ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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tended to pass, have been deposited in the Offices in the City of *Glasgow* and Town of *Paisley* respectively of the Principal Sheriff Clerks of the Counties of *Lanark* and *Renfrew* respectively: And whereas it is expedient that such Arrangements should be authorized, and such Powers conferred, with reference to other Undertakings and Companies, as are herein-after expressed; but the Purposes aforesaid 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; (that is to say,)

8 & 9 Vict. cc. 17., 19., & 33., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

1. The several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Act, 1863," Parts I. and III., and "The Companies Clauses Act, 1863," Parts I. and III., shall be incorporated with and form Part of this Act.

Short Title.

2. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "*City of Glasgow Union* Railway Act, 1864."

Interpretation of Terms.

3. The following Words wherever they occur in this Act shall have the Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

"The Company" shall mean the Company hereby incorporated:

"The Railway" shall mean the Railways and Works hereby authorized.

Subscribers incorporated.

4. *James King*, *James Reid Stewart*, *Walter Macfarlane*, Sir *Andrew Orr*, *James Lumsden*, *John Orr Ewing*, *Henry Dunlop*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railways herein-after particularly described, with Stations and all proper Works and Conveniences belonging thereto, according to the Provisions of the said incorporated Acts and of this Act, and for the other Purposes herein and in the said incorporated Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *City of Glasgow Union* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal,

Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said Acts contained.

Capital.

5. The Capital of the Company shall be Nine hundred thousand Pounds, and the whole thereof, when raised, shall be applicable only to the Purposes authorized by this Act.

Number and Amount of Shares.

6. The Number of Shares into which the said Capital shall be divided shall be Ninety thousand, and the Amount of each Share shall be Ten Pounds.

Shares not to issue unless 3*l.* per Share be paid.

7. It shall not be lawful for the Company to issue any Share, neither shall the same vest in the Holder thereof, unless and until a Sum not being less than Three Pounds *per* Share shall have been paid up in respect thereof.

Calls.

8. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at the least shall be the Interval between successive Calls.

Interest not to be paid on Calls paid up.

9. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," in that Behalf contained.

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

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

Power to borrow on Mortgage.

11. Subject to the Provision herein-after contained, it shall be lawful for the Company to borrow on Mortgage any Sum not exceeding in the whole Three hundred thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital of Nine hundred

nundred thousand Pounds shall have been subscribed, and One Half thereof shall have been actually paid up, and the Company shall have proved to the Sheriff who is to certify under the Provisions of the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," before he so certifies, that the said Capital has been subscribed for *bonâ fide*, and that Three Pounds of the Amount of each Share has been paid up on the Issue and Acceptance thereof, and that every Share is held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same: Provided always, that the Sums to be borrowed under the Powers hereby conferred shall be applied solely to the Purposes authorized by this Act.

Arrears may be enforced by Appointment of a Judicial Factor.

12. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any Mortgages by the Appointment of a Judicial Factor, and in order to authorize the Appointment of such Judicial Factor in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Judicial Factor shall be made shall not be less than Fifteen thousand Pounds in the whole.

Conversion of Loans into Capital.

13. It shall be lawful for the Company from Time to Time to raise all or any of the Money which they for the Time being have raised or are authorized to raise by Mortgage by the Creation and Issue of Debenture Stock.

First and subsequent General Meetings.

14. The First Ordinary Meeting of the Company shall be held at *Glasgow* within Three Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held twice in every Year, in the Months of *March* or *April* and *September* or *October*, as the Directors may appoint; and all Meetings of the Company, whether ordinary or extraordinary, shall be held in the City of *Glasgow*, or in such other Place as the Directors of the Company may from Time to Time appoint.

Domicile of Company.

15. The Domicile of the Company with reference to all Judicial Proceedings or Actions at Law shall be held to be in the City of *Glasgow*.

Quorum of General Meetings.

16. The Quorum of General Meetings of the Company shall be Ten Shareholders present personally or by proxy, holding in the aggregate not less than Twenty thousand Pounds in the Capital of the Company.

