the said Railway, to order the same to be taken off, or to forbid the same to be used upon the said Railway: Provided always, that in case of any Difference of Opinion between the said Company and the Owner of any such Engine as to the Fitness or Unfitness thereof for the Purpose of being used on the said Railway, then and in such Case it shall be referred to the Arbitration of Two competent and indifferent Persons and their Umpire, in like Manner as in the Case of Disputes respecting Carriages to be used on the said Railway, to determine whether such Engine is or is not of such Construction, or in such State and Condition, as to render the same fit to be used on the said Railway; and in case the said Arbitrators or any Two of them shall decide that such Engine is fit to be used on the said Railway, then and in such Case the said Company shall be bound to admit the same thereupon, and shall make such Compensation to the Owner of such Engine for the Loss, Injury, or Inconvenience he may have sustained by the Stoppage or Removal of the said Engine from working on the said Railway as the said Arbitrators shall determine; and in case any Person shall bring or use upon the said Railway any locomotive or other Engine, or any other moving Power, without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove from or not to use upon the said Railway any such Engine as aforesaid, the Person to whom such unfit Engine shall belong shall not forthwith remove the same, or obtain an Award in manner herein-before mentioned authorizing the same to remain on the said Railway, or shall use any such Engine upon the said Railway without having first repaired the same to the Satisfaction of the said Company, and obtained such Certificate of Approval as aforesaid, every such Person shall forfeit and pay any

any Sum not exceeding Twenty Pounds for every such Offence, and the said Company are hereby authorized to remove such Engine from the said Railway.

CXCVIII. And be it further enacted, That the Boiler of every locomotive Steam Engine to be worked on the said Railway shall be constructed on an efficient Principle of consuming its own Smoke, or shall use Coke as Fuel, under a Penalty of Five Pounds for every Day during which such Engine, not being constructed as aforesaid, or not using Coke, shall be worked on the said Railway, to be levied as other Penalties are leviable under this Act: Provided always, that nothing herein contained shall extend to compel the said Company to construct their Engines passing between *Glasgow* and *Paisley* in any other Manner, or to use any other Description of Fuel between the said Two Towns, than may be required under the Provisions of any Act for making a Railway from *Glasgow* to *Ayr*, the Line whereof between *Glasgow* and *Paisley* may be identical with the Line hereby authorized to be made.

Locomotive Engines to consume their own Smoke.

CXCIX. Provided always, and be it further enacted, That it shall be lawful for the respective Owners, Lessees, and Occupiers of Lands, Works, or Mining Privileges through which the said Railway shall be made, and their respective Servants and Workmen, (except in Cases in which the said Company shall at their own Expence have made proper and convenient Communications from the Land on the one Side of the said Railway to the Land on the other Side thereof, according to any Agreement with any Owner, Lessee, or Occupier thereof, or according to the Provisions of this Act,) at all Times to pass and repass, and to ride, lead, or drive any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, directly, but not otherwise, over and across such Part and such Part only of the said Railway as shall be made in or upon their respective Lands for the Purpose of occupying the same Lands, or for the Use and Exercise of their Works or other Mining Powers, without Payment of any Rate or Toll for the same; provided that by so doing, or by consequence thereof, the Passage upon or along the said Railway be not in any way hindered or obstructed, or the same or the Works connected therewith be not in any way damaged.

Owners and Occupiers of adjoining Lands may cross Railway without Payment of Toll.

CC. Provided also, and be it further enacted, That so soon as the said Company shall have constructed proper Bridges, Archways, Culverts, or Passages over or under the said Railway, and communicating between the Lands of the Owner or Owners respectively on one Side of the said Railway and the Lands of the same Owner or respective Owners on the other Side of the said Railway, together with lateral Paths or Roads along each Side of the said Railway, and from each of such Bridges, Archways, Culverts, or Passages to the others or other of them, within the respective contiguous Lands of each such Owner, the Right of every such Owner from or between and along whose Lands such Bridges, Archways, Culverts, or Passages and Paths or Roads shall have been made, and also of the Occupier and Occupiers of such Lands, and the Servants and Workmen of every such Owner and Occupier, to pass over the said Railway, and to ride, lead, or

Right of such Owners and Occupiers to cross the Railway to cease when proper Communications are made.

[Local.]

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drive

drive any Horse, Mule, or Ass, Cow, or any other Neat Cattle, Sheep, Swine, or any other Beast, across the said Railway, pursuant to the Power herein-before contained, shall altogether cease, determine, and be at an end.

Compensation in lieu of Gates, Bridges, &c.

CCI. Provided always, and be it further enacted, That in every Case in which the Fiar of any Lands shall in his Arrangements with the said Company have received or agreed to receive Compensation for or on account of any Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, instead of the same being erected or formed for the Purpose of facilitating the Passage to or from either Side of the Lands severed or divided by the said Railway, it shall not be lawful for such Fiar, or those claiming under him, to pass, and they shall for ever be prevented from passing or crossing the said Railway from one Part to the other Part of the Lands so severed and divided, otherwise than by a Bridge, Arch, or Culvert to be erected at the Charge of such Fiar or those claiming under him.

Railway not to be used as a Passage for Horses or other Cattle.

CCII. Provided always, and be it further enacted, That if any Person (save and except the said Company and their Agents and other Persons authorized by them, and by them authorized for the Purposes only of the said Undertaking,) shall ride, lead, or drive, or cause to be ridden, led, or driven, or shall aid or assist in leading or driving, or shall permit or suffer to be upon such Railway or any Part thereof, any Horse, Mule, or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or any other Beast or Animal, (except only in directly crossing the same at any Roads or Places to be appointed for that Purpose, or for the necessary Occupation as aforesaid of the respective Lands, Works, or Mining Privileges through which the said Railway shall pass,) every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on Persons on Foot using the Railway.

CCIII. And whereas it may be attended with very great Danger if the said Railway should be used by Persons on Foot; be it therefore enacted, That if any Person shall be or travel or pass upon Foot upon the said Railway without the Licence and Consent of the said Company, (unless for the Purpose of attending any Carriage under his Care, or in crossing the said Railway by any Road or Footway on the Level thereof, and except the respective Owners or Occupiers of Lands through which the said Railway shall pass, and their respective Servants in passing across or over the same as herein-before authorized,) every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on Persons obstructing the free Course of the Railway.

CCIV. And be it further enacted, That if any Person shall throw, place, or wilfully scatter or drop any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the said Railway, or shall extinguish any Light or Lamp set up on or near the said Railway or other Works, (unless by Authority of the said Company,) or shall wilfully obstruct or prevent any Person in the lawful Execution of this Act, or shall wilfully or maliciously do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he and every Person actually or constructively aiding or assisting therein shall re-
spectively

spectively forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

CCV. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Thirty Inches over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage or any Goods or Things shall be placed or be suffered to remain on any Part of the said Railway or other Works so as to obstruct the Passage or working thereof, and the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request made remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, such Person shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Period than an Hour; and it shall be lawful for any Agent or Officer of the said Company to cause any such Carriage, Goods, or Things to be unloaded, if necessary, and to be removed, in such Manner as shall be proper for preventing, terminating, or removing such Obstruction, and to detain such Carriage, Goods, or Things, or any Part thereof, until the Expences occasioned by such unloading, Removal, or Detention shall be paid; and the said Company shall not, nor shall any Agent or Officer of the said Company, be liable or accountable for any Damage or Loss occasioned by any such unloading, Removal, or Detention, or for any Delay occasioned thereby, or in any other way relating thereto, except for wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained, nor shall they or he be liable for the safe Custody of any such Carriage or any Goods or Things which shall be so detained unless the same shall be wrongfully detained by the said Company or by the said Agent or Officer, and then only for so long a Time as the same shall be so detained.

Penalty for obstructing the Passage of the Railway by over-loading, &c.

CCVI. And be it further enacted, That if any Person shall wilfully or maliciously, and to the Detriment of the said Undertaking or of the said Company, injure, break, throw down, remove, or destroy any Part of the said Railway or other Works erected or made by virtue of this Act, or any Part of the Materials of any such Works, every Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Twenty Pounds and not less than Two Pounds, over and above paying the full Amount of Damages thereby done to the said Railway and Works.

Penalty on destroying the Works.

CCVII. And whereas it is expedient, for the further Security of Property, and the better Conduct of the Business on the said Railway, after the same or any Part thereof shall be completed, that Punishment beyond that which is now by Law provided shall be inflicted upon any Person in the Service of the said Company, or of any Person who may at the Time be using the Railway, who may be found in a State of Drunkenness on any Part of the said Railway, or in any of the Stations, Warehouses, or other Works connected therewith; be it therefore enacted, That if any Person in the Service for the Time being of the said Company, or of any Person who may at the Time be using

Punishment of Persons in the Service of the Company for Drunkenness.

using the Railway, shall be found on any Part of the said Railway, or within any of the Stations, Warehouses, or other Premises connected therewith, to be in a State of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds and not less than Ten Shillings.

Damages and Charges, in Cases of Dispute, to be settled by the Sheriff.

CCVIII. And be it further enacted, That in all Cases wherein Damages, Charges, Costs, or Expences are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount, in case of Nonpayment thereof or of any Dispute respecting the same, shall be ascertained and decerned for by the Sheriff of the County wherein such Damages, Charges, Costs, or Expences shall be incurred or be directed to be paid, on a summary Petition presented to him by the Party entitled to recover the same; and where by this Act any Damages, Charges, Costs, or Expences are directed to be paid in addition to any Penalty for any Offence, the Amount of such Damages, Charges, Costs, and Expences, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be settled and determined by the Sheriff by or before whom any Offender shall be convicted of such Offence; and such Sheriff is hereby authorized and required, on Nonpayment in any of the Cases aforesaid, to enforce Payment of such Damages, Charges, Costs, and Expences by a Warrant to poind and sell the Offender's Goods and Effects in manner by this Act directed for the levying of any Penalties or Forfeitures.

In case of Nonpayment of Compensation for Damages, &c., the same to be levied by poinding and Sale of the Goods of the Company.

CCIX. And be it further enacted, That whenever any Money shall by any Sheriff be decerned to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company, or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Ten Days after Demand in Writing shall have been made upon the said Company in pursuance of the Direction or Order made by such Sheriff, and in which Demand the Order of such Sheriff shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Poinding and Sale of any Goods or Effects of the said Company; and in case any Overplus shall remain after Payment of such Money and Expences, such Overplus shall be returned, on Demand, to the said Company.

Recovery and Application of Penalties.

CCX. And be it further enacted, That all Forfeitures and Penalties imposed by this Act shall and may, except in Cases herein otherwise specially directed, be sued for by the said Company or any Person aggrieved by any Act of the said Company, and be adjudged and recovered by and under the Authority of any Sheriff having Jurisdiction over the Party complained of; and it shall be lawful for the said Sheriff, on Complaint made to him by the said Company or Person aforesaid of any Offence against this Act, and he is hereby required, to grant Warrant to summon the offending Party before him, and upon Proof of such Offence by voluntary Confession, or by the Oath of One or more credible Witnesses, or other legal Evidence, forthwith to give Judgment

‘mitted], contrary to an Act passed in the First Year of the Reign of
 ‘ Her Majesty Queen *Victoria*, intituled [*insert the Title of this Act*],
 ‘ which hath imposed a Forfeiture of _____ for the said Offence.
 ‘ According to Justice.’ (Signed) ‘ *A.B.*’

Form of
 Conviction.

[*Here insert Place and Date 183 .*]
 ‘ *E.F.* is convicted before me *C.D.*, Sheriff or Sheriff Substitute
 ‘ of the County of _____ [*here describe the Offence, and the*
 ‘ *Time and Place when and where committed,*] contrary to an Act
 ‘ passed in the First Year of the Reign of Her Majesty Queen
 ‘ *Victoria*, intituled [*insert the Title of this Act*]; and I decern for
 ‘ [*here insert Forfeiture or Penalty*], and grant Warrant for Recovery
 ‘ thereof by Pounding and Sale [*or grant Warrant to incarcerate the*
 ‘ said *E.F.*, *et cetera, as the Case may be*], all in Terms of the said
 ‘ Act.’ (Signed) ‘ *C.D.*’

Proceedings
 not to be
 quashed for
 Want of
 Form.

CCXIII. And be it further enacted, That no Proceeding to be had
 or taken in pursuance of this Act shall be quashed or vacated for
 Want of Form, or on the Ground of no Record having been made,
 nor shall the same be removed from before any Sheriff by Advocā-
 tion, nor shall the Orders, Judgments, or Decrees of the Sheriff be
 subject to Review or Stay of Execution by Suspension, Reduction, or
 other Process, any Law or Statute to the contrary notwithstanding.

Sheriff to
 appoint Spe-
 cial Con-
 stables.

CCXIV. And be it further enacted, That it shall be lawful for
 the Sheriff of each of the several Counties in which the said Railway
 and Works, or any Part thereof, may be situated, and he is hereby
 required, from Time to Time to appoint, at the Expence of the said
 Company, such fit and proper Persons as he shall think proper during
 the Construction of the said Railway, or as the said Company or any
 Three of the Directors thereof may nominate to him for that Pur-
 pose, to be Special Constables or Officers within the said Railway
 and other Works, and every or any Part thereof; and every Person
 so appointed shall make a Declaration in due Form of Law, as herein-
 before provided, before the Sheriff or Sheriffs by whom he shall be
 so appointed, duly to execute the Office of a Constable or Officer for
 the said Premises; and every Person so appointed as aforesaid shall
 have Power to act as a Constable and Officer for the Preservation of
 the Peace, and for the Security of Persons and Property against
 Felonies and other unlawful Acts within the Limits of the said
 Premises, and within Five hundred Yards thereof, and shall, after the
 making of such Declaration, have, use, exercise, and enjoy all such
 Powers, Authorities, Protections, and Privileges for the apprehending
 Offenders as well by Night as by Day, and for doing all Acts, Mat-
 ters, and Things for the Prevention, Discovery, and Prosecution of
 Felonies and other Offences, and for the Preservation of the Peace,
 as Constables or Officers duly appointed now have by the Laws and
 Statutes of this Kingdom; and it shall be lawful for the said during
 the Construction of the said Railway or afterwards for the said
 Sheriff or any Three or more Directors of the said Company to
 dismiss or remove any such Constable or Officer from his Office;
 and upon every such Dismissal or Removal all Powers, Authorities,
 Protections, and Privileges by virtue of such Appointment as aforesaid
 vested in any Person so dismissed or removed shall wholly cease;

and every Person so appointed by such Sheriff as aforesaid shall, during such Time as he shall act as Constable for the Purposes aforesaid, receive from the said Company such Salary as the said Sheriff shall approve of, and such Salary shall be payable at such Times and in such Manner as the said Sheriff shall appoint, and shall be recoverable in the same Manner as Damages to a small Amount are by this Act directed to be recovered.

CCXV. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Sheriff touching any Matter or Fact contained or involved in or affecting any Complaint laid in pursuance of or for any Offence committed against this Act, or any Matter which is hereby referred to any Sheriff either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath or (in the Case of a Quaker) on Affirmation, to give Evidence before such Sheriff, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

For compelling Witnesses to attend.

CCXVI. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act or otherwise, against or by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Two or more of the Directors of the said Company to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of qualifying any Person to give Evidence as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid, and also to do any other Act, Matter, or Thing in any such Action, Suit, Arbitration, Reference, or other Proceeding which any Plaintiff or Defendant may do in any Action, Suit, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

Directors empowered to grant Releases to Witnesses.

CCXVII. And be it further enacted, That in all Cases of Prosecution for Offences against any of the Bye Laws, Orders, or Rules of the said Company the Production of a written or printed Paper purporting to be the Bye Laws, Orders, or Rules of the said Company, and authenticated by having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence and of the due making of such Bye Laws, Orders, or Rules; and it shall be sufficient to prove that a printed Paper or painted Board, containing a Copy of such of the Bye Laws, Orders, or Rules as shall subject any Person (not being a Proprietor of the said Company) to any Fine or Penalty, hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced or damaged hath been replaced

Authenticated Bye Laws to be Evidence.

placed as soon as conveniently might be, unless Proof shall be adduced by the Defender that such printed Paper or painted Board is not a Copy of such Bye Laws, Orders, or Rules, or hath not been duly affixed and generally continued in manner by this Act directed.

Declaring
what shall be
good Service
of Notice on
the Com-
pany.

CCXVIII. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon the Secretary or Clerk of the said Company, or leaving the same at the Office of the said Company or at the Office of the Secretary or Clerk, or delivering the same to some Inmate at such Office of the Company, or at the last or usual Place of Abode of such Secretary or Clerk, or in case the same respectively shall not be found or known, then personal Service thereof upon any other Agent of or Officer employed by the said Company, or on any One Director of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Agent, Officer, or Director, shall be deemed good and sufficient Service of the same respectively on the said Company: Provided always, that in all Cases wherein by virtue of this Act the said Company may be competently cited before any of the said Sheriffs of the Counties of *Lanark* and *Renfrew*, or charged on his Decree, such Service or Charge may be made by any Messenger-at-Arms or Sheriff's Officer in virtue of the original Order or Warrant or Decree of such Sheriff, without the Necessity of Letters of Supplement or the Indorsation of any other Judge.

Declaring
what shall be
good Ser-
vice of
Notice by
the Com-
pany.

CCXIX. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity or otherwise, upon any Person or Corporation, under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon the Clerk or other Officer of such Corporation, or delivering the same to some Inmate of the last or usual Place of Abode of such Person, or of such Clerk or other Officer of such Corporation, or at the Office of such Clerk or other Officer, or in case such Clerk or Officer or his Residence cannot be conveniently found or known, then personal Service upon any Member or Agent of such Corporation, or delivering the same to some Inmate of the last or usual Place of Abode of such Member or Agent, shall be deemed good and sufficient Service of the same respectively upon such Person or Corporation (as the Case may be), except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that when such Persons shall be absent from *Scotland* the said Summons, Demand, Notice, Writ, or other Proceeding at Law or in Equity, or otherwise, shall also be served personally on the known Factor or Agent of such Person (if any), to be delivered to some Inmate at the last or usual Place of Abode of such Factor or Agent; and that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by One Director or by the Secretary or Clerk of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or in Print, or partly in Writing and partly in Print.

