CHAPTER liii.

An Act for enabling the Caledonian Railway Company to make railways and other works, and abandon authorised and existing works, in and near the city of Glasgow, to divert a road at Lochmaben, and to acquire lands and works in the counties of Stirling, Perth, and Renfrew; and for other purposes. [19th June 1882.] A.D. 1882.

WHEREAS it is expedient that the Caledonian Railway Company (herein-after called "the Company") should be authorised to make a railway for connecting the London Road branch in the city of Glasgow with their railway from Buchanan Street in that city to Coatbridge, and to make branch railways therefrom to their Saint Rollox line and to the Monkland Canal, and a connecting line between their Clydesdale Junction line and their Dalmarnock branch; as also to divert a road in the burgh of Lochmaben, which is at present crossed on the level by their Dumfries, Lochmaben, and Lockerbie line; and to acquire lands for those purposes, and also for additional station and other accommodation at Grangemouth, and at Dunblane:

And whereas it is expedient that the Company should be empowered to abandon the construction of the authorised railways, called Railway No. 2, Railway No. 3, and Railway No. 4 in the Caledonian Railway (Additional Powers) Act, 1876, (herein-after called "the Act of 1876",) which will be rendered unnecessary by the formation of the railway and branch railways first herein-before mentioned, and to stop up and appropriate the site of certain portions of streets for the purposes of that railway, and to make a new street in lieu thereof; as also to abandon and stop up a small portion of the Monkland Canal, which has been rendered unnecessary by a deviation of that canal already authorised and completed: 39 & 40 Vict. c. lxiv.

And whereas an agreement has been entered into between the magistrates and town council of the royal burgh of Rutherglen and the Company, with respect to the land required for the connecting

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line herein-before mentioned and to relative accommodation works; and it is expedient that the said agreement should be confirmed:

And whereas an agreement has been entered into, between the proprietors of a private branch railway from the Company's Glasgow and Greenock line to an ironstone pit at Linwood and the Company, for the acquisition of that branch by the Company; and it is expedient that the said agreement should be confirmed, and that the said branch should be made part of the Company's undertaking:

And whereas it is expedient to make better provision for the use by the Company of the rails and other works of the Aberdeen Harbour Commissioners on and adjoining to the quays at Aberdeen:

And whereas the Company are, under the authority of Parliament, proprietors of forty thousand pounds of the capital stock of the Portpatrick Railway Company (herein-after called "the Portpatrick Company"); and by an agreement between those Companies, dated the seventeenth day of October and thirtieth day of November one thousand eight hundred and sixty-four, it was inter alia agreed that the Company should, in respect of the stock so held by them, have power to nominate two directors at the board of the Portpatrick Company, and should be entitled at any time they might see fit to apply to Parliament for such power; and it is expedient that the Company should have power to appoint two directors of the Portpatrick Company accordingly:

And whereas it is expedient that the Company should be authorised to raise additional share and loan capital, for the purpose of executing the several railways and other works and acquiring the lands and works herein-before mentioned:

And whereas plans and sections, showing the lines and levels of the several railways, new street, and diversion of road, by this Act authorised to be made, and plans showing the lands by this Act authorised to be taken, and also books of reference, containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands which may be taken for the several purposes or under the powers of this Act, were duly deposited with the principal sheriff clerks for the county of Lanark at Glasgow, for the county of Dumfries at Dumfries, for the county of Stirling at Stirling and Falkirk, and for the county of Perth at Perth and Dunblane, respectively, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

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

May it therefore please Your Majesty, that it may be enacted, and be it enacted, by the Queen's most Excellent Majesty, by and

with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled, and by the authority of the same, as follows:

Short title.

1. This Act may be cited as the Caledonian Railway (Further Powers) Act, 1882.

Incorporation of Acts. 8 & 9 Vict. c. 19. 23 & 24 Vict. c. 106. 8 & 9 Vict. c. 33. 26 & 27 Vict. c. 92. 8 & 9 Vict. c. 17.

2. The Lands Clauses Consolidation (Scotland) Act, 1845, the Lands Clauses Consolidation Acts Amendment Act, 1860, the Railways Clauses Consolidation (Scotland) Act, 1845, Part I (relating to construction of a railway) of the Railways Clauses Act, 1863, the clauses and provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, with respect to the following matters (that is to say) the distribution of the capital of the Company into shares, the transfer or transmission of shares, the payment of subscriptions and the means of enforcing the payment of calls, the forfeiture of shares for non-payment of calls, the remedies of creditors of the Company against the shareholders, the borrowing of money by the Company on mortgage or bond, the conversion of the borrowed money into capital, the consolidation of the shares into stock, the general meetings of the Company and the exercise of the right of voting by the shareholders, the making of dividends, the giving of notices, and the provision to be made for affording access to the special Act by all parties interested, and Part I (relating to cancellation and surrender of shares), Part II (relating to additional capital), and Part III (relating to debenture stock) of the Companies Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act; and all the provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, which relate to stock into which shares in the capital of the Company have been converted or consolidated, shall apply to the stock which the Company are by this Act authorised to issue, and to the holders thereof.

26 & 27 Vict. c. 118.

Interpretation.

3. In this Act the several words and expressions, to which meanings are assigned by the Acts wholly or partially incorporated herewith, have the same respective meanings, unless there be something in the subject or context repugnant to such construction; and in the Acts wholly or partially incorporated with this Act, as applied to this Act, the expression "the Company" means the Caledonian Railway Company; the expression "the special Act" means this Act; and the expression "the railway" means and includes the railways and other works by this Act authorised to be made.

Power to make railways and other works.

4. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the

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deposited plans and sections, the railways and other works hereinafter described, and all proper stations, sidings, approaches, and other works and conveniences in connexion therewith respectively; and may enter upon, take and use such of the lands, delineated on the said plans and described in the deposited books of reference, as may be required for those purposes. The railways and works herein-before referred to and authorised by this Act are:—

(1.) A railway, in the parishes of Calton, barony of Glasgow, Shettleston, Maryhill, and Springburn, and in the city of Glasgow, in the county of Lanark (in this Act called "Railway No. 1"), two miles seven furlongs seven chains and six yards or thereabouts in length, commencing by a junction with the authorised railway from the Company's London Road Branch to the Great Eastern Road, called in the Caledonian Railway (Additional Powers) Act, 1880, Railway No. 1, at a point on the south side of the London Road, about 155 yards eastward from the eastmost corner of the Company's London Road passenger station, and terminating by a junction with the Company's line of railway leading from Buchanan Street, Glasgow, to Coatbridge, at a point about 270 yards north-eastward from Germiston House:

43 & 44 Vict. c. clxxxviii.