17. At

Votes of Shareholders.

17. At all General Meetings of the Company the Scale according to which the Shareholders may vote in respect of their Shares shall be as follows; (that is to say,) for Two Shares or more, but not exceeding Ten Shares, One Vote; for more than Ten Shares, an additional Vote for every Ten Shares to the Extent of One hundred Shares; for more than One hundred Shares, an additional Vote for every Twenty Shares over and above the said One hundred Shares: Provided always, that no Shareholder shall be entitled to vote at any Meeting unless he shall have paid up all the Calls then payable upon the Shares held by him.

Number and Qualification of Directors.

18. The Number of Directors shall be Nine, and the Qualification of a Director shall be the Possession in his own Right of One hundred Shares in the Capital of the Company.

Power to vary the Number of Directors.

19. It shall be lawful for the Company to reduce the Number of Directors, provided that the reduced Number be not less than Seven.

First Directors.

20. *James King*, *James Reid Stewart*, *Walter Macfarlane*, Sir *Andrew Orr*, *James Lumsden*, *John Orr Ewing*, *Henry Dunlop*, shall be Seven of the First Directors of the Company.

First Election of Directors.

21. The Directors hereby appointed shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

Future Directors.

22. At the First Ordinary Meeting to be held in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in the said "Companies Clauses Consolidation (*Scotland*) Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said "Companies Clauses Consolidation (*Scotland*) Act, 1845."

Quorum of Directors.

23. The Quorum of a Meeting of Directors shall be Three.

Lines of Railway.

24. Subject to the Provisions of this Act, it shall be lawful for the Company to make and maintain the Railways, Stations, and Works herein-

herein-after described, with all proper Works, Approaches, Stations, and Conveniences connected therewith, on the Line and upon the Lands delineated on the deposited Plans and described in the deposited Book of Reference, and according to the Levels defined on the deposited Sections; (that is to say,)

1. A Railway commencing by a Junction with the *Glasgow and Paisley* Railway, belonging jointly to the *Glasgow and South-western* Railway Company and the *Caledonian* Railway Company, or to one or other of those Companies, at a Point on the said Railway Four hundred and fifty Yards or thereabouts, measuring in an Easterly Direction, along the Rails of the said Railway, from the Centre of the Bridge which carries the Road known as the *Shields Road* over the said *Glasgow and Paisley* Railway, and terminating by a Junction with the *Sighthill* Branch of the *Edinburgh and Glasgow* Railway at a Point One hundred Yards or thereabouts, measuring in a Northerly Direction, along the Rails of the said Branch Railway from the Westernmost Bridge, carrying the Road leading from *Springburn Road* to *Germiston Mains* over the said Branch Railway:

2. A Railway commencing by a Junction with the said intended Railway No. 1. at the *Garngad Road* at a Point Eighty-five Yards or thereabouts, measuring in an Easterly Direction along the said Road, from the Northern Angle of the *Garngad* Turnpike Gate Lodge near the House of *Acrehill*, and terminating by a Junction with the *Caledonian* Railway at or near the Bridge carrying the Road leading from *Garngad* Turnpike Road Northwards over the last-mentioned Railway, and which Bridge is situate One hundred and fifty Yards or thereabouts, measuring in a North-easterly Direction, from the North-eastern Angle of *Milton* Farm Buildings:

3. A Railway commencing by a Junction with the said intended Railway No. 1. at a Point on the North Side of the Line of the *Caledonian* Railway leading to *Buchanan Street* Station Eight hundred Yards or thereabouts, measuring in an Easterly Direction, from the Eastern Entrance to the *Springburn Road* Tunnel or Bridge, near *Hutton's Place*, and terminating by a Junction with the *Caledonian* Railway aforesaid at a Point One hundred and seventy Yards or thereabouts, measuring in an Easterly Direction, along the Rails of the said Railway from the Eastern Entrance to the said *Springburn Road* Tunnel or Bridge:

4. A Railway commencing by a Junction with the said intended Railway No. 1. at or near a House or Premises numbered 50 in the Street known as *Rutherglen Loan* in the Parishes of *Govan* or *Gorbals*, or One of them, and terminating by a Junction

tion with the *Caledonian* Railway in the Station or Terminus of that Railway known as the *South Side* Station Twenty Yards or thereabouts, measuring in a Southerly Direction, from the Northern Front of the Station Building:

5. A Railway commencing by a Junction with the said intended Railway No. 1. at a Point Twenty Yards or thereabouts, measuring in a Westerly Direction, from the Centre of the Bridge carrying the Canal over *West Street* in the Parish of *Govan*, and terminating by a Junction with the Railway of the *General Terminus and Glasgow Harbour* Railway Company at a Point at or near the *Scotland Street* Bridge over the last-named Railway:

6. A Railway commencing by a Junction with the said intended Railway No. 1. at a Point at or near the Parapet Wall on the Northern Bank of the River *Clyde*, between *Victoria Bridge* and *Hutcheson-town Bridge*, opposite to the Counting-house or Premises numbered 18 in *East Clyde Street* in the City of *Glasgow*, and terminating at or near a House numbered 19 in *Saint Enoch's Square* in the said City:

7. A Railway commencing by a Junction with the said intended Railway No. 1. at or near a House or Premises numbered 66 in the Street known as *Saltmarket* in the City of *Glasgow*, and terminating by a Junction with the said intended Railway No. 6. at or near a Point in *Stockwell Street* in the said City opposite the Archway or Entry numbered 63 in that Street:

8. A Railway commencing by a Junction with the said Railway No. 1. at a Point in *Hunter Street* in the City of *Glasgow* Sixteen Yards or thereabouts, measuring in a Northerly Direction, from the North-west Corner of the Inclosure Wall of the Infantry Barracks at *Hunter Street* aforesaid, and terminating at or near the principal Entrance Gate of the College of *Glasgow* in the *High Street* of *Glasgow*:

9. A Deviation of the *Glasgow, Paisley, and Ardrossan* Canal commencing One hundred and fifty-three Yards or thereabouts to the Westward of the Aqueduct which carries the said Canal across *West Street* of *Tradeston*, *Glasgow*, and terminating Sixty Yards or thereabouts to the Eastward of the said Aqueduct:

And the Company may enter upon, take, and use such of the Lands described as aforesaid as may be necessary for the Purposes of the said Railways and Works, or any of them.

Suspending Powers to make Portions of Railways.

25. The Powers of this Act with respect to so much of the Railways as lies West of the Junction between the Railways No. 1. and No. 4. shall be suspended until the First Day of *September* One thousand eight hundred and sixty-five; and if an Act has then passed

to

to authorize a Deviation of the Railways hereby authorized, or the making of a new Railway or Railways by the Company or any other Company, in order to complete the continuous Communication between the said Railway No. 1. and the joint Line of the *Glasgow and South-western* Railway Company, and *Caledonian* Railway Company, and the *General Terminus and Glasgow Harbour* Railway respectively, avoiding as much as possible Injury to the *Caledonian* Railway Company's *Eglinton Street* Goods Station, and injurious Interference with the Lines of Railway in connexion therewith, and those authorized by "The *Glasgow and Paisley* Joint Railway Act, 1864," then the said Powers shall cease and determine: Provided that in case the *Caledonian* Railway Company shall intimate to the Company under their Common Seal, on or before the First Day of *September* One thousand eight hundred and sixty-four, that they do not desire any such Deviation as aforesaid, then the Suspension aforesaid of the Powers of this Act shall cease to operate.

Lands for extraordinary Purposes.

26. The Quantity of Land to be taken by the Company by Agreement for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," shall not exceed Two Acres.

Power to stop up certain Roads.