CCXX. And

CCXX. And be it further enacted, That in case any Person against whom the said Company may have any Claim or Demand shall become bankrupt or insolvent, the Secretary or Clerk or Treasurer of the said Company for the Time being may do all the same Acts and have and exercise all the same Powers and Privileges as to the Establishment or Proof of Debts, voting in Choice of Interim Factor and Trustee, acceding to Compositions and Discharges, and other Matters and Things in respect of or relating to the Claim or Demand of the said Company, as any Person being a Creditor of such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

How Debts
may be
proved in
Cases of
Bankruptcy.

CCXXI. And be it further enacted, That no Action, Suit, or Complaint, nor any Proceeding of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under this Act, unless Twenty Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Complaint, or other Proceeding to the intended Defender, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Months next after the Act committed, or in case there shall be a Continuation of Damage, then within Six Months next after the doing or committing such Damage shall have ceased; and the Defendant in such Action, Suit, Complaint, or other Proceeding may give this Act and the special Matter in Evidence at any Trial to be had thereupon, and plead that the Acts were done or omitted to be done in pursuance of or by the Authority of this Act; and if they shall appear to be so done or to have been so omitted to be done, or if it shall appear that such Action, Suit, Complaint, or other Proceeding shall have been brought otherwise than as hereinbefore directed, then and in every such Case Judgment shall be given for the Defender; and if any such Action shall be dismissed, or found irrelevant, or be allowed to fall asleep, or if Judgment be given for the Defender, the Pursuer shall be found liable to him in Costs, to be settled by the Court wherein such Action, Suit, Complaint, or other Proceeding as aforesaid may have been brought.

Limitation
of Actions.

CCXXII. And be it further enacted, That no Pursuer shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding made or committed in the Execution of this Act, or in, under, or by virtue of any Power or Authority hereby given, if sufficient Tender of Satisfaction shall have been made by or on behalf of the Party who shall have committed such Irregularity, Trespass, or other wrongful Proceeding before such Action shall be brought; and in case no Tender shall have been made it shall be lawful for the Defender in any such Action, by Leave of the Court where such Action shall depend, at any Time before the Record is closed to pay into Court such Sum of Money as he shall think fit, whereupon such Proceedings, Order, and Adjudication shall be had and made in and by such Court as in other Actions where Defenders are allowed to pay Money into Court.

Pursuers not
to recover
after Tender.

Directors
not person-
ally answer-
able for Acts
legally done
as Directors.

CCXXIII. And be it further enacted, That none of the Directors of the said Company hereby appointed or hereafter to be appointed under the Authority of this Act shall, by reason or means or on account of his being Party to, or making, signing, or executing, in his Capacity of Director of the said Company, pursuant to this Act, any Contract, Agreement, or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to the said Directors by this Act, be subject or liable to be sued or prosecuted, either collectively or individually, by any Person whomsoever in any Court of Law or Equity or elsewhere; and that the Bodies, Goods, Lands, or Tenements of the said Directors or any of them shall not, by reason, on account, or in consequence of any such Contract or other Instrument so entered into or made, signed or executed, by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, pinded, or adjudged, but that in every such Case any Person making any Claim or Demand upon the said Company or upon any Directors thereof, under or by virtue of any such Contract or Instrument or other lawful Act, may sue the said Company in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

For the In-
demnity of
Directors.

CCXXIV. And be it further enacted, That the Directors, their Heirs, Executors, or Administrators, shall be indemnified and saved harmless from and against all Payments made or Liability incurred, and all Acts, Deeds, Matters, and Things executed, done, or ordered, and all Sums of Money, Losses, Costs, Charges, and Damages which they shall incur in the Execution of the Powers and Authorities hereby granted to them; and they shall be so indemnified out of the Assets for the Time being of the said Company, and, if necessary, by Calls for that Purpose of the Capital which may remain unpaid; and the Directors for the Time being of the said Company shall apply the then existing Funds, Assets, and Capital of the said Company for the Purposes of such Indemnity and Reimbursement.

Railway
between
Glasgow and
Paisley to
belong to
both Com-
panies.

CCXXV. And whereas the Line of Railway as laid down on the Plans deposited as herein-before mentioned, and the Line of another Railway now before Parliament to be called "The *Glasgow, Paisley, Kilmarnock, and Ayr* Railway," follow the same or nearly the same Course from a Point on the South Side of *King's Street* of *Tradeston* in *Glasgow* to a Point on the West Side of *Moss Street* in the Town of *Paisley*, and it is expedient and for the Benefit of the Public that only One Line of Railway should be made between such Points, and that the Arrangement herein-after provided should be entered into with that View, under the Sanction of Parliament, between the Parties promoting the said respective Lines of Railway; be it therefore enacted, That in case the Act for making the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway shall pass into a Law during the present or next ensuing Session of Parliament, the Line between the Points aforesaid and the Works connected therewith shall be made, main-
tained,

tained, and used by the Company hereby incorporated jointly with the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, under the Superintendence and Control of a joint Committee of Management to be appointed as herein-after mentioned, and in like Manner as though the said Two Companies were hereby incorporated into One for the Purposes of making, maintaining, and using the said joint Portion of the said Railway and Works; and all Lands to be purchased, taken, and used for the Purposes of the said joint Line shall be conveyed to and vest in the said Two Companies, and shall be for ever after held and enjoyed by them and their Successors jointly, subject to the Provisions herein contained: Provided always, that nothing herein contained shall be held to prevent either of the said Companies respectively from purchasing and holding independently of the other Company any Lands or Buildings for Depôts or Warehouses at *Glasgow* or *Paisley* which may not be required for the Purposes of the said joint Line and the Works connected therewith.

CCXXVI. And in order the more effectually to ensure the Formation of only One Line of Railway between the said Points in *Glasgow* and *Paisley*; be it further enacted, That in the event of the Act for making the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway passing into a Law during the present or next ensuing Session of Parliament, the Line between the Points aforesaid, as shown on the Plans of the said last-mentioned Railway deposited with the Clerks of the Peace for the Counties of *Lanark* and *Renfrew*, shall be the Line to be adopted for the joint Purposes of the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company and of the Company hereby incorporated; and if the Act for making the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway shall not pass into a Law during the present Session of Parliament, the Line between the Points aforesaid shall nevertheless be adopted by the Company hereby incorporated in lieu of the Line between the said Points as laid down on the Plans relating to the *Glasgow, Paisley, and Greenock* Railway, deposited as herein-before mentioned; and whether the Act for making the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway shall pass into a Law as aforesaid or not, the said Company hereby incorporated shall have all such and the same Powers, and be subject to all such and the same Provisions, Limitations, and Restrictions, with reference to the Line between the said Points in *Glasgow* and *Paisley* as laid down on the Plans of the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway, and the Lands through which the said Line is intended to pass, as though such Line and the said Lands had been laid down on the Plans and referred to in the Books of Reference relating to the *Glasgow, Paisley, and Greenock* Railway, as deposited with the Clerks of the Peace in manner herein-before mentioned, and in lieu of the Line between the said Points as shown on the said last-mentioned Plans, but subject nevertheless to the several Provisions herein contained in reference to the same; and the *Glasgow, Paisley, and Greenock* Railway Company are hereby authorized and empowered to make the Line of Railway between the Points aforesaid as laid down on the Plans of the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway, and to purchase and take the Lands between the Points aforesaid,

The Line between *Glasgow* and *Paisley* to be that selected by the *Glasgow, Paisley, and Kilmarnock and Ayr* Railway.

as

as shown on the said Plans and referred to in the Books of Reference deposited therewith, as fully and effectually as they are enabled to make the Line of Railway hereby authorized to be made by them between *Paisley* and *Greenock*.

Joint Com-
mittee of
Management.

CCXXVII. And be it further enacted, That for the Purpose of carrying into effect the Objects aforesaid the Directors of each of the said Two Companies shall, within One Month after the passing of this Act, or of the Act for making the said *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway, if the same shall pass into a Law as after mentioned, and whichever shall last happen, and afterwards on the First *Wednesday* in the Month of *March* in every Year, separately elect and appoint Four Members out of each of their Bodies to be and who shall be until others are appointed in their Stead, as hereinafter mentioned, a Committee of Management for the Purpose of executing and managing the said joint Line of Railway between the Points aforesaid: Provided always, that the several Members who shall be appointed to act on such Committee of Management as aforesaid, and who shall go out of Office before the annual Election of others in their Stead, shall be eligible to be re-elected on such Committee.

For supply-
ing Vacan-
cies in Joint
Committees
of Manage-
ment.

CCXXVIII. And be it further enacted, That when and so often as any Member of the said Joint Committee of Management shall die, or shall resign, or shall cease to be a Director of the Company on whose Behalf he shall have been elected on such Committee, it shall be lawful for the Directors of the same Company, if they shall think proper so to do, to elect some other Person out of their own Body in his Room and Place, and every such Director so elected to fill up any such Vacancy shall continue in Office as a Member of such joint Committee so long only as the Person in whose Place or Stead he may have been elected would have been entitled to continue had he lived or remained in Office: Provided always, that any Member of the said joint Committee who shall cease to be a Director as before mentioned may nevertheless continue to be a Member of the said joint Committee for such Period, not exceeding One Month, after he shall so cease to be a Director, as may elapse between such Event and the Appointment of some other Person to be a Member of the said Committee as aforesaid.

As to Meet-
ings of Joint
Committee.

CCXXIX. And be it further enacted, That the said joint Committee to be appointed as aforesaid shall, during the Progress of the Works confided to their Management, hold their Meetings at *Glasgow*, and after the Completion of the said Works shall hold their Meetings at *Paisley*, or at such other Place or Places as may from Time to Time be agreed on by the Directors of the said Two Companies respectively; and the said Directors shall have the Power from Time to Time to make such Agreements among themselves, and such Rules and Regulations for the Government of the said Committee of Management, as to them shall seem expedient.

Powers of
Joint Com-
mittees.

CCXXX. And be it further enacted, That in case of the Act for making the *Glasgow, Paisley, Kilmarnock*, and *Ayr* Railway passing into

into a Law, and the Company to be thereby incorporated proceeding under the same, all the Powers by this Act given to the Company hereby incorporated, and all the Powers and Duties vested in and to be performed by the Directors thereof with regard to the Railway hereby authorized to be made, shall, so far as regards that Portion of the said Railway lying between the Points aforesaid, and as the same are hereby not restricted or varied, be vested in, exercised, and performed solely by the said Committee to be appointed as aforesaid, and all Acts, Matters, and Things done and performed by the said Committee in reference to the said Portion of Railway shall be as valid and effectual as though the same were done and performed by the said Company hereby incorporated: Provided always, that all Actions, Suits, Indictments, or other Proceedings at Law which could or might have been brought or prosecuted by or against or in the Name of the said Company hereby incorporated in case the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company had no Share in the Portion of the Line between the Points aforesaid, shall and may, so far as regards any Act, Deed, Matter, or Thing relating to the Line between the aforesaid Points, or the Acts or Defaults of the said joint Committee of Management in relation thereto, be brought and prosecuted by or against the said Two Companies jointly, and the joint and several Funds of the said Two Companies respectively shall be liable for all the Acts and Liabilities of the said joint Committee of Management; and any Summons, Demand, Notice, Writ, or other Proceeding at Law, or otherwise, relating to such joint Portion of the said Railway, shall, if served upon the Secretary or any Member of the said joint Committee of Management, be as valid and effectual as though the same were served upon the said Two Companies respectively in manner provided by this Act, or the Act relating to the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway if the same shall pass into a Law: Provided always, that all Orders and Regulations made by the said joint Committee in relation to the said joint Line, so far as they concern only the mutual Interests of the said Two Companies, shall be subject to any Arrangements as to such Interests which may from Time to Time be made or existing between or binding upon the said Two Companies.

CCXXXI. And be it further enacted, That the said joint Committee to be appointed as aforesaid shall cause proper Books of Account to be kept containing accurate Statements of their Receipts and Expenditure, as well as Books in which shall be entered the Minutes of all Proceedings had at every Meeting of such joint Committee, and such Books of Account and Minute Books, as well as all other Books, Papers, Writings, or Accounts relating in any Manner to the Proceedings of the said Joint Committee, or having reference to the joint Line of Railway confided to their Charge, shall at all Times be open to the Inspection of the Directors of the said Two Companies respectively, or any or either of them, who shall also have Power to take such Copies thereof or Extracts therefrom as they may think fit, and without making any Payment for the same.

Books of Account to be kept by the Joint Committee.

As to Rates
on joint
Line.

CCXXXII. And whereas the Tolls by this Act authorized to be raised for the Use of the said Railway hereby authorized may differ from those to be charged from Time to Time for the Use of the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway under the Act for establishing the same in case it shall pass into a Law; and it is expedient that the Rates and Tolls to be taken and demanded for that Portion of the Line between *Glasgow* and *Paisley* should be settled independently of those to be taken on other Parts of the Line hereby authorized to be made, or which may be authorized to be made by the Act for making the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway, if the same shall pass into a Law; be it therefore enacted, That, notwithstanding any thing in this Act contained to the contrary thereof, it shall be lawful for the said joint Committee of Management to be appointed as aforesaid to settle and determine, and from Time to Time to alter and vary, the Rates and Tolls to be demanded and taken for the Use of the said joint Portion of Railway lying between the Points aforesaid, without reference to the Rates and Tolls to be demanded or taken on any other Portion of the Line hereby authorized to be made, or of the Line which may be authorized to be made under the Act relating to the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway, if the same shall pass into a Law: Provided always, that the said Rates and Tolls to be demanded and taken for the said Portion of the Line lying within the Points aforesaid shall be charged equally in respect of the same Description of Articles, Matters, and Things, and shall in no Case exceed the maximum Amount of Rates or Tolls authorized to be taken by this Act for other Portions of the Line hereby authorized to be made: Provided also, that in case the said Bill for making the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway shall not pass into a Law, and the said joint Committee shall not be formed, then and in such Case the Rates and Tolls to be taken on the said Portion of the Line lying between *Glasgow* and *Paisley* aforesaid shall not differ from the Rates and Tolls to be received on other Portions of the Line hereby authorized to be made.

Receipts on
the joint Line
to be equally
divided.

CCXXXIII. And be it further enacted, That all Rates, Tolls, and other Payments received by the said joint Committee in respect of the Traffic on the said joint Line shall be paid into a joint Fund, to be applied, in the first instance, to the Maintenance of the said joint Line and all other Disbursements connected therewith or relating thereto, in such Proportions, with reference to the Traffic of both Companies, as may be agreed upon between the said Two Companies; and the net Profits, after Payment of such Disbursements as aforesaid, shall be divided between the said Two Companies in such Manner, with such Reservation for Contingencies or otherwise, and at such Times, as may from Time to Time be agreed upon between them respectively.

Junction
between
Companies
not to take
effect under
certain Cir-
cumstances.

CCXXXIV. Provided always, and be it further enacted, That in case the said Bill for making the *Glasgow, Paisley, Kilmarnock, and Ayr* Railway shall not pass into a Law during this present or the next ensuing Session of Parliament, then all Right and Title of the said Company proposed to be thereby incorporated with respect to

any Participation in the said Portion of the Line between *Glasgow* and *Paisley* shall cease and determine; and if the Act for making the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway shall pass into a Law during the present or the next ensuing Session of Parliament, and that from any Cause whatever the Company to be thereby incorporated shall be unable or shall decline to join in making and maintaining such joint Line as aforesaid under the Powers and subject to the Provisions herein contained, then and in such Case, and in the meantime until such Acts shall pass into a Law as aforesaid, the Company hereby incorporated shall have full Power to proceed alone in the Formation of the said Portion of the Line hereby authorized between *Glasgow* and *Paisley*, according to the Plans relating to the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway, as though the Act for making the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway were not in contemplation or had not passed into a Law, or as though Powers hereby given to the said Two Companies jointly had been given solely to the Company hereby incorporated, any thing herein contained to the contrary notwithstanding: Provided always, that if at any Time within Eighteen Months after the said Company hereby incorporated shall have commenced any Part of the said Portion of the Line between *Glasgow* and *Paisley* the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company (an Act for establishing the same having passed as aforesaid) shall be able and willing to join in the Formation of the said Portion of Railway, and shall pay to the Company hereby incorporated One Half the Expences incurred by them in the Construction of the said Portion of Railway, and in the Purchase of Lands for the same, with Interest thereon after the Rate of Five Pounds *per Centum per Annum* from the Date or respective Dates of Payment of such Expences, then and in such Case all the Provisions of this Act with respect to the Line between the said Points in *Glasgow* and in *Paisley* respectively shall take effect as if the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company had joined in making and maintaining such Line from its Commencement.

CCXXXV. And be it further enacted, That in case the said Company hereby incorporated shall not, within Seven Years from the passing of this Act, complete the Line to *Greenock* by this Act authorized to be made, or according to any Alteration in the said Line to be hereafter authorized, or in case the said *Glasgow, Paisley, Kilmarnock, and Ayr* Railway Company, if they shall become incorporated in this or the next Session of Parliament, shall not, within Seven Years from the passing of this Act, complete the Line to *Ayr* or *Kilmarnock*, to be authorized by the Act incorporating such last-mentioned Company, or according to any Deviation in such Line to be authorized by any subsequent Act, then and in either of such Cases it shall be lawful for either of the said Companies who shall have completed their Line so authorized as aforesaid to purchase the Right and Interest of the other Company who shall not have completed their Line as aforesaid of and in the Line between *Glasgow* and *Paisley* hereby vested in the said Two Companies jointly; and the said Company who shall not have completed their Line as aforesaid shall and they are hereby required, upon Payment or Tender to them of the Sums advanced by them in and towards the Formation of such

As to one Company buying out the other.

such joint Line, to yield up and convey free from Incumbrances all their Right and Interest in the said joint Line to the said other Company making such Tender or Payment; and in case the said Company who shall not have so completed their Line as aforesaid shall, upon such Payment or Tender, refuse or decline to yield up; sell, or dispose of their Share or Interest in the said joint Line, then and in such Case it shall be lawful for the other Company who shall have completed their Line, upon Payment into one of the chartered Banks of *Scotland*, to the Credit of the said other Company, of the Sum appearing in the Books of the said Joint Committee as having been advanced by such other Company, to enter into possession of the said joint Line, and the Rents and Tolls receivable thereon, and to put out and remove all and every the Members or other Officers belonging to the said Company so refusing to yield up their Share or Interest as aforesaid, and not having completed their said Line, and from thenceforward all the Property in the said joint Line, and all Rights, Privileges, and Advantages, connected therewith or belonging thereto, free from Incumbrances, shall belong solely to the Company so having completed their Line, and having made such Tender or Payment as aforesaid, and the said Line between *Glasgow* and *Paisley* shall thenceforward be held, subject to the Powers and Provisions of the Act relating to the Company so purchasing the same, or making Tender or Payment in respect thereof as aforesaid, and all the Clauses, Matters, and Things herein contained relating to the joint Property in such Line or the joint Management thereof shall thenceforward cease and determine; and the Company making such Payment as aforesaid to or to the Credit of the said other Company shall, as between the said Companies, be discharged from all Claims and Demands by the Creditors of the Company to whom or to whose Credit such Payment shall have been made.

