CHAPTER clxiii.

An Act for enabling the Caledonian Railway Company to make a Railway tc Gourock, with a quay or pier there, and to connect their Railways with the Paisley Canal Line of the Glasgow and South Western Railway Company, with facilities over that Line; for extending the time for the sale of certain superfluous Lands; and for other purposes. [28th July 1884.]

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WHEREAS by the Caledonian Railway Act, 1845, the Caledonian Railway Company (in this Act called "the Company") were incorporated: 8 & 9 Vict. c. 162.

And whereas under the provisions of the Caledonian and Glasgow Paisley and Greenock Railways Amalgamation Act, 1847, the Glasgow Paisley and Greenock Railway was vested in the Company and became a part of their undertaking: 10 & 11 Vict c. 169.

And whereas an Act was passed in the session of Parliament held in the fifth and sixth years of the reign of His Majesty King William the Fourth, intituled "An Act for erecting or maintaining "a pier or harbour at Gourock, in the county of Renfrew," by which Act the Gourock Harbour Company were incorporated: 5 & 6 Will. IV., c. 78.

And whereas by the Caledonian Railway (Greenock and Gourock Extensions) Act, 1866, the Company were authorised (among other things) to acquire the undertaking of the Gourock Harbour Company, including the pier or harbour constructed under the powers of the third recited Act, and the same is now under the provisions of the fourth recited Act vested in the Company as part of their undertaking: 29 & 30 Vict. c. 246.

And whereas it would be attended with advantage and convenience to the public if the Company were authorised to make and maintain a railway from the said Glasgow Paisley and Greenock Railway to the said harbour of Gourock, with a new quay or pier there:

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And whereas it is expedient that the Company should be authorised to make a railway for connecting their railways with the Paisley Canal Line of the Glasgow and South Western Railway Company, and to obtain the facilities over that line defined in the agreement between those Companies set forth in the Schedule (D) to this Act annexed, and that the said agreement should be confirmed:

And whereas it is expedient to extend the respective periods limited for the sale and disposal of certain lands acquired by or for behoof of the Company and the other companies whose undertakings are now vested in the Company:

And whereas plans and sections showing the lines and levels of the railways and quay or pier authorised by this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the principal sheriff clerks for the counties of Renfrew and Lanark, and are hereinafter respectively referred to as the deposited plans, sections and books of reference:

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

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

Short title.

1. This Act may be cited for all purposes as the Caledonian Railway (No. 2) Act, 1884.

Incorporation of Lands, Railways and Companies Clauses Acts.

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, except section 13 of that Act; 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, and the giving of notices; 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, as amended by the Companies Clauses Act, 1869; 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, so incorporated with this Act, 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.

Incorporation of Harbours Docks and Piers Clauses Act.

3. The Harbours Docks and Piers Clauses Act, 1847, is (except section 25 thereof, and except also where expressly varied by this Act) incorporated with and forms part of this Act, and shall apply to the quay or pier by this Act authorised to be made: Provided always, that sections 77 and 78 of the Harbours Docks and Piers Clauses Act, 1847, as incorporated with this Act, shall be read as if the trustees of the Clyde Lighthouses were named or referred to in those sections in place of the Commissioners of the Northern Lights: Provided also, that notwithstanding anything contained in that Act, the Company shall not be bound to give to any person any use of the said quay or pier which would interfere or be inconsistent with the use of the same for Railway No. 1 by this Act authorised and the traffic thereon, nor to keep the said quay or pier open or to allow the same to be used upon any days on which passenger trains shall not be run on the said railway, except by such officer or officers of Customs, or of the Post Office, as may be requisite or necessary for the service of the Customs or Post Office respectively, and except for the purpose of landing and embarking Her Majesty's mails (including packets and parcels), telegrams or expresses: Provided further that sections 16, 17, 18 and 19 of the Harbours Docks and Piers Clauses Act, 1847, shall not apply to the said quay or pier, until the Company shall be called upon by the Board of Trade to provide a lifeboat or a tide and weather gauge, as the case may be.

Interpretation.

4. In this Act the several words and expressions, to which meanings are assigned by the Acts wholly or partially incorporated herewith, have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the Greenock Railway" means the Glasgow Paisley and Greenock Railway vested in the Company as hereinbefore recited; the expression "the Paisley Canal Line" means the railway so named in and authorised by the Glasgow and South Western Railway Act, 1881;

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and the expression "the South Western Company" means the Glasgow and South Western Railway Company; and in this Act, and the Acts wholly or partially incorporated herewith as applied to this Act, the expression "the Company" means the Caledonian Railway Company; the expression "the special Act" means this Act; and the expressions "the railway" and "a work" mean and include the quay or pier as well as the railways and other works by this Act authorised, or any part thereof; and in this Act the expression "the harbour limits," and in the Harbours Docks and Piers Clauses Act, 1847, as incorporated with this Act, the expressions "the prescribed limits," and "the limits of the harbour, dock or pier," respectively mean the limits hereinafter defined within which the powers of the harbour master shall be exercised; and the expressions "the harbour, dock or pier," and the words "harbour" and "pier," respectively mean the quay or pier by this Act authorised.

Power to make railways and quay or pier.

5. Subject to the provisions of this Act the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways and quay or pier hereinafter described, with all proper stations, sidings, approaches, wharves, sheds, warehouses, cranes, buoys, landing stages, rails, and other works and conveniences in connection 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 quay or pier hereinbefore referred to and authorised by this Act are:—

(1.) A railway (in this Act called "Railway No. 1.") three miles three furlongs four chains and five yards or thereabouts in length, commencing by a junction with the Greenock Railway, at a point thirty yards or thereabouts westward from the western side of the bridge by which that railway is carried over Saint Andrew Street in the town of Greenock, and terminating on the foreshore of the Firth of Clyde, at a point one hundred and twenty yards or thereabouts north-westward from the outer elbow of the existing pier at Gourock;

(2.) A quay or pier, commencing on the foreshore of the Firth of Clyde, at a point seventy yards or thereabouts north-eastward from the northern end of King Street in the burgh of Gourock, and terminating on the said foreshore, at a point one hundred and seventy yards or thereabouts westward from the aforesaid elbow of the existing pier at Gourock;

(3.) A railway (in this Act called "Railway No. 2"), two furlongs three chains and twenty yards or thereabouts in length, commencing by a junction with the deviation of the Company's general terminus and joint line connecting branch, authorised

by the Caledonian Railway (Additional Powers) Act, 1875, and therein called Railway No. 2, at a point three hundred and ten yards or thereabouts westward from the western end of Shields tunnel, and terminating by a junction with the Paisley Canal line, at a point one hundred and fifteen yards or thereabouts south-westward from Shields Junction, being the junction of the Company's General Terminus and Joint Line Connecting Branch with the Glasgow and Paisley Joint Line: Provided always that the South Western Company shall construct the Paisley Canal line, at and near the junction therewith of Railway No. 2, with two additional lines of rails on the north side of the main lines thereof, and that the said junction shall be formed with the northmost of such additional lines of rails.

Power to raise additional capital.

6. The Company may, subject to the provisions of Part II. of the Companies Clauses Act, 1863, raise any additional capital not exceeding in nominal amount three hundred and forty 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 no 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 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

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new shares, or to the whole amount of such stock, as the case may be.

Votes in respect of new shares or stock.

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 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, in respect of the additional capital of three hundred and forty thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage of their whole undertaking, or any part thereof, any sums not exceeding in the whole one hundred and thirteen thousand three hundred and thirty pounds; but no part thereof shall be borrowed until shares, or stock, or shares and stock for the whole of the said additional capital are issued and accepted, and one-half of such capital is paid up, and the Company have proved to the sheriff, who is to certify under the forty-second section of the Companies Clauses Consolidation (Scotland) Act, 1845, before he so certifies, that shares, or stock, or shares and stock for the whole of such capital have been issued and accepted, and that one-half of such capital has been paid up, and that not less than one-fifth part of the amount of each separate share, in such portion of the said capital as is to be raised by means of shares, has been paid on account thereof, before or at the time of the issue or acceptance thereof, and that such shares, or stock, or shares and stock, as the case may be, were issued and accepted, and such one-half of the said capital was paid up bonâ fide, and that such shares, or stock, or shares and stock, as the case may be, are held by the persons or corporations to whom the same were issued, or their executors,

administrators, successors, or assignees, and also, in so far as the said additional capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or 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.

Arrears may be enforced by the 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 be not less than ten thousand pounds in the whole.

Power to create debenture stock.

