ANNO DECIMO & UNDECIMO

VICTORIÆ REGINÆ.

****

Cap. lxxxii.

An Act to enable the *Caledonian* Railway Company to make a Branch Railway from the *Glasgow, Garnkirk, and Coatbridge* Railway to *Glasgow*, and to enlarge the Station in that City.

[2d *July* 1847.]

WHEREAS an Act was passed in the Ninth Year of the Reign of Her present Majesty Queen *Victoria*, intituled *An Act for making a Railway from* Carlisle *to* Edinburgh 8 & 9 Vict.
and Glasgow *and the North of* Scotland, *to be called "The* Caledonian c. 162.
Railway:" And whereas an Act was passed in the Tenth Year of the Reign of Her said Majesty, intituled *An Act to effectuate the Sale by* 9 & 10 Vict.
the Glasgow, Garnkirk, and Coatbridge *Railway Company of the said* c. 329.
Railway to the Caledonian *Railway Company; and other Purposes therewith connected:* And whereas another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to* 7 & 8 Vict.
extend the Line of the Garnkirk and Glasgow *Railway, to enable the* c. 87.
Company to raise a further Sum of Money; and to alter and amend the Acts relating to the said Railway; and another Act was passed in the Tenth Year of the Reign of Her said Majesty, intituled *An Act* 9 & 10 Vict.
to enable the Glasgow, Garnkirk, and Coatbridge *Railway Company* c. 334.
to extend the Terminus of their Railway in Glasgow: And whereas it would be attended with Advantage and Convenience to the Public

and to the *Caledonian* Railway Company if the said Company were authorized to form a Branch Railway from the *Glasgow, Garnkirk, and Coatbridge* Railway at a Point near *Milton Bridge* to the *Port Dundas* Road in the City of *Glasgow*, and to alter and enlarge the Station of the said Railway in that City; but these Purposes 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 the "*Caledonian* Railway Act, 1845," and the "*Caledonian* Railway (*Glasgow, Garnkirk, and Coatbridge* Railway Purchase) Act, 1846," both above recited, and the several Acts thereby incorporated therewith, shall, so far as not varied or otherwise provided for by this Act, be incorporated with and form Part of this Act.

Recited Acts, 8 & 9 Vict. c. 162. and 9 & 10 Vict. c. 329., applied to this Act.

Short Title.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments and Proceedings, it shall be sufficient to use the Expression "The *Caledonian* Railway (*Garnkirk* Station) Act, 1847."

Power to raise Money by Creation of new Shares.

III. And whereas the estimated Expence of the Works hereby authorized is One hundred and fifty thousand Pounds; be it enacted, That it shall be lawful for the Company from Time to Time to raise, in addition to the Sums which they are already authorized to raise, or which they may be authorized to raise by any other Act to be passed in the present Session of Parliament, any further Sums of Money, not exceeding in the whole the Sum of One hundred and fifty thousand Pounds, by the Creation of new Shares or Stock, upon such Terms and in such Manner as may be or may have been agreed upon at any Extraordinary Meeting or Meetings of the Company, and the new Shares or Stock created by virtue of this Act shall become Part of the general Capital of the Company.

Power to borrow on Mortgage.

IV. And be it enacted, That after the whole of the said Sum of One hundred and fifty thousand Pounds shall have been subscribed, and One Half thereof shall have been paid up, it shall be lawful for the Company from Time to Time to borrow on Mortgage or Bond, and if paid up again to borrow, any Sum or Sums of Money, not exceeding in all Fifty thousand Pounds, in addition to the Amount which they are already authorized to borrow, or which they may be authorized to borrow by any other Act to be passed in the present Session of Parliament.

Interest not to be paid on Calls paid up.

V. And be it enacted, That it shall not be lawful for the said Company, out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond

the Amount of the Calls actually made as shall be in conformity wi the Provisions in the Companies Clauses Consolidation (*Scotland* Act, 1845, in that Behalf contained.

Deposits for future Bills not to be paid out of the Company's Capital.

VI. And be it enacted, That it shall not be lawful for the said Company, out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway or execute any other Work or Undertaking.

Line of Railway.