27. Subject to the special Provisions herein-after contained with reference to *Dunlop Street*, it shall be lawful for the Company to stop up the following Roads or Streets; (that is to say,)

No. of Road on Plans deposited for the Purposes of this Act.	Parish.	Description of Road.
	RAILWAY No. 6.	
96 *a*	City Parish - -	Jackson Street.
214	Ditto - -	Dunlop Street.
192	Ditto - -	Turner's Court.
253	Ditto - -	Maxwell Street.
254	Ditto - -	St. Enoch's Wynd.
272	Ditto - -	St. Enoch's Lane.

Regulating Span and Headway of certain Bridges.

28. It shall be lawful for the Company to construct the Bridges or Arches for carrying the Railway No. 1. over the public Road, Tramway, or Street numbered 16, in the Parish of *Govan*, on the deposited Plans, of such Dimensions as they think fit, not being less than Twenty-four Feet Span for the Centre Arch and Eight Feet Six Inches Span for Two Side Arches respectively, and Ten Feet in Height for the Centre Arch and Seven Feet in Height for the said Side Arches.

29. Except

General Provision as to the Dimensions, &c. of the Bridges where any of the Railways of the Company cross Streets within the City of Glasgow.

29. Except as herein otherwise specially provided, and subject thereto, every Street within the City of *Glasgow* which shall be crossed by any of the Railways hereby authorized shall be crossed by a Bridge of One Span from the Building Line on the one Side to the Building Line on the other Side, having a clear Headway throughout of not less than Eighteen Feet, measured from the Centre Line of the Carriageway; and the Design and Structure of every such Bridge shall be such as shall be settled and agreed by the Engineer for the Time being of the Company and the Architect of the City for the Time being (who is herein-after designated the Architect), or, in case of Difference between them, by an Engineer or Architect to be named by them, or, if within One Calendar Month from the Time of the Difference between them arising they do not agree in such Nomination to be named on the Application of either of them by the Sheriff of the County of *Lanark* for the Time being.

Special Provisions as to the Bridges crossing certain specified Streets.

30. The clear Headway measured as above of the Bridges respectively crossing *London Street*, *Hunter Street*, *Cathcart Street* or *Road*, *Cumberland Street*, and *Greenside Street* may, if the Company so think fit, be reduced to Sixteen Feet; the clear Headway measured as above of the Bridges respectively crossing *Stockwell Street*, *Eglinton Street*, and *King Street* shall be not less than Sixteen Feet, or, if the Lord Provost, Magistrates, and Town Council of the City of *Glasgow* (herein-after designated as the Corporation) shall by Writing under the Hand of the Architect at any Time before the Commencement of those Bridges respectively so desire, of not less than Seventeen Feet; the Bridge crossing *Govan Street* may be constructed with a double Span of such respective Dimensions as shall be approved by the Architect; the clear Headway, measured as above, of the Bridge crossing *Gallowgate Street* shall be not less than Twenty-two Feet.

Special Provisions as to certain other specified Streets and Wynds.

31. The Mode of crossing *Blackfriars Street*, *West Street*, *Bridge Gate*, *East Clyde Street*, and *Adelphi Street* respectively, and the respective Works in connexion therewith, and also the Crossings of the *Old Back* and *New Wynds* respectively, shall be such as shall be settled and agreed between the Engineer of the Company on the one hand and the Architect on the other hand, or as, in case of Difference between them on all or any of these Matters, shall be settled and determined by an Engineer or an Architect to be named by them, or if within One Calendar Month from the Time of such Difference arising they do not agree in such Nomination, then to be named on the Application of either of them by the Sheriff of the County of *Lanark* for the Time being.

Special Provision as to the crossing

32. The Span of the Bridges respectively crossing *Stockwell Street* and *Gallowgate Street* and *Rutherglen Loan* shall be not less than Sixty

of certain other specified Streets, &c.

Sixty Feet, and that of the Bridge crossing *Saltmarket Street* shall not be less than Fifty Feet, and any new Buildings erected by the Company, or any Person deriving Right from them at or near those Bridges respectively, shall be set or kept back so as to secure in each Case an available Width of Street there corresponding with the prescribed Width of those Bridges respectively.

Special Provisions as to Dunlop Street.