14. 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 after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Existing mortgages to have priority.

15. All mortgages 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 subject to the provisions of the Acts under which such mortgages 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.

Application of moneys.

16. All moneys raised under this Act, whether by shares, or stock, or debenture stock or borrowing, shall be applied only to the purposes of this Act to which capital is properly applicable.

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 to which capital is properly applicable, any capital or funds belonging to or authorised to be raised by them, and which may not be required for the purposes for which the same were authorised to be raised or directed to be applied.

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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 connection with the railways and works authorised by this Act, shall not exceed three 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 deviate from lines delineated on plans.

20. The Company may, in the construction of Railway No. 1 and of the quay or pier by this Act authorised, deviate from the lines thereof delineated on the deposited plans, to any extent within the limits of deviation shown on those plans, anything in the Railways Clauses Consolidation (Scotland) Act, 1845, or in section eleven of the Harbours Docks and Piers Clauses Act, 1847, to the contrary notwithstanding, except as respects that portion of the said quay or pier which is denoted on the said plans by the line marked C. D., from which line the Company shall not deviate seaward or eastward to a greater extent than ten yards: Provided always that this restriction shall not prevent the Company from dredging and deepening from time to time the bed of the Firth of Clyde, within the limits of deviation shown on the said plans, at any distance not greater than fifty yards from any part of the said quay or pier as the same may be constructed, to such extent as may be necessary for securing access and accommodation for vessels to and alongside the same.

Confirming agreement with trustees of the Clyde Lighthouses.

21. The agreement entered into between the Company and the trustees of the Clyde Lighthouses, with respect to the mode of construction of the said quay or pier, dated the twenty-fifth and twenty-seventh days of February, one thousand eight hundred and eighty-four, as set forth in Schedule (C) to this Act annexed, is hereby sanctioned and confirmed, and shall be obligatory upon the parties thereto.

Power to deviate from levels and gradients shown on sections.

22. The Company may, in the construction of Railway No. 1 and of the quay or pier by this Act authorised, deviate from the levels thereof, as shown on the deposited sections, to any extent not exceeding five feet, and may, in the construction of Railway No. 1, deviate from such levels and from the gradients of the said railway as shown on the said sections, to such further extent as may be found necessary or convenient for avoiding, accommodating, preserving or improving the drainage or sewers or other works in or under the streets, roads, lanes, footpaths and places through which the said

railway will be made, anything in the Railways Clauses Consolidation (Scotland) Act, 1845, to the contrary notwithstanding: Provided always that no such vertical deviation exceeding five feet shall be made without the consent of the Board of Trade: Provided also that nothing in this section contained shall authorise the Company to alter the level of any such street, road, lane, or footpath, within the burgh of Greenock without the consent of the Board of Police of Greenock.

Power to diminish radius of curves.

23. The Company may, in the construction of Railway No. 1, diminish the radius of any curve described on the deposited plans to any extent which shall leave a radius of not less than a quarter of a mile.

Power to stop up certain portions of streets.

24. Subject to the provisions of this Act, the Company may permanently stop up and appropriate the sites of the following portions of streets without substituting others therefor (that is to say) the sites of the streets next hereinafter mentioned, so far as the same are bounded on both sides by lands already belonging to the Company, or which shall be acquired by the Company under the powers of this Act, but subject always to the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, with respect to mines lying under or near the railway (that is to say):—

No. on deposited Plans.	Parish.
52	Greenock, or East Parish of Greenock.
273	Greenock, or West Parish of Greenock.
335	Greenock, or West Parish of Greenock.

Interference with streets.

25. Subject to the provisions of this Act the Company may, for the purpose of constructing Railway No. 1, appropriate and use the subsoil of the public streets, roads, lanes, footpaths and places shown on the deposited plans, and described in the deposited books of reference, and break up, remove, alter, or interfere with all drains or sewers, and all water, gas, and other pipes therein or thereunder, subject to the provisions of the Electric Lighting Act, 1882, and of any license or Provisional Order heretofore granted under that Act; and the Company may, during the construction of the said railway, cross, alter, stop up or divert the said public streets, roads, lanes, footpaths and places, or any of them, and make use of any of them so stopped up.

Providing for ventilation of railways.

26. Subject to the provisions of this Act, the Company may make, and shall for ever after maintain such openings or shafts as may be necessary for the purpose of ventilating Railway No. 1,

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and may, for the purposes of the said openings or shafts, interfere with and divert all sewers, drains, gas and water mains and pipes, telegraph wires, and other works which may impede the construction or use of the said openings or shafts, subject to the provisions of the Electric Lighting Act, 1882, and of any license or Provisional Order heretofore granted thereunder; and the Company may apply any moneys from time to time belonging to them for the construction of the said openings or shafts: Provided always that unless the Company agree to purchase, and purchase or acquire, under the provisions of the Lands Clauses Consolidation (Scotland) Act, 1845, the house and garden called "Stonehenge," belonging or reputed to belong to George Craig, the garden of which is numbered on the deposited plans 374 in the parish of Greenock or west parish of Greenock, no shaft or opening shall be erected or made nearer to the south side of the said house than one hundred and twenty yards, reckoning from the centre line of such shaft or opening: Provided also that nothing in this section contained shall exonerate the Company from any indictment, action, or other proceeding for nuisance, in the event of any nuisance being caused by them.

For the protection of the Postmaster-General.

27. Nothing in this Act shall enable the Company, in the construction and maintenance either of the works or of the openings for ventilation by this Act authorised, to remove, alter, or in anyway interfere with the telegraphs of the Postmaster-General, except in accordance with and subject to the provisions of the Telegraph Act, 1878.

For the protection of the Glasgow and South Western Railway Company.

28. In constructing Railway No. 1 where the same is intended to pass under and across the Greenock Branch Railway of the South Western Company, the following provisions shall apply and have effect (that is to say):—

(1.) The Company shall construct the said portion of Railway No. 1, and all the works, both temporary and permanent, necessary and incident to the construction thereof, or to the support of the Union Street tunnel of the South Western Company or any other property or work of the South Western Company, in accordance with the provisions of this section, and according to plans, sections and specifications, and of such quality and strength of materials, and in every other respect, as shall be previously submitted to and approved in writing by the engineer of the South Western Company for the time being; and the Company shall not commence the construction of the said portion of railway or works, or any work in the proximity of the said tunnel which would in any manner of way affect the stability of the said tunnel, or enter upon or interfere with any land, works or property

belonging to or used by the South Western Company, until such plans, sections and specifications have been so submitted and approved: Provided always, that if the said engineer shall, for the period of one month, neglect or refuse to approve such plans, sections or specifications, or shall disapprove the same, then the said portion of railway and the said works shall be constructed according to plans, sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon, or in default of agreement to be appointed, at the request of either the Company or the South Western Company, by the sheriff of Renfrew and Bute:

(2.) All the works and operations of the Company shall be carried on at a time or times to be approved of by the engineer of the South Western Company, or in the event of difference by an engineer to be agreed upon or appointed in manner hereinafter provided, and so as to leave undisturbed, at all times, the lines of railway and other works connected therewith of the South Western Company, and so as in no way to obstruct, impede, or interfere with the free and uninterrupted and safe use of the said Greenock Branch Railway, or with the traffic thereon; and if any such obstruction or interference shall be caused or take place, the Company shall pay to the South Western Company full compensation in respect thereof, to be recovered with full costs in any court of competent jurisdiction:

(3.) All the said works of the Company shall be executed in a substantial and workmanlike manner, so as not to affect the stability of the said Greenock Branch Railway or the said tunnel, or the drainage thereof, and so as that no smoke or steam from the said Railway No. 1, or the engines used thereon in the use and working thereof during and after construction, shall enter the said tunnel:

(4.) During the execution of the said works the line, level and surface of the said branch railway shall be maintained in a good and substantial condition; and when the works affecting the tunnel are completed, those works and the said tunnel, so far as the same may be affected by the construction of the said Railway No. 1, shall be thenceforth maintained by and at the sole cost of the Company; and, if any loss or damage shall be sustained by the South Western Company by reason of the failure of any of the works, the Company shall pay to the South Western Company full compensation in respect thereof to be recovered as aforesaid:

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(5.) All the aforesaid works of the Company shall be executed, or as the case may be maintained, by and in all things at the expense of the Company:

(6.) The Company shall not (except with the previous consent of the South Western Company under their common seal) acquire any absolute property in any lands of the South Western Company, but only the right, servitude or privilege of making the portion of railway and works aforesaid in or through so much of the lands of the latter Company as may be necessary therefor:

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

For the protection of the corporation and board of police of Greenock.