VII. And be it enacted, That the Line of Railway to be made and maintained under the Authority of this Act shall commence by a Junction with the *Glasgow, Garnkirk, and Coatbridge* Railway at a Point near the Bridge across the said Railway called the *Milton Bridge*, in the *Barony* Parish of *Glasgow*, and shall pass through the said Parish and the *Inner High Church* Parish of *Glasgow* to the Road leading from *Glasgow* to *Port Dundas* at a Point in the first-named Parish near the Junction of the said Road with the Road leading from *Glasgow* to *Garscube*; and it shall be lawful to the Company to alter and enlarge the Station in *Glasgow* of the said Railway near and adjoining to the said Road.

Power to make new Works.

VIII. And whereas Plans and Sections of the foresaid Railway by this Act authorized to be made showing the Line and Levels thereof and the Lands required therefor and for the said Station and Works connected therewith, and a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Lands through or upon which the said Railway and Station and Works and other Conveniences in connexion therewith will pass or be situate, have been deposited in the Offices of the Principal Sheriff Clerk of the County of *Lanark*; be it enacted, That with the Powers and subject to the Provisions contained in the said first-recited Act and the Acts thereby incorporated therewith, it shall be lawful for the Company to make and maintain the said Railway and Station, and all necessary Works and Conveniences connected therewith, in the Line and upon the Lands delineated on the said Plans, and described in the said Book of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Lands for extraordinary Purposes.

IX. And be it enacted, That the Quantity of Land to be taken by the Company for extraordinary Purposes in connexion with the Railway hereby authorized to be made shall not exceed Ten Acres.

Period within which Lands are to be purchased.

X. And be it enacted, That the Powers for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

XI. And

Period for the Completion of Railway.

XI. And be it enacted, That the Railway by this Act authorized to be made shall be completed within Seven Years after the passing of this Act; and on the Expiration of the said Period the Powers by this Act granted to the Company for executing the said Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Railway as shall then be completed.

Regulating the Inclination of a certain Road.

XII. And be it enacted, That it shall be lawful to the Company to construct the Approach to the Bridge or Arch for carrying the Road numbered 50 in the *Barony* Parish of *Glasgow* on the Plans deposited as aforesaid over the Railway hereby authorized with such Inclination as they think fit, not steeper than One in Twenty-four.

Part of Works formerly authorized may be abandoned.

XIII. And be it enacted, That it shall be lawful to the Company to relinquish the Works authorized by the *Glasgow, Garnkirk, and Coatbridge* Railway Extension Act, 1846, above recited, and it shall likewise be lawful to them and they are hereby required to relinquish that Part of the Works authorized by the Act above recited, passed in the Eighth Year of the Reign of Her present Majesty, which was intended to carry the Railway thereby authorized over the Canal, Canal Banks, and Tracking Path belonging to the Company of Proprietors of the *Forth and Clyde* Navigation.

Provisions as to passing under the Forth and Clyde Canal.

XIV. And whereas the Railway is intended to pass under the Canal belonging to the Company of Proprietors of the *Forth and Clyde* Navigation, commonly called the *Forth and Clyde* Canal Company, so that the upper Surface of the Rails will be Forty-one Feet only under the Top-water of the said Canal: And whereas such passing under the said Canal cannot be executed without a temporary Diversion of the said Canal; be it enacted, That the Company, before they shall enter upon or interfere with the Lands, Canal, or other Works belonging to the said Canal Company, shall, at their own Expence, make and form a temporary Diversion of the same Canal, equal in Breadth and Depth with that Part of the said Canal under which the Railway is intended to pass, and capable of conveying the Trade of the said Canal as speedily and advantageously as the present Line of the said Canal where so diverted; and such temporary Diversion shall be executed at the Sight and to the Satisfaction of *James Walker* of *London*, Civil Engineer, whom failing, *James Leslie* of *Edinburgh*, Civil Engineer, whom failing, a neutral Engineer to be appointed by the Commissioners of Railways; and the said Canal shall, within Twelve Months after the opening of such temporary Canal, be restored and reconstructed in its present Line, at the Sight and to the Satisfaction of the said Engineer, at the Expence of the said Railway Company, and according to a Plan to be previously approved of by such Engineer, and the Expences incurred to the said Engineer in relation to the Works shall be paid by the Railway Company.

Company to be liable for all Damage to the Canal.