(2.) A railway, in the parishes of Springburn, barony of Glasgow, and Maryhill, in the county of Lanark (in this Act called "Railway No 2"), four furlongs one chain and two yards or thereabouts in length, commencing by a junction with Railway No. 1, at a point about 240 yards south-westward from the south-western corner of Provenmill Distillery, and terminating by a junction with the Company's line of railway from Milton Junction to Saint Rollox, at a point about 145 yards north-westward from the houses called High Broomfield:

(3.) A railway, in the parish of Springburn, and city of Glasgow, in the county of Lanark (in this Act called "Railway No. 3"), three furlongs six chains and thirteen yards or thereabouts in length, commencing by a junction with Railway No. 1, at a point about 120 yards westward from the second (reckoning eastward) of the Blackhill Locks on the Monkland Canal, and terminating on the north bank of the Monkland Canal, which forms part of the undertaking of the Company, near the Blochairn Iron and Steel Works:

(4.) A railway, in the parish of Rutherglen, and royal burgh of Rutherglen, in the county of Lanark (in this Act called "Railway No. 4"), three furlongs one chain and one yard or thereabouts in length, commencing by a junction with the

Company's Clydesdale Junction line, at a point about 85 yards north-westward from Greenbank House, and terminating by a junction with the Company's Dalmarnock Branch, at a point about 150 yards southward from the centre of the River Clyde, where that river is crossed by the said branch:

(5.) A new street, in the barony parish of Glasgow, and city of Glasgow, in the county of Lanark, commencing by a junction with the Great Eastern Road, at a point about 100 yards westward from the junction of Coal Hill Street with that road, and terminating by a junction with Coal Hill Street, at a point about 140 yards northward from the junction of Coal Hill Street with the said road:

(6.) A diversion, in the parish of Lochmaben, and royal burgh of Lochmaben, in the county of Dumfries, of the public road which is crossed on the level by the Company's Dumfries, Lochmaben, and Lockerbie line, at their Lochmaben station; such diversion commencing about 115 yards southward from the said level crossing, and terminating about 115 yards northward from that level crossing:

Provided always that the Company shall not, under the powers of this Act, enter upon, take or use any part of the lands numbered on the deposited plans 199 and 200 in the barony parish of Glasgow, without the previous consent in writing of the owners of those lands nor any part of the stream numbered on the deposited plans 192 in the same parish, so far as situate to the northward of the centre of the said stream, and to the westward of a line in continuation of the eastern boundary of the said lands numbered 199, without the previous consent in writing of the owners of the said lands numbered 199 and 200: Provided also that the Company shall not, under the powers of this Act, enter upon, take or use any greater portion of the lands numbered on the deposited plans 214 in the barony parish of Glasgow, than is necessary for the construction of Railway No. 1 as a double line, without the previous consent of the North British Railway Company under their common seal.

Power to take lands for additional station and siding accommodation.

5. Subject to the provisions of this Act, the Company may enter upon, take, hold, and use, for the purposes of additional station siding, and other accommodation, the lands herein-after described, which are delineated on the deposited plans and described in the deposited books of reference, or such parts thereof as they may find necessary (that is to say):

(1.) A piece of land, in the parish of Bothkennar, in the county of Stirling, which lies between the stream called Grange Burn on the east, the public road (formerly a turnpike road) leading

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from Grangemouth to Borrowstounness on the south, and the lands acquired by the Company from the Earl of Zetland on the north-west:

(2.) A strip of land, in the parish of Dunblane, in the county of Perth, extending along the western side of the Company's Scottish Central line, from a point about 200 yards southward from the booking office of the Company's station at Dunblane, to a point about 260 yards northward from the said booking office:

Provided always that the Company shall not, under the powers of this Act, enter upon, take or use any part of the said piece of land in the parish of Bothkennar, without the previous consent in writing of the Right Honourable Lawrence Dundas, Earl of Zetland, or of his successors in the ownership of the said land.

Power to raise additional capital.

6. Subject to the provisions of Part II. of the Companies Clauses Act, 1863, the Company may, for the purpose of constructing the railways and other works, and acquiring the lands and works, by this Act authorised to be constructed and acquired, raise any additional capital, not exceeding in nominal amount one hundred and twenty thousand pounds, by the issue, at their option, of new ordinary shares or stock, or new preference shares or stock, or wholly or partially by any one or more of those modes respectively; but the Company shall not issue any share of less nominal value than ten pounds, nor shall any share vest in the person or corporation accepting the same, unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof: Provided that, if in any year ending on the thirty-first day of January there are not profits available for the payment of the full amount of preferential dividend or interest for that year on any such new preference shares or stock, no part of the deficiency shall be made good out of the profits of any subsequent year, or out of any other funds of the Company.

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

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

And to form part of capital of Company.

8. The capital in new shares or stock so created shall form part of the capital of the Company.

Dividends on new shares or stock.

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

Right of voting in respect thereof.

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

New shares or stock raised under this Act and any other Act of past or present sessions may be of same class.

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

Power to borrow.

12. The Company may from time to time borrow on mortgage on the whole or any part of their undertaking any sums not exceeding in the whole forty thousand pounds; but no part thereof shall be borrowed until the whole capital of one hundred and twenty thousand pounds is issued and accepted, and one half thereof is paid up, and the Company have proved to the sheriff who is to certify under the forty-second section of the Companies Clauses Consolidation (Scotland) Act, 1845, before he so certifies, that the whole of such capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share (forming part of such capital so issued) has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide, and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assignees, and also, in so far as the said capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or

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assignees are legally liable for the same; and upon production to such sheriff of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

For appointment of a judicial factor.

13. The mortgagees of the Company under this or any previous Act may enforce payment of arrears of interest, or principal, or principal and interest, due on their mortgages, by the appointment of a judicial factor. In order to authorise the appointment of a judicial factor in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a judicial factor is made shall not be less than ten thousand pounds in the whole.

Existing securities to have priority.

14. All mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall, during the continuance of such mortgages and bonds, and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted, have priority over any mortgages granted by virtue of this Act; but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Power to create debenture stock. 30 & 31 Vict. c. 126.

15. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863, as amended by the Railway Companies (Scotland) Act, 1867; but notwithstanding anything therein contained the interest of all debenture stock, at any time created and issued by the Company, shall rank pari passu with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

16. All moneys raised under this Act, whether by shares, or stock, or debenture stock, or borrowing, shall be applied for the purposes of this Act only.

Company may apply to purposes of this Act funds not required for other purposes.

17. The Company may apply towards the purposes authorised by this Act any capital or funds belonging to or authorised to be raised by them, which may not be required for the purposes for which the same were authorised to be raised or directed to be applied.

Lands for extraordinary purposes.

18. The quantity of land to be acquired by agreement by the Company, for the extraordinary purposes mentioned in the Railways Clauses Consolidation (Scotland) Act, 1845, in connexion with the railways and works authorised by this Act, shall not exceed five acres, in addition to the lands which they are authorised by this Act

to take compulsorily, and by any other Acts to take compulsorily or acquire by agreement.

Period for compulsory purchase of lands.

19. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

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

20. Persons empowered by the Lands Clauses Consolidation (Scotland) Act, 1845, to sell and convey lands may if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege, not being an easement of water, required for the purposes of this Act, in, over, or affecting any such lands; and the provisions of the said Acts with respect to lands and feu duties or ground annuals, so far as the same are applicable in this behalf, shall extend and apply to such grants, and to such easements, rights, and privileges as aforesaid respectively.

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

21. And whereas it may happen that portions only of the lands, buildings, or manufactories, shown on the deposited plans as subject to be taken by the Company for the purposes of this Act, will be sufficient for those purposes, and that such portions may be severed from the remainder of the said properties without material detriment thereto, therefore, notwithstanding section ninetyof theLandsClauses Consolidation (Scotland) Act, 1845, the owners of and other persons interested in the lands, buildings, or manufactories described in the Schedule (A) to this Act, and whereof portions only are required for the purposes of this Act, may (if such portions can, in the judgment of the jury, arbiter, or other authority assessing or determining the compensation under that Act, be severed from the remainder of the said properties without material detriment thereto) be required to sell and convey to the Company such portions only, without the Company being required to purchase the whole or any greater portions of such properties, the Company always paying for the portions taken by them, and making compensation for any damage sustained by the owners thereof or other persons interested therein by severance or otherwise: Provided always, that nothing in this section contained shall be held as determining whether the properties described in the said schedule are or are not subject to the provisions of section ninety of the Lands Clauses Consolidation (Scotland) Act, 1845.

Notice to be given of

22. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or

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taking houses of labouring classes.

partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice, placed in public view upon or within a reasonable distance from such houses; and they shall not take any such houses until they have obtained the certificate of the sheriff that it has been proved to his satisfaction that they have so made known their intention.

Accommodation to be procured for persons of the labouring classes to be displaced.