29. For the protection of the provost, magistrates and town council of the burgh of Greenock (hereinafter called "the corporation"), and of the board of police of Greenock (hereinafter called "the police board"), the following provisions shall have effect, and shall be binding on and be observed by the Company, (that is to say):—

A. As to constructing Railway No. 1 in and near Dellingburn Square and Regent Street—

The Company shall not take or appropriate any portion of Dellingburn Square, except so much of that square as may be requisite for the abutments and piers of the bridges as hereinafter specified:—

(1.) Within one year after the opening of Railway No. 1 over Dellingburn Square for passenger traffic, the arches of the bridge carrying the existing railway across Dellingburn Square (herein-after called "the existing bridge") and the eastmost pier of that bridge shall be removed, and the Company shall replace the same by a girder bridge in manner following (that is to say):—

The two eastmost openings shall be thrown into one. The spans of the other three openings shall remain as at present. The whole bridge shall be constructed so as to secure the greatest additional height of head-

way which can reasonably be obtained without raising the level of the railway;

The bridge for carrying Railway No. 1 over Dellingburn Square (herein-after called "the new bridge") shall be a girder bridge with three openings;

The east abutment of the new bridge shall be in line with the east abutment of the existing bridge;

The first pier of the new bridge, west of the said abutment, shall be in line with the second pier from the east abutment of the existing bridge;

The other pier of the new bridge shall be in line with the third pier from the east abutment of the existing bridge, and the west abutment of the new bridge shall be in line with the present west line of Dellingburn Square;

The piers of the new bridge shall be founded at a depth sufficient to admit of the roadway being lowered by the police board to any extent not exceeding five feet;

The level of the underside of the girders of the new bridge shall not be lower than the level of the underside of the girders of the existing bridge when altered.

(2.) The Company may cover over and adapt for railway purposes the whole of the space between the south side of the existing bridge and the north side of the new bridge: Provided that in so covering over the said space the underside of the covering shall be not lower than the underside of the girders of the existing and new bridges, and that the Company shall provide such openings or other means of lighting the space so covered over as may be required by the police board.

(3.) The said bridges and the covering of the space between them shall be made and maintained so as to be as nearly as practicable watertight.

(4.) At least two months before the Company commence any works at Dellingburn Square, the Company shall give notice thereof to the police board in writing, accompanied by plans, sections, working drawings and specifications showing the manner in which the proposed works affecting that square are to be executed, and also the means to be employed for accommodating the traffic thereat, which plans, sections, working drawings and specifications shall be submitted to the police board for

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their approval, previously to the works of the Company affecting the said square being commenced, and such works shall, subject to the provision hereinafter contained with respect to the settlement of differences by arbitration, be executed only in accordance with plans, sections, working drawings and specifications approved by the police board.

B. The Company shall not permanently stop up or appropriate any portion of the street called Bogle Street, numbered 52 on the deposited plans in the parish of Greenock or east parish of Greenock, until they have constructed a footbridge not less than seven feet wide, with malleable iron railings five feet in height, and requisite accesses, across the railways and works of the Company, so as to connect the portions of Bogle Street severed by those railways and works, which footbridge and accesses the Company shall at all times maintain to the reasonable satisfaction of the police board.

C. (1.) At least twenty-one days before the Company commence any works, the execution of which would in anyway interfere with or affect any of the public roads or streets in the burgh of Greenock, except as regards the bridges across Dellingburn Square, or which would interfere with or affect the culverts, sewers and drains belonging to the police board, the Company shall give to the police board notice thereof in writing, accompanied by plans, sections, working drawings and specifications showing the manner in which such works are to be executed, and also the means to be employed for protecting the roads, streets, culverts, sewers and drains during the operations of the Company, and for making good any injury or damage to or interference with the said roads, streets, culverts, sewers and drains, and also the means of providing for the temporary accommodation of the traffic and of the public during the operations of the Company which plans, sections, working drawings and specifications shall be submitted to the police board for their approval previously to the works of the Company affecting the said roads, streets, culverts, sewers or drains being commenced, and such works shall, subject to the provision hereinafter contained with respect to the settlement of differences by arbitration, be executed only in accordance with plans, sections, working drawings and specifications approved by the police board.

(2.) In every case in which the Company interfere with the said roads, streets, culverts, sewers or drains, the Company shall, at

their own expense and to the satisfaction of the police board, observe the following conditions, namely :—

(*a.*) The Company shall provide and lay down culverts, sewers, drains or connections, of dimensions not less than those to be interfered with, and having junctions at each end thereof with the existing culverts, sewers, drains or connections, so as to provide for the full and uninterrupted conveyance of water or sewage during the execution of the works ;

(*b.*) Restore with as little delay as possible the culverts, sewers, drains and connections so interfered with, or substitute others of the full dimensions of the existing ones, and at levels and inclinations, and with sufficient covering, to the satisfaction of the police board ;

(*c.*) Restore any road or street so interfered with to its original level ;

(*d.*) Cause the formation of such road or street to be properly consolidated ;

(*e.*) Make good the paving, metalling and causewaying of the road or street ;

(*f.*) Maintain in good and efficient condition the whole surface of road or street, and any culvert, sewer, drain or connections interfered with, for a period of one year and six months after completion of any of the said works respectively ;

(*g.*) Provide and maintain all requisite communications and accesses for traffic and foot passengers across the railway and works, and to and from the houses and other buildings in the streets or roads so interfered with.

D. At least twenty-one days before the Company commence any buildings abutting on any of the public streets or roads within the burgh of Greenock, the Company shall submit to the police board plans, sections and elevation designs thereof, so far as the same affect the said streets or roads, for the approval of the police board, previously to the said buildings being commenced.

E. The Company shall not make in Well Park, or in any of the said roads or streets, or in the footways of any such road or street, any openings, shafts or vents for the purpose of ventilating the railway. All openings or shafts requisite for the ventilation of the railway shall be made and for ever thereafter maintained by the Company, and shall be constructed so as not to discharge within sixty feet from the centre line of any such road or street, and at such elevation and in such manner as not to occasion a nuisance to the public ; and if at any time after

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any ventilating works have been made the police board desire alterations to be made therein, the Company shall make such alterations as may be agreed upon between the Company and the police board, or failing agreement as may be determined by an engineer to be appointed by the Board of Trade on the application of the police board.

F. The Company shall pay to the police board any reasonable expenses they may incur or be put to with reference to any of the matters aforesaid.

G. Nothing in this Act contained shall prevent the police board at any future time from carrying out any public improvement or any alterations or extensions of the existing or future works, in connection with any department administered by them, either above or below the railway: Provided always that such improvement, alterations or extensions shall not injure the railway or obstruct the traffic thereon: Provided also that the same shall not be commenced without twenty-one days previous notice in writing to the Company, accompanied by plans, sections, working drawings and specifications, and shall be constructed to the reasonable satisfaction of the Company's engineer.

H. The covered way, bridges and tunnel shall, so far as formed under any of the public streets or roads within the burgh of Greenock, be made of such strength and durability as shall be sufficient to allow of the free and uninterrupted use of any steam road roller or other appliances belonging to the police board, and the conveyance of boilers, machinery or other heavy loads, in and upon any of the said streets or roads.

I. If by reason of the construction or insufficiency of the said covered way, bridges or tunnel, any damage shall be caused to any public streets or roads, culverts, sewers or drains in or under which Railway No. 1 is constructed, or any public streets or roads, culverts, sewers and drains which may hereafter be formed, the Company shall make compensation therefor to the police board, and such compensation shall be ascertained in manner provided by the Lands Clauses Consolidation (Scotland) Act, 1845, with respect to cases of disputed compensation: Provided that compensation for injuries recoverable under this section shall be recoverable from time to time as such injuries may accrue or be discovered, but no claim for such compensation shall be made unless within six months from such discovery by the police board.

K. If the police board and the Company shall differ upon or with reference to any plans, sections, elevations, working drawings,

specifications or other particulars which, under the provisions hereinbefore contained, are to be delivered by the Company to the police board, or by the police board to the Company, or as to the mode of carrying out the same, or as to any other matter or thing arising under any of the provisions of this section (except so far as otherwise specially provided in this section), every such difference shall, on the application of the Company or of the police board, be referred to the determination of an arbitrator to be named by the sheriff of Renfrew and Bute, and such arbitrator shall have power to determine the matter in difference, and by whom and in what manner the costs of and incident to the reference shall be paid.