XV. And be it enacted, That notwithstanding the said temporary Canal is to be formed and the Canal is to be reconstructed and restored in its present Line, at the Sight and to the Satisfaction of the said Engineer, yet nevertheless the Operations required for the Formation

Formation of the said temporary Canal, and for the Reconstruction and Restoration of the present Canal, shall be carried on and completed at the sole Risk of the Company, who shall be liable for all Damages occasioned to the said Canal or to the adjoining Country or to the Traders on the Canal by or in consequence of such Operations, whensoever such Damages may occur; and the Portion of the said Canal which shall be so altered, reconstructed, and restored by the Company, as well as the Connexion thereof with the existing Works, shall be maintained by them in all Time coming in a State of perfect Repair, free from all Leakage: Provided always, that the said temporary Channel and the Works therewith connected shall be upheld and maintained by the said Railway Company for a Period of Twelve Months after the Restoration of the said Canal.

Penalties for impeding the Canal.

XVI. And be it enacted, That if the said temporary Canal or reconstructed and restored Canal or Works respectively shall be so constructed and maintained by the Company as to impede Boats, Barges, or other Vessels from navigating or using the same at all Times as freely and uninterruptedly as at present, then the Company shall pay to the said Canal Company the actual Damage thereby occasioned, or, in lieu thereof, and in the Option of the said Canal Company, as and by way of liquidated and ascertained Damages, the Sum of Ten Pounds for every Hour during which such Impediment shall be allowed to continue not exceeding Forty-eight Hours, but if beyond Forty-eight consecutive Hours, then the Sum of Twenty Pounds for every Hour during which such Impediment shall continue after such first Forty-eight Hours as aforesaid; and in default of Payment of any such actual or ascertained Damages, on Demand being made on the Treasurer or any Officer of the Company, the said Canal Company may sue for and recover the same, together with full Expences, against the Company, by Action in the Court of Session in *Scotland*, or before the Sheriff of the County of *Lanark*, or the same may be recovered in like Manner as any other Penalties under this Act.

Provision in case Company fail to repair the temporary and the restored Canal.

XVII. And be it enacted, That if there shall be any Leakage in the said temporary Canal or in the said reconstructed and restored Canal, or if the same and the Works connected therewith respectively shall not be kept in a State of complete Repair, and if the Company shall not, within Twenty-four Hours after written Notice of Leakage or Disrepair to the Secretary or other Officer of the Company, forthwith execute the Works necessary for the Removal of such Leakage, or for completely repairing the said Canal and Works connected therewith, so far as such Canal and Works are to be maintained by the Company, then the said Canal Company are hereby empowered to perform all such Operations as may be necessary at the Risk of the Company, and that without Prejudice to the Right of the said Canal Company to recover the Amount of all actúal Damage which may be done as aforesaid, or in their Option the Penalties herein-before provided, both before and after the giving of such Notice as aforesaid, and during the Currency thereof; and the said Canal Company shall be entitled to recover from the Company the Expence of all Operations which may be performed by them in making such Repairs or removing such Leakage, and in default of Payment of such Expences or Penalties the same

may be recovered as herein-before provided with Reference to Damages and Penalties for impeding the Passage along the said Canal.

Saving Rights of Canal Company, and prohibiting Deviation from Railway at crossing.

XVIII. And be it enacted, That nothing in this Act contained shall alter, prejudice, affect, or take away any of the Rights, Powers, Privileges, or Authorities vested in the said Canal Company, or shall authorize or empower the Company to alter, except as herein provided, the Line or Level of the said Canal, or to reduce the Breadth or Depth thereof, or in any Manner to obstruct or impede the Use of the same, or any Part thereof, or to divert, intersect, cut off, take, use, or diminish any of the Water therein, or of any Stream or other Supply of Water which is now used or which may be taken for the Use thereof; and that it shall not be lawful for the Company to make a vertical Deviation from the Section of the said Railway deposited as aforesaid, in passing under the said Canal, to any greater Extent than Two Feet; and that it shall not be lawful for the Company in carrying the said Railway under the said Canal to leave less than a clear Depth in the said Canal of Ten Feet below Top-water Level of the same: Provided nevertheless, that nothing herein contained shall prevent the Company from carrying into execution the Powers of this Act for constructing, and from Time to Time repairing and maintaining, the said Railway where it shall pass under the said Canal.

Company not to obstruct Formation of Branch of Inchbelly Road, in Line of Pulteney Street.