Providing
Form of De-
claration in
lieu of Oath
or Affirma-
tion.
5 & 6 W. 4.
c. 62.

CCXXXVI. And be it further enacted, That in every Case in which by this Act a Declaration is required to be made the same shall be made in the Form (or as near thereto as the Circumstances of the Case will admit) prescribed in the Schedule to an Act passed in the Fifth and Sixth Years of the Reign of His Majesty King *William* the Fourth, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits,'* and that all Declarations required by this Act to be made shall be made in Form aforesaid, and shall be as valid and effectual as an Oath or Affirmation, and if any Declaration so made shall be false or untrue in any material Particular the Person wilfully making such false Declaration shall be deemed guilty of a Misdemeanor.

Public Act.

CCXXXVII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

The

The SCHEDULE to which the foregoing Act refers.

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|---|-----------------------------|
| <i>The New or Middle Parish of Greenock.</i> | | | |
| Dwelling Houses, Shops, and Ground. | Peter Scott - - - | William Anderson, Alexander M'ulloch, David Duncan, Duncan Brodie, John Stewart, Mary M'Conochie, Henry Campbell, William Young, Neil M' Ewan, Crawford and Lang. | |
| Dwelling Houses and Shops, Ground and Pertinents. | Mrs. Isabella Orr or Colvin. | Robert M' Lintoch, Charles Baillie, George Dawson, Elizabeth Lyle or Combe, Mrs. Colvin, William Crawford, Duncan Blair, William Allan, and Mrs. Janet Duncan. | |
| Dwelling Houses, Shops, Court, or Area, and Pertinents. | James Hunter, Thomas Dunlop Douglas, John Robertson, William Robertson, James Hunter Robertson, George Robertson, James Oughterson, James Tasker, Arthur Oughterson, Trustees for themselves and the other Representatives of the deceased William Morison, Esquire. | William Park & Co., John Campbell, John Cooper, Daniel Campbell, Widow M'Intyre or Sinclair, Alexander Agnew, James G. Moffatt, Duncan Ferguson, Widow Baine, Miss M'Lean, Robert Officer, Widow Steele, Widow Sinclair, Thomas Hilliards, Donald Munro, Robert Paton, Widow Andrew, Widow Faichney, Widow Stewart, David Kemp, Widow Scott, Donald M'Kechnie, Widow Simpson, James Kemp, Benjamin Morgan, James Alexander, Donald M'Kellar, John Crawford, Widow Sommerville, and Widow Menzies. | |
| <i>The Old or West Parish of Greenock.</i> | | | |
| Timber Yard and Workshops. | Sir Michael Shaw Stewart, Baronet. | Robert Simpson and Son. | |
| Grass Bank and Garden. | Sir Michael Shaw Stewart, Baronet. | Mrs. Black. | |
| Timber Yard - - | Sir Michael Shaw Stewart, Baronet. | Alexander Brown & Son. | |
| Cooperage and Offices, Ground and Buildings. | John Campbell - - - | Robert Jamieson. | |
| [Local.] | | | 50 L |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|--|---|--|-----------------------------|
| Dwelling Houses and Ground. | John Campbell - - | Widow Shaw, John Elder, John Kerr, and William John Henderson. | |
| Vacant Ground - | Sir Michael Shaw Stewart, Baronet. | | |
| Dwelling Houses, Workshops, Yard, and Pertinents. | Alexander Brown and Alexander Brown, junior. | Neil M'Kenzie, Robert Watt, Donald Cameron, Andrew Smith, Alexander Brown and Son, James M'Coull, and Duncan M'Kellar. | |
| <i>The East Parish of Greenock.</i> | | | |
| Cooperage and Offices, Ground and Buildings. | John Campbell - - | Robert Jamieson. | |
| Dwelling Houses and Ground. | John Campbell - - | Widow Shaw, John Elder, John Kerr, and William John Henderson. | |
| Vacant Ground - | Sir Michael Shaw Stewart, Baronet. | | |
| Dwelling Houses, Workshops, Yard, and Pertinents. | Alexander Brown and Alexander Brown junior. | Neil M'Kenzie, Robert Watt, Donald Cameron, Andrew Smith, Alexander Brown & Son, James M'Coull, and Duncan M'Kellar. | |
| Bogle Street - - | Provost, Bailies, Treasurer, and Councillors of Greenock, or the Trustees for paving, cleansing, lighting, and watching the Streets, or the Public. | The Public. | |
| Dwelling Houses and Garden. | Mrs. Elizabeth Muir or Ninian. | Malcolm M'Pherson, Widow M'Lean, and Neil Stewart. | |
| Sugar-house and Ground, Engine-house and Pertinents. | Robert Macfie & Sons - | Robert Macfie & Sons. | |
| Slate-yard - - | Sir Michael Shaw Stewart, Baronet. | John Anderson - - - | John Anderson. |
| Public Walk or Avenue, Ground and Trees. | Sir Michael Shaw Stewart, Baronet. | The Public. | — |
| Dwelling House, Offices, Garden, Ground, Trees, and Shrubbery. | Mrs. Elizabeth Stewart or Fullarton, John Fullarton, Mrs. Helena Stewart or Turner, James Turner, Miss Jane Stewart, and Miss Mary Stewart. | Adam Fairrie - - - | John Fairrie. |
| Delingburn Street - | Provost, Bailies, Treasurer, and Councillors of Greenock, or the Trustees for paving, cleansing, lighting, and watching the Streets, or the Public. | The Public. | |
| Delingburn - - | Sir Michael Shaw Stewart, Baronet, and the Shaw's Water Joint Stock Company. | The Shaw's Water Joint Stock Company. | |
| Dwelling House, Offices, Ground, and Shrubbery. | James Hunter - - - | David Crawford. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|---|-----------------------------|
| Garden - - Dwelling Houses, Offices, Court, Garden, and Green. | James Hunter - - - Alexander Dunlop, John Dunlop, Adam Paterson, Adam Ferrie, Trustees of the deceased James Fairrie, Fiars, Mrs. Fairrie, Widow of James Fairrie deceased, Life-rentrix. | John Park. Thomas Fairrie Mrs. James Fairrie. | |
| East Blackhall Street | The Provost, Bailies, Treasurer, and Councillors of Greenock, or the Trustees for paving, cleansing, lighting, and watching the Streets, or the Public. | The Public. | |
| Garden and Hothouse | John Fairrie, Thomas Fairrie, and Adam Fairrie. | Thomas Fairrie. | |
| St. Andrew's Square | The Provost, Bailies, Treasurer, and Councillors of Greenock, or the Trustees for paving, cleansing lighting, and watching the Streets, or the Public. | The Public, William Simons and John Haddow. | |
| Garden Ground and Pertinents. | William Simons - - - | William Simons. | |
| Dwelling Houses, Stables, and Ground. | Robert Ferguson - - - | Robert Ferguson, James Wood, and James Law. | |
| St. Andrew's Street - | The Provost, Bailies, Treasurer, and Councillors of Greenock, or the Trustees for paving, cleansing, lighting, and watching the Streets, or the Public. | The Public. | |
| Garden Ground - | Sir Michael Shaw Stewart, Baronet. | William Simons. | |
| Dwelling Houses and Pertinents. | William Simons - - - | William Simons, Widow John Paton, David Wilkie, Daniel Ferguson, and William Snell. | |
| Dwelling Houses, Garden, and Pertinents. | John Haddow - - - | John Haddow and James Ballantyne. | |
| East Stewart Street | The Provost, Bailies, Treasurer, and Councillors of Greenock, or the Trustees for paving, cleansing, lighting, and watching the Streets, or the Public. | The Public. | |
| Garden or Bleaching Ground and Stable. | Sir Michael Shaw Stewart, Baronet. | Peter M'Callum and John Haddow. | |
| Dwelling Houses and Ground. | Peter M'Callum - - - | Peter M'Callum, Alexander Hall, John Cochran, Widow Simpson, Thomas Muir Macfarlane, and John Clapperton. | |
| Garden Ground - | Sir Michael Shaw Stewart, Baronet. | Peter M'Callum. | |
| Plasterer's Limeyard, Dwelling Houses, and Ground. | Colin Paul - - - | Colin Paul, Hugh Houston, Daniel M'Intyre, Duncan M'Millan, James M'Fadyan, Alexander Gillies, and Alexander Murchie. | |
| Dwelling Houses, Shops, and Ground. | John Jamieson - - - | George Anderson and Mary M'Pherson. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|--|-----------------------------|
| Dwelling Houses, Shops, and Garden Ground. | John Jamieson and Robert Beath. | James M'Kechnie, John Currie, Widow Forrest, William Whiteford, Alexander Brown, Robert Hodson, Widow Tulloch, and Thomas M'Caib. | |
| Dwelling Houses, Shops, and Ground. | Hugh Mitchell - - - | John Lyon, Robert Ritchie, James Stewart, David Moffatt, Robert Adam, Archibald Ferguson, James Houston, Archibald Barr, and Mary Henderson. | |
| Cartsburn Street - | The Provost, Bailies, Treasurer, and Councillors of Greenock, or the Trustees for paving, cleansing, lighting, and watching the Streets, or the Public. | The Public. | |
| Cartsdyke Burn - | Sir Michael Shaw Stewart, Baronet, and William Crawford, Scott, Sinclair, and Company. | Scott, Sinclair, and Co., and Shaw's Water Company. | |
| Dwelling House, Cellars, and Ground. | Mrs. Catherine Brown or Love, John Love, Duncan White, Archibald White, and Archibald White their Father, as Administrator in Law to the said Duncan White and Archibald White, his Children, and Daniel White and James Anderson, senior, in Possession under Deed of Mortgage. | James Kincaid and Thomas Muir Macfarlane. | |
| Tan-yard - - - Dwelling Houses and vacant Ground. | Thomas Muir Macfarlane - Sarah Blair or Lamont, Agnes Blair and Christian Blair. | Thomas Muir Macfarlane. Hugh Holmes, John Miller, John M'Millan, Widow Lamont, Agnes Blair, John Lemont, Neil Murray, John Lang, Widow Pratt, Daniel Campbell, John M'Cuig, William Taylor, Joseph Cameron, James Hunter, David Graham, and Andrew Gibson. | |
| Dwelling Houses and Ground. | Mary Graham or Holborn - | Mary Graham or Holborn, John Davie, David Harvie, and John Cassidy. | |
| Stanners Street - | William Crawford or the Public. | The Public. | |
| Dwelling Houses, Wright, Shop's, Garden and other Ground. | Robert Anderson - - - | Robert Anderson, Alexander Adams, Robert Wilson, and Archibald M'Neil. | |
| Dwelling Houses and Ground. | John Watson - - - | Widow Ferguson, William M'Gregor, Barney M'Menomy, Gregor Grant, Robert Russell, William Watson, James Nicoll, and Robert Strachan. | |
| Dwelling Houses, Timber Yard, and Bleaching Ground. | Thomas Boag - - - | Robert Guthrie, David Lawson, David Cunningham, Alexander M'Neill, John Duncan, John M'Intyre, Widow M'Lean, James Stirling, Daniel Campbell, Robert Turner James, | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|---|---|-----------------------------|
| Dwelling Houses and Shops, Cellars and Ground. | George Allan - - - | Culbertson, Matthew Connel, Robert M'Kenzie, James Frame, Daniel M'Bride, Alexander Sutherland, Andrew Munro, and John Landale. George Allan, Widow M'Kenzie, Robert Rae, Robert Gibson, Alexander Paul, Andrew Boyack, Robert Duff, Andrew Glen, James Walker, James Turnbull, Archibald Stark, John Clacher, Robert Carruthers, and Alexander M'Dougall. | |
| Dwelling Houses, Cellars, Garden, and other Ground. | John Donald - - - | Grace Reid, John Wales, Archibald M'Nair, James M'Lachlan, Widow Livingston, Walter Fairlie, Alexander Taylor, Thomas Cavans, Robert Boag, John Burns, David Adam, John Anderson, Dugald M'Vicar, John Hutton, William Gibb, John Anderson, John Heddric, Alexander Currie, and Neil M'Coll. | |
| Arthur Street - Foundary and Engine Manufactory, Yard and Workshops. | William Crawford or the Public. Messrs. Caird & Company - | The Public. Messrs. Caird & Company. | |
| Yard or Garden Ground. | James Currie - - - | Ralph Smith. | |
| Yard or Garden Ground. | Hugh M'Callum - - - | Robert Russell and Thomas Johnston. | |
| Yard or Garden Ground. | Janet Glassford or Cublick, Widow of Thomas Cublick. | Robert Green, Robert Logan, James Stirrat, and John Weir. | |
| Yard or Garden Ground. | Margaret Campbell or Galbreath, Widow of Robert Galbreath. | William Murchie. | |
| Manure Depôt or vacant Ground. | Miss Elizabeth Kirkwood, Agnes Hall or Howie, James Howie, Mary Kirkwood or Boyd, and Alexander Boyd. | John Barr. | |
| Yard or Garden Ground. | William Brownlie and William Crawford. | William Brownlie. | |
| Yard or vacant Ground. | John M'Donald, Mrs. Margaret Donald or Sinclair, Duncan Sinclair, James M'Donald, Heirs of William Haldane. | Duncan Blair. | |
| Passages or Lanes - | William Crawford, or the Public. | The Public. | |
| Dwelling Houses and Yards. | Thomas Gray - - - | Widow Wright, William M'Neil, and Charles Miller. | |
| Yard or Garden Ground. | William Crawford - - - | James Watt and William Dollar | James Watt. |
| Yard or Garden Ground. | Robert Hunter - - - | Robert Hunter and Alexander Yuilland. | |

[Local.]