L. The Company shall not otherwise than by agreement enter upon, take or use any part of the existing schoolhouses, buildings or ground attached thereto in the burgh of Greenock, belonging to the school board of the burgh of Greenock and the corporation respectively, until the expiration of one year after notice to purchase and take the said existing schoolhouses, buildings and ground shall have been given to the said board and corporation respectively.

M. The corporation and the police board shall afford to the Company all reasonable facilities for executing the works by this Act authorised.

N. In consideration of the improvement of the existing railway bridge over Dellingburn Square and relative works hereinbefore provided to be executed by the Company, the corporation shall grant to the Company, free of charge, a wayleave for making, maintaining and using Railway No. 1 underneath the Well Park; and no claim for compensation shall be made by the police board in respect of the stopping up and appropriation by this Act authorised of portions of the sites of the streets numbered respectively 52 in the parish of Greenock or east parish of Greenock, and 273 and 335 in the parish of Greenock or west parish of Greenock.

For the protection of the water trust and gas supply of Greenock.

30. For the protection of the water trust of Greenock (hereinafter called "the water trust"), and for the further protection of the police board in connection with their gas undertaking, the following provisions shall have effect, and shall be binding on and be observed by the Company, (that is to say):—

Whereas in constructing Railway No. 1 it is proposed to carry the same underneath Terrace Road, Lynedoch Street, Bank Street, Shaw Place, Ann Street, East Shaw Street, Sir Michael Street, Bearhope Street, Duncan Street, Bruce Street, Inverkip Street, Roxburgh Street, Salmon Street, Nelson Street, Upper

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Kelly Street, Robertson Street, Campbell Street, Forsyth Street, Fox Street, Madeira Street, Lyle Road, Eldon Street and High Gourock Road, or some of them, and to construct a tunnel under Newton Street, and to interfere with the mains and water pipes of the water trust; and whereas the inhabitants of Greenock are supplied with water by the water trust by means of certain of the said mains and pipes, and with gas by the police board by means of other mains and pipes; and whereas it is expedient that provision be made for protecting the said mains and pipes during the construction of the works by this Act authorised, and for preventing any interruption of the supply of water by the water trust and of the supply of gas by the police board to the inhabitants of the said town; Therefore

(*a.*) At least twenty-one days before the Company commence any works, the execution of which would in anyway interfere with or affect any of the said mains or pipes, they shall give to the water trust or to the police board, as the case may be, notice thereof in writing, accompanied by plans, sections, working drawings and specifications, showing the manner in which the proposed tunnel and railway works are to be executed at the points where the same are to be constructed underneath or near to the said mains or pipes, which shall include all beams, girders, troughs, culverts and masonry which may be necessary for conveying, supporting and protecting the existing mains or pipes of the water trust or of the police board, and any additional mains or pipes which may be laid by the water trust or by the police board as hereinafter provided, together with all scour pipes, air valves and drips which may be rendered necessary by the operations of the Company, and also the means, where any are required, of supporting, diverting or protecting the mains or pipes, either during the operations of the Company or permanently, which plans, sections and specifications shall, subject to the provision hereinafter contained with respect to the settlement of differences by arbitration, be approved of by the engineers of the water trust and of the police board respectively, previously to the works of the Company affecting the said mains or pipes being commenced;

(*b.*) In constructing Railway No. 1 underneath any of the roads or streets in which any main or pipe of the water trust or of the police board is or may be laid, the Company shall also be bound, subject as aforesaid, to leave such

covering between the top of the tunnels or bridges and such main or pipe, and also to provide such other protection for all or any of the said mains or pipes, as the engineers of the water trust and the police board respectively may desire;

(*c.*) The Company shall lay down mains or pipes of dimensions not less than the mains or pipes which are to be interfered with, and having junctions at each end thereof with the then existing mains or pipes, so as to provide for the uninterrupted supply of water or gas for all purposes during the execution of the works, as fully and freely as if the then existing mains and pipes were not interfered with;

(*d.*) When the mains and pipes so interfered with are replaced, and the roadways over the same or the substrata thereof are made good, any temporary mains or pipes which may have been laid shall be disconnected from the then existing mains or pipes; and when the full and free flow of water or gas for all purposes through the mains or pipes so replaced shall be restored, such temporary mains and pipes may be removed;

(*e.*) The works approved of by the engineers of the water trust and of the police board respectively, or by the arbitrator to be appointed as hereinafter provided, so far as they interfere with or affect any of the works or water supply of the water trust, or of the works or gas supply of the police board, shall be executed by the water trust or the police board as the case may be, or by such persons as they respectively shall think fit, and under the sole direction of their engineers respectively; and during the progress of those works the said engineers may, if they think fit, execute any incidental works which they deem requisite for the protection of the water trust or of the police board in accordance with this section;

(*f.*) If the water trust or the police board, for ten days next after the day named in the notice served by the Company for the commencement of the works interfering with or affecting the said mains or pipes or any of them, fail to commence, or at any time thereafter fail to proceed with reasonable dispatch in the execution of the works to be executed by the water trust or the police board as aforesaid, the Company at their own expense may remove, alter or otherwise interfere with the said mains or pipes or any of them, in such manner and to such extent as they

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deem necessary, and may execute all such other works as they deem requisite for preventing any interruption to the supply of water by the water trust or to the supply of gas by the police board;

(*g.*) The Company shall pay to the water trust and to the police board respectively the amount of all reasonable costs, charges and expenses, incurred by the water trust or by the police board in or about or in anyway relating to the works so executed by them, including a reasonable sum as remuneration to their respective engineers for their services in that behalf, but under deduction of the value of the pipes superseded by new works;

(*h.*) The water trust or the police board shall not be liable for any damage or injury done to the works of the Company, by reason of any works executed under this Act or consequent on the execution thereof, and the Company shall indemnify the water trust and the police board, and save them harmless from and against the consequences of all such damage or injury, unless such damage or injury shall have been occasioned by the default or neglect of the water trust or of the police board, or of their respective agents, officers, workmen or servants;

(*i.*) If at any time any accident shall occur to the mains and pipes belonging to the water trust or to the police board, at or near any of the points where Railway No. 1 is to be constructed underneath the said mains or pipes, in respect of which it may be necessary to interfere with any of the works of the Company, it shall be lawful for the water trust or the police board immediately to repair the said mains or pipes, in such manner as to occasion as little delay and inconvenience as may be to the traffic of Railway No. 1: Provided always that the water trust or the police board shall, either before or as soon as practicable after the commencement of such repair, give notice thereof to the Company; Provided also that it shall be lawful for the Company on the occurrence of any such accident to repair any damage that may be thereby caused to Railway No. 1, so far as the same can be repaired without interrupting the repair of the said mains or pipes;

(*j.*) The water trust or the police board shall not be liable for any loss or damage which may happen to Railway No. 1 or works connected therewith, or to the rolling stock used or to the passengers or goods conveyed upon Railway No. 1, by reason of any accident which may at

any time happen to the said mains or pipes, or by flooding at the West Burn stream at or near any of the points where Railway No. 1 is to be constructed underneath the same, nor for any loss or damage to the Company arising from the stoppage or loss of traffic on the railways, during the repair of the said mains or pipes which may be necessary in consequence of such accident;

(*k.*) Nothing in this Act shall prevent the water trust or the police board from laying from time to time as they think proper any additional pipes, which may not interfere with the permanent use of Railway No. 1, for the purposes of the said water or gas supply within the area of the said streets and roads underneath which Railway No. 1 is to be constructed; and the water trust or the police board shall not be liable for any loss or damage which may happen to Railway No. 1, or for any stoppage of that railway or loss of traffic thereon that may be caused by the laying of such additional pipes, but the Company shall indemnify them and save them harmless from and against the consequences of such damage, stoppage or loss: Provided always that the water trust or the police board shall give to the Company twenty-one days' notice in writing, accompanied by plans, sections and specifications showing the manner in which such additional pipes are to be laid, before commencing the laying thereof, and shall complete the same with all reasonable dispatch: Provided also that the Company shall be entitled to execute such works as they may think necessary to secure the railway from injury and prevent interruption to the traffic thereon during the laying of such additional pipes, but so that such works shall not interrupt the laying of those pipes: Provided further that the works necessary for laying such additional pipes by the water trust or the police board, and the works necessary to secure Railway No. 1 and the traffic thereon from damage or interruption as aforesaid, shall be made and completed according to plans to be approved of previously to the commencement of any such works by the engineers for the time being of the water trust or the police board, and of the Company respectively, or by an arbitrator to be appointed as hereinafter provided;

(*l.*) The special provisions herein contained for the protection of the water trust and the police board shall not be deemed to supersede or dispense with the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, sections

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18 to 23 both inclusive, but those provisions respectively, except in so far as they may be inconsistent with any of the special provisions herein contained, shall be and remain in full force and effect;

(*m.*) If the water trust or the police board and the Company shall differ upon or with reference to any plans, sections, working drawings, specifications or other particulars which, under the provisions hereinbefore contained, are to be delivered by the Company to the water trust or to the police board, or by the water trust or the police board to the Company, or as to the mode of carrying out the same, or as to any other matter or thing arising under any of the provisions of this section (except so far as otherwise specially provided in this section), every such difference shall, on the application of the Company, or of the water trust or the police board, be referred to the determination of an arbitrator to be named by the sheriff of Renfrew and Bute, and such arbitrator shall have power to determine the matter in difference, and by whom and in what manner the costs of and incident to the reference shall be paid.