XIX. And whereas an Act was passed in the Seventh Year of the Reign of Her present Majesty, intituled *An Act to improve, repair, and maintain the Road from* Inchbelly Bridge *to* Glasgow, *and to make and maintain certain Branch Roads therefrom*, by which Act the Trustees of the said Road are empowered to make, repair, and maintain a Branch Road from the present Road at or near the *Troughstone* to the *Port Dundas* or *Garscube* Road at or near to the Head of *West Nile Street* in *Glasgow*, in the Line delineated on the Plans therein referred to; be it enacted, That in the event of the Trustees appointed by the said Act carrying the said Powers thereof into effect, so far as regards the said Branch Road, it shall not be lawful for the said Company to take or use permanently any Portion of the Street called *Pulteney Street* extending from the *Forth and Clyde* Canal to the South-west Boundary of the Works occupied by Messieurs *Kidston* and Company, so as to interfere with or obstruct the Formation or Use of the said Branch Road along the Line of the said Street: Provided always, that it shall be lawful for the Company, in the course of constructing the said Railway by this Act authorized, to use and occupy for temporary Purposes such Portions of the said Street as may be necessary, but so as not to permanently interfere with or obstruct the Formation or Use of the said Branch Road as aforesaid.

As to Width of Branch Road.

XX. And be it enacted, That nothing herein contained shall alter or affect the Right of the *Inchbelly* Turnpike Road Trustees to form the said Branch Road from *Troughstone* to the *Port Dundas* Road of the Width authorized by the said recited Act.

Branch Road South of Pulteney Street

XXI. And whereas the Line of the said Branch Road from the South-west End of *Pulteney Street* to the *Port Dundas* or *Garscube* Road

Road passes through the Lands of *Little Cowcadden's* belonging to the Company, and it is expedient and the Company are willing that a Portion of the same should be deviated as after mentioned; be it enacted, That in the event of the Formation of the said Branch Road under the Powers of the said Act as aforesaid, the same shall be carried from the South-west End of *Pulteney Street* along and in the Line of *Leadbetter Street* until it reaches the Southern Boundary of the Property of the Company, and thence at Right Angles to *Leadbetter Street*, upon and along the South Boundary of the Company's Property, until it reaches the *Port Dundas* or *Garscube* Road; and the Company shall be bound and are hereby required, within Two Months after being thereunto requested by the said Road Trustees, to consent to such Trustees carrying the said Branch Road in the Line above described, instead of in the Line delineated on the Plans referred to in the said Act.

to be deviated.

XXII. And be it enacted, That the said Railway Company shall be bound and obliged to inclose the said Railway, so far as the said Railway may run parallel with the said proposed Branch Road when executed, with good and sufficient retaining Walls at least Ten Feet in Height above the Level of the Roadway, so as to prevent all Danger or Damage to the said intended Line of Road or Interruption to the Traffic thereon.

Company to inclose Railway within retaining Walls.

XXIII. And be it enacted, That the said Company shall inclose their Station to be formed on the Lands of *Cowcadden's*, so far as it adjoins the said Branch Road when executed, with good and sufficient Walls in the Nature of a Screen at least Ten Feet in Height above the Level of the said Roadway: Provided always, that nothing herein contained shall prevent the Company from making Entrances and Gateways from the said Road into the said Station, and Windows opening upon the said Road.

Company to inclose Station with sufficient Walls in the Nature of a Screen.

XXIV. And whereas the Railway by this Act authorized is intended to pass through Part of the Lands of *Pinkstane*, which have been acquired and are now partially occupied by Messieurs *Charles Tennant* and Company, the Proprietors of the *Saint Rollox* Chemical Works, as a Depôt Ground for the Deposit of the Residuum arising from their Works; be it enacted, That the said Company shall be bound to construct and maintain such retaining Walls along the Railway on both Sides, and such Bridges and Accesses over the same for connecting the Lands on both Sides, at such Time and to such Extent as may be fixed by the Engineer of the Company and an Engineer to be appointed by the said Messieurs *Charles Tennant* and Company, and in case of their differing or declining to act, then of an Engineer to be appointed by the Sheriff on the Application of either Party.

For Protection of Messrs. C. Tennant and Co.

XXV. And be it enacted, That the Company shall also be bound from Time to Time to make such good and sufficient Culverts and Drains for the said Lands of *Pinkstane* as may be rendered necessary by reason of the Execution of the said Railway, and that at such Times and to such Extent and in such Manner as may be fixed

Providing for Drains for Lands of Pinkstane.

fixed by Engineers in the Manner herein-before provided in respect of the Walls and Bridges to be constructed on the said Lands.