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| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|-----------------------------|---|---|-----------------------------|
| Yard or Garden Ground. | James Rodger - - | John Rankin and James M'Ewan. | |
| Yard or Garden Ground. | William Crawford - - | David Currie and John Barr. | |
| Yard or Garden Ground. | Neil Dougal - - - | Alexander Lawrie. | |
| Yard or Garden Ground. | James Boucher or William Crawford. | Duncan Blair. | |
| Yard or Garden Ground. | John Scott junior, Ninian Hill, the Reverend Thomas Brown, Trust Disponees of the late Reverend Thomas Brown. | John Finnie. | |
| Yard or Garden Ground. | Alexander M'Gregor and Alexander M'Greg or junior, surviving Partners in Trust for Behoof of M'Gregor, Murray, and M'Gregor, and James Boucher. | John Blackwood and Dugald M'Callum. | |
| Yard or Garden Ground. | Mrs. Grace Duncan or Campbell, Widow of Robert Campbell. | John Andrew, James M'Pherson, and James M'Donald. | |
| Yard or Garden Ground. | Alexander Bruce, Life-renter, Alexander Bruce junior, Fiar. | Widow Turner, George Hutcheson, William Taylor senior, and William Taylor junior. | |
| Yard or Garden Ground. | James Boucher and Mary Iver. | Charles Miller. | |
| Yard or Garden Ground. | James M'Vicar - - - | John Denny junior. | |
| Yard or Garden Ground. | Mrs. Mary Barclay or Stirling, Widow of David Stirling. | Ninian Robb, Robert M'Farlane, Widow Wylie, William Hunter, and James Dempster. | |
| Yard or Garden Ground. | William Warden - - - | William Shearer. | |
| Yard or Garden Ground. | Elizabeth Davie and John Menzies, William Menzies, George Menzies, Mrs. Elizabeth Menzies or M'Donald, John M'Donald. | Elizabeth Davie. | |
| Yard or Garden Ground. | James Nicol - - - | John Munro. | |
| Yard or Garden Ground. | Misses Christian and Sophia M'Alpine. | John Arthur. | |
| Yard or Garden Ground. | Malcom Fullarton - - | Catherine Baxter. | |
| Dwelling Houses and Ground. | William Crawford - - | William Moodie, Widow Scott, Mary M'Intyre, Widow Brown, and Archibald Taylor. | |
| House and vacant Ground. | James Foster and Mary Shearer | James Farren and Mary Shearer. | |
| Yard or Garden Ground. | John Denny senior - - | John Denny junior. | |
| Yard or Garden Ground. | James Alexander - - | John Denny senior. | |
| Yard or Garden Ground. | Mrs. Janet Fish, Mrs. Eliza Fish, John Wyse, Alexander Stewart. | Widow Moodie, William Montgomerie, Widow M'Donald, Samuel Lang, Widow Reid, and Alexander Watt. | |
| Yards or Garden Ground. | James Watt & Company - | James Watt, James Watt junior, John Crawford, Reverend James Stark, and William Wallace. | |
| Ballast Quarry and Ground. | William Crawford - - | William Crawford, Robert Ferguson senior, Robert Ferguson junior. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|---|-----------------------------|
| Cottage, Offices, and Garden Ground. | James Duff and William Crawford. | James Duff and James Duff. | |
| Cottage, Offices, and Garden Ground. | John Anderson - - | James Collins. | |
| Ground - - | William Crawford - - | John Anderson and James Collins. | |
| Dwelling Houses and Ground. | William Crawford - - | Widow Henderson, David Lyon, and Duncan M'Neil. | David Lyon. |
| Planted Ground and Shrubbery and other Ground. | William Crawford - - | James Watt - - - | James Watt. |
| Yard or Garden Ground. | Robert Sinclair, Mary Sinclair or Pratt, Alexander Pratt, Jean Sinclair or Brittle, Joseph Brittle and John Sinclair. | Robert Wallace, Alexander Pratt, James Scott, Duncan Whyte, and Euphemia Sinclair. | |
| Yard or Garden Ground. | Matthew Alexander, Matthew Alexander junior, Renton M' Ara Jean Alexander or Lyon, James Lyon, Mary M' Ara or Christie, Robert Christie, John Campbell, and James Alexander. | David M'Millan, James Vallance, Widow Mathie, Duncan M'Allister, Widow Gillies, Widow Duff, Hugh Russell, James Thomson, William Alexander, William Berry, Robert Denny, William Finnie, Edward M'Dade, Joseph Scott, Widow M'Gown, and Widow Campbell. | |
| Yard or Garden Ground. | David Crawford - - | John Finnie and Robert Pollock. | |
| Yard or Garden Ground. | James Shaw - - | James Shaw and Donald Clark. | |
| Yard or Garden Ground. | Widow Buchanan and Hugh Mitchell. | Widow Buchanan, James Gilmour, Widow M'Nair, Duncan M'Millan, Andrew Rankin, Widow Scott, Widow Cooper, Widow Russell, Margaret Cumming, and Andrew Darroch. | |
| House, Garden, Shrubbery, and Offices and Ground. | David Crawford, John Crawford, Robert Crawford, Thomas Crawford, Mrs. Agnes Crawford or Barwick, James Barwick, Mrs. Jane Crawford or Brisbane, Dr. Thomas Brisbane, Mrs. Margaret Crawford or Newton, James Newton. | John Wharton. | |
| Roads - - | The Trustees under the Statute Labour Act for making and repairing the Roads within the Parishes of Greenock, or William Crawford. | The Public. | |
| Dwelling Houses, Offices, Garden, and Pertinents. | Anthony Silveira and Miss Elizabeth Lyon Dunlop, in Possession under Deed of Mortgage. | James Speirs. | |
| Garden Ground - | James Watt - - - | Ellar M'Kellar. | |
| Private Road - | Sir Michael Shaw Stewart, Baronet. | | |
| Dwelling House, Garden, and Offices, Approach, Shrubbery, Plantation, and Pond. | William Marshall and Sir Michael Shaw Stewart, Baronet. | William Marshall. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|---|----------------------------------|
| Tanwork Yard, Buildings, and Dwelling Houses. | William Marshall - - | William Marshall, Robert Boyd, Thomas Hunter, Widow Jenkins, William Hunter, George Nesbet, Edward Gray, James Stirrat, and William Parker, John Nivin. | |
| Quarry Road - | Sir Michael Shaw Stewart, Baronet. | James and William Anderson - | James & William Anderson. |
| Dwelling House and Garden Ground. | Sir Michael Shaw Stewart, Baronet. | John Sinclair. | |
| Road to Wood Cottage. | Sir Michael Shaw Stewart, Baronet. | John Sinclair. | |
| Yard or Garden Ground. | Sir Michael Shaw Stewart, Baronet. | William M'Kenzie. | |
| Yard or Garden Ground. | Sir Michael Shaw Stewart, Baronet. | James Paton, junior. | |
| Road to Bogston and Chappelton Quarry. | Sir Michael Shaw Stewart, Baronet. | John Lang and William Alexander. | John Lang and William Alexander. |
| Ground and Planting | Sir Michael Shaw Stewart, Baronet. | William Neil, Matthew Park. | |
| Quarry - - | Sir Michael Shaw Stewart, Baronet. | John Lang. | |
| Ground and Planting - | Sir Michael Shaw Stewart, Baronet. | William Neil James Neil. | |
| Garden Ground - | Sir Michael Shaw Stewart, Baronet. | James Menzies. | James Paton. |
| Garden Ground and Dwelling House. | Sir Michael Shaw Stewart, Baronet. | James Paton - - - | |
| Road to East Chappelton. | Sir Michael Shaw Stewart, Baronet. | William Neil and James Neil. | |
| Chapel Street - | The Provost, Bailies, Treasurer, and Councillors of Greenock, or the Trustees for paving, lighting, cleansing, and watching the Streets. | The Public. | |
| Virginia Street - | The Provost, Bailies, Treasurer, and Councillors of Greenock, or the Trustees aforesaid. | The Public. | |
| Slaters Yard, Cellar, and Loft, Dwelling House, Offices, and Ground. | Mrs. Elizabeth Stewart or Fullarton, John Fullarton, Mrs. Helena Stewart or Turner, James Turner, Miss Jane Stewart, Miss Mary Stewart. | Thomas Anderson, Duncan M'Kellar, and Miss Likly. | |
| Warehouse or Oilstore, Dwelling House, Garden, Court, Cellars, and Washing-house. | Mrs. Elizabeth Stewart or Fullarton, John Fullarton, Mrs. Helena Stewart, or Turner, James Turner, Miss Jane Stewart, Miss Mary Stewart. | Bain, Johnston, & Company, and Thomas Hamlin. | |
| Dwelling House and Shop. | Mrs. Mary Marquis or Smith, Alexander Marquis Smith, Susan Smith, Mary Smith, Jane Smith, Christina Ramsay Smith, Miss Elizabeth Smith. | William Downie. | |
| Joiner's Workshop and Yard. | Mrs. Mary Marquis or Smith, and the other Persons immediately above named. | William Downie and John Downie. | |
| Dwelling Houses, Washing-house, and Cellar, Cooperage, Yard, and Buildings. | Mrs. Mary Marquis or Smith, and the other Persons above named. | Joseph Manticha, John Tennant, Alexander Campbell, James Scott, & Company. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|---|-----------------------------|
| Rue-end Street - | The Provost, Bailies, Treasurer, and Councillors of Greenock, or the Trustees for paving, lighting, cleansing, and watching the Streets. | The Public. | |
| Dwelling House, Lofts, Workshops, Counting Houses, and Cellars. | Mrs. Elizabeth Stewart or Fullarton, John Fullarton, Mrs. Helena Stewart or Turner, James Turner, Miss Jane Stewart, Miss Mary Stewart. | Daniel Spence, Robert Stevenson, Stuart & Rennie, Thomas Stevenson & Son, Duncan M'Kellar, Andrew Stewart & Company, and George Adam. | |
| Smith's Shop, Yard, or Ground, and Dwelling Houses. | Mrs. Mary Marquis or Smith, Alexander Marquis Smith, Susan Smith, Mary Smith, Jane Smith, Christina Ramsay Smith, and Roger Aytoun. | George Allan, Thomas Dickson, and Alexander Menzies. | |
| Counting-house, Coal-yard, Cellars, and Entry. | Mrs. Mary Marquis or Smith, and the other Persons immediately named above. | Neil Brown, Miller & Graham, John M'Lellan & Company, and John and Thomas M'Aulay. | |
| Cooperage, Yard, and Buildings. | Mrs. Mary Marquis or Smith, Alexander Marquis Smith, Susan Smith, Mary Smith, Jane Smith, Christina Ramsay Smith, and Roger Aytoun. | Donald Gray. | |
| Counting-house, Yards, and Buildings, Dwelling House, Cellar, or Shop, and Loft or School-room. | Benjamin Andrew Donald - | Robert Baird and Son, William Chalmers, Thomas Fairrie, Alexander Kennedy, and Samuel Stewart Kerr. | |

The East Parish and Middle Parish of Greenock.

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|-------------------|--|-------------|--|
| Cathcart Street - | The Provost, Bailies, Treasurer, and Councillors of Greenock, or the Trustees for paving, lighting, cleansing, and watching the Streets. | The Public. | |
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The Middle Parish of Greenock.

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|---|--|--|------------|
| Sail-loft, Cellars, Shop, Dwelling Houses, Smith's Shop, Engine-house, Brick-stalk, and Yard, Manure Depôt and Stables. | The Provost, Bailies, Treasurer and Councillors of Greenock, as Trustees of the Harbours of Greenock. | John Fish, Robert Macfarlane, Thomas Scott, James Donald, John M'Lellan & Company, Robert Barr, William Johnston, the Provost, Bailies, Treasurer, and Councillors of Greenock, as Trustees aforesaid, and James M'Ilwraith. | |
| Lane - - | The Provost, Bailies, Treasurer, and Councillors of Greenock, or the Trustees for paving, lighting, cleansing, and watching the Streets. | The Public. | |
| Counting-house, Loft, Cellars, Cooperage, and Yard. | Benjamin Andrew Donald - | Campbell, Anderson, & Company. | |
| Dwelling Houses and Shops, Nailor's Workshop, Stables, Cellars, Hay-loft, and Passage or Entry. | Benjamin Andrew Donald - | Hugh Ross, Michael Douglas, Gavin Houston, and James Orr. | Hugh Ross. |

[Local.]

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|--|-----------------------------|
| Plumber's, Tinsmith's, Coppersmith's, and Blacksmith's Shops, Cellars, Dwelling Houses, and other Buildings and Ground. | Miss Janet M' Gown and Miss Jane M' Gown, John M' Gown, Duncan M' Gown, for themselves and their Interests, and as Administrators in Law for their Children respectively. | William M' Fie & Company, M' Cunn & Russell, Robert M' Vicar & Son, James M' Lachlan, John Kennedy, Malcolm Molloy, Daniel M' Leod, Thomas Scott, Mary Strathearn, Edward Appleby, Neil Leitch, James Kennedy, and Duncan M' Millan. | |
| Cooperage, Joiner and Block Shop, Yard and Buildings. | James Stewart - - | Stuart & Rennie, Mathew Kelso, Morison, & Company. | |
| Shops, Dwelling Houses, Cellars, other Buildings and Ground. | George Galbreath, Robert Galbreath, and Alexander Agnew, their Factor loco tutoris, Widow Margaret Galbreath or Buchanan, William Galbreath, John Galbreath, Widow Eliza Galbreath or Struthers, and George Galbreath. | Thomas Murray, John Galbreath, Robert M' Fayden, James Alexander, Thomas M' Lellan, Widow M' Millan, Malcolm M' Intyre, Robert Raeburn, John M' Ginnes, Alexander M' Leod, John Harris, Michael Cullens, Henry Quin, and Peter Haggarty. | Thomas Murray. |
| Dock Breasts or Wharfs and Streets. | The Provost, Bailies, Treasurer, and Councillors of Greenock, as Trustees of the Harbours of Greenock, and the Trustees for paving, lighting, cleansing, and watching the Streets. | The Public. | |
| Lane - - - | The Provost, Bailies, Treasurer, and Councillors of Greenock, or the Trustees for paving, &c. as aforesaid. | The Public. | |
| Counting-houses, Yards, Stables, and Buildings. | Robert Angus, as Trustee on the Estate of James Ewing, or otherwise in Possession in right of said James Ewing and John Scott junior. | Shaw's Water Joint Stock Company, Old Clyde Shipping Company, and Robert Murray their Manager. | |

Parish of Port Glasgow.