23. Before displacing any person or persons belonging to the labouring classes, who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to take, the Company shall (unless they and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons: Provided always that, if any question shall arise as to the sufficiency of such accommodation, such question shall be determined by the sheriff; and the Company may, for the purpose of procuring such accommodation, appropriate any lands for the time being belonging to them or which they have power to acquire, and may purchase by agreement such further lands as may be necessary for such purpose, and may on such lands erect labouring class dwellings, and may apply for the purposes of this section or any of them any moneys which they may have already raised or are authorised to raise.

Powers of lateral and vertical deviation.

24. The Company may deviate from the lines of Railway No. 1, Railway No. 3, and Railway No. 4, and of the new street, and diversion of road by this Act authorised, as delineated on the deposited plans, to any extent within the limits of deviation shown on those plans; and may deviate from the levels of the several lines of railway authorised by this Act, as delineated on the deposited sections, to the extent permitted by the Railways Clauses Consolidation (Scotland) Act, 1845, and from the levels of the said new street and diversion of road, as delineated on those sections, to any extent not exceeding five feet; but nothing in this section contained shall authorise the Company to increase the rates of inclination respectively prescribed by sections forty-two and forty-three of the Railways Clauses Consolidation (Scotland) Act, 1845.

Inclinations of diversion of road.

25. The Company may make the diversion of road, in the parish of Lochmaben, by this Act authorised, of any inclinations not steeper than one in sixteen on the one side, and one in thirty on the other side.

Height and span of a

26. The Company may make the arch of the bridge for carrying Railway No. 1 over the railway next herein-after mentioned of

any height and span not less than the height and span herein-after specified in connexion therewith (that is to say): certain bridge.

No. on deposited Plans.	Parish.	Description.	Height.	Span.
229	Barony - -	Railway - -	Feet. 14	Feet. 50

Regulating construction of bridge over Coatbridge Branch.

27. Railway No. 1 shall be carried over the North British Railway Company's Coatbridge Branch and land on each side thereof, which are numbered on the deposited plans 201 in the barony parish of Glasgow, by a bridge of one span, having a clear height throughout of not less than fourteen feet above the rails of the said branch, and of such design and materials as shall be approved of by the engineer for the time being of the North British Railway Company; and the said bridge and all works connected therewith shall be constructed and completed under the superintendence and to the reasonable satisfaction in all respects of such engineer, and according to working plans, sections, and specifications to be submitted to and approved of by him previously to the commencement of the works affecting the property of that Company, and shall be constructed and for ever maintained by and at the expense of the Company: Provided always that if any difference shall arise between the said Companies or their engineers, with respect to the design, materials, construction, or maintenance of the said bridge or works, such difference shall be conclusively determined by an engineer to be appointed by the Board of Trade, on the application of either of the said Companies: Provided nevertheless that if the engineer of the North British Railway Company shall find that the said bridge may, without inconvenience to that Company, be constructed with two spans instead of one, the Company may construct the same accordingly, the position of the pier between the two spans being in that case fixed by the last mentioned engineer.

Bridge not to injure works or interrupt traffic of North British Railway Company.

28. The bridge and works mentioned in the immediately preceding section of this Act shall be made and for ever maintained and used, and all operations connected therewith shall be conducted in such manner as not to injure or endanger the stability of the said Coatbridge Branch, or any of the works connected therewith, and so as to cause as little interruption, impediment, or inconvenience as practicable to the traffic of the North British Railway Company; and if in the execution, maintenance, or use of the said bridge or works connected therewith, any injury be caused to that Company's railway or works, or any interruption, impediment, or inconvenience

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be occasioned to their traffic, the Company shall pay all damages arising from or consequent on such injury, interruption, impediment, or inconvenience.

Restricting interference with property of that Company.

29. Nothing in this Act shall authorise the Company, without the previous consent of the North British Railway Company under their common seal, to enter upon or interfere with the said Coatbridge Branch, or any works or lands of that Company, further or otherwise than is necessary for constructing over and upon the same the works herein-before specified in manner herein-before specially provided, nor to alter the line or levels of the said branch, nor to take or acquire any of the lands of that Company, or any right therein other than an easement or right of making, maintaining, and using the works herein-before specified in manner aforesaid.

Regulating construction of Cumbernauld Road Bridge over railway.

30. The roadway of the bridge for carrying the turnpike road, which is numbered on the deposited plans 254 in the barony parish of Glasgow, 9 in the parish of Shettleston, and 1 in the parish of Springburn, over Railway No. 1, shall be of a clear width of forty-two feet between the fences; and the inclinations thereof and of the approaches thereto, so far as altered by the Company, shall be not steeper than one in fifty.

Power to stop up certain portions of streets, &c.

31. The Company may permanently stop up and appropriate the sites of the private road, streets, railway sidings, footpath or road, and statute labour road herein-after mentioned, to the extent in each case herein-after specified, without substituting therefor others except the new street and diversion of road by this Act specially authorised; and all rights of way over the portions of roads, streets, sidings, and footpath so to be stopped up, are hereby extinguished, (that is to say):

No. on deposited Plans.	Parish.	Description.	Extent.
18	Springburn	Private Road -	So much as may be required for Railway No. 1 and relative works.
29	Calton -	Porter Street -	
36	Barony -	Broad Street -	So much as may be required for Railway No. 1 and the new street and relative works.
116	Barony -	Coal Hill Street -	
2	Rutherglen	Railway sidings -	So much as may be required for Railway No. 4 and relative works.
9	Rutherglen	Footpath or road -	So much as lies to the northward of the southern side of the bridge by which it is carried under the Clydesdale Junction line.
1	Lochmaben	Statute labour road -	So much as is crossed on the level by the Dumfries, Lochmaben, and Lockerbie line.

Provided always that the Company shall not stop up or appropriate the site of any portion of the said streets until the new street by this Act authorised is completed and opened to the public; nor of the said footpath or road, except so far as may be required for Railway No. 4 and relative works, until the portion stopped up shall be bounded on both sides by property of the Company; nor of the said statute labour road until the diversion of that road by this Act authorised is completed and opened to the public.

Confirming agreement with magistrates and town council of Rutherglen.

32. The agreement, dated the twenty-third day of February and tenth and thirteenth days of March one thousand eight hundred and eighty-two, entered into between the magistrates and town council of the royal burgh of Rutherglen on the first part, and the Company on the second part, with respect to the land required in connexion with Railway No. 4 and to relative accommodation works, which agreement is set forth in the Schedule (B) to this Act, is hereby sanctioned and confirmed.

As to construction of bridges over streets in Glasgow, &c.

33. In carrying Railway No. 1 over the roads herein-after mentioned, and in making the new street by this Act authorised, the following conditions shall be observed by and be binding on the Company:—

(1.) Railway No. 1 shall be carried over Great Eastern Road by a bridge of one span from the building line on the one side to the building line on the other side of that road; and such bridge shall have a clear headway throughout of not less than eighteen feet, measuring from the centre line of the carriage-way, and shall be of a width sufficient for two lines of railway only: Provided nevertheless that the Company may, if they think fit, form the said bridge in two spans, resting on intermediate columns situate sixty feet as nearly as possible from the north building line of the road, and placed in such position as may be determined by the engineer of the Company and the architect of the city of Glasgow (herein-after called "the city architect"):

(2.) Railway No. 1 shall be carried over the new road from Carntyne Toll Bar to Parkhead Forge, by a bridge of not less than sixty feet span, and having a clear headway throughout of not less than eighteen feet, measuring from the centre line of the carriage-way:

(3.) Railway No. 1 shall, at the expense of the Company, be carried over the Carntyne Road, numbered on the deposited plans 235 in the barony parish of Glasgow, by a bridge of not less than forty feet span, and having a clear headway throughout of not less than twenty-five feet, measuring from the centre