As to Construction of Railway across a certain Tunnel near Glasgow.

XXVI. And whereas the said Railway is intended to pass over the Tunnel belonging to the *Edinburgh and Glasgow* Railway Company near *Glasgow*; be it enacted, That in constructing the said Railway at the said Point of crossing it shall not be lawful for the Company to injure the Works or to enter or alter the Tunnel of the said *Edinburgh and Glasgow* Railway Company, either temporarily or permanently, without the Consent in Writing of such last-mentioned Company first had and obtained.

Plan of crossing to be approved of by an Engineer.

XXVII. And be it enacted, That the Plan according to which the Crossing of the said *Edinburgh and Glasgow* Railway is to be executed shall be submitted to and approved of by *James Walker* Esquire, Civil Engineer, whom failing, *James Leslie* Esquire, Civil Engineer, whom failing, a neutral Engineer to be appointed by the Commissioners of Railways; and it shall not be lawful for the Company to construct the said Crossing, unless and until the said *James Walker* or *James Leslie* or the said neutral Engineer, as the Case may be, shall have approved of the same, and shall have certified in Writing that the same may be constructed without Danger to the Public or to the *Edinburgh and Glasgow* Railway; and such Crossing shall be constructed at the Sight and to the Satisfaction of the said *James Walker*, whom failing, the said *James Leslie*, whom failing, the said neutral Engineer, and when constructed shall be maintained by the said Company in good and sufficient Repair at all Times thereafter.

Copy of Plan to be furnished to Engineer of Edinburgh and Glasgow Company.

XXVIII. Provided always, and be it further enacted, That the said Company shall and they are hereby required, Seven Days before they shall submit the Plan of the said Crossing to the said *James Walker* or *James Leslie* or the said neutral Engineer, as the Case may be, to furnish to the Engineer for the Time being of the *Edinburgh and Glasgow* Railway Company a Copy of the said Plan and other Particulars for the Information of the said Company.

Notice to be given before Commencement of Works at Crossing.

XXIX. And be it enacted, That the said Crossing shall not be begun until after special Notice shall be served on the said *Edinburgh and Glasgow* Railway Company, stating the Intention of the Company to begin the same, and that it shall be constructed and completely finished to the Satisfaction of the said *James Walker*, whom failing, of the said *James Leslie*, whom falling, of the said neutral Engineer, within such Period after the Date of the said Notice as may be fixed by the said *James Walker*, whom failing, by the said *James Leslie*, whom failing, by the said neutral Engineer; and in the event of the said Works not being constructed and completely finished within the Period aforesaid, the Company shall pay to the said *Edinburgh and Glasgow* Railway Company the actual Damage thereby occasioned.

Company to relieve Edinburgh and Glasgow Railway

XXX. And whereas the said *Edinburgh and Glasgow* Railway Company are by their Act of Incorporation, intituled *An Act for making a Railway from* Edinburgh *to* Glasgow, *to be called* "*The* Edinburgh and Glasgow *Railway, with a Branch to* Falkirk," bound to

to pay to the *Forth and Clyde* Navigation Company any Damage that may be occasioned by them in crossing under the said Navigation, or making or repairing their Tunnel, or by want of Repair thereof, or by Accident or Neglect, or otherwise, in lieu thereof, and in the Option of the said Navigation Company, certain Sums as and by way of ascertained Damages: And whereas, from the near Vicinity of the said Two Points of Crossing, Disputes may arise as to the Cause whereby such Damage may be occasioned, in case the Water of the said Navigation shall be intercepted, diminished, or run off through either of the said Two Tunnels; be it enacted, That all such Disputes shall be referred to the said *James Walker*, whom failing, to the said *James Leslie*, whom failing, to any neutral Engineer to be appointed by the Commissioners of Railways; and the Company shall be bound to relieve the said *Edinburgh and Glasgow* Railway Company of all Claims of Damage at the Instance of the said *Forth and Clyde* Navigation Company, under the Provisions of the said Act, in the event of the said Referee deciding that such Damage has arisen from the Act or Neglect of the Company, or of their Agents, Servants, and Workmen, or from the Execution, Use, or Disrepair of their Works.

Company from Claims for Damnge at the Instance of the Forth and Clyde Navigation Company, in the event of Damage being done.