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|--|--|-------------------------------------|--|
| Garden Ground - | Archibald Falconer, Joseph Dougal, Trust Disponees of the deceased Archibald Falconer, Fiars, Mrs. Falconer, Widow of the said Archibald Falconer, Life-rentrix. | William Wright. | |
| Road or Lane - | The Provost, Bailies, Treasurer, and Councillors of Port Glasgow, or the Public. | The Public. | |
| Garden Ground - | James Anderson junior - | Alexander Steven and Adam Paterson. | |
| Garden Ground, House, Offices, and Garden. | Robert Steel - - | James Menzies, Robert Steel. | |
| Garden Ground - | Robert Steel - - | James Brown. | |
| Garden Ground - | Robert Steel - - | William Blair. | |
| Garden Ground - | Robert Steel - - | William Blair. | |
| Garden Ground - | Robert Steel - - | James Johnston. | |
| Mary Street - - | The Provost, Bailies, Treasurer, and Councillors of Port Glasgow, or the Public. | The Public. | |
| Garden Ground - | Charles Ogilvie - - | James Barr, D. D. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|--|--|---|-----------------------------|
| Garden and Shed - Garden and small House. | Miss Janet Black - - - David Johnston, William M'Fie, Claud Marshall, Robert M'Fie, Thomas Fairrie, Adam Fair- rie, Archibald Baine, John Ker, John Fairrie, William Brown, Trust Disponees of the deceased David Johnston. | James Barr, D. D. John Holmes. | |
| Garden Ground and small House. | Robert Gillespie - - - | Parlane M'Farlane. | |
| Dwelling House and Garden Ground. | Miss Mary Adam - - - | James Dunlop. | |
| Dwelling House and Garden Ground. | Miss Agnes Cumming, Life- rentrix, and John Barry Cumming, Fiar. | William Potts. | |
| Dwelling House and Garden. | John M'Lachlan, Walter M'Lachlan, and Duncan Crawford, Trust Disponees of the deceased Robert M'Lachlan. | Walter M'Lachlan and Mary Evans. | |
| Dwelling Houses, Of- fices, and Garden. | John Nicoll - - - | Alexander Neilson, Miss Sawyers, and John Nicoll. | |
| Dwelling Houses and Garden. | Mrs. Bell, Life-rentrix, and William Bell, Fiar. | James Greig and William White- law. | |
| Dwelling Houses and Garden Ground. | Mrs. Auld, Widow of William Auld, Life-rentrix, and Wil- liam Hamilton and Robert Angus, Trust Disponees of the aforesaid William Auld, Fiars. | Miss Margaret Dougal and Mrs. Auld. | |
| Dwelling Houses, Of- fices, and Garden Ground. | David Johnston, William M'Fie, Claud Marshall, Robert M'Fie, Thomas Fairrie, Adam Fair- rie, Archibald Baine, John Ker, John Fairrie, and William Brown, Trust Disponees of the deceased David John- ston. | James Sweenie, Mrs. William Johnston, Mrs. Hathorn, and Marion Ahion. | |
| Dwelling Houses, Of- fices, and Garden. | George Spencer - - - | George Spencer, Widow Mathe- son, and Robert Wilson. | |
| Dwelling House, Of- fices, and Garden. | James Barr - - - | James Barr. | |
| William Street - | The Provost, Bailies, Treasurer, and Councillors of Port Glas- gow. | The Public. | |
| Dwelling House, Of- fices, and Garden. | John Dunlop, William M'Naught, John Marshall, Trust Disponees of Mrs. Dunlop deceased. - | Misses Elizabeth and Willie Dunlop. | |
| Garden Ground - | Mathew King - - - | Matthew King. | |
| Garden Ground and Shed. | John Lang - - - | John Lang. | |
| Dwelling House, Of- fices, and Garden. | James Paterson - - - | Archibald Falconer. | |
| Washing-house and Garden. | William M'Naught, Trustee, and Archibald Falconer, Ju- dicial Factor on the Estate of Stephen Rowan. | Walter Ross. | |
| Jean Street - - - | The Provost, Bailies, Treasurer, and Councillors of Port Glas- gow. | The Public. | |
| Garden Ground - | James Brown, Trust Disponee of the deceased William Ben- nett. | James Scouler. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|--|---|---|-----------------------------|
| Garden Ground - | John Cunningham, Major James Campbell, and John Tweedie, Trust Disponees of the deceased John Cunningham. | Malcolm M'Larty. | |
| Garden Ground - | John Cunningham, Major James Campbell, and John Tweedie, Trust Disponees of the deceased John Cunningham. | Duncan M'Nab. | |
| Dwelling House, Offices, and Garden Ground. | John Cunningham, Major James Campbell, and John Tweedie, Trust Disponees of the deceased John Cunningham. | William M'Aulay. | |
| Garden Ground and Shed. | John Cunningham, Major James Campbell, and John Tweedie, Trust Disponees of the deceased John Cunningham. | John Boyle. | |
| Dwelling House, Cellars, Garden, and Green. | Alexander Neilson, Walter M'Lachlan, Robert Jamieson, Trust Disponees of Mrs. Margaret Cumming, deceased. | Miss Jamieson, Dr. Morgan, Alexander Hardie, and John Speirs. | |
| Balfour Street - | The Provost, Bailies, Treasurer, and Councillors of Port Glasgow. | The Public. | |
| Garden Ground - | Miss Mary Adam - | John Grant. | |
| Garden Ground - | James Steven - | James Steven. | |
| Dwelling Houses and Garden Ground. | Mathew Crawford - | Hugh Smith, William Haggart, Miss Cumming, John Boyle, and David Melrose. | |
| Dwelling Houses, Weaving Factory, and Court. | John Birkmire - | Christina M'Vicar, Archibald M'Arthur, William Miller, William Sinclair, David Taylor, Joseph Horrabin, Alexander Arthur, Andrew Moodie, John Thompson, John M'Garry, Henry Horrabin, Isaac Lawrie, James Hay, Alexander M'Crae, Samuel Girvin, John Marshall, James Knox, Archibald Brock, Mrs. Boyd, and Gourock Rope-work Company. | |
| Dwelling Houses and Bleaching Green. | Mrs. Mary Lang, Arthur Lang, and John Lang. | John Eagle, Hugh Scott, William Anderson, Widow Lamont, William Martin, Daniel Smith, Daniel Darroch, Adam Bowie, and James Rogerson. | |
| Chapel Lane - | The Provost, Bailies, Treasurer, and Councillors of Port Glasgow. | The Public. | |
| Garden Ground - | Alexander M'Gill - | Archibald Murdoch Burrell. | |
| Garden Ground - | Alexander M'Gill - | Alexander M'Gill, Widow Nicholson, Andrew Crawford, Alexander M'Arthur, Peter Kayson, and Mrs. M'Ghee. | |
| Garden Ground - | Alexander M'Gill - | Widow Robertson. | |
| Reservoir - | The Provost, Bailies, Treasurer, and Councillors of Port Glasgow. | The Provost, Bailies, Treasurer, and Councillors of Port Glasgow. | |
| Dwelling Houses, Offices, Area, Green, and Garden and Cellars. | Alexander M'Gill and Mrs. Scott. | James Davidson, Andrew Crawford, Miss Jean Rankin, William Campbell, Robert Free-land, Peter Kayson, Widow Nicolson, Widow Wylie, Janet Hill, and Margaret M'Millan. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|--|--|---|-----------------------------|
| Passage and Stair - Garden Ground - Dwelling House, Offices, Garden, and Ground. | James Anderson junior - Alexander M'Gill - David Johnston, William M'Fie, Claud Marshall, Robert M'Fie, Thomas Fairrie, Adam Fairrie, Archibald Baine, John Ker, John Fairrie, and William Brown, Trust Dis- ponees of the deceased David Johnston. | James Anderson junior. Alexander M'Gill. Vacant. | |
| Garden Ground - Dwelling Houses and Ground. | Robert Gillespie - George Renwick and John Scott. | Robert Gillespie. Donald M'Queen, Catherine M'Arthur, William M'Bride, Alexander M'Pherson, Robert Baird, Neil M'Cormick, Widow Slater, Duncan M'Conochie, Widow M'Phail, David Shan- non, John M'Ewan, and Wil- liam M'Gown. | |
| Yard and Shed - House and Garden - Barrs-brae Road - | Robert Hunter - Miss Milliken - The Provost, Bailies, Trea- surer, and Councillors of Port Glasgow, or Statute Labour Trustees. | John Walker and John Hall. Alexander Parker. The Public. | |
| Dwelling Houses and Garden Ground. | John Cuthbert - | John Cuthbert, Daniel Thomson, and Robert Laird. | |
| Dwelling House and Garden Ground. | Robert Gilkison - | John Wilson. | |
| Whinstone Quarry - | Lady Shaw Stewart and Sir Michael Shaw Stewart, Ba- ronet. | Walter and John King. | |
| Rope-work, Ground, and Buildings. | Archibald Baine, Colin Camp- bell, Henry Birkmire, David Johnston, carrying on Busi- ness under the Firm of the Gourock Rope-work Com- pany, Greenock. | Archibald Baine, Colin Camp- bell, Henry Birkmire, David Johnston, carrying on Busi- ness under the Firm of the Gourock Rope-work Company, Greenock. | |
| Yard or Ground - | Archibald Baine, Colin Camp- bell, Henry Birkmire, David Johnston, carrying on Busi- ness under the Firm of the Gourock Rope-work Com- pany, Greenock. | Archibald Baine, Colin Camp- bell, Henry Birkmire, David Johnston, carrying on Busi- ness under the Firm of the Gourock Rope-work Company, Greenock. | |
| Duck Factory and Flax Mill. | Archibald Baine, Colin Camp- bell, Henry Birkmire, David Johnston, carrying on Busi- ness under the Firm of the Gourock Rope-work Com- pany, Greenock. | Archibald Baine, Colin Camp- bell, Henry Birkmire, David Johnston, carrying on Busi- ness under the Firm of the Gourock Rope-work Company, Greenock. | |
| Cellars, Storehouses, and Office. | Archibald Baine, Colin Camp- bell, Henry Birkmire, David Johnston, carrying on Busi- ness under the Firm of the Gourock Rope-work Com- pany, Greenock. | Archibald Baine, Colin Camp- bell, Henry Birkmire, David Johnston, carrying on Busi- ness under the Firm of the Gourock Rope-work Company, Greenock. | |
| Dwelling Houses, Stables, and Gar- den. | Thomas Fleming - | Thomas Fleming, Mrs. Barclay, Hugh Nimmo, Joseph Paton, Hugh Demsay, and Widow Turner. | |
| Garden Ground - | John Walker - | Alexander Murray and Widow Galbraith. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|---|-----------------------------|
| Garden Ground - Garden Ground - | Mrs. Laird - - - William M'Naught, Trustee under the Settlement of John Blackwood. | Thomas Fleming. James Fullerton. | |
| Dwelling Houses and Garden Ground. | William Clark - - - | James Holmes, John M'Kay, Alexander Henry, John Morris, James Skelly or Scullion, Ro- bert Laurie, Daniel Fullerton, James White, Widow M'Fie, Widow Blue, John Henry, James Christie, Thomas M'Kerry, Henry Cargill, Duncan Came- ron, John Kirkwood, Dugald Darroch, Ann Spiers, Widow Paterson, John M'Donald. | |
| Dwelling Houses, Garden Ground, Cellars, and Stable. | Alexander Neilson, James Lade, carrying on Business under the Firm of Neilson and Lade, James Lang and Widow Lang. | James Hair, Peter M'Adam, Da- vid Gibb, Robert Fotheringham, and James Telfer. | |
| Dwelling House and Garden Ground. | Walter M'Kechnie, Isabel M'Kechnie or Muir, and William Muir. | Walter M'Kechnie and John How. | |
| Dwelling Houses and Garden Ground. | Thomas Fleming, Peter Fle- ming, Trust Disponees of Peter Fleming. | Joseph Tucker, Oliver Horne, Alexander M'Phail, Edward M'Ginty or M'Kenzie, and James Dirran. | |
| Weaver's Shop and Garden Ground. | Robert Hunter Gilmore - - | Archibald Lang. | |
| Garden Ground - House and Garden Ground. | James Telfer - - - Mrs. Elizabeth Cuthbert, Wil- liam Telfer, John Scott, Ro- bert Craig, James Houston, Trust Disponees of James Holmes and Alexander Holmes. | James Telfer. Walter M'Arthur, Henry M'Au- lay, John Fleming, Daniel M'Fad- yen, James M'Kinstry, and James Holmes. | |
| Garden Ground - | Mrs. Margaret Morris, James Morris, and Robert Davie. | Widow Williamson and Wil- liam Allan. | |
| Garden Ground - | Mrs. Mary Hamilton, John Hamilton, Mrs. Jean West- land, and James Westland. | James Ritchie, John Hamilton, and Edward Gibbons. | |
| Dwelling Houses and Garden Ground. | John Blackburn - - - | John M'Arthur, Widow M'Ar- thur, Hugh Peacock, Samuel Deaves, and George Andrew. | |
| Dwelling Houses and Garden Ground. | John Clark - - - | John Clark, John Andrew, Neil Clark, James Howie, Daniel Watson, Widow Glen, William Connell, James Tonner, and Archibald M'Crae. | |
| Dwelling Houses, Washing-houses, and Garden Ground. | James Holmes - - - | James Holmes and Alexander Hamilton. | |
| House and Garden Ground. | Jean Stewart or Baxter, Dun- can Baxter, Mary Stewart or Sim, and John Sim. | John M'Aulay. | |
| Houses, Offices, and Garden Ground. | Alexander Brown - - - | Alexander Brown. | |
| Dwelling Houses, Sail- loft, Cellars, Sta- bles, and Lane or Passages. | Alexander Brown - - - | John Duncan and Co., Alexander M'Intyre, John Walker, Mar- garet Fleming, and James Fyfe. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|--|--|--|-----------------------------|
| Dwelling Houses and Garden Ground. | James Holmes - - | James Holmes, John Graham, Alexander Adam, John Paul, John Holmes, Peter Boag, and Robert Dick. | |
| Dwelling Houses and Garden Ground, Washing-house, Warehouse, and Cellars, and Court. | Alexander Brown - - | Alexander Brown and Peter Murchie. | |
| Dwelling Houses, unfinished House, and Garden and other Ground. | John Baine - - | John Mitchell and John M'Kay. | |
| Dwelling Houses and Ground. | Widow Reid, or the Reverend John Parker and Miss Barnhill. | Widow M'Arthur, Hugh M'Donald, and James Morrison. | |
| Dwelling Houses, Cellars, and Garden Ground. | Miss Barnhill, Mrs. Elizabeth Ewing, Mrs. M'Lean, Mrs. Margaret Scott, and Matthew Scott. | James Westland, George Tod, John Elsworth, Widow M'Lean, and Rose King. | |
| Dwelling Houses, Cellars, and Garden Ground. | Mrs. Marion Paterson - | Peter Montgomery and Alexander Primrose. | |
| Garden Ground and Loom-shops. | Archibald Baine, Colin Campbell, Henry Birkmire, David Johnston, carrying on Business under the Firm of the Gourock Rope-work Company, Greenock. | Archibald Baine, Colin Campbell, Henry Birkmire, David Johnston, carrying on Business under the Firm of the Gourock Rope-work Company, Greenock. | |
| Dwelling Houses, Offices, and Garden. | John Leggat - - | Andrew Williamson, John Leggat, and John Brown. | |
| Dwelling House, Offices, and Garden. | James M'Lean - - | James M'Lean. | |
| Dwelling House, Offices, and Garden. | Mrs. Boyd - - | Mrs. Boyd and James Dykes. | |
| Dwelling House, Offices, and Garden. | Mrs. M'Murtrie - - | Mrs. M'Murtrie. | |
| Dwelling House - | Miss Janet Campbell - | Miss Janet Campbell. | |
| Weaving Factory and Dwelling Houses. | Archibald Baine, Colin Campbell, Henry Birkmire; David Johnston, carrying on Business under the Firm of the Gourock Rope-work Company, Greenock. | Archibald Baine, Colin Campbell, Henry Birkmire, David Johnston, carrying on Business under the Firm of the Gourock Rope-work Company, Greenock, Henry Birkmire and William Birkmire. | |
| Campbell Street - | The Provost, Bailies, Treasurer, and Councillors of Port Glasgow. | The Public. | |
| Dwelling Houses, Shed, and Garden Ground. | Mrs. Christian M'Farlane, Widow of Peter M'Farlane, Life-rentrix, and Alexander M'Farlane, Fiar. | John Connolly, Samuel M'Millan Henry Crawford, Michael M'Lachlan, Widow Hutchison, Widow Mill, and Widow Semple. | |
| Houses and Garden - | George Renwick - - | William Reid, Widow Quig, William Henry, James Lafferty, John Hurl, William Burnet, John Killochan, James M'Arthur, Samuel Craig, James Diven, Thomas Corran, John Wilson, Margaret Price, Rose Fletcher, George Divan, John Roxburgh, and Widow Cunningham. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|--|--|--|-----------------------------|
| Garden Grounds - Burying Ground and Lairs. | William Clark - - - Nathan Hunter, Thomas Allan, Henry Birkmire, George Renwick, Mathew Scott, and James M'Nair. | John M'Ginty or M'Kenzie. | |
| Sugar-house, Cooper- age, and Garden Ground. | James M'Lean - - - | James M'Lean. | |
| Robert Street - | The Provost, Bailies, Treas- urer, and Councillors of Port Glasgow. | The Public. | |
| Bay Street - - | The Provost, Bailies, Treas- urer, and Councillors of Port Glasgow. | The Public. | |
| Newark Garden - | Lady Shaw Stewart, Sir Mi- chael Shaw Stewart, Baronet. | Charles Williamson. | |
| Dwelling Houses - | Mrs. Wood, Widow of William Wood, Life-rentrix, Mrs. Janet Montgomery and Peter Montgomerie, Fiars. | Widow How, Thomas Brodie, John M'Lean, John Walker, James Park, and Robert Kitchen. | |
| Garden Ground - | Lady Shaw Stewart and Sir Mi- chael Shaw Stewart, Baronet. | William Law. | |
| Cooperage and Sta- bles. | Matthew Brown - - - | Matthew Brown. | |
| Orchard and Houses | Lady Shaw Stewart and Sir Mi- chael Shaw Stewart, Baronet. | Mrs. Blackwood. | |
| House and Ground - | Lady Shaw Stewart and Sir Mi- chael Shaw Stewart, Baronet. | Alexander Glen. | |
| Old Mill, back Ground, and Rivulet or Watercourse. | Lady Shaw Stewart and Sir Mi- chael Shaw Stewart, Baronet. | Matthew Brown. | |
| Reservoir - - | The Provost, Bailies, Treas- urer, and Councillors of Port Glasgow. | The Provost, Bailies, Treasurer, and Councillors of Port Glas- gow. | |
| Dwelling Houses, Ground, and Per- tinent. | William Law - - - | William Law, James Roxburgh, and John Rae. | |
| Dwelling Houses and Garden. | James Love - - - | James Love, Alexander Buch- anan, Alexander Dundas, Ar- chibald Glen, William Wright, and Widow Boag. | |
| Dwelling Houses and Garden. | Widow Scott, Life-rentrix, Mrs. James Crawford, John Crawford, and James Craw- ford. | Widow Scott, Widow Crawford, William Ferrier, Joseph Dick- son, Widow Smith, and Ber- nard M'Bride. | |
| Dwelling Houses and Garden. | Mrs. Taylor - - - | Edward M'Colvin and Widow Taylor. | |
| Dwelling Houses and Ground. | John Miller - - - | Daniel M'Ewan, John Miller, Hugh M'Conochie, Robert King, William Foster, and Robert Moonie. | |
| Dwelling House and Ground. | Thomas Taylor, John Lang, and Arthur Lang, in Posses- sion under Deed of Mortgage. | Robert Moonie and Felix Coran. | |
| Turnpike Road lead- ing from Port Glas- gow by Kilmalcolm. | The Provost, Bailies, Treas- urer, and Councillors of Port Glasgow, or the Trus- tees of the Turnpike Road leading from Port Glasgow by Kilmalcolm. | The Public. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|--|-----------------------------|
| Dwelling Houses and Garden. | Peter Montgomery - - | Peter Montgomery, William Foot, James Foster, William Park, and Widow Connell. | |
| Garden Ground - | Lady Shaw Stewart and Sir Michael Shaw Stewart, Baronet. | William Law and Bernard M'Bride. | |
| Garden Ground - | Lady Shaw Stewart and Sir Michael Shaw Stewart, Baronet. | Bernard M'Bride. | |
| Vacant Ground - | Lady Shaw Stewart and Sir Michael Shaw Stewart, Baronet. | | |
| Timber Ponds - | Peter Montgomery - - | Adam Paterson, Baird and Brown. | |
| Shore Ground - | Peter Montgomery - - | Peter Montgomery. | |
| Bleaching Green and Washing-house. | Peter Montgomery - - | William Crawford. | |
| Dwelling House, Garden, and Shore Ground. | Robert Angus - - | Matthew Brown - - | Matthew Brown. |
| Garden Ground - | Reverend John Parker - | Reverend John Parker. | |
| Turnpike Road leading from Port Glasgow to Glasgow. | Trustees of the Turnpike Road leading from Port Glasgow to Glasgow. | The Public. | |
| Ship-building Yard, Ground, and Buildings, and other Erections thereon. | Mrs. Martin - - - | Peter Murchie. | |
| <i>Parish of Kilmalcolm.</i> | | | |
| Garden Ground and Offices. | Robert Angus - - | Matthew Brown - - | Matthew Brown. |
| Ground and Rope-walk. | Miss Margaret Dougal - | Robert Fyfe, John Williamson | |
| Thatched House and Garden, Shed, and Part of Rope-walk and Road. | Miss Margaret Dougal - | Robert Fyfe. | |
| Plantation or Belt of Planting. | Miss Margaret Dougal - | Matthew Brown - - | Matthew Brown. |
| House, Plantation, Orchard, and Avenue. | Alexander M'Coll, Robert Angus, Dr. William Crawford, Trustees of the deceased John King and James Foster King. | Alexander Ferrier. | |
| House and Garden Ground. | Robert Angus, Archibald Falconer, William Crawford, and Alexander Neilson, Trustees and assumed Trustees of the deceased James Foster. | John Williamson. | |
| House, Offices, Avenue, and Garden. | Robert Angus, Archibald Falconer, William Crawford, and Alexander Neilson, Trustees and assumed Trustees of the deceased James Foster. | Alexander M'Coll and John Williamson. | |
| House, Offices, and Avenue. | Robert Angus, Archibald Falconer, William Crawford, and Alexander Neilson, Trustees and assumed Trustees of the deceased James Foster. | John Yates - - - | John Yates. |
| Garden or Orchard | Robert Angus, Archibald Falconer, William Crawford, and Alexander Neilson, Trustees and assumed Trustees of the deceased James Foster. | James Calder. | |
| Avenue, Lodge, and Plantation. | John May - - - | John May and David Connell. | |
| Shore Ground - | John May - - - | John May. | |

[Local.]

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| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Leesees. |
|---|---|---|-----------------------------|
| House, Garden, Orchard, Avenue, and Green North of House. | Miss May and John May - | Miss May. | |
| Farmhouse and Offices. | John May - - - | William Wright. | |
| Old Garden of Finlayston, now a Field. | William Cunningham Cunningham Graham, Edward M ^c Millan, his Commissioner, James Brown and Edward M ^c Millan, his Trustees, James Brown, his Judicial Factor, Alexander Hamilton, common Agent in Ranking and Sale of his Estates, and Robert Cunningham Bontine. | Robert Cunningham Bontine. | |
| House and Yard, Ground and Shore Ground. | William Cunningham Cunningham Graham, Edward M ^c Millan, his Commissioner, James Brown and Edward M ^c Millan, his Trustees, James Brown, his Judicial Factor, Alexander Hamilton, common Agent in Ranking and Sale of his Estates, and Robert Cunningham Bontine. | John Clark. | |
| Avenue - - | William Cunningham Cunningham Graham, Edward M ^c Millan, his Commissioner, James Brown and Edward M ^c Millan, his Trustees, James Brown, his Judicial Factor, Alexander Hamilton, common Agent in Ranking and Sale of his Estates, and Robert Cunningham Bontine. | Robert Cunningham Bontine and Alexander T. Clark. | |
| Turnpike Road leading from Glasgow to Greenock. | The Trustees of the Turnpike Road leading from Glasgow to Greenock, Lawrence Hill, Clerk. | The Public. | |
| <i>Parish of Erskine.</i> | | | |
| Shore Ground - | William Cunningham Cunningham Graham, Edward M ^c Millan, his Commissioner, James Brown and Edward M ^c Millan, his Trustees, James Brown, his Judicial Factor, Alexander Hamilton, common Agent in Ranking and Sale of his Estates, and Robert Cunningham Bontine. | John Clark. | |
| Plantation, Avenue, and Porter's Lodge. | William Cunningham Cunningham Graham, Edward M ^c Millan, his Commissioner, James Brown and Edward M ^c Millan, his Trustees, James Brown, his Judicial Factor, Alexander Hamilton, common Agent in Ranking and Sale of his Estates, and Robert Cunningham Bontine. | Robert Cunningham Bontine. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|--|--|---|-----------------------------|
| Wood or Plantation - | Lieutenant General Duncan Darroch. | Lieutenant General Duncan Darroch. | |
| House, Offices, Plantation, and Yard. | Lieutenant General Duncan Darroch. | Robert Rodger. | |
| Ground and Plantation. | Lieutenant General Duncan Darroch. | James Mirkland - - - | James Mirkland. |
| Shore Ground - | Lieutenant General Duncan Darroch. | Robert Rodger - - | Robert Rodger. |
| Shore Ground - | Lieutenant General Duncan Darroch. | James Mirkland - - | James Mirkland. |
| House, Avenue, Plantation, and Policy. | The Honourable Miss Semple, John May. | Honourable Miss Semple. | |
| Shore Ground - | Lieutenant General Duncan Darroch. | John King - - - | John King. |
| Farmhouse, Offices, Court, and Yard. | Lieutenant General Duncan Darroch. | John King - - - | John King. |
| Turnpike Road leading to Millbank, Barrochan Cross, and Houston. | Trustees of the Turnpike Road leading from Glasgow and Greenock, Turnpike Road to Houston, Lawrence Hill, Clerk; or the Trustees under the Statute Labour Act for making and repairing the Roads in the Parish of Erskine, Lawrence Hill, Clerk. | The Public. | |
| House, Offices, Court, and Yard. | Lord Blantyre and his Curators. | Widow Dewar. | |
| Shore Ground - | Lord Blantyre and his Curators. | Widow Dewar. | |
| Plantation - - | Lord Blantyre and his Curators. | Lord Blantyre and his Curators. | |
| House, Offices, and Yard. | Lord Blantyre and his Curators. | Robert Stewart. - - | Thomas Somerville. |
| House, Offices, and Barn-yard. | Lord Blantyre and his Curators. | Matthew Holmes and John Holmes. | |
| Plantation - - | Lord Blantyre and his Curators. | Lord Blantyre and his Curators. | |
| Parish Road - | The Trustees under the Statute Labour Act for making and repairing the Roads in the Parish of Erskine. | The Public. | |
| Roads - - - | The Trustees under the Statute Labour Act for making and repairing the Roads in the Parish of Erskine. | The Public. | |
| Turnpike Road leading from Glasgow to Greenock. | The Trustees of the Turnpike Road leading from Glasgow to Greenock. | The Public. | |
| Dwelling Houses and Garden. | Mrs. Jean Edgar, Life-rentrix, and Mrs. Bethia Edgar, Fiar. | Mrs. Jean Edgar and George Edgar. | |
| Dwelling Houses and Garden. | John M'Neil and James M'Neil. | James M'Neil, Daniel M'Alpine, and Daniel M'Nicol. | |
| Dwelling Houses and Garden. | John Kerr - - - | John Kerr, Widow Drew, Murdoch M'Kenzie, and James Chalmers. | |
| Dwelling Houses, Joiner's Shop, Yard, and Garden. | Walter Alison and William Alison. | William Alison, Archibald Campbell, John Torrance, and Alexander Craig. | |
| Dwelling Houses and Garden. | Mathew Rodger junior. - - | Archibald Bell and Robert Young. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|-----------------------------|---|--|-----------------------------|
| Dwelling Houses and Garden. | Andrew Lighterness - - | Andrew Lighterness and Robert Lusk. | |
| Dwelling House and Garden. | Mrs. Margaret Neilson or King. | Mrs. Margaret Neilson or King. | |
| Dwelling Houses and Garden. | Walter Jamieson - - | Alexander Cross and Matthew Reid. | |
| Road or Avenue - | Matthew Rodger senior, Life-renter, and Matthew Rodger junior, Fiar. | Matthew Rodger senior and Matthew Rodger junior. | |
| Moss Ground - | William Maxwell - - | Andrew Milne - - - | Andrew Milne. |
| Moss Ground - | William Maxwell - - | William Maxwell. | |
| Moss Ground - | Lord Douglas - - - | William White and John White. | |
| Turnpike Road - | The Trustees of the Turnpike Road leading from Barnsford Toll Bar to Houston, Lawrence Hill, Clerk. | The Public. | |