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

31. And whereas in order to avoid, in the execution and maintenance of any works authorised by this Act, injury to the houses and buildings within one hundred feet of the railway, it may be necessary to underpin or otherwise strengthen the same; Therefore the Company at their own costs and charges may, and if required by the owners and lessees of any such house or building shall, subject as hereinafter provided, underpin or otherwise strengthen the same, and the following provisions shall have effect (that is to say):—

(1.) At least ten days' notice shall, unless in case of emergency, be given to the owners, lessees and occupiers, or by the owners and lessees, of the house or building so intended or so required to be underpinned or otherwise strengthened;

(2.) Each such notice, if given by the Company, shall be left on the premises to be underpinned or strengthened, and if given by the owners and lessees thereof shall be sent to the principal office of the Company;

(3.) If any owner, lessee or occupier of any such house or building, or the Company, as the case may require, shall, within seven days after the giving of such notice, give a counter notice in writing that he or they, as the case may be, disputes the necessity of such underpinning or strengthening, the question of the necessity shall be referred to an engineer to be agreed

upon, or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade;

(4.) Such referee shall forthwith, upon the application of either party, proceed to inspect such house or building, and determine the matter referred to him, and in the event of his deciding that such underpinning or strengthening is necessary he may, and, if so required by such owner, lessee, or occupier shall, prescribe the mode in which the same shall be executed, and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building;

(5.) The cost of the reference shall be in the discretion of the referee;

(6.) The Company shall be liable to compensate the owners, lessees and occupiers of every such house or building for any inconvenience, loss or damage which may result to them by reason of the exercise of the powers granted by this enactment;

(7.) If, in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company, such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company, then and in every such case, unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee, the Company shall make compensation to the owners, lessees and occupiers of such house or building for such injury, provided the claim for compensation in respect thereof be made within six months from the discovery thereof;

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

(9.) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Consolidation (Scotland) Act, 1845;

(10.) Nothing in this section shall repeal or affect the application of the ninetieth section of the Lands Clauses Consolidation (Scotland) Act, 1845.

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

32. With respect to any lands which the Company are by this Act authorised to enter upon, take and use for the purposes of Railway No. 1, and which are in or under any public street, road, lane, footpath or place, shown on the deposited plans and described in the deposited books of reference, the Company shall not be

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required wholly to take those lands or any part of the surface thereof, or any cellar, vault, or other construction therein or thereunder, held or connected with any house abutting on or near to any such street, road, lane, footpath or place; but the Company may appropriate and use the subsoil and under-surface of any such street, road, lane, footpath or place, and if need be they may purchase, take, and use, and the owners of and other persons interested in any such cellar, vault or other construction, shall sell the same for the purposes of the railway; and any such subsoil and under-surface, or any such cellar, vault or other construction to be appropriated and used or purchased as aforesaid, shall not be deemed part of a house or other building or manufactory, within the meaning of section 90 of the Lands Clauses Consolidation (Scotland) Act, 1845.

Inclinations of certain roads.

33. In altering for the purposes of this Act the roads next hereinafter mentioned, the Company may make the same of any inclinations not steeper than the inclinations hereinafter specified in connection therewith respectively (that is to say):—

Railway No. 1.

No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
394	Greenock or West Parish of Greenock	Diversion of public road	1 in 12 on the one side, and 1 in 35 on the other side.
72	Inverkip - -	Diversion of public road	1 in 12½ on the one side, and 1 in 30 on the other side.

Power to stop up portions of existing roads where deviations substituted.

34. When 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 of existing roads altered or diverted, are respectively completed and opened, the Company may permanently stop up those portions of existing roads for which such new portions of roads 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, subject to the provisions of the Railways Clauses Consolidation (Scotland) Act, 1845, with respect to mines lying under or near the railway, belong to and be vested in the Company: 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.

New portions of road to be subject to same provisions as existing roads.

35. All 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 of roads altered or diverted, shall, as respects management and maintenance, and in all other respects, be held as parts of, and be subject to the same provisions as the existing roads so altered or diverted respectively.

Power to take easements.

36. 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, under, through 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.

37. And whereas in the construction of the railway, or otherwise in exercise of the powers of this Act, it may happen that portions only of the lands, buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same, and that such portions may be severed from the remainder of the said properties without material detriment thereto; Therefore, notwithstanding section 90 of the Lands Clauses Consolidation (Scotland) Act, 1845, the owners of and other persons interested in the lands, buildings, or manufactories described in the Schedule (A) to this Act annexed, whereof portions only are required for the purposes of this Act, may (if such portions can, in the opinion of the jury, arbiters or other authority to whom the question of disputed compensation shall be submitted, be severed from the remainder of such properties without material detriment thereto), be required to sell and convey to the Company such portions only, without the Company being obliged or compellable 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

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properties described in the said Schedule (A) are or are not subject to the provisions of section 90 of the Lands Clauses Consolidation (Scotland) Act, 1845.

Notice to be given of taking houses of labouring classes.

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

39. Where the Company are by this Act authorised to take in any parish fifteen houses or more, occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, the Company shall, before displacing any such person or persons (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 let or otherwise dispose of such lands and 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.

Penalty imposed unless railways are opened within time limited.

40. If the Company fail, within the period limited by this Act, to complete either of the two railways by this Act authorised 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 amounts to five per cent. on the estimated cost of such 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 section three 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 hereinafter 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.

Application of penalties.

41. 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 respectively, 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 works.

42. If the railways and quay or pier by this Act authorised 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 works, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as shall then be completed.

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Tolls on railways.

43. The Company may demand and take, in respect of the use of the railways by this Act authorised to be made, or either of them, or any part thereof, and of carriages and engines thereon, and in respect of accommodation and services provided by the Company in connection 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 connection therewith: Provided that the said railways by this Act authorised to be made shall as respects tolls, rates and charges be considered 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.

Classification table to be open for inspection. Copies to be kept.

44. 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 railway, 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.

Terminal charges (if any) to be specified 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.

Penalty.

If the Company fail to comply with the provisions of this section, they 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 Regulation of Railways Act, 1873, section 14.

Quay or pier rates for persons,

45. The Company may demand and take, in respect of all persons, articles and animals, landed upon or embarked from the quay or

pier authorised by this Act, any rates not exceeding the following (that is to say):—

articles and animals.

For every person (other than and except officers, pilots, crews and passengers landing at or embarking from the quay or pier from or in small boats belonging to vessels not plying in the Firth of Clyde) one penny;

For dung, compost, police and farmyard manure, lime, limestone, and undressed materials for the repair of public roads or highways, per ton eightpence;

For coal, coke, culm, charcoal, cinders, stones for building, pitching and paving, bricks, tiles, slates, clay, sand, ironstone, iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron, and iron castings not manufactured into utensils or other articles of merchandise, per ton eightpence;

For sugar, grain, corn, pulse, flour, meal, malt, hides, dyewoods, earthenware, guano, artificial manures, timber, staves, deals, metals (except iron), nails, anvils, vices and chains, per ton one shilling;

For cotton and other wools, drugs, fish, manufactured goods, and all other wares, merchandise, articles, matters and things, per ton one shilling;

For every carriage, of whatever description, not weighing more than one ton, one shilling;

For every carriage, of whatever description, weighing more than one ton, one shilling and sixpence;

For every horse, eightpence;

For every bull, cow, ox, mule, pony or ass, threepence;

For every calf, sheep, lamb, swine, or other small animal, one penny.

Quay or pier rates for vessels.