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line of the carriage way; and the Company shall, if thereunto required by the Lord Provost, magistrates, and town council of the city and royal burgh of Glasgow (herein-after called "the corporation"), make the said bridge of a span greater than that herein-before prescribed, and the cost of such alteration shall be determined by the city architect and the engineer of the Company, and be paid by the corporation:

(4.) The said bridges shall, as far as reasonably practicable, be made and maintained so as to be watertight, and to prevent noise from the passing of trains over them:

(5.) The Company shall not commence the erection of any bridge over any of the said roads, until they shall have given to the city architect twenty-one days notice in writing of their intention to commence the same, by leaving such notice at his office, with plans, elevations, sections, and other necessary particulars of the said bridges, and until he shall have signified his approval of the same, unless he fail to signify either approval or disapproval thereof within twenty-one days after service of the said notice and delivery of the said plans, elevations, sections, and other particulars as aforesaid:

(6.) The new street by this Act authorised shall be formed of a uniform width of fifty feet from the building line on the one side to the building line on the other side of that street, except so far as ex adverso of the property numbered 112 on the deposited plans and books of reference:

(7.) The corporation shall not claim from the Company any compensation for so much of Porter Street, Broad Street, and Coal Hill Street, as is by this Act authorised to be taken by the Company for the purposes of Railway No. 1 by this Act authorised and of the said new street:

(8.) In constructing Railway No. 1 and Railway No. 2 the Company shall, at their own expense, at a point near the commencement of Railway No. 2 as shown on the deposited plans (such point to be agreed upon between the city architect and the engineer of the Company) provide for the accommodation of the lands of Blackhill, and other lands or property to which the road herein-after mentioned forms or may form an access, a crossing, in continuation of the road numbered on the deposited plans 38 and 41 in the parish of Springburn, and 255 in the barony parish of Glasgow, over one or both of the said railways, by means of a bridge not less than 40 feet in width between the parapets, with approaches of the same width, and of an inclination not steeper than one in twenty-five. If,

previously to the commencement of Railway No. 1, the corporation require that the position of the said bridge shall be altered, or that the bridge shall be made of a greater width than herein-before provided, the Company shall make the bridge and approaches in the altered position, and of the increased width, or either of them, required by the corporation, and the increased cost (if any) of making the bridge and approaches in such altered position, and of such increased width, or either of them, shall be determined by the city architect and the engineer of the Company, and be paid by the corporation:

(9.) If the city architect and the engineer of the Company shall differ upon or with reference to any plans, elevations, sections, or other particulars, which under the provisions herein-before contained are to be delivered by the Company to him, or as to the mode of carrying out the same, or as to any other matter or thing arising out of the said plans, elevations, sections, or particulars, or any of the provisions of this section, every such difference shall, on the application of the Company or of the corporation, be referred to the determination of an arbitrator to be named by the sheriff of the county of Lanark, and such arbitrator shall have power to determine by whom and in what manner the costs of and incident to the reference shall be paid.

New street to be held as a substitute for portions of certain streets stopped up, and to be one of the public streets of Glasgow. 29 & 30 Vict. c. cclxxiii. 35 & 36 Vict. c. xli. 36 & 37 Vict. c. xxxviii. 38 & 39 Vict. c. liii. 40 & 41 Vict. c. clxvii. 40 & 41 Vict. c. cxxviii.

34. The new street by this Act authorised to be made shall be accepted, by all parties interested, as a substitute and consideration for the portions of Broad Street and Coal Hill Street to be stopped up as aforesaid; and when completed by the Company to the satisfaction of the city architect, or in case of difference between him and the engineer of the company to the satisfaction of a competent person to be appointed by the sheriff, on the application of the Company or of the corporation, the said new street shall become one of the public streets of the said city, and shall be vested for the purposes of the Glasgow Police Acts, 1866, 1872, 1873, 1875, and 1877, and the General Police and Improvement (Scotland) Act, 1862, Order Confirmation (Glasgow) Act, 1877, in, and maintained, repaired, and managed by, the corporation.

Power to stop up portions of roads for which new portions substituted, and new portions to be subject to same pro-

35. The Company may permanently stop up the portions of existing roads, for which any new portions of road authorised by the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, as incorporated with this Act, to be formed in lieu thereof are respectively substituted; and the sites of the said portions of existing roads so stopped up, so far as the same shall be bounded on both sides by property of the Company, shall belong to and be vested in the Company, and may be used, or sold,

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visions as existing roads.

feued out, or disposed of by them as they think fit; and all such new portions of roads shall, as respects management, maintenance, and tolls (where tolls are exigible), and in all other respects, be held as parts of, and be subject to the same provisions as the existing roads for which the same are respectively substituted: Provided always, that where any such new portion of road is formed through or along lands belonging wholly or partly to any person, through or along whose lands the superseded portion of existing road for which such new portion of road is substituted passes, the value of the site of so much of the said superseded portion of road as passes through or along the lands of such owner, and is given up to him, shall be taken into account in estimating the compensation payable to him for the land taken from him for such new portion of road.

Penalty imposed unless railways are opened within period limited.

36. If the Company fail, within the period limited by this Act, to complete any of the railways authorised by this Act to be made, the Company shall be liable to a penalty of fifty pounds a day, for every day after the expiration of the period so limited, until such railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway not so completed; and the said penalty may be applied for by any landowner or other person claiming to be compensated, in accordance with the provisions of the next following section of this Act, or by the solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in the third section of the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened in the name and with the privity of the Queen's Remembrancer of the Court of Exchequer in Scotland, in the bank and to the credit specified in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company were prevented from completing or opening such railway by unforeseen accident or circumstances beyond their control: Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

17 & 18 Vict. c. 31.

Application of penalty.

37. Every sum of money recovered by way of penalty as aforesaid shall be applicable, and after due notice in the Edinburgh Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction,

or abandonment of the said railways or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed, in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Court of Exchequer in Scotland may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and be paid or transferred accordingly to or for the account of Her Majesty's Exchequer, in such manner as the said court thinks fit to order on the application of the solicitor of Her Majesty's Treasury, and be carried to and form part of the consolidated fund of the United Kingdom, or in the discretion of the said court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Period for completion of railways and works.

38. If the railways and works by this Act authorised to be made shall not be completed within five years from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the Company for making and completing the said railways and works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Confirming agreement for purchase of Linwood Branch Railway.

39. The agreement, dated the fifth day of April and nineteenth and twenty-fourth days of May, one thousand eight hundred and eighty-one, entered into between Robert Thomas Napier Speir of Culdees Castle and of Blackstone of the first part, James Dunlop of Tollcross, carrying on business as a coal and ironmaster at Clyde Ironworks and elsewhere under the firm of James Dunlop and Company, of the second part, and the Company of the third part, for the sale to and acquisition by the Company of the branch railway, leading from the said James Dunlop and Company's ironstone pit called Linwood Pit No. 2, on the south-western side of the village of Linwood, to the Company's Glasgow and Greenock Line on the farm of Blackstoun Mains, including the depôt and lands connected therewith, which agreement is set forth in the Schedule (C) to this

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Act, is hereby sanctioned and confirmed, and shall be obligatory upon the said Robert Thomas Napier Speir and his successors in the lands of Blackstone, and upon the said James Dunlop and James Dunlop and Company and their successors as lessees of portions of those lands and of the minerals therein, and upon the Company; and the said branch railway and depôt and lands connected therewith shall form part of the undertaking of the Company: Provided always that within six months from the passing of this Act the Company shall produce to the Commissioners of Inland Revenue the deed or deeds for effectuating the sale and purchase of the said branch railway and depôt and lands. Such deed or deeds shall set forth the consideration for the transfer, and shall be duly stamped with ad valorem stamp duty; and in default of their being so produced duly stamped, the stamp duty with interest thereon at the rate of five pounds per centum per annum from the date at which the said deed or deeds should have been so produced as aforesaid to the date of payment, shall be recoverable from the Company, with full costs of suit and all costs and charges attending the same.