Parish of Inchinnan.

| | | | |
|---|----------------------------------|---------------------|----------------|
| Houses and Yard, Moss and other Ground. | William Maxwell Alexander - | Angus M'Fie - - - | Angus M'Fie. |
| Houses and Yard, Moss and other Ground. | William Maxwell Alexander - | James Adam - - - | James Adam. |
| Houses and Yard, Moss and other Ground. | William Maxwell Alexander - | William Perry - - - | William Perry. |
| Moss Ground - | Archibald Campbell of Blythwood. | William Craig - - - | William Craig. |

United Parishes of Houston and Killallan.

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|-----------------|---|-------------|--|
| Turnpike Road - | The Trustees of the Turnpike Road leading from Barnsford Toll Bar to Houston. | The Public. | |
|-----------------|---|-------------|--|

Parish of Kilbarchan.

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|---|----------------------|--|------------------|
| Farm Road or Blackston House Road. | William Napier - - - | William Napier, Allan Jackson, William Renfrew, and Allan Brown. | |
| Houses, Barn, Yard, private Road, and Garden. | William Napier - - - | Widow Renfrew and William Renfrew. | William Renfrew. |
| Plantation - - | William Napier - - - | William Napier. | |

Parish of Renfrew.

| | | | |
|----------------------------------|---|---|--------------------|
| Cot-house - - | William Maxwell Alexander - | Archibald Houston - - - | Archibald Houston. |
| Private Road to West Walkinshaw. | William Maxwell Alexander and Mrs. Frances Redfern. | Archibald Houston, William Maxwell Alexander, and Mrs. Frances Redfern. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|-------------------------------------|--|-------------------|-----------------------------|
| <i>Abbey Parish of Paisley.</i> | | | |
| Farmhouses, Barn, Yard, and Garden. | William Maxwell Alexander and Mrs. Frances Redfern. | Archibald Houston | Archibald Houston. |
| Private Road to West Walkinshaw. | William Maxwell Alexander and Mrs. Frances Redfern. | | |
| Parish Road - | The Trustees under the Statute Labour Act for making and repairing Roads in the Abbey Parish of Paisley. | The Public. | |
| Road - | The Provost, Bailies, Treasurer, and Councillors of Paisley. | The Public. | |

Middle Parish of Paisley quoad civilia—New North Parish of Paisley quoad sacra.

| | | | |
|---|---|--|---------------------------------------|
| Road - | Provost, Bailies, and Treasurer, and Councillors of Paisley. | The Public. | |
| Part of Race-course, Ground and Road adjoining Race-course. | The Provost, Bailies, Treasurer, and Councillors of Paisley. | Race Committee, John Auld, Secretary. | Race Committee, John Auld, Secretary. |
| Road - | The Provost, Bailies, Treasurer, and Councillors of Paisley. | The Public. | |
| Dwelling House - | James Logan | John M'Bride | John M'Bride. |
| House, Garden, and Grounds. | James Logan | Peter Paterson | Peter Paterson. |
| Roads - | The Provost, Bailies, Treasurer, and Councillors of Paisley. | The Public. | |
| Garden Ground - | James Logan | John Ferguson | John Ferguson. |
| Garden Ground - | James Pollock | Alexander Gollan. | |
| Garden Ground - | Charles James Fox Orr | Archibald M'Kenzie. | |
| Garden Ground - | Robert Rowan | Robert Rowan. | |
| Manure Depôt - | The Provost, Bailies, Treasurer, and Councillors of Paisley, or the Commissioners of Police. | The Provost, Bailies, Treasurer, and Councillors of Paisley, or the Commissioners of Police. | |
| Garden Ground in Plots. | The Provost, Bailies, Treasurer, and Councillors of Paisley. | Robert Moonie, Robert Adam, James Paterson, Archibald M'Lean, John Cowan, George Weir, and William Purdie. | |
| Garden Ground in Plots. | The Provost, Bailies, Treasurer, and Councillors of Paisley. | Vacant. | |
| Garden Ground or Fen | Heirs of Robert M'Lean, or Community. | Vacant, or Heirs of Robert M'Lean. | |
| Plots of Ground - | John Orr junior and Co. | John Orr junior and Co. | |
| Private or Occupation Roads to Gardens and other Ground and proposed Streets. | Provost, Bailies, Treasurer, and Councillors of Paisley. | | |
| Plot of Ground - | David Murray, William Murray, and J—— Murray. | David Murray, William Murray, and J—— Murray. | |
| Plots of Ground - | Mrs. Smith Fleming, Widow, for herself and her Children, Heirs of the deceased A—— Barr. | Mrs. Smith Fleming. | |
| Plot of Ground - | William Hardie, John Hart, John Fleming, Marion Chalmers, the Trustees of the deceased James Hodge, or the Provost, Bailies, Treasurer, and Councillors of Paisley. | The said Trustees, or the Community of Paisley. | |

| Description of Property. | Owners or reputed Owners. | Ocupiers. | Lessees or reputed Lessees. |
|--|---|---|-----------------------------|
| Dwelling Houses, Weavers Shops, Offices, and Garden. | John Findlay - - - | John Richmond, John Shearer, William Lochhead, Elizabeth Harvie, Gavin Cooper, William Paine, Robert Baine, Margaret Brown, James M'Garvie, Hugh Cullens, John Leeland, and James Lamb. | |
| Plots of Ground - | David M'Lean, Alexander M'Lean, William M'Lean, and Barbara M'Lean, Heirs of the deceased Robert M'Lean and Mrs. M'Lean or Smith, his Relict. | Widow Brown and the Heirs of Robert M'Lean aforesaid. | |
| Underwood Street - | Provost, Bailies, and Town Council of Paisley, or Commissioners of Police, as representing the Community. | The Public. | |

Middle Parish of Paisley.