46. The Company may demand and take any rates not exceeding the following, in respect of all vessels arriving at, or departing from, or remaining at the said quay or pier (that is to say):—In respect of any vessel, three farthings per registered ton on each such arrival or departure; and in respect of any vessel remaining at the said quay or pier for a longer period than four hours, fourpence per registered ton for each period of twenty-four hours or fractional part of such period that such vessel may so remain after the first four hours.

Cranage and weighing rates.

47. The Company may demand and take, in respect of the use of cranes or other machinery or appliances for shipping, landing, or otherwise moving any article, matter, or thing on the said quay or pier, and in respect of weighing any article, matter, or thing landed

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thereon or shipped therefrom, any rates not exceeding the following (that is to say):—

For each hoist not exceeding one ton, sixpence; exceeding one ton and not exceeding two tons, one shilling; exceeding two tons, such rate as the Company may think fit.

Limits within which harbour master may exercise powers of regulation.

48. The Company may appoint a harbour master; and the limits within which the powers of the harbour master shall be exercised shall include the quay or pier by this Act authorised, and that portion of the foreshore and Bay of Gourock and Firth of Clyde which is within one hundred yards from any part of the outer face of the said quay or pier as the same may be constructed: Provided always that the harbour master shall not be appointed until some part of the quay or pier shall be completed, and fit for the reception of vessels or other the purposes for which the same is intended.

Harbour master empowered to enforce bye-laws of Clyde Pilot Board.

49. The harbour master to be appointed under this Act shall be deemed, and is hereby constituted, an officer empowered by the one hundred and forty-second section of the Clyde Navigation Consolidation Act, 1858, to enforce or to aid in enforcing the bye-laws and regulations of the Clyde Pilot Board, so far as the same apply to the quay or pier by this Act authorised.

Saving rights of Clyde Pilot Board.

50. Subject to the provisions of this Act, nothing herein contained shall affect the rights of the Clyde Pilot Board, nor the rights and interests of the public pilots licensed by that board.

Company to exhibit lights on works during construction.

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

If the Company fail to comply in any respect with the provisions of the present section, the Company shall, for each night in which they so fail, be liable to a penalty not exceeding twenty pounds.

Company to exhibit lights on works when completed.

52. The Company shall, upon the quay or pier, and on that portion of the river face of Railway No. 1, which is situated between the commencement of the said quay or pier and the road numbered on the deposited plans 72 in the parish of Inverkip, hereby authorised, when the same are respectively completed, exhibit and keep burning from sunset to sunrise such lights (if any) as the trustees of the Clyde Lighthouses shall from time to time direct. If the Company fail to comply in any respect with the provisions of the present section, they shall, for each night in which they so fail, be liable to a penalty not exceeding twenty pounds.

Company may appoint meters and weighers.

53. The Company shall have the appointment of meters and weighers.

Extending time for sale of certain superfluous lands.

54. Nothing with respect to the sale of superfluous lands, contained in any Act relating to the Company, or to any other company whose undertaking is now vested in the Company, shall until the expiration of ten years from the passing of this Act be held to apply to any lands acquired by the Company, or by any such other company, in the parishes or places enumerated in the Schedule (B) to this Act annexed, provided that any part of such lands either adjoins any railway, canal, harbour, station, depot, basin or dock, belonging to or which may be authorised to be formed by the Company, and may be required for the purpose of widening or enlarging the same, or providing sidings or other accommodation in connection therewith, or is situate within one mile of any such railway, canal, harbour, station, depot, basin or dock; and the Company may, during the said period of ten years, continue to hold such lands, although not immediately required for the purposes of their undertaking; but the Company shall, on or before the expiration of the said period, dispose of and sell, as superfluous lands, all such parts of the said lands respectively as shall not then have been applied to, or are not then required for, the purposes of their undertaking: Provided always that nothing in this section contained shall be held as requiring the Company to sell or dispose of any lands which they are not required by some existing Act to sell or dispose of, nor as requiring the Company to sell or dispose of any lands sooner than they are required to sell or dispose of the same by some existing Act.

Confirming agreement with Glasgow and South Western Railway Company.

55. The agreement dated the first day of April, one thousand eight hundred and eighty-four, entered into between the Company and the South Western Company, as set forth in Schedule (D) to this Act annexed, is hereby sanctioned and confirmed, and shall be obligatory upon the said Companies respectively.

Saving of rights as to future accretions.

56. Whereas all lands to the seaward of the lands by this Act authorised to be acquired for the purposes of the quay or pier, and of that portion of Railway No. 1 which is situated between the commencement of the said quay or pier and the road numbered on the deposited plans 72 in the parish of Inverkip, now are below the line of ordinary highwater mark; Therefore, if any land to the seaward of the lands by this Act authorised to be acquired for the aforesaid purposes shall, at any time after the execution of any works under the authority of this Act, become raised in height or reclaimed, whether gradually, or imperceptibly, or otherwise,

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so as to be above instead of below such line of ordinary highwater mark, the Company shall not, by virtue of the ownership of any lands which they are by this Act empowered to acquire, have any estate, right, or interest in or to the land so raised in height or reclaimed, by reason that such raising or reclamation has been gradual or imperceptible, or has been either wholly or partially caused by the works by this Act authorised, or otherwise; but the right and title to the soil and freehold of such land, when so raised or reclaimed, shall continue vested in the Queen's Majesty, or such other corporation or person or persons as is or are at the time of the passing of this Act entitled to the same, and as if the same had continued, as the same now is, subject to the flow and reflow of the ordinary tides.

Saving rights of the Crown in the foreshore.

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

Saving rights of the Crown under Crown Lands Act.

58. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects, or any rights, powers or authorities reserved by or mentioned in sections 21 and 22 of the Crown Lands Act, 1866, and belonging to or exerciseable on behalf of Her Majesty, Her heirs or successors.

Preserving Merchant Shipping and general Acts.

59. Nothing in this Act contained shall exempt the Company or their undertaking from the provisions of the Merchant Shipping Acts, or of any general Acts relating to dues on shipping, now in force or which may be passed during the present or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the rates authorised by this Act in respect of the use of the quay or pier by this Act authorised.

Interest not to be paid on calls paid up.

60. No interest or dividend shall be paid, out of any share or loan capital which the Company are by this or any other Act authorised to raise, to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act

shall prevent the Company from paying to any shareholder such interest, on money advanced by him beyond the amount of the calls actually made, as is in conformity with the Companies Clauses Consolidation (Scotland) Act, 1845.

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

61. 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.

62. Nothing in this Act contained shall exempt the Company or the railway 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 Acts.

63. 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.

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SCHEDULES referred to in the preceding Act.

SCHEDULE (A).

LANDS, BUILDINGS, AND MANUFACTORIES WHEREOF PORTIONS MAY BE TAKEN WITHOUT TAKING THE WHOLE.

Parish.	Nos. on deposited Plans.
Greenock, or West Parish of Greenock	201, 202, 318, 337, 376, 377.

SCHEDULE (B).

County.	Parish.
Cumberland - - -	St. Mary Carlisle.
Do. - - -	Stanwix
Do. - - -	Kirkandrews-on-Esk.
Dumfries - -	Gretna.
Do. - - -	Kirkpatrick Fleming.
Do. - - -	Middlebie.
Do. - - -	Hoddam.
Do. - - -	Dryfesdale.
Do. - - -	Applegarth.
Do. - - -	Kirkpatrick-Juxta.
Do. - - -	Moffat.
Do. - - -	Dumfries, and St. Mary Dumfries.
Do. - - -	Tinwald.
Do. - - -	Lochmaben.

SCHEDULE (B)—*continued.*

County.	Parish.
Lanark - - -	Crawford.
Do. - -	Lamington.
Do. - - -	Symington.
Do. - -	Covington and Thankerton.
Do. - - -	Petinain.
Do. - -	Carstairs.
Do. - - -	Lanark
Do. - -	Carluke.
Do. - - -	Cambusnethan.
Do. - -	Dalziel.
Do. - - -	Cadder.
Do. - -	New Monkland.
Do. - - -	Blantyre.
Do. - -	Bothwell.
Do. - - -	Cambuslang.
Do. - -	Rutherglen.
Do. - - -	Hamilton.
Do. - -	Shotts.
Do. - - -	Old Monkland.
Do. - -	Govan.
Do. - - -	Gorbals.
Do. - -	Calton.
Do. - - -	Barony of Glasgow.
Do. - -	Carnwath.
D . - - -	City of Glasgow.
Do. - -	Springburn.
Do. - - -	East Kilbride.
Renfrew - - -	Govan.
Do. - -	High Church of Paisley.
Do. - - -	Middle Church of Paisley.
Do. - -	Abbey of Paisley.
Do. - -	Greenock (or East Parish of Greenock).
Do. - - -	Greenock (or West Parish of Greenock).
Do. - -	Eastwood.
Do. - - -	Inverkip.
Edinburgh - - -	West Calder
Do. - -	Kirknewton.
Do. - - -	Colinton.
Do. - - -	St. Cuthbert
Do. - - -	North Leith.
Do. - -	South Leith.
Peebles - - -	United Parishes of Broughton, Glenholm, and Kilbucho.
Do. - -	Peebles.