XXXI. And be it enacted, That the said Railway Crossing, although designed and constructed at the Sight and to the Satisfaction of a neutral Engineer, shall be carried on, completed, and upheld, in all Time coming, at the sole Risk of the Company, who shall be bound not only to free and relieve the said *Edinburgh and Glasgow* Railway Company of any Claims made against them in consequence of any Accident arising from the said Crossing hereby authorized, whereby Delay or Interruption may be occasioned to the Traffic carried on by Parties using the said *Edinburgh and Glasgow* Railway, either during the Construction of the Works or at any Time thereafter, but also to repair any Injury that may have been occasioned by the said Crossing hereby authorized to the Works or Property of the said *Edinburgh and Glasgow* Railway Company, and to pay them either the Amount of such other or further Damage as may be thereby occasioned to them, or in lieu thereof, and in the Option of the said *Edinburgh and Glasgow* Railway Company, as and by way of ascertained Damages, the Sum of Twenty Pounds for every Hour during which such Impediment or Obstruction shall be allowed to continue after Notice in Writing shall have been given to the Company at their Office in *Glasgow*, not exceeding Seventy-two Hours, but if beyond Seventy-two consecutive Hours, then the Sum of Thirty Pounds for every Hour during which the Impediment or Obstruction shall continue after such first Seventy-two Hours as aforesaid; and in default of Payment of any such actual or ascertained Damages on Demand made, the said *Edinburgh and Glasgow* Railway Company may sue for and recover the same, together with full Costs, against the Company, by Action in the Court of Session in *Scotland*, or by summary Proceeding before the Sheriff of the County of *Lanark*, in manner provided by the Lands Clauses Consolidation (*Scotland*) Act, 1845.

Railway Crossing to be maintained at Expense of Company.

Tolls.

XXXII. And be it enacted, That it shall be lawful to the Company, subject to the Conditions, Limitations, and Provisions contained in the *Caledonian* Railway (*Glasgow, Garnkirk, and Coatbridge* Railway Purchase) Act, 1846, before recited, and the Acts thereby incorporated therewith, to demand and recover, for the Use of the said Railway and Works hereby authorized, the Tolls, Rates, Duties, and Charges which are by the said Act authorized to be demanded and recovered for the Use of the said *Glasgow, Garnkirk, and Coatbridge* Railway and Works connected therewith.

Railway to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55. 7 & 8 Vict. c. 85., and 9 & 10 Vict. cc. 57. & 105.

XXXIII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways;* and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways;* and another Act was passed in the Tenth Year of the Reign of Her said Majesty, intituled *An Act for regulating the Gauge of Railways;* and another Act was passed in the Tenth Year of the Reign of Her said Majesty, intituled *An Act for constituting Commissioners of Railways;* be it enacted, That nothing in this Act contained shall be held to exempt the Railway by this Act authorized, or the Company, from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railway and Company, so far as the same shall be applicable thereto.

Railway to be subject to Provisions of any future general Act.

XXXIV. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this or the said recited Acts authorized to be made from the Provisions of any general Act relating to this and the said recited Acts, or of any general Act relating to Railways, now in force or which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this and the said recited Acts.

Provision relating to Barracks at Broomhill.

XXXV. And whereas it is indispensably necessary that the Barracks and other public Property belonging to Her Majesty, and under the Charge of the Board of Ordnance, should be preserved from Injury or Obstruction in consequence of the said Railway; be it therefore enacted, That nothing in this Act contained shall authorize the said Company to construct or carry the said Line of Railway by this Act authorized, or the Line of Deviation thereof, across the Barracks, or the Buildings or Lands appertaining thereto, at *Broomhill, Glasgow*, or to enter upon or possess or occupy any other Buildings or Lands belonging to Her Majesty, and under the Control

or Management of the Board of Ordnance at *Glasgow* aforesaid, or elsewhere, for the Purposes of the said Railway, without the Consent of the Principal Officers of Her Majesty's Ordnance, in Writing under their Hands, first had and obtained for that Purpose.

Expences of Act.

XXXVI. And be it enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, and of making the Survey, Plans, and Estimates, and all other Costs, Charges, and Expences in any way incident thereto, shall be paid and defrayed by the Company out of the Money already raised and received, or out of the first Money to be raised and received by them, in preference to any other Payment whatsoever.

Public Act

XXXVII. And be it 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.

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