| | | | |
|--|---|---|--|
| Stony Brae - | Provost, Bailies, and Town Council of Paisley, or Commissioners of Police, as representing the Community. | The Public. | |
| Garden and Pond - | Robert Farquharson. | Robert Farquharson. | |
| Vacant Ground - | Robert Farquharson - - - | Robert Farquharson. | |
| Ground or Slater's Yard. | John Gillespie - - - | John Gillespie. | |
| School of the General Sessions of the Town Parishes of Paisley. | John Stow, William M'Alister, and others, Members of Session for Behoof thereof. | — Murdoch. | |
| Wood-yard and Buildings. | James Bryce - - - | James Bryce. | |
| Twist or Thread Mill Timber Yard, Work-Shops, Sheds, and Buildings and Ground. | Robert Farquharson - Robert Paton - - - | Robert Farquharson. Robert Paton, James Lamb, and Duncan M'Gillivray. | |
| Court or Entrance to Garden. | Robert Farquharson and James Bland. | Robert Farquharson and James Bland. | |
| House, Stable, Byre-yard, and Court. | Robert M'Kechnie M. D. - | Widow Armour. | |
| Dwelling Houses, Shops, Court, and Offices. | Robert M'Kechnie M. D. - | Joseph Robertson, Andrew Crawford, James Caldwell, James Wallace, Peter Murdoch, Andrew Wilson, and Archibald Barr. | |
| Dwelling Houses, Shops, Joiners Workshops, back Ground, Garden, Green, and Yard. | James Bland - - - | John Blair, James Barclay, William Gibb, Robert Paton, Alexander Vallance, and Hugh Vallance. | |
| Dwelling Houses and Shops, Ground and Pertinents. | David Miller - - - | William Brown, Alexander Wylie, Mrs. Jean Galloway or Russell, Jane King, William Beath, Daniel Cameron, Mrs. Jean Paisley or Hector, James M'Straire, John M'Intyre, Charles Devlin, and Ann Dove. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|--|--|---|-----------------------------|
| Dwelling House, Warehouse, Offices, public Library, and Area. | Merchants Society, Alexander Gibson, Clerk, and Gavin Lang. | Gavin Lang, William Carlile and Company, Paisley Gas Company, Paisley Water Company, Paisley Library, John Muir, and Mrs. Janet Hamilton. | |
| Dwelling Houses, Cellars, Stables, Garden, Wash-house, Buildings, and Ground or Area. | Gavin Lang - - - | Gavin Lang, Widow Jones, Mrs. Lyle, James Sands, John Fleming, Helen Shields, Margaret Campbell, Edward Lafferty, Mary Ann Lafferty, James Craig, William Hogg, and Janet Hamilton. | |
| Moss Street - - | Provost, Bailies, Treasurer, and Councillors of Paisley, or Commissioners of Police, 'as representing the Community. | The Public. | |
| Dwelling Houses, Offices, Garden, back Ground, Entrance Court or Passage, and Stable, Brew-house, and Offices. | William Barr - - - | William Barr, William Barr junior, Mrs. Agnes Auchencloss or Stirling, James Donaldson, and Graham Macfarlane. | |
| Dwelling Houses, Workshops, back Ground, and back Buildings. | Alexander Blair, Jean Blair, Grizzel Blair, William Barr, Mortgagee in Possession. | John M'Queen, Robert Fleming, John M'Neil, William Mitchell, William Miller, Committee of the Sneddow Reading Room; the said John M'Queen Preses, Widow Blackwood, William Gilchrist, Jean Miller, Agnes M'Connelly, James Hutchinson, Thomas Mathie, Widow M'Guire, James M'Grath, James Cairnie, Widow Galletly, John Cochran, George Fleming, John M'Gregor, Graham M'Farlane, and Mrs. Agnes Auchincloss or Stirling. | |
| Dwelling House, back Ground, and Buildings. | Robert Urie - - - | Robert Muir. | |
| Dwelling House and Warehouse, back Ground and Garden. | John Kerr - - - | John Kerr, John Kerr and Son. | |
| Dwelling House and back Ground. | Mrs. Jean Gibb or Craig - | Mrs. Jean Gibb or Craig. | |
| Dwelling House, Loom-shop, and back Ground. | William Taylor and John Taylor. | William Taylor and John Taylor. | |
| Dwelling Houses, back Buildings, and back Ground. | Robert Cochran - - - | Robert Cochran, Thomas Campbell, John Ferguson, Ann Carswell or M'Lachlan, Widow Jamieson, Alexander Wallace, William Gilmour, and Alexander Muir. | |
| Congregational Church Meeting-house. | Reverend Robert M'Lachlan, James Telfer, William Waterstone, David Baine, George Fisher, John Muir, James Barton, James Taylor, and others, as Trustees of the Congregational Church in Paisley. | | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|--|---|--|-----------------------------|
| Gilmore Street - | Provost, Bailies, Treasurer, and Councillors or Commissioners of Police of Paisley, as representing the Community, or the Gaol and Bridewell Commissioners. | The Public. | |
| Dwelling Houses, Shops, and back Ground. | William Vessie, Thomas Carswell, Robert Stevenson, and John Buchanan, Trust Disponees of the deceased John Fell Carswell. | Walter Barr, James Graham, John Dyer, Thomas Rutledge, Philomel Rice, James M'Cracken, Widow Monteith, and Widow Docherty. | |
| Workshops, Dwelling Houses, and Ground. | John M'Alpin - - - | John M'Alpin. | |
| Dwelling Houses, Shops, Ground, and Buildings. | Robert Jackson, Mrs. Agnes Jackson or Young, James Young, Mrs. Elizabeth Alexander or Wolfenden. | John Norris, John Lang, Mrs. Wolfenden, Neil Campbell, Widow M'Graw, Mary and Rose King, John Millar, Mary Marshall, Widow Niven, James Torrens, David M'Lera, Robert Adam, James M'Guire, Widow Ewing, Widow M'Ewen, Widow Kean, Henry M'Kenzie, and Daniel Kennedy. | Andrew M'Gown. |
| Dwelling Houses, Court, Green, Timber Yard, Workshops, and Buildings. | Mrs. Elizabeth Crawford, Relict, and Margaret Crawford, Daughter, of the deceased John Crawford, his Trustees. | Mrs. Elizabeth Crawford, Ann Maxwell, William King, Margaret M'Pherson, Widow M'Kellar, John Hunter, and Robert Hunter. | |
| Dwelling Houses, Shops, Court, Timber Yard, Workshops, Ground, and Buildings. | Lachlan M'Neil - - - | John M'Laren, Widow Wark, John Bell, Richard Dunlop, James M'Ghine, Thomas Hanna, James Logan, Lauchlan M'Neil, Widow Wilson, John M'Kenzie, Euphemia M'Gown, Peter M'Glinchie, Torrance Gallochar, Adam Coats, James Nixon, David Coulter, William Bell, John Hunter, and Robert Hunter. | |
| Vacant Ground - | Gaol and Bridewell Commissioners; Robert Wilie, Clerk. | The Public or said Commissioners. | |
| Butcher's Shop - Dwelling Houses and Shops, Yard, back Ground, and Buildings. | William Barr - - - William Barr - - - | Robert Muir. Daniel Cowan, Edward M'Ilroy, John Allison, James Peacock, and James Donald. | |
| Dwelling Houses and Shops, Cellars and Buildings, and Ground and back House. | John Gemmill - - - | John Baine, William Wilson, Murdoch M'Pherson, John Gemmill, Elizabeth M'Neil or Alcock, and William Gatherall. | |
| Dwelling Houses, Shops, Cellars, Passages, and Ground. | John Leishman, Alexander Speirs, Thomas Crichton, John Craig, Ann Craig or Carswell, Robert Stevenson, Trust Disponees of the deceased Robert Carswell. | Thomas M'Gregor, T. M' Hew, Helen Semple, James Smith, William Hogg, Mary Gilchrist, Peter Killochan, Richard Aitkinson, James Beirs, Widow M'Kinlay, Daniel M'Luskey, Widow Thomson, Dugald Duff, Adam Cairns, Robert Muir, George Thomson, Widow Hendry, Widow Dennett, George Richardson, John M'Lusky, and Widow Finlay. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|---|-----------------------------|
| Dwelling Houses, Shops, Passage, Ground, and Buildings. | William Barr - - | Alexander Kelvin, George M'Ginlay, Edward Boyle, James Boyle, Widow M'Arthur, and James White. | |
| Dwelling Houses Shop, Passage, Ground, Buildings, and Pertinents. | James Boyle, Ann Boyle, William Giffen, James Boyle junior, William Giffen, Factor, or the Representatives of John Boyle deceased, by his Deed of Settlement. | Peter Lang, Mary Campbell, and Ann Brown. | |
| Dwelling Houses, Shops, Cellars, Bakehouse, Yard, and Buildings. | James Hendry - - | Alexander M'Gillivray, William Warrington, and David Semple. | |
| Dwelling Houses and Shops, Cellar, and Schoolroom. | William Martin, Mrs. Mary Rowan or Caldwell, James Spence, the late William Barr's Representatives, or William Barr, in Possession under Deed of Mortgage. | James Thomson, William Wallace, Andrew Gardner, Isabella Stewart, John M'Laren, William Millar, Magdalen Pollock, Widow Anderson, James Houston, Andrew Cochran, Edward M'Donald, and Alexander Bailie. | |
| Ground - - | Mrs. Mary Rowan or Caldwell | The Tenants of Mrs. Caldwell above named. | |
| Dwelling Houses, Shops, Workshops, and Ground. | Andrew Arthur - - | Widow M'Kaig, William Swanson, Thomas Smith, John Fisher, William Stewart, Neil Graham, Widow Young, Archibald Gibb, and Widow Richmond. | |
| Dwelling Houses, Shop, and Ground. | Alexander Leiper - - | Andrew Lamb, P Early, and Widow Hay. | |
| Dwelling Houses, Shop, and back Ground. | Alexander Leiper, Mrs. Elliot Montgomery or Bell, for herself the said Mrs. Elliot Montgomery or Bell, John Montgomerie Bell and Alexander Montgomerie Bell, Trust Disponees of the deceased Miss Henrietta Montgomerie. | Archibald Young, William Wilson, Walter Colquhoun, Robert Aitkin, John Campbell, and Widow Henderson. | |
| Plot of Ground presently used as a Bleaching Green. | Alexander Leiper - - | The Tenants of the said Alexander Leiper above named. | |
| Dwelling Houses, Yards, and Buildings, and Ground. | Commissioners for the Gaol and Bridewell of Paisley; Robert Wylie, Clerk. | William Hart, Peter Lang, Peter Barr, and William Leighton. | |
| Vacant Ground - | Commissioners for the Gaol and Bridewell of Paisley; Robert Wylie, Clerk. | The Public. | |
| The River White Cart | Provost, Bailies, Treasurer, and Councillors of Paisley, Trustees of the River Cart; G. Lang, Clerk. | The River Trustees, or the Public. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|--|-----------------------------|
| <i>High Church Parish of Paisley.</i> | | | |
| House, Offices, and Garden. | John Orr junior and Company. | John Orr junior. | |
| House, Offices, Shrubbery, and Garden. | Mrs. Archibald Barr for herself and her Children, Heirs of the deceased A—— Barr. | Mrs. Archibald Barr, and Alexander M'Come. | |
| Dwelling House, Loom-shops, Garden, and Offices. | Mrs. Jean M'Farlane or Shearer, | George Weir, James Wallace, James Gentles, and Alexander Shearer. | |
| House, Offices, and Garden. | James Lamb - - - | James Lamb. | |
| Stripe of Ground and Garden. | Janet Robertson, Life-rentrix, John Leishman, Reverend Mathew Leishman, Robert Leishman, Marion Leishman, and Janet Leishman, Trust Disponees of the deceased Thomas Leishman. | John Leishman. | |
| House and Garden | Janet Robertson, Life-rentrix, John Leishman, Reverend Mathew Leishman, Robert Leishman, Marion Leishman, and Janet Leishman, Trust Disponees of the deceased Thomas Leishman. | John Leishman. | |
| Porter's Lodge, Avenue, and Shrubbery. | The Trustees of the deceased John Reid. | James Hume and John Leishman. | |
| <i>Abbey Parish of Paisley.</i> | | | |
| River White Cart - | The Trustees of the River Cart, or the Public. | The Public. | |
| Skinner's Yard, Dye-works, Courts, Buildings, Dwelling Houses, Stables, and Ground. | Mrs. Elliot Montgomerie or Bell, John Montgomerie Bell, and Alexander Montgomerie Bell, Trust Disponees of the deceased John Bell. | John Burnside, Archibald M'Callum, Janet Johnston, Widow Ritchie, John Cathcart, William Lindsay, John M'Kenzie, Thomas Auld, John Andrews, and Alexander M'Callum. | |
| Smith Hill's Street - | The Provost, Bailies, Treasurer, and Councillors of Paisley, or the Commissioners of Police. | The Public. | |
| Dwelling Houses, Shops, Bakehouse, Store, Stable-yard, Area, Ground, and Buildings. | Alexander Gibb - - - | Widow Gallochar, Widow Devlin, Duncan Ferguson, Widow Brown, George Taylor, Robert Patison, Bakers Society, Adam Cairns, Clerk, Edward Brown, James Baird, and Widow Mitchell. | |
| Court-yard, Ground, and Buildings. | Alexander Gibb - - - | Widow Inglis, and William Inglis. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|---|--|-----------------------------|
| Dwelling Houses, Loom-shops, and Ground. | Alexander Gibb - - | Widow Inglis, John Burnside, Widow Nicol, Widow Bowes, John Niven, Widow M'Kirdy, Widow Armour, and Euphemia M'Dougal. | |
| Dwelling Houses, Cellars, and back Ground. | Mrs. Mary Ann Caldwell, Life-rentrix, Agnes Caldwell or Kidd, and George Kidd and Susan Caldwell, Fiars. | Widow Caldwell, Janet White, Widow Semple, Robert Carswell, Widow Hunter, Widow Stewart, and John Cathcart. | |
| Weavers Shops, Dwelling Houses, back Ground, and Buildings. | Robert Wight, James Nicholson, John Cameron, David Gray, Robert Nicholson, Thomas Nicholson, Widow Nicholson, Thomas Nicholson junior, Elizabeth Gillies or Laird, and Alexander Laird. | John Robertson, John Cameron, Robert Paton, Peter Wright, William George, Widow Elizabeth Blackie or Nicholson, Agnes Aitken or Nicholson, Maria M'Ausland, Anthony Hallicot, John M'Lennan, and James Hadden. | |
| Dwelling Houses, Weavers Shops, back Ground, School-room, and Court or Passage. | Alexander Haldane - - | Alexander Haldane, Widow M'Alpine, James Hadden, Stewart Cochran, Widow Manuel, Catherine Munro, Hugh Morrison, John Kerr, James Gillies, and James Anderson. | |
| Dwelling Houses, Weavers Shops, Garden and other Ground. | William Crawford - - | William M'Grigor, William Crawford, and John Edgar. | |
| Dwelling Houses, Weavers Shops, and back Ground. | William Brown - - | James Aitken, Widow Hamilton, Thomas Aitken, and Hugh Campbell. | |
| Dwelling Houses, Weavers Shops, and Court, Ground and Buildings. | James M'Farlane - - | Duncan M'Larty, Widow Cochran, Robert Wright, Alexander Wylie, William Perry, James Allan, Widow Kyle, Neil Leitch, Alexander Laird, John M'Vey, Donald M'Neil, Lennie M'Geoch, James Calligan, John Sim, William Lyle, Archibald M'Bride, Thomas Wylie, Alexander Elder, James Hamilton, Philip Dinnan, John Sim, Margaret Aird, John Clark, Robert Galloway, Henry Bailie, Hugh M'Millan, William Watson, James Warnock, and Archibald Harvie. | |
| Dwelling Houses, Warehouses, Cellars, Court, Ground, and Buildings. | James Nairn - - | Widow Cumming, Widow M'Larty, Duncan M'Larty, William Stewart, David Brown, John M'Naught, Archibald Taylor, William Baillie, George Mooran, Ann and Mary Black, William Muir, William Fleming, Thomas Hamilton, Andrew Whiteford, and Peter M'Ausland. | |
| Malt Barn, Ground, Kiln, and Buildings, Ground Passage to Dwelling House. | Miss Alicia Dixon - - | Edward B. Buchanan and Miss Alicia Dixon. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|---|-----------------------------|
| Shop, Dwelling Houses, back Ground, and Buildings. | James Cochran - - | David Middleton, John Cochran. | |
| Dwelling Houses, back Ground, and Buildings. | William Dick - - - | Widow Beveridge, Donald M'Donald, Nancy Jamieson, and Widow Andrew. | |
| Dwelling Houses, Weavers Shops, Ground, and Buildings. | Mathew Cathcart - - | Mathew Cathcart, James Jack, David Thomson, Widow Sharp, and William Fraser. | |
| Dwelling Houses, Buildings, Ground, and Rope-work Walk. | Thowas M'William, Archibald M'William, John Marshall, Alexander Gibson, John Houston, Trust Disponees of the late John Miller. | John Smith, Charles Murray, William Sharp, Alexander Russell, and Widow Cherry. | |
| Dwelling Houses and Ground. | Alexander Caldwell - - | Alexander Caldwell, George Wood, Andrew Barr, and Widow Gray. | |
| Dwelling Houses, Buildings, and Ground. | John Anderson - - | Widow Haggarty, Widow Gilchrist, William Gilchrist, William Stewart, John Gray, John Connel, Widow Smith, and Andrew Manuel. | |
| Dwelling Houses, Ground, and Buildings. | David Barber - - | John Bulday, Widow Muir, David Barbour, Thomas M'Mickin, Peter Maloney, and Widow M'Gloirchie. | |
| Dwelling House, Shop, and back Building and Ground. | John Adam - - | Widow M'Taggart. | |
| Dwelling House, back Ground, Shop, and Garden. | Samuel Aitken - - | Samuel Aitken, Thomas Connelly, and Widow Murray. | |
| Dwelling Houses, Byre, Ground, and Buildings. | John Nicol - - - | John Nicol, Alexander Brown, and George Howett. | |
| Dwelling House and Ground. | John M'Kechnie, John Anderson, in Possession under Deed of Mortgage. | Robert Reid. | |
| Dwelling Houses and Ground. | John M'Kechnie, John Anderson, in Possession under Deed of Mortgage. | David Hogg, Charles Martin, and Alexander Boose. | |
| Dwelling Houses and Shop and Ground. | Widow Ann Malloch or Bankhead. | Thomas Hamilton. | |
| Dwelling Houses, Shop, Cellars, and Ground. | John Watt - - | Alexander Anderson, John Rae, James Melville, Widow Steven, John Goodlet, Widow Jamieson, John Cowan, Blyth Steven, Robert Snodgrass, Widow Jamieson, James Warnock, William Young, Mary Miller, John Watt, Widow Craig, and James Smith. | |
| Dwelling Houses and Ground. | John Watt - - | Thomas M'Kay, Widow Beaton, Robert Weir, James Gordon, Hugh Erskine, Widow Duncan, John Wright, Samuel M'Ilwee, David Aytoun, David Rochhead, David Andrew, and Joseph Kincaid. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|--|---|--|-----------------------------|
| Dwelling Houses, Ground, and Passage. | Hugh Booze - - | Peter M'Intyre, Widow Lang, David Gray, John Manuel, and Mary Cunninghame. | |
| Dwelling Houses, Shop, and Ground. | Mathew Steward - - | James Hutcheson and James Lochhead. | |
| Dwelling Houses, Weavers Shops, and Ground. | James Henry - - | William M'Nab, Thomas Boscoll, James Orr, John Boscoll, Andrew Ker, Andrew Ker junior, James Harper, James Brown, James Irvine, and William M'Nab. | |
| Tenement and back Ground. | William White - - | Widow Stark, John Finnoch, Malcolm Kerr, and James Harper. | |
| Dwelling Houses and back Ground. | Andrew Clark - - | Andrew Clark and William Melish. | |
| Dwelling Houses, Offices, and other Erections, Garden and Passage. | Alexander Marshall - - | Alexander Marshall, Widow Black, Daniel Murray, Archibald Gilchrist, and Thomas Hamilton. | |
| Dwelling Houses, back and front Passage, and Ground. | William Forrest and Matthew Slater. | Archibald Cowan, John Mitchell, William Donaldson, Robert Snodgrass, John Cowan, Blyth Slavin, Mathew Crawford, William Miller, John Crawford, William Fisher, John Cochran, William M'Ewen, William Allardice, James Cochran, Charles M'Hutcheon, James Slaven, James Johnston, Archibald Cowan, Edward M'Crae, William Muirhead. | |
| Dwelling House, Stable, Buildings, and Ground. | Mrs. Margaret Orr or Buchanan, William Fulton, Alexander Campbell, Robert Farquharson, John Orr, Alexander Nairne, Trust Dispoonees of the late James Buchanan. | Mathew Boyd. | |
| Stable and Yard, with Sheds and other Erections. | Mrs. Margaret Orr or Buchanan and the other Persons immediately above named. | Robert Allan. | |
| Garden, Stable, and Buildings. | Alexander Marshall - - | Alexander Marshall. | |
| Washing-house and Ground. | Andrew Clark - - | Andrew Clark and William Melish. | |
| Yard or Garden - | William White - - | Widow Stark, John Finnoch, Malcolm Kerr, and James Harper. | |
| Dwelling Houses, Weavers Shops, and Ground. | John Small, Life-renter (in part), and James Henry, Fiar. | David Patrick, John Patrick, James Small, William Allardice, David Gray, John Small, James M'Gaw, and J. Carswell. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|--|---|--|-----------------------------|
| Yard or Garden - | Mathew Stewart, John Small, William White, Andrew Clark, and Alexander Marshall. | Proprietors, or James Hutcheson and James Lochhead. | |
| House, Garden, Ground, and Buildings. | James Miller - - - | James Miller. | |
| Dwelling Houses and Shops, Area and other Ground. | Alexander M'Donald - - | Alexander M'Donald, John Allison, William Rodger, Daniel Reid, John Kerr, Thomas Craig, Thomas Stirling, John M'Callum, William Hepburn, Hugh Anderson, John Dingwall, James Goudie, John Begg, and David Phillips. | |
| Dwelling House, Garden, Ground, and Erections. | James Taylor - - - | James Taylor. | |
| Dwelling House, Garden, Stable, Ground, and Erections. | Robert M'Arthur - - | Robert M'Arthur. | |
| Dwelling House, Byre, Stables, and other Erections, Garden and other Ground. | Daniel Robertson - - | Daniel Robertson. | |
| Weaving Factory, Houses, Area, and other Ground. | Heirs of the late Hugh Thomson, William Jamieson, their Factor. | Willam Buchanan and Company. | |
| Buchanan Street, Greenlaw Street, Wallneuk Street, South Croft Street, and Brick Lane. | The Marquis of Abercorn or his Feuars, or the Provost, Bailies, and Council of Paisley, or the Commissioners of Police representing the Community, or the Public. | The Public. | |
| Garden and other Ground. | John Wright, Life-renter, and as Administrator in Law for his Children, William Barr in Possession for his Interest, or Thomas Carlisle for his Interest. | James Orr, Thomas Ingran, John Wright, George Robb, Robert Kintra, — Rae, Robert Wright, John Stark, — Little, Thomas Henderson, James Coates, Mathew Slater, Thomas Pinn, Alexander Campbell, David Manuel, James Stevenson, and James Gardner Allison. | |
| Garden and other Ground. | Malcolm Wright, Life-renter, and as Administrator in Law for his Children, William Barr, Mortgagee in Possession for his Interest, or Thomas Carlisle for his Interest. | John Leitch, Andrew Fleming, Archibald M'Fadyen, William Webster, Alexander M'Donald, Andrew Warnock, William Craig, — Baird, John Steward, James Dunlop, Widow Reid, Malcolm Wright, Alexander Wilson, — M'Beath, George Scadlock, and John Campbell. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|--|-----------------------------|
| Road to Greenlaw - | Mrs. Kibble, James Kibble, and James M'Lelland, Trustee on his sequestrated Estate. | | |
| Dwelling Houses, Shops, and Ground. | David Ker - - - | David Ker, Widow Currie, Elizabeth Fleming, and Janet Fleming. | |
| Dwelling Houses, Ground, and Erections. | Thomas M'William, Archibald M'William, John Marshall, Alexander Gibson, and John Houston, Trust Disponees of the late John Miller. | John Smith, John Williamson, Alexander Edwards, Ebenezer Dontus, and John Clark. | |
| Dwelling Houses, Ground, and Erections. | Thomas M'William and the other Trustees of John Miller above named. | Alexander Lindsay and Widow Buchanan. | |
| Dwelling Houses, Ground, and Erections. | Susan Adam or Christie - | Peter M'Ghee, Samuel Glendinning, Widow May, and Widow Christie. | |
| Dwelling Houses and Ground. | James Smith - - - | Adam Anderson and John Martin. | |
| Kitchen Garden - | Mrs. Kibble, Life-rental, James Kibble, and James M'Lellan, Trustee. | Daniel Robertson - - - | Daniel Robertson. |
| Belt of Planting - | Mrs. Kibble, James Kibble, and James M'Lellan, Trustee. | Mrs. Kibble. | |
| Belt of Planting - | Mrs. Kibble, James Kibble, and James M'Lellan, Trustee. | Mrs. Kibble. | |
| Pleasure Ground and Trees. | Mrs. Kibble, James Kibble, and James M'Lellan, Trustee. | Mrs. Kibble. | |
| Barn or House - | Mrs. Kibble, James Kibble, and James M'Lellan, Trustee. | Mrs. Kibble. | |
| House, Yard, and Stable. | Mrs. Kibble, James Kibble, and James M'Lellan, Trustee. | William White - - - | William White. |
| Kitchen Garden - | Mrs. Kibble, James Kibble, and James M'Lellan, Trustee. | Mrs. Kibble. | |
| Parish Roads - | Trustees under the Statute Labour Act for making and maintaining the Roads within the Abbey Parish of Paisley. | The Public. | |
| Belt of Planting - | Alexander Speirs - - - | Alexander Speirs. | |
| House and Yard - | Alexander Speirs - - - | John Keter - - - | John Keter. |
| Parish Road to Laigh Hillington. | Andrew Buchanan - - - | Andrew Robertson - - - | Andrew Robertson. |
| Parish Road - - | Trustees under the Statute Labour Act for making and maintaining the Roads within the Abbey Parish of Paisley, or the Public. | | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|---|--|
| <i>Parish of Govan.</i> | | | |
| Belt of Planting - | Robert Urquhart - | Robert Urquhart. | |
| House, Offices, Garden, and Shrubbery. | Robert Urquhart - | Robert Urquhart. | |
| Parish Road - | The Trustees under the Statute Labour Act for making and repairing the Roads within the Parish of Govan. | The Public. | |
| Plantation and Road | Henry Dunlop - | Henry Dunlop and the Public. | |
| Plantation and Road | Henry Ritchie - | Henry Ritchie and the Public. | |
| Private Road - | Henry Ritchie - | Henry Ritchie. | |
| Belt of Planting - | Henry Ritchie - | John Snodgrass - | John Snodgrass. |
| Quarry - | John Belch - | John Belch. | |
| Farmhouses and Offices, Barn, Yard, and Farm Road. | Doctor James Russell - | John Reid, William Reid, and James Reid. | John Reid, William Reid, and James Reid. |
| Turnpike Road - | Trustees of the Turnpike Road leading from Paisley to Glasgow. | The Public. | |
| Stone Dépôt - | The Trustees of the Turnpike Road leading from Paisley to Glasgow. | The Trustees. | |
| Watering Place for Cattle and Stone Dépôt. | The said Trustees of the Turnpike Road as above. | The Public and the said Trustees. | |
| Belts of Planting - | Mrs. M'Coll - | Mrs. M'Coll. | |
| Porter's Lodge, Approach, and Ground adjoining. | Mrs. M'Coll - | Mrs. M'Coll. | |
| Parish Road - | The Statute Labour Trustees of the Parish of Govan. | The Public. | |
| Houses and Yards, Two Mile House. | Moses Steven - | James M'Naught, Margaret Anderson or Sim, and Duncan M'Pherson. | James M'Naught. |
| Houses and Yard - | Moses Steven - | Robert Brown - | The Representatives of Andrew Lyon deceased, William Lyon. |
| Private Roads - | Moses Steven. | | |
| Freestone Quarry - | Moses Steven. | | |
| Farmhouse, Offices, and Yard. | Moses Steven - | Peter Lyon and William Lyon - | Peter Lyon and William Lyon. |
| Canal and Canal Banks. | Glasgow, Paisley, and Ardrasan Canal Company. | The said Canal Company. | |
| Farmhouse, Offices, and Yard. | William M'Lean - | James Wilson - | James Wilson. |
| Stone Dépôt - | Trustees of the Turnpike Road leading from Glasgow to Paisley. | The said Trustees. | |
| Farmhouses, Offices, Yard, Garden, and Road to House. | Sir John Maxwell - | Alexander Aitkenhead. | |
| Parish Road - | The Statute Labour Trustees for making and maintaining Statute Labour Roads in the Parish of Govan. | The Public. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
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Parish of Govan quoad civilia ;—Parish of Gorbals quoad sacra.