SCHEDULE (B)—*continued.*

County.	Parish.
Dumbarton - -	Cumbernauld.
Do. - - -	Kirkintilloch.
Stirling - - -	Falkirk.
Do. - -	Denny.
Do. - - -	Larbert.
Do. - -	St. Ninians.
Do. - - -	Stirling.
Do. - -	Logie.
Perth - - -	Dunblane.
Do. - -	Ardoch.
Do. - - -	Auchterarder.
Do. - -	Forteviot.
Do. - - -	Perth.
Do. - -	Kinnoul.
Do. - -	Errol.
Do. - -	Redgorton.
Do. - - -	Coupar Angus.
Do. - -	Meigle.
Do. - - -	Bendochy.
Do. - -	Crieff.
Forfar - - -	Liff and Benvie.
Do. - -	Dundee.
Do. - - -	Mains and Strathmartine.
Do. - -	Carputh.
Do. - - -	Newtyle.
Do. - -	Kirriemuir.
Do. - - -	Montrose.
Do. - -	Brechin.
Do. - - -	Coupar Angus.
Do. - -	Monifieth.
Do. - - -	St. Vigeans
Do. - -	Arbroath.
Aberdeen - - -	Old Machar
Do. - -	St. Nicholas.
Kincardine - -	Nigg.
Do. - -	Fetteresso.

SCHEDULE (C).

AGREEMENT between the Caledonian Railway Company, incorporated by the Caledonian Railway Act, 1845, hereinafter called "the Company," of the first part, and the Trustees of the Clyde Lighthouses, incorporated by the Clyde Lighthouses Act, 1871, hereinafter called "the Trustees," of the second part.

WHEREAS the Company is promoting a Bill in Parliament, entituled "A Bill for enabling the Caledonian Railway Company to make a Railway "to Gourock, with a quay or pier there; to connect their railways with the "Paisley Canal lines of the Glasgow and South Western Railway Company; "to run over those lines; and to work and maintain the Barrmill and Kilwin-"ning Railway; for extending the time for the sale of superfluous lands; and "for other purposes:"

And whereas the trustees have objected to certain provisions of the said Bill: Therefore, with the view of obviating opposition to the said Bill in Parliament, it is agreed by and between the parties hereto as follows:—

First—The powers of deviation, in the construction of the quay or pier proposed to be authorised by the Bill, shall be limited and restricted on the seaward side, and also as regards the extent of the quay eastwards, to ten yards from the line C D of the quay delineated on the deposited plans and sections:

Second—The Company shall give to the trustees one month's notice in writing of their intention to begin the construction of the quay or pier before they commence to form it; and the Company shall be bound, at the request of the trustees, if such request be intimated in writing before the work is commenced, to construct the front portion or face of the said quay or pier, extending from the west end thereof for a distance of four hundred and fifty feet, of open pile work, with a sloping rubble face behind, to the reasonable satisfaction of the trustees' engineers: Provided always that it be found from borings to be feasible to drive the piles to the necessary depth:

Third—The Company shall not dredge or deepen the bed of the sea or frith of the River Clyde, in or near the Bay of Gourock and the said quay or pier, to any greater distance than fifty yards from any part of the said quay, as the same may be constructed under the powers of the Bill:

Fourth—To preserve the efficiency of the fog signal which has been constructed by the trustees at Kempock Point, the Company shall remove the same to a convenient site on the quay at or near the north-west end thereof, and shall bear the whole expense of removal, including the removal of the engine and machinery, and providing and making good the gas connections and other apparatus, and of making or providing buildings or erections equally efficient to the present erections, keeping in view the exposed site to which the signal is to be removed. Further, the re-erection of the fog signal shall be carried on and completed at the sight and to the reasonable satisfaction of the trustees' engineer, and the Company shall make provision to his reasonable satisfaction for the fog

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signal, or a temporary substitute therefor, being continued in unimpaired efficiency during re-erection as aforesaid, and shall bear the expense thereof:

Fifth—In the event of any additional expense being incurred by the trustees in the working of the fog signal when removed, caused by or arising out of such removal, as compared with the present mode of working, arising from increased wages or any other cause, the Company shall bear such additional expense, payable yearly on the first day of September:

Sixth—The trustees shall have power at their own expense to make, or to require the Company to make, such additions to and alterations on the buildings for the fog signal, as the trustees may think necessary to adapt it to the exhibition of an improved light for the purposes of navigation:

Seventh—The site for the said fog signal and buildings shall be provided by the Company free of cost to the trustees; and the trustees and their officers and workmen shall have free access at all times to the fog signal and buildings for the working thereof, and for other purposes such as repairs, improvements, or the substitution of any improved kind of signal apparatus. The said site to be provided by the first party shall not be nearer to the face of the said quay or pier than ten yards, but no building shall be erected between the said site and the face of the said quay or pier to interfere with the efficiency of the said fog signal:

Eighth—Nothing in this agreement shall prejudice or affect the obligation of the Company contained in the Bill to exhibit and keep burning such lights on the quay as the trustees shall from time to time direct:

Ninth—The limits, within which the jurisdiction of the harbour master may be exercised, shall be restricted to one hundred yards from any part of the face walls of the quay as the same may be constructed:

Tenth—In the event of any difference arising between the parties, as to the interpretation of this agreement or any of the foregoing stipulations, or the mode of carrying out the same, or of constructing the works hereby agreed to, or in anyway relating thereto, such difference shall be referred to an arbiter to be named by the parties, or, failing a mutual nomination, by the sheriff of the county of Lanark, on the application of either party; and his decision shall be final and binding on the parties:

Eleventh—This agreement shall be scheduled to and confirmed by the Bill, or the provisions thereof enacted in the Bill by clauses, at the sight of the parliamentary agents of the parties, so as to give full statutory effect thereto:

Lastly—The parties consent to the registration hereof, and of any decrees arbitral, interim or final, to be pronounced in the premises, for preservation and execution.

In witness whereof these presents, written on this and the preceding page of stamped paper by John Ingram Hay, apprentice to Andersons & Pattison, writers, Glasgow, are executed by the parties hereto in duplicate, as follows, viz., by the said Caledonian Railway Company, that is to say, they are sealed with the common seal of the said Company, and subscribed in their name and on their behalf by Hugh Brown and John Cowan, two of the directors, and Archibald Gibson, the secretary of the said Company, all at Glasgow, on the

twenty-fifth day of February, eighteen hundred and eighty-four, before these witnesses Robert Gibb and John Johnston Haining, both clerks in the secretary's office of the said Company; and by the trustees of the Clyde Lighthouses, that is to say, they are sealed with the common seal of the said trustees, and subscribed in their name and on their behalf by Thomas Henderson, chairman, and Mathew Anderson, clerk of the said trustees, all at Glasgow, on the twenty-seventh day of the month and year last mentioned, before these witnesses Herbert James Hay Mackay, clerk to the said Andersons & Pattison, and the said John Ingram Hay. A.D. 1884

ROBERT GIBB, Witness.

JOHN J. HAINING, Witness.

Seal of the Caledonian Railway Company.

HUGH BROWN, Dr.

JOHN COWAN, Dr.

ARCH. GIBSON, Secy.

HERBERT J. H. MACKAY, Witness.

JOHN INGRAM HAY, Witness.

Seal of the Clyde Lighthouse s Trust.

THOMAS HENDERSON, Chairman.

M. ANDERSON, Secy.

SCHEDULE (D).

THIS AGREEMENT, made and executed by and between the Caledonian Railway Company (hereinafter called "the Company") of the first part, and the Glasgow and South Western Railway Company (hereinafter called "the South Western Company") of the second part.