Tolls.

40. The Company may demand and take, in respect of the use of the several railways by this Act authorised to be made, and of the said branch railway by this Act authorised to be acquired, or any of them, or any part thereof, and of carriages and engines thereon, and in respect of accommodation and services provided by the Company in connexion therewith, any tolls, rates and charges, not exceeding the tolls, rates and charges which the Company are by the Caledonian Railway (Lanarkshire and Midlothian Branches) Act, 1866, authorised to demand and take in respect of the use of the railways by that Act authorised to be made, and of carriages and engines thereon, and in respect of accommodation and services provided by the Company in connexion therewith: Provided that the said railways by this Act authorised to be made and acquired shall, as respects tolls, rates and charges, be considered in all respects part of the undertaking of the Company, and that only one short distance charge shall be made for the conveyance of any traffic partly thereon or on any part thereof, and partly on any other railways of the Company.

29 & 30 Vict. c. cccxlii.

Conveyance of manure for magistrates and council of Glasgow.

41. From and after the passing of this Act, notwithstanding anything in any Act relating to the Company, the Company shall not be entitled to demand higher tolls and charges than one half-penny per ton per mile for the conveyance, in waggons belonging to or provided by the magistrates and council of Glasgow, from any of the manure sidings in or near the city of Glasgow, or from any siding

in connexion with any storing yard outside the said city which is at the time used exclusively by the said magistrates and council, upon any portion of the Company's railways, or upon any portion of those railways and of any other railways directly communicating therewith which may be leased by the Company, of city manure as defined in the Glasgow Police Act, 1866, or any other manure collected and dealt with by any department of the said magistrates and council, or removed from markets, slaughter-houses, stables or other similar premises belonging to or occupied exclusively by them: Provided nevertheless that if such manure be so conveyed for a less distance than twelve miles, the Company may charge as for twelve miles: Provided also that the Company shall not be required to convey such manure at the said rate in quantities less than twenty-five tons at a time.

Inspection and sale of classification tables of goods.

42. The book, tables or other document in use for the time being, containing the general classification of goods carried by goods or merchandise train on the railways of the Company shall, during all reasonable hours, be open to the inspection of any person without the payment of any fee, at every station at which goods or merchandise are received for transmission; and such book, tables or other document, as annually revised, shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

Account of charges for conveyance and terminals to be furnished on application.

The Company shall, within one week after application in writing made to the secretary of the Company, by any person interested in the carriage of any goods which have been or are intended to be carried over the railway, render an account to the person so applying, in which the charge made or claimed by the Company for the carriage of such goods shall be divided, and the charge for conveyance over the railway shall be distinguished from the terminal charges, if any; and if any terminal charge is included in such account, the nature and detail of the terminal expenses in respect of which it is made shall be specified. Any company failing to comply with the provisions of this section shall for each offence, and in the case of a continuing offence for every day during which the offence continues, be liable to a penalty not exceeding five pounds, which penalty shall be recovered and applied in the same manner as penalties imposed by the Railway and Canal Traffic Act 1873, section fourteen.

36 & 37 Vict. c. 48.

Company to abandon certain authorised railways.

43. The Company shall abandon the construction of the railways authorised by the Act of 1876 and therein called Railway No. 2, Railway No. 3, and Railway No. 4, together with the subsidiary works connected with the said railways; and section thirty-eight of the Act of 1876, so far as it relates to the railways herein-before required to be abandoned, is hereby repealed.

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Compensation for damage to land by entry, &c., for purposes of railway or portion of railway abandoned.

44. The abandonment by the Company, under the authority of this Act, of any railway or portion of railway or works shall not prejudice or affect the right of the owner or occupier of any lands to receive compensation for any damage occasioned by the entry of the Company on such lands, for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of railway, and shall not prejudice or affect the right of the owner or occupier of any lands which may have been temporarily occupied by the Company to receive compensation for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation (Scotland) Act, 1845, or in the Act of 1876.

Compensation to be made in respect of railway or portion of railway abandoned.

45. Where before the passing of this Act any contract may have been entered into or notice given by the Company, for the purchasing of any lands for the purposes of or in relation to any railway or portion of railway or works authorised to be abandoned by this Act, the Company shall be released from all liability to purchase or to complete the purchase of any such lands; but, notwithstanding, full compensation shall be made by the Company to the owners and occupiers of or other persons interested in such lands, for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice; and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation (Scotland) Act, 1845, as amended by any subsequent Act, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Company may abandon portion of Monkland Canal. 30 & 31 Vict. c. clxvi.

46. The Company may abandon, discontinue for public use, and stop up, and may appropriate and dispose of the site of that portion of the original line of the Monkland Canal, forming part of their undertaking, which lies between the eastern end of the deviation of that canal authorised by the City of Glasgow Union Railway Act, 1867, and a point about sixty yards westward therefrom.

Power to levy tolls for use of Aberdeen Harbour rails. 17 & 18 Vict. c. clxxxvii. 22 & 23 Vict. c. viii. 44 & 45 Vict. c. cci.

47. Until the annual sum or yearly rent payable to the Aberdeen Harbour Commissioners by the Great North of Scotland Railway Company and the Company, under those provisions of the Great North of Scotland Railway Amendment Act, 1854, which are continued in force by and set forth in the Schedule (B) to the Great North of Scotland Railway Consolidation Act, 1859, shall have been determined in manner provided by the Great North of Scotland

Railway Act, 1881, or otherwise, the Company may demand and take, in respect of the use of the rails, sidings, turntables and other works of the said commissioners, upon and adjoining to the quays at Aberdeen, for traffic of or conveyed by the Company, which shall pass over the said rails, sidings, turntables or other works, or any part thereof, such a toll, not exceeding for every animal one penny, and not exceeding for goods, articles, or things of whatever description one penny per ton, as may be agreed upon between the Company and the said commissioners: Provided always, that the toll which the Company may demand and take under the powers of this section shall be fixed so as to produce an aggregate annual sum, equal as nearly as practicable to the annual sum or rent or proportion thereof payable for the time being by the Company to the said commissioners.

Agreements between Company and Aberdeen Harbour Commissioners.

48. The Company and the Aberdeen Harbour Commissioners may from time to time enter into and carry into effect agreements, with reference to the use by the Company of the said rails, sidings, turntables, and other works, and to the supply by the Company of waggons or other carriages and locomotive or other power necessary for the purposes of such agreements, and to any other services rendered by the Company in connexion therewith, and to the tolls and charges to be levied and made for such use, supply, and services.

Company to afford benefit of connexion with harbour rails to other companies using their railway.

49. The Company shall, so far as in their power, afford, to all railway companies lawfully using the railway of the Company to and from Aberdeen, the benefit of the connexion between such railway and the rails, sidings, turntables and other works hereinbefore mentioned, in order to such other railway companies using such rails, sidings, turntables and other works, upon payment of a share of the annual sum or rent payable to the Aberdeen Harbour Commissioners in terms of the aforesaid provisions of the Great North of Scotland Railway Amendment Act, 1854, or on payment of the rates leviable by the said commissioners on such other railway companies respectively in respect of the use thereof (as the case may be); and such other railway companies may demand and take the same tolls and rates as the Company are by this Act authorised to charge for the use of the said rails, sidings, turntables and other works. Any railway company lawfully using the railway of the Company at Aberdeen shall, by means of the said connexion, have the same rights, in respect of the said rails, sidings, turntables and other works, as if such other railway company had formed an independent connexion therewith under the sanction of the said commissioners.

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Saving rights of Aberdeen Harbour Commissioners. 31 & 32 Vict. c. cxxxviii.