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| Street - - - | The said James Monteith for himself and as aforesaid, and the Public. | The Public. | |
| Wallace Street - | The said James Monteith for himself and as aforesaid, and the Public. | The Public. | |
| Dundas Street - | James Monteith for himself and the Trustees of the late John Maxwell, and the Public. | The Public. | |
| Patterson Street - | James Monteith for himself and the Trustees of the late John Maxwell, or the Public. | The Public. | |
| West Street - - - | The Deacon Convener of the Trades of Glasgow, the Collector of the Trades House of Glasgow, as Trustees for the Trades House, and the Incorporation of Hammermen, Tailors, Cordwainers, Maltmen, Weavers, Bakers, Skinners, Wrights, Coopers, Fleshers, and Masons of that City, or the Public. | The Public. | |
| Nelson Street - | James Monteith for himself and as Trustee aforesaid, and the Trades House of Glasgow and Incorporations aforesaid, and the Public. | The Public. | |
| Dale Street - - - | The Trades House of Glasgow and Incorporation aforesaid, and the Public. | The Public. | |
| Centre Street - | Trades House of Glasgow and Incorporations aforesaid, and the Public. | The Public. | |
| Dwelling Houses, Shops, Cellars, and vacant Ground. | Janet Robertson or Ritchie, John Ritchie, Mary Robertson or Semple, James Semple, Jean Robertson, Elizabeth Robertson, Rebecca Robertson or Grierson, and James Grierson. | Thomas Stevenson, Alexander Stevenson, Mrs. Hynd, Helen Logan, James Campbell, David M'Farlane, Neil Small, Thomas Gibb, William Coats, James Thomson, and James Hall. | |
| Dwelling Houses, Workshops, Dye-work, Court, Offices, and vacant Ground. | William Bain - - - - | John Stalker, William Reid, Alexander Thomson, Daniel M'Lachlan, Alexander Findlater senior, Alexander Findlater junior, James Findlater, Peter M'Culloch, Michael M'Lusky, James Brannan, William Neilson, John Billany, John Kerr, Alexander White, Thomas Wilson, John Craig, James Gibson, Thomas Brown, Duncan Douglas, Robert M'Culloch, Malcolm Bell, James M'Cormick, and William Bain. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|---|-----------------------------|
| Dwelling Houses, Glazier's Shop, Bakehouse, Coopers, Offices, Sheds, and Buildings and vacant Ground. | John Barr - - - - | Archibald Burgess, William Carlaw, William Orr, Daniel Brown, James Campbell, John Ferguson, John Barr, Andrew Duncan, James M'Nair, Robert Granger and Company, and Joseph Cook Yeaman. | |
| Commerce Street - | The Trades House of Glasgow and Incorporations aforesaid, and the Public. | The Public. | |
| Wallace Street - | The Trades House of Glasgow and Incorporations aforesaid, and the Public. | The Public. | |
| Nelson Street - | The Trades House of Glasgow and Incorporations aforesaid, and the Public. | The Public. | |
| Wright's Shop, Saw-pit, Wood-yard, Stovehouses, Counting-house, and vacant Ground. | John Pearson - - - - | Duncan and Dugald Carmichael. | |
| Dwelling Houses, Sheds, Passage, Yard, and Ground. | William Reid, Elizabeth Reid or Moore, Janet Reid or Wilson, William Wilson, Agnes Reid or Anderson, John Anderson junior, William Bruce, and Elizabeth Bruce. | William Carlaw, Adam Alexander, Mrs. Violet Miller or Cockburn, George Comb, Alexander M'Gregor, Mary Gibson or Hardie, Elspeth Sim, Mrs. Helen M'Nab or M'Donald, William Reid, and James Lennox. | |
| Dwelling House, Shop, Byre, Stable, Coach-house, Sheds, and vacant Ground. | John Pearson - - - - | Christina Brown or Orniston, John Forrest, Richard Jenner, Alexander M'Kimmie and Son, John Pearson junior. | |
| Ground used as a Bleaching Green, with Byre and Sheds thereon. | James Oswald - - - - | James Stewart, James Haig, and Mrs. Notts or Haig. | |
| Dwelling Houses, Workshops, Cellars, and Ground. | James Ferrier, Jean Ferrier or Telford, Robert Telford, Agnes Ferrier or M'Lachlan, Janet Ferrier or Deans, William Deans, and Charles Ingram, Life-renters, Alexander Ferrier and Elizabeth Ferrier, Elizabeth M'Lachlan and Christian M'Lachlan, Robert Deans, John Deans, Janet Deans, and Alexander Deans, William Wright, and Margaret Wright, Fiars. | Robert Telford, Nisbet Sinclair, Peter M'Neil, J— Dotts, David Cameron, Cornelius Bonar, Hugh Crossan, Henry Grieve, Daniel Bonar, Neil Bonar, John Stradman, James M'Ewen, Hugh M'Callum, John Tait, James Ferrier, George Baillie, William Russell, Agnes Murray or O'Hara, William M'Robert & Company, Neil M'Donald, Walter M'Taggart, Gabriel Crosbie, Henry Ferrier, Isabel M'Laren, John Shiel, Malcolm Donagin, George Robertson, Swanston Robertson, James Glass, William Deans, James Allan, George Spence, Agnes Robertson, and John Bell. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|---|-----------------------------|
| Dwelling Houses, Shops, Offices, Cellars, and Ground. | John Gordon and Archibald Turner, surviving Trustees under the Settlement of the deceased John Nisbet. | John M'Robert, William Lang, William Reston, Neil M'Dougal, John Scott, Hugh M'Lachlan, Jean Harrison or M'Bride, Andrew Williamson, John Campbell, James Steward, Robert Morris, Jean Currie or M'Arthur, Alexander Hensilwood, John Henderson, Archibald Torrence, Archibald M'Lean, James Thomson, John Marshall, Thomas Shaw, Janet Bell, Janet Stewart or Jack, Anthony Dunn, James Stewart, Moses Paterson, John Douglas, Donald Carmichael, David Edgar, James Corsan, and Alexander Kirkwood. | |
| Dwelling Houses, Shops, Workshops, Offices, and Ground. | Archibald M'Lellan - - | William Leslie, Jean Kerr or Nelson, Joseph M'Murrin, John Rushberry, Robert Easton, James Robertson, Peter M'Niven, and John Crombie. | |
| Sheds, Manure Depôt, and vacant Ground. | William Reid, Elizabeth Reid or Moore, Janet Reid or Wilson, William Wilson, Agnes Reid or Anderson, John Anderson Junior, William Bruce, and Elizabeth Bruce. | Alexander M'Lachlan, Widow Nelson, and Hans Campbell. | |
| Dwelling Houses, Offices, and Ground. | Charles Loudon - - | Robert M'Culloch, Catherine Steven or Stewart, Janet M'Luckie or Loudon, Archibald Buchanan, David Cooper, John Caruthers, Elizabeth Ronald, William Steven, James Sweeney, Susan Inglis or Stewart, Hugh Buchan, John Russell, John Shields, William Buchanan, John Quearns, John M'Kay, William Sutherland, Mary Brown, James Forbes, Mrs. Merrilees, James Wilson, David Alexander, William M'Naught, Liddel Steel, James Andrew, Dickson Leslie, William Lindsay, and John Cochrane. | |
| Dwelling Houses, Shops, Ground, and Buildings. | Andrew Wilson and Janet Innes or Wilson. | Mrs. Robert Wilson, Mrs. Andrew Wilson, Mrs. John Wilson, Andrew Wilson, Janet Neilson, John Williamson, Thomas Brownlie, Agnes Brown, and James Wilson. | |
| Dwelling Houses, Shops, Cooperage, Workshops, Bakehouse, Ground, and Buildings. | Andrew Wilson - - | James Gairdner, Edmund Taylor, Andrew Sommerville, Widow Robertson, Duncan Stewart, Archibald M'Intyre, William Cameron, Widow Leckie, Widow M'Dougal, Jane Hume, Widow Buchanan, Arthur M'Bride, William Reston, James M'Adam, and Thomas Brownlie. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|--|--|--|-----------------------------|
| Dwelling Houses, Shops, Ground, and Buildings. | Robert Curr and Stephen Curr | Jane Balloch, John Wiseman, Janet Baird, John Paton, Henry Wilson, Christian Inglis, Sarah Russell, John Murray, Jean Anderson, James Denny, Alexander Paterson, James Walker, Alexander Wiseman, Margaret M'Gillvray, John Ballantyne, D—— and A—— Nichol. | |
| Dwelling Houses, Shops, Ground, and Buildings. | Mary Ann Hart, Janet Hart, and Agnes Hart, James M'Pherson. | Janet Hart, Agnes Hart, Alexia Fisher, Widow M'Gregor, Joseph Service, Widow Mann, Allan Dunn, Mrs. James Humphrey, William Renfrew, James Monteith, Widow Neilson, John Clark, David Gregg, Hugh Morrison, Widow Parker, Margaret Thomson, Widow Provan, Hugh M'Laren, William Cullen, Robert Watt, John M'Taggart, David Muir, Robert Gillies, Widow Handyside, Widow M'Nab, James Stevenson, J—— Shand, and Duncan M'Intyre. | |
| Dwelling Houses, Shops, Cellars, Byres, Ground, and Buildings. | James Thomas, William Thomas, Moses Thomas, John Williamson, Jean Thomas or Barclay, Trust Disponees of the deceased Robert Barclay. | William Black, David Cross, David Ross, Christian Watt or Tough, James Crocket, Peter Miller, Duncan M'Farlane, Mrs. Margaret Stevenson, or Wilson, William Affleck, J—— Munro, Robert Thomson, Murdoch M'Phail, David Phillips, Jean Thomson or Barclay, William Forsyth, Alexander Inglis, Duncan Cook, Robert Parker, Mrs. Dalrymple, Janet M'Gregor, Joseph Ferguson, Archibald Williamson, Margaret Russell, Mrs. M'Donald, Isabella Boyd, James Law, John Lindsay, James Fyfe, Colin Graham, James Phillips, James Gillies, William Hamilton, William Anderson, Dugald M'Kay, William Fulton, James Douglas, David M'Culloch, Richard Falconer, Robert Gilson, William Fleming, John Hunter, Peter M'Arthur, David Thomas, Alexander M'Donald, Benjamin Adair, James Cowper, David M'Intosh, and D—— M'Kellar. | |
| Dwelling Houses, Shops, Cellars, and Ground. | John Downie - - - | John Torbet, William Hannay, William Ramsay, James Moncrieff, Mrs. Watt, John M'Kenzie, Daniel M'Lachlan, Andrew Ure, Hugh M'Callum, Matthew Walker, Peter M'Kissock, Euphemia M'Callum, Margaret Leckie, John Findlay, Robert | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|--|--|-----------------------------|
| Dwelling Houses, Shops, Cellars, Sheds, and Ground. | Hugh Cameron - - | Baird, John Steven, David Gorman, Hugh Campbell, Moses Spiers, David Atkin, Archibald M'Kinnes, and Mrs. Millar. John Miller, Mrs. M'Clement, Robert Campbell, John Freckleton, Mrs. Blackstock, Thomas Miller, Boston Roberts, Mrs. Thomson, William Hynd, Duncan Ferguson, Ebenezer Allan, Mrs. Perrie, David Forbes, John Andrews, Thomas Young, David Japp, John Auslan, Michael M'Gechie, Hugh Cameron, James Renton and Company, Mrs. Crosbie, and Michael Wynne. | |
| Dwelling Houses, Shops, Cellars, and Ground. | William Thomson - - | James Crawford, James M'Kechnie, William Mann, George Murray, James Crawford, James Storie, George Greenlees, Robert Frame, Thomas Frame, Barnard M'Laren, William Patrick, Thomas Kennedy, James Hair, John Miller, Andrew Thomson, John Anderson, Thomas Edgar, Edward Chrichton, Mrs. Campbell, Bryce Chalmers, John Campbell, James Gilmour, William Scott, John Morrison, and Thomas Watson. | |
| Dwelling Houses, Smith's Shop, Stables, and Ground. | Archibald Johnstone - - | Thomas Baird and Hugh Russell. | |
| Plasterer's Yard, Sheds, and Ground. | William Reid, Elizabeth Reid or Moore, Janet Reid or Wilson, William Wilson, Agnes Reid or Anderson, John Anderson junior, William Bruce, and Elizabeth Bruce. | John Renton and Company and William Laeburn. | |
| Dwelling Houses, Sheds, Cellars, Byre, and Ground. | Duncan M'Intyre - - | William Thomas, William M'Kay, William Renton, Elizabeth M'Intyre, Thomas Cochran, Murdoch Wright, John Aytoun, James Stewart, Peter Slorer, James Muir, Michael Walker, Gavin Greenlees, and Mrs. M'Quarter. | |
| Dwelling Houses, Joiner's Shop, and Ground. | James Watson, Proprietor, Claud Marshall, David Johnstone, Dougald Anstruther, Mrs. Charles Anstruther, Mathew Whitelaw, Trustees of the late Charles Anstruther, in Possession in virtue of Deed of Mortgage. | William Thomson, Mrs. Clegg, Andrew M'Farlane, Mrs. M'Donald, William Gardiner, Alexander M'Leod, P—M'Lean, Edward Connel, Mrs. Hutchison, Mrs. Miller, William Butterworth, Peter M'Michan, James Turnbull, and Archibald Willison. | |

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| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|--|---------------------------|--|-----------------------------|
| Dwelling Houses, Buildings, and Ground. | William Thomson - - | John Warnock, John Henderson, William Pettigrew, James Wilson, Mrs. M'Michael, Thomas Wilson, Robert Brodie, James Pollock, Donald M'Conochie, and Mrs. M'Kenzie. | |
| Dwelling Houses, Shops, Cellars, Passage, Ground, and Buildings. | William Rodger - - | Mrs. Thomas Bryce, Alexander Sheriff, James Begg, Mrs. Broadfoot, James Robertson, Robert Wilson, Mrs. Robertson, William Ross, John Craig, William Thomson, John Blain, John Buchanan, George Renton, James M'Farlane, John M'Williams, and Alexander Glass. | |
| Dwelling Houses, Cellars, Passage, Buildings, and Ground. | James Storer - - | James Branan, Thomas Hastie, Thomas Young, John M'Lennon, James Yuille, William Wardlaw, George Martin, John Allison, John M'Farlane, John Moore, Allan Cooper, James Atkinson, John M'Lellan, John Grainger, and George Ritchie. | |
| Dwelling Houses and Ground. | Miss Elizabeth Campbell - | John M'Kenzie, Robert Paterson, Alexander Craig, Peter Miller, John M'Guire, Alexander Cosh, Mathew West, Mrs. Crawford, Francis Currie, Andrew Deans, David M'Comb, Robert Drennan, Alexander Davidson, Arch. M'Kechan, Elizabeth Findlay, and Robert Innes. | |
| Dwelling Houses, Shops, Cellars, and Ground. | Robert Knox - - | Donald M'Kellar, James Todd, Matthew Young, Thomas M'Innes, William Wilson, Peter Paterson, Mrs. Aird, Mrs. Vallance, Walter Nivison, Mrs. Reston, John M'Donald, John Ricketts, John M'Call, William Davie, John M'Donald, John Jackson, Mrs. Cranston, Mrs. Hughes, John Morison, George Gibson, Mrs. Ferguson, John Pearson, Peter Thompson, Mrs. Robertson, William Cormick, John Robertson, and James Moir. | |
| Boiler-makers and Engine Sheds and Yard, Dwelling Houses, Counting-house, Pond, and Workshops, and Ground. | David Cook - - | James Cook & Company, Robert Cook, Mrs. Allison, Mrs. Priestly, Mrs. M'Callum, William Stewart, John Telford, John Miller, Thomas Morgan, David Lachlan, William Mills, John Ogilvie, James M'Callum, Mrs. Elliot, William M'Chesnie, James Rankin, James Reid, Archibald M'Lean, Alexander Campbell, William M'Whirter, Peter Grant, Hugh Currie, and William Elliot. | |

| Description of Property. | Owners or reputed Owners. | Occupiers. | Lessees or reputed Lessees. |
|---|---|---|-----------------------------|
| Vacant Ground - Cook Street - | John Gilkison. The Trades House of Glasgow and Incorporations as aforesaid and the Public. | The Public. | William Wilson. |
| Ground occupied as a Brick Field, vacant Ground, Dwelling House, and Sheds. | The Trades House of Glasgow and Incorporations aforesaid. | William Wilson, Francis Blackburn, Edward Wilkinson, and John M'Naught. | William Wilson. |
| Vacant Ground - | William Graham junior and others, carrying on Business under the Firm of the Lancefield Spinning Company. | | |
| Vacant Ground - Vacant Ground or Embankment. | William Dixon. Glasgow, Paisley, and Ardrossan Canal Company. | | |
| Workshops, Counting-house, Sheds, Buildings, and Ground. | Archibald Mylne - - | Archibald Mylne. | |
| Pollock and Govan Railway. | Pollock and Govan Railway Company; Alexander Graham, Clerk. | Pollock and Govan Railway Company. | |
| West Street - - | The Trades House of Glasgow and Incorporations aforesaid, and the Public. | The Public and the Pollock and Govan Railway Company. | |
| Commerce Street - | The Trades House of Glasgow and Incorporations aforesaid, and the Public. | The Public. | |

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