The parties hereto agree, and bind and oblige themselves to each other, as follows, viz.:—

First—That the traffic referred to in this agreement shall mean goods and mineral traffic of every description passing or directed or intended to pass, *via* the railway described as Railway No. 2 in the Bill now pending in Parliament under the short title of Caledonian Railway (No. 2) Bill to or from the undertaking of the Company (which undertaking shall be held to include the railways belonging or leased to or worked by them now or hereafter), from or to the Paisley Canal line authorised by the Glasgow and South Western Railway Act, 1881.

Second—The South Western Company shall give to the Company, in respect to the traffic hereinbefore mentioned, all such facilities as are usual or useful for the convenient working or development of railway traffic, including among other things through booking, through invoices, and, so far as may reasonably be required, through wagons, and conveniently timed and arranged trains, whether ordinary or special, as the case may require, for the reception, forwarding, transmission, conveyance and delivery of such traffic, and shall accommodate, manage and forward such traffic, and give such facilities, as effectually, regularly and expeditiously as if it were the proper traffic of the South Western Company, or traffic which they were

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desirous of cultivating to the utmost, and shall not give any preference, priority or advantage over it to any other traffic, subject only to the payment to the South Western Company of the proportion of receipts from such traffic as hereinafter provided.

Third—The Southern Western Company shall forward all the foresaid traffic over the said Paisley Canal line, and every or any part thereof, as may from time to time be directed by the Company.

Fourth—The Company shall have power to fix the rates for all traffic, the subject of this agreement, passing or intended to pass over the said Paisley Canal line, with this qualification and restriction, that where the lines of the Company and of the South Western Company shall by themselves alone form the only route or routes in use between any two towns or places, the rates between these two towns or places shall be such as may be agreed on between the parties hereto, or, in case of difference, as shall be fixed by arbitration in manner aftermentioned; and in case of the rates being agreed upon the minimum of four-fifths of a penny per ton per mile referred to in Article Fifth hereof shall not apply.

Fifth—The receipts arising from the foresaid traffic, after deduction of the usual terminals from time to time allowed by the Railway Clearing House, which shall belong and be paid to the companies respectively entitled thereto, (the terminals on articles not usually fixed by the Clearing House, as on coals and lime, to be such as may be agreed on or, in case of difference, fixed by arbitration), and any portion of through rate which may be due to other parties or companies concurring in or being parties to such through rates, shall be divided amongst the parties hereto by mileage, according to the actual distance travelled over their respective railways: Provided always, that the South Western Company shall, except as aforesaid, in no case receive in such division a less sum than four-fifths of a penny per ton per mile of the distance for which such traffic shall be conveyed over the said Paisley Canal line: Providing always that it shall be in the power of either of the parties hereto, at the expiration of five years from the date hereof, and at the expiration of every subsequent period of five years, to refer to arbitration, in manner hereinafter provided, whether any alteration has taken place in the cost of working, or in the charges made to the public at the time, such as would justify any alteration in the minimum amount per mile to be paid to the South Western Company, and if the arbitrator, arbitrators or umpire, as the case may be, so think fit, it shall be lawful for him or them to make such alteration therein as he or they may think proper.

Sixth—If the South Western Company grant to any other railway company, in respect of competitive traffic passing over the said Paisley Canal line or any part thereof, a rate which, in division, gives to the said company a lower minimum than is hereinbefore agreed to be granted, then the South Western Company shall grant the same rate to the Company, and the minimum hereinbefore provided shall not apply to such rate.

Seventh—The South Western Company, anything in this agreement to the contrary notwithstanding, shall not be bound to grant to the Company any of the facilities or advantages hereinbefore provided, in respect of any traffic sent or intended to be sent by any unreasonably circuitous or inconvenient route, and any difference which may arise in respect

of this provision shall be settled by arbitration in manner hereinafter provided.

Eighth—Proper accounts shall be kept by the Company and the South Western Company, and each party shall have access to such accounts whenever they think fit; and in the event of any difference arising between the parties as to the manner in which such accounts shall be kept, or otherwise in reference to such accounts, such difference shall be settled by arbitration in manner hereinafter provided.

Ninth—The following provisions shall apply to the said Railway No. 2, and the sidings, junctions, and signal cabin connected therewith, as shown on a plan initialled by George Miller Cunningham and Andrew Galloway, civil engineers, on behalf of the Company and of the South Western Company respectively, and to the cost of working the signals connected with the said railway and sidings, and to the use of that railway, viz.:—

(1.) The cost of constructing and maintaining the said railway and sidings, so far as formed upon land belonging to the Company, and of the junction of that railway with the Company's existing railway shall be paid by the Company;

(2.) The cost of constructing and maintaining the said railway and sidings, so far as formed upon land belonging to the Company and the South Western Company jointly, and the junction of that railway with the railway known as the Glasgow and Paisley Joint Line, and the westmost junction of the said Railway No. 2 with the northmost line of the said Paisley Canal line shall be paid by the Company and the South Western Company jointly and equally, through the committee for managing the said joint line;

(3.) The cost of constructing and maintaining the eastmost junction of the said Railway No. 2 with the northmost line of the said Paisley Canal line shall be paid by the South Western Company;

(4.) The cost of constructing, maintaining and working the intended signal cabin immediately to the south of Shields Junction shall be paid to the extent of one-half by the Company and the South Western Company jointly and equally, through the said committee, and to the extent of the other half by the Company; and the said signal cabin shall be worked by the South Western Company;

(5.) The Company and the South Western Company shall respectively contribute, free of charge, the land necessary for forming the several works hereinbefore mentioned, including the northmost line of the said Paisley Canal line, so far as belonging to them separately or jointly;

(6.) Without prejudice to the rights of the companies to levy tolls, rates, and charges, each of the said companies shall have the free use, without charge the one against the other, of the said Railway No. 2 and of the aforesaid sidings and junctions.

Tenth—If any difference shall arise between the parties hereto as to the construction, meaning or intent of any of the provisions herein contained, or in respect to the facilities herein agreed to, or in relation to any matter arising out of or consequent on or incidental to any such provisions, or as to the compliance with or the carrying out of the spirit and intention of such provisions, such difference is hereby referred to and shall from time

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to time be settled by arbitration; and the arbitrator, arbitrators or umpire acting in any such arbitration shall have power to order such arrangements and remedies as he or they may think right for securing the due fulfilment of the provisions aforesaid, and to award and fix the amount of the compensation or damages to be paid by the one party to the other in respect of any breach of the said provisions or any of them, and in respect of any neglect or refusal of the respective parties hereto to perform and carry out any award or order made by such arbitrator, arbitrators or umpire, or by any other arbitrator, arbitrators or umpire, under any previous arbitration as to any of the matters aforesaid.

Eleventh—Every arbitration as to any difference, question, matter or thing under this agreement shall be determined and conducted in the manner and subject to the provisions of the Railway Companies Arbitration Act, 1859, as if the same had been referred in manner in that Act required by the parties between whom such difference shall arise.

Twelfth—This agreement shall commence and take effect from the day on which the said Paisley Canal line and the said Railway No. 2 shall be opened for public traffic, and shall continue and remain in force thereafter in perpetuity.

Thirteenth—This agreement is made subject to such alterations as Parliament may think fit to make therein; but, if any material alterations be made by Parliament, it shall be in the power of either of the said companies to withdraw therefrom.

Lastly—The parties hereto shall be bound to implement this agreement to each other under the penalty of one thousand pounds sterling to be paid by the party failing to the party implementing or willing to implement the same, and that over and above performance; and the parties hereto consent to the registration hereof for preservation and execution.

In witness whereof these presents, printed on this and the three preceding pages, are executed in duplicate at Westminster on the first day of April one thousand eight hundred and eighty-four, that is to say, they are subscribed by the Right Honorable Gavin Earl of Breadalbane and Lieutenant Colonel William Wallace Hozier, two of the directors of and on behalf of the Company, before these witnesses, James Thompson, general manager, and George Jackson, solicitor, both to the Company; and by Matthew William Thompson and Benjamin Nicholson Esquires, two of the directors of the South Western Company on behalf of that Company, before these witnesses, William John Wainwright, general manager, and Thomas Brunton, solicitor, both to the South Western Company: this testing clause from and after the words "In witness whereof" being written by Alexander Kinninmont Murray, clerk to the Company in their solicitor's office in Glasgow.

JAMES THOMPSON, Witness.	BREADALBANE.
GEORGE JACKSON, Witness.	WILLIAM W. HOZIER, Dr.
W. J. WAINWRIGHT, Witness.	M. W. THOMPSON.
THOMAS BRUNTON, Witness.	BEN. NICHOLSON.

LONDON: Printed by EYRE and SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1884.