50. Nothing in this Act contained shall lessen, limit, or abridge the powers conferred by the Aberdeen Harbour Act, 1868, on the Aberdeen Harbour Commissioners to levy, demand and take, subject to the provisions of that Act, from every person, corporation or company, using any lines of rails, sidings or turntables, provided by or belonging to them for the purposes of that Act, such rates as they should from time to time fix, nor the powers thereby conferred of recovering such rates: Provided always, that until the said annual sum or yearly rent shall have been wholly determined, the aforesaid provisions of the Great North of Scotland Railway Amendment Act, 1854, shall receive full force and effect, except in so far as the said annual sum or yearly rent may be modified or reduced in virtue of the Great North of Scotland Railway Act, 1881, or otherwise, and subject to any change in the mode of traffic as authorised by that Act: Provided also, that if the said annual sum or yearly rent shall be wholly determined, then upon such determination the Aberdeen Harbour Commissioners shall have the like powers of levying, demanding, taking and recovering rates from the Company, in respect of their use of any of the lines of rails, sidings, or turntables, provided by and belonging to the said Commissioners, and described on the plan referred to in the aforesaid provisions of the Great North of Scotland Railway Amendment Act, 1854, as they may possess, under any Act of Parliament in force for the time, in respect of the use of such lines of rails, sidings, or turntables, by any other company, corporation or person: Provided further that the Company may demand and take, in respect of traffic of or conveyed by the Company which shall pass over the said rails, sidings or turntables, the rates which the Company may be required by the said commissioners to pay to them under such Act in respect thereof.

Company may appoint directors of Portpatrick Railway Company.

51. The Company, so long as they shall hold not less than forty thousand pounds of the capital of the Portpatrick Company, may from time to time appoint two directors of that company, in addition to the directors appointed under the provisions of the Acts relating to that company; and so long as the Company shall hold less than forty thousand pounds but not less than twenty thousand pounds of the said capital, they may from time to time appoint one director of the Portpatrick Company, in addition to the directors appointed under the provisions of the Acts relating to that company; and every such appointment shall be made in writing under the common seal of the Company, and shall be deposited with the secretary of the Portpatrick Company, and may in like manner be revoked and renewed; and every director so appointed

shall enter upon office immediately on his appointment, and shall remain in office until his appointment be revoked as aforesaid, or until he die or resign; and none of the provisions of the Companies Clauses Consolidation (Scotland) Act, 1845, with respect to the appointment and rotation of directors, shall apply to the directors or director of the Portpatrick Company appointed by the Company: Provided always, that if and whenever the Company shall cease to hold forty thousand pounds of the capital of the Portpatrick Company, the directors of that company appointed by the Company shall cease to hold that office; and the Company, if still holding not less than twenty thousand pounds of the capital of the Portpatrick Company, may thereupon make a new appointment of one director of that company, either of the persons previously appointed being always capable of re-appointment: Provided also, that if and whenever the Company shall cease to hold twenty thousand pounds of the said capital, the director of the Portpatrick Company then holding office in virtue of the appointment of the Company shall cease to hold that office, and the power of the Company to appoint one or more directors of the Portpatrick Company shall finally determine.

Such directors or any other person appointed by the Company may vote at meetings of Portpatrick Railway Company.

52. At any meeting of the Portpatrick Company, the directors or director of that company appointed by the Company as aforesaid (if present), or (if no director so appointed be present) any other person appointed for the purpose by the Company under their common seal, whether such directors, director, or other person hold shares or stock in the Portpatrick Company or not, may, while the Company hold any such shares or stock, attend on behalf of the Company, and shall have all the powers and privileges attaching to other shareholders at such meeting, and may vote thereat in respect of the shares or stock so held by the Company upon all questions, except that, so long as the Company retain the right of directly appointing a director or directors of the Portpatrick Company as aforesaid, no person on their behalf shall vote in the election of directors by the shareholders of that company, but if and when they cease to hold such right of direct appointment, they shall be entitled to vote in such election, in respect of any shares or stock which they may still hold in the Portpatrick Company, in the same manner as other shareholders: Provided that, if two directors appointed by the Company are present at any such meeting, the shares or stock in the Portpatrick Company held by the Company at the time shall, for the purpose of voting at such meeting, be deemed to be equally divided between such two directors.

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Interest not to be paid on calls paid up.

53. The Company shall not, out of any money by this Act or any other Act relating to the Company authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest, on money advanced by him beyond the amount of the calls actually made, as is in conformity with the Companies Clauses Consolidation (Scotland) Act, 1845.

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

54. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament, now or hereafter in force, may be required to be deposited in respect of any application to Parliament, for the purpose of obtaining an Act authorising the Company to construct any other railway, or to execute any other work or undertaking.

Provision as to general railway Acts.

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

Costs of Act.

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

SCHEDULES to the preceding Act.

SCHEDULE (A.)

For Railway No. 1.

No. on Deposited Plans.	Parish.	Description of Property.	Owners or Reputed Owners.
95	Calton -	Ground and brickfield	Lieut.-Col. William Wallace Hozier, William Steven & Sons, David Steven, William Steven.
97	Do. -	Dwelling house and henhouse.	Lieut.-Col. William Wallace Hozier.
99	Do. -	Old clay pit and road	Do.
96	Do. -	Occupation road -	Do., the Caledonian Railway Company, Hugh Brown.
98	Do. -	Do. - -	Do.
155	Barony -	Warehouse, store, and office.	Robert Paul.
156	Do. -	Bottlework, kilns, and cone.	Do.
157	Do. -	Annealing arches -	Do.
158	Do. -	Bottlework, kilns, cone, stores, stable, and loft, dungstead, and privy.	Do.
159	Do. -	Warehouse and loft -	Do.
160	Do. -	Yard and passages -	Do.
187	Do. -	Ground, brickfield, and shed.	I. and W. Beardmore, Isaac Beardmore, William Beardmore.
189	Do. -	Ground, brickfield, and slopes.	Do.
190	Do. -	Pond - -	Do.
191	Do. -	Ground, brickfield, coup, and line of railway.	Do.
191 1	Do. -	Henhouse - -	Do.
195	Do. -	Ground - -	I. and W. Beardmore, Isaac Beardmore, William Beardmore, the North British Railway Company, the City of Glasgow Union Railway Company.
197	Do. -	Lines of railway, ground, and coup.	Do.
192	Do. -	Burn - -	Do., Mrs. Agnes Thomson, Reverend John Thomson, R. and J. Garroway, John Garroway, William Garroway, James Garroway, Dr. Robert Garroway, the Lord Provost, magistrates, and council of the city of Glasgow.
		For Railway No. 4.	
3	Rutherglen	Vacant ground and railway sidings.	James White, John Campbell White, William James Chrystal.
4	Do. -	Vacant ground, railway sidings, slopes, and wooden box.	The provost, magistrates, and town council of the royal burgh of Rutherglen, J. and J. White, James White, John Campbell White, William James Chrystal.

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SCHEDULE (B.)

MINUTE OF AGREEMENT between THE MAGISTRATES AND TOWN COUNCIL OF THE ROYAL BURGH OF RUTHERGLEN on the first part, and THE CALEDONIAN RAILWAY COMPANY on the second part.

WHEREAS the second party are at present promoting in Parliament a Bill, under the short title of the Caledonian Railway (Further Powers) Bill, whereby amongst other things authority is asked to construct a railway, in the Bill and herein-after called Railway No. 4, for the purpose of which certain lands belonging to the first party will be required, and by which Bill it is also proposed to shut up so much of the footpath or road in the burgh of Rutherglen, called the "Green Road," as lies to the northward of the southern side of the bridge by which it is carried under the Company's Clydesdale Junction Line: And whereas the first party have agreed to assent to the said Bill on the terms and arrangements after mentioned: Therefore the parties hereto do hereby bind and oblige themselves in manner following, videlicet,

First.—The first party hereby assent to the said Bill so far as it applies to the foresaid objects.

Second.—The first party shall sell and convey to the second party the land required for the said Railway No. 4, and also the land contained within the triangle formed by the Railway No. 4, and the Clydesdale Junction Line of the Caledonian Railway, and the Dalmarnock Branch thereof, as the same is coloured red on the plan signed as relative hereto. The price of the land, which shall not exceed five acres, shall be at the rate of eight shillings per square yard, but in respect of the works herein-after mentioned to be done by the railway company a deduction shall be made from the price of said land of two shillings per square yard.

Third.—The second party shall, in substitution for the footpath or road to be shut up, construct at their own expense a bridge, twenty-five feet in width, over their Clydesdale Junction Line and the said intended Railway No. 4. in conformity with the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, applicable to public carriage roads, and the whole provisions of the said Act applicable to such bridge shall be held to be incorporated in this agreement, except in so far as varied by or inconsistent with this agreement; and also to form at their own expense a macadamized road or street of fifty feet wide, leading from said bridge to King Street, with sewer therein (but for the drainage of the said road or street only), the said bridge and road or street to be in a line with the existing Queen Street, or in a line westward of Queen Street, but eastwards of the new Burgh School to be fixed by the first party, the said road or street with sewer therein to be formed to the satisfaction of the Police Commissioners of the burgh of Rutherglen, with pavement on one side of the said road or street, and the necessary channelling and curbs and enclosing palings on both sides thereof, and with an access to the bridge on the

north side also to be made by and at the expense of the second party, by an ordinary macadamized road of twenty-five feet wide, leading along the side of Railway No. 4, on a gradient from the north end of the bridge not exceeding one in twenty, till it reaches the level of the ground as the same will be when filled up under the agreement between the first party and Messieurs White, and beyond that point a footpath of twelve feet in width on that level also, leading alongside of Railway No. 4 and side of Dalmarnock Branch Railway till it reaches the river embankment, all as the same are shown on the said plan signed as relative hereto, subject to the above provision as to the line of the said road and bridge. The said second party shall not shut up the said Green Road until the said road or street from King Street, the bridge over the Clydesdale Junction Line, and the said Railway No. 4, have been completed; but the said first party shall agree to the said second party making and deviating from time to time a temporary footpath or road, to be used till the permanent line of the said road to be substituted has been filled up, said temporary footpath or road to be as nearly in the line of said permanent road as possible, so that the traffic for foot passengers to the river embankment may not at any time be interrupted, it being understood that there will be no objection to said temporary footpath crossing the tramway used for bringing the rubbish to fill up the ground; or otherwise the second party may in their option carry the said temporary footpath or road along the west side of their Dalmarnock Branch on the top of the embankment thereof. The ground on which the road from King Street to the said bridge is to be constructed, shall be obtained by the first party from the present owners and other parties interested therein, and given to the second party at the price of eight hundred pounds, said price to include all claims for severance or injury to adjoining lands or buildings.

Fourth.—The second party shall be bound to settle with Messieurs White, the tenants of the surface, and with Messieurs Dixon, the tenants of the minerals, for any claims which may be competent to them against the first party in connexion with the works to be executed under this agreement.

Fifth.—The sum of eight hundred pounds mentioned in Article Third hereof shall be payable at Martinmas eighteen hundred and eighty-two, being the date of the second party's entry; and the price of eight shillings per yard under deduction as aforesaid shall be payable in three yearly instalments, at Martinmas eighteen hundred and eighty-two, Martinmas eighteen hundred and eighty-three, and Martinmas eighteen hundred and eighty-four, with interest of five per cent. in case of failure.

Sixth.—This agreement is contingent upon the passing of the Bill containing all necessary powers for constructing Railway No. 4, and is subject to such alterations as Parliament may see fit to make thereon. In witness whereof these presents on stamped paper and which are printed down to the testing clause are, along with the plan therein referred to and which is hereto annexed, executed in duplicate by the parties hereto as follows, vizt.: They are subscribed by Hugh Brown and John Cowan, Esquires, two of the directors, and Archibald Gibson, secretary, all of the said Caledonian Railway Company, for and on behalf of that Company, and sealed with the common or corporate seal of said Company, all at Glasgow, on the twenty-third day of February eighteen hundred and eighty-two, before these witnesses Robert Gibb and William

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James Clarke, both clerks to the said Caledonian Railway Company in their secretary's office in Glasgow; and they are also subscribed by John Fleming, Esquire, provost, David Dick, Esquire, bailie, William Mitchell, Esquire, bailie, and Messieurs William Reid, John Kirkwood, John McFarlane, Fletcher Pool, Thomas Kinnon, Archibald Baird, Robert Lang, Alexander Morrow, John Macalpine, councillors, and Andrew Fleming, treasurer, all of the said royal burgh of Rutherglen, being a majority and quorum of the magistrates and town council of said royal burgh as follows, viz.:—by the said John Fleming at Glasgow on the tenth day of March and year last mentioned before these witnesses Charles Edwards Beckett, apprentice, and William Barr, clerk, both to Messieurs Montgomerie and Flemings, writers in Glasgow; and by the said David Dick, William Mitchell, William Reid, John Kirkwood, John McFarlane, Fletcher Pool, Thomas Kinnon, Archibald Baird, Robert Lang, Alexander Morrow, John Macalpine, and Andrew Fleming, all at Rutherglen, on the thirteenth day of said last mentioned month and year, before these witnesses George Gray, town clerk of said royal burgh, and George MacKenzie, clerk to Messieurs George Gray and Threshie, writers in Glasgow: Declaring that this testing clause from and after the words "In witness whereof" is written by Andrew Brand, clerk to the said Caledonian Railway Company in their solicitor's office in Glasgow.

CHARLES E. BECKETT, Witness.
WILLIAM BARR, Witness.

JOHN FLEMING, Provost.
DAVID DICK, Bailie.
WILLIAM MITCHELL, Bailie.
WILLIAM REID, Councillor.
JOHN KIRKWOOD, Councillor.
JOHN MCFARLANE, Councillor.
FLETCHER POOL, Councillor.
THOMAS KINNON, Councillor.
ARCHIBALD BAIRD, Councillor.
ROBERT LANG, Councillor.
ALEXR. MORROW, Councillor.
JOHN MACALPINE, Councillor.
ANDREW FLEMING, Tr.
HUGH BROWN, Dr.
JOHN COWAN, Dr.
ARCH. GIBSON, Secy.

GEO. GRAY, Witness.
G. MACKENZIE, Witness.

ROBERT GIBB, Witness.
WM. JAS. CLARKE, Witness.

L.S.

SCHEDULE (C.)

MEMORANDUM OF AGREEMENT between ROBERT THOMAS NAPIER SPEIR, Esquire, of Culdees Castle in Perthshire and of Blackstone in Renfrewshire, institute of entail in possession of the lands and estate of Blackstone and others after mentioned, of the first part; JAMES DUNLOP, Esquire, of Tollcross, carrying on business as a coal and ironmaster at Clyde Iron Works in the county of Lanark and elsewhere, under the firm of James Dunlop and Company, of the second part; and THE CALEDONIAN RAILWAY COMPANY, incorporated by Act of Parliament, of the third part.

WHEREAS the predecessors of the second party, under and in virtue of a lease or leases in their favour of certain fields of ironstone in the said lands and estate of Blackstone (containing among other powers power to make railroads) a considerable time ago constructed a branch railway to connect his the second party's Number Two Ironstone Pit, south-west of the village of Linwood, with the Greenock section of the Caledonian Railway at Blackstoun Mains, and which branch railway has been all along and is presently worked by the third party; And whereas after sundry prolonged negotiations between the third party and the first party, and between the third party and the second party, with the view of the third party purchasing and acquiring the right of property in the solum of the said branch railway and other rights in said railway belonging to the first party, and of the third party purchasing and acquiring the said railway itself and whole materials and plant thereof belonging to the second party,—the first and second parties have respectively agreed with the third party, and with each other, to sell the solum of said branch railway, and said branch railway itself to the third party, and the third party has agreed to purchase and acquire the said respective subjects from the first and second parties, on the terms underwritten.

First.—The first party, with consent of the second party, agrees to sell to the third party, and the third party agrees to purchase, all and whole that long strip or piece of land occupied in whole or in part by said branch railway and extending from the second party's Number Two Ironstone Pit, south-west of the village of Linwood, to the Greenock Branch of the Caledonian Railway at Blackstoun Mains (and which strip or piece of land is wider at and near to the Linwood depôt than at the other parts thereof), extending said strip or piece of land to seven acres one rood and thirty-five poles or thereby imperial measure, as the same is delineated and coloured red on a plan or tracing annexed hereto and signed by the parties as relative to these presents, and which strip or piece of land above disponed lies in the parish of Kilbarchan, within the lordship and barony of Paisley, and shire of Renfrew, and is part of the lands and estate of Blackstone and others, lying in the county of Renfrew, particularly described in a disposition and deed of entail by the said Robert Thomas

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Napier Speir and others as trustees therein mentioned in favour of the said Robert Thomas Napier Speir and the heirs and substitutes of entail therein specified, dated the twenty-eighth of June, the twenty-first of July, and the third of August, and recorded in the division of the General Register of Sasines applicable to the county of Renfrew on the seventh day of August, all in the year eighteen hundred and eighty, together with the teind sheaves and other teinds, as well parsonage as vicarage, of the said strip or piece of land, in so far but in so far only as the first party has right to the same, and except as after mentioned the whole parts, privileges, and pertinents of said subjects agreed to be sold, and the whole right title and interest therein of the first party and the heirs and substitutes of entail aforesaid; declaring that the said subjects are to be disponed by the first party to the third party under reservation of the minerals under the same and of power to work these minerals, and subject also to the present leases of parts thereof, and of the right of the first party and foresaids to lease any unlet part of the said minerals, and subject likewise to any right of the first party's other mineral tenants, which he or his predecessors had right to grant and have granted under leases current at the date of entry under these presents, to use or connect with the said railway for the purposes and on the terms mentioned in their leases—the third party being bound to relieve the first party and foresaids of all claims (if any be competent) in respect thereof. Further the third party shall be bound and hereby agrees to preserve the present level crossings shown on the said plan or tracing signed as relative hereto, and to form and make to the reasonable satisfaction of Mr. John Glegg, the first party's factor, the two sidings also shown on the said plan or tracing: declaring that the third party shall be bound and hereby agrees to relieve the first party and foresaids of all claims of compensation, in any way competent to their agricultural tenants under current leases, in respect of the said railway or otherwise in connexion therewith, other than for a proportionate abatement from their rents corresponding to their lands occupied by the said railway, so far as they are entitled to such abatement, and such abatement to be at the average rent per acre of their farms.

The price payable to the first party and the heirs and substitutes of entail foresaid, for and in respect of said subjects agreed to be sold, and any interest they may have in the railway itself and plant thereon, shall be five thousand nine hundred pounds, or such other sum as may be ascertained to be the value of the said subjects, and the amount of compensation due to the first party and the heirs and substitutes of entail foresaid, by valuation in terms of the Lands Clauses Consolidation (Scotland) Act, 1845, and the Lands Clauses Acts Amendment Act, 1860.

Second.—The said price shall be payable to the first party, or be consigned in Bank in terms of the statutes, as the case may be, within one month after the Act of Parliament after mentioned has obtained the royal assent, and the first party shall thereupon disencumber the said subjects agreed to be sold of all incumbrances, if any, affecting the same, and shall with consent of the second party grant a valid conveyance, at the third party's expense, in favour of the third party in terms of law. The third party's

entry to possession of the subjects shall be as at the term of Whitsunday eighteen hundred and eighty; and until payment or consignation of the said price there shall be paid to the first party, or the heir or substitute of entail in possession for the time of the said lands and others, interest at the rate of five per cent. per annum on the said price, half-yearly at the terms of Martinmas and Whitsunday, beginning the first payment thereof as at Martinmas eighteen hundred and eighty.

Third.—The second party with consent of the first party agrees to sell to the third party, and the third party agrees to purchase, (first) the right and interest of the second party as lessee and occupier or otherwise in the whole subjects described in Article first, and the proprietor's interest in which is to be sold and conveyed to the third party in manner above expressed, and (second) the foresaid line of railway, as at present existing, extending from the second party's Number Two Ironstone Pit, south-west of the village of Linwood, to the Greenock Branch of the Caledonian Railway at Blackstoun Mains, and which line of railway is shown on the foresaid plan signed as relative to these presents, together with the rails, chairs, sleepers and whole other materials of which the said line of railway is constructed, and the whole appurtenances except the weighing machine at Blackstoun Mains of the said line of railway, and the second party's whole right title and interest, present and future, in said subjects agreed to be sold; with entry at the date of the second party's execution of these presents. The price payable to the second party in respect of the subjects to be conveyed by him and of his whole interest in the premises shall be four thousand pounds, which shall be payable as at the date of his execution of these presents. The second party shall be bound to grant at the third party's expense all such further deeds as are or may be necessary for effectually vesting the third party in the subjects by this Article agreed to be sold to the third party, and the first party shall at the third party's expense concur in such deeds, if and when required by the third party so to do.

Fourth.—The third party shall apply to Parliament by Bill in the session to be held in eighteen hundred and eighty-two, or in any subsequent session, for statutory authority to acquire, hold and use the subjects agreed to be purchased by them under the preceding Articles of this agreement, and to carry out the provisions of this agreement. The first and second parties agree and bind themselves to support the third party's said application to Parliament by petition and all other competent means in their power, and to use their best endeavours bonâ fide for the obtaining by the third party of the said statutory authority, but always at the expense of the third party; and the whole parties hereto consent to registration hereof for preservation. In witness whereof these presents, consisting of this and the four preceding pages, all written (on paper duly stamped) by John McDougall, clerk to the said Caledonian Railway Company in their solicitor's office in Glasgow, are along with annexed relative plan executed in triplicate as follows, videlicet, they are subscribed by the said Robert Thomas Napier Speir at Yate House, Gloucestershire, on the fifth day of April eighteen hundred and eighty-one years before these witnesses,

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Arthur Hawkins, butler, and William Brookman, footman, both to the said Robert Thomas Napier Speir; by the said James Dunlop and the said firm of James Dunlop and Company (the signature of said firm being adhibited by the said James Dunlop) both at Glasgow on the nineteenth day of May and year last mentioned before these witnesses, James Redpath, clerk to the said firm of James Dunlop and Company, and Andrew Marshall, writer, Glasgow; and they are also subscribed by James King and Hugh Brown, Esquires, two of the directors, and Archibald Gibson, secretary, all of the said Caledonian Railway Company, for and on behalf of that Company, and sealed with the common or corporate seal of said Railway Company, all at Glasgow on the twenty-fourth day of said month of May and year last mentioned, before these witnesses James Little Maclean, and William James Clarke, both clerks to the said Caledonian Railway Company, in their secretary's office in Glasgow; declaring that this agreement is made subject to such alterations as Parliament may think fit to make thereon.

Arthur Hawkins, Witness.
William Brookman, Witness.
James Redpath, Witness.
And. Marshall, Witness.
J. L. Maclean, Witness.
Wm. Jas. Clarke, Witness.

L.S.

R. T. N. Speir.
James Dunlop.
James Dunlop & Coy.
James King, Director.
Hugh Brown, Director.
Arch. Gibson, Secy.

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