33. The Way or Passage known as *Dunlop Street* shall be made by the Company and at their Expense into a good and sufficient Footway through to *Howard Street*, and shall also, if the Corporation, by Writing under the Hand of the Architect, at any Time within Twelve Months from the passing of the Act so require, be widened by the Company, and at their Expense, so as to form a good and sufficient Carriageway of the Width of not less than Twenty-five Feet (inclusive of the Footway), and in that Event the Bridge crossing that Street shall have a clear Headway, measured as above, of not less than Eleven Feet, and the Passage or Way so made or enlarged, whether Footway or Footway and Carriageway, shall at all Times be kept well and sufficiently lighted by or at the Expense of the Company, and any Question as to the Construction or Sufficiency of the said Footway and Carriageway respectively shall be settled by the Engineer of the Company and the Architect, or, in case of Difference between them, by some Engineer or Architect to be named by them, or if within One Calendar Month from the Time of such Difference arising between them they do not make such Nomination, then to be named on the Application of either of them by the Sheriff of the County of *Lanark* for the Time being.

Provisions as to new Buildings fronting High Street.

34. If any of the Buildings facing the *High Street* hereafter acquired by the Company shall at any Time be pulled down, any new Walls or Buildings erected in their Stead shall respectively be set or kept back to such Depth from the Frontage of the existing Buildings so as to give an additional Width of Twenty Feet at the least to the Street there.

Company to purchase Sites, &c. of Wynds interfered with by the Railways, and to reconstitute them.

35. The Company shall purchase the whole Properties, Sites, and Buildings numbered on the Plans and described in the Books of Reference deposited for the Purposes of this Act lying to the West of the West Side of *King Street* and North of *Bridge Gate Street*, and within the Triangle or Three-sided Enclosure formed by their Railways 1, 6, and 7 hereby authorized, and shall reconstitute and rearrange the same within Five Years from the passing of this Act in accordance with Plans to be settled and agreed on by the Engineer of the Company and the Architect, or, in case of Difference between them, by an Architect to be named by them for that Purpose, or if within One Calendar Month from the Difference arising they do not agree

agree in such Nomination, then by an Architect to be named by the Sheriff of the County of *Lanark* for the Time being.

Company to construct a new Street from Stockwell to King Street.

36. Within Five Years from the passing of this Act the Company shall at their own Expense form and complete, North of the Railway No. 7. hereby authorized, a Street leading from *Stockwell Street* to *King Street* of the Width of not less than Twenty Feet, or, at the Option of the Corporation, signified in Writing under the Hand of the Architect, at any Time before the Formation of the said Street shall have been commenced by the Company, of a Width of Forty Feet, and in the latter Case One Half of the Expense of making and completing the Street, including the Price of the Property necessary for that Purpose, shall be borne by the Company, and the other Half by the Corporation, and any Question as to the Construction of such Street shall be settled and determined by the Engineer of the Company and the Architect, or by an Engineer or Architect to be named by them, or if they do not within One Calendar Month from the Difference between them arising agree in such Nomination, then to be named on the Application of either of them by the Sheriff of the County of *Lanark* for the Time being.

Company to make Openings for the Use of the Public in the Line of Railway between the North Side of Gallowgate and Graham Street.

37. The Company shall make and at all Times maintain Three Openings for the Use of the Public in the Line of their Railway between the North Side of *Gallowgate* and *Graham Street*, and those Openings shall be made at such convenient Distances, and at such Spots, and of such Width and Height respectively, suitable for the Purpose, as shall be arranged and agreed between the Engineer of the Company and the Architect, or, if they shall fail to agree, by an Engineer or Architect to be named by them, or if within One Calendar Month from the Difference arising they do not agree in such Nomination, then to be named on the Application of either of them by the Sheriff of the County of *Lanark* for the Time being.

Provision as to Approache Passenger and Goods Stations, and as to Extent of Passenger Station.

Penalty if Station not completed within Time limited.

38. The Company shall, within Eight Years after the passing of this Act, make a Passenger Station which shall extend Westward from *Stockwell Street* to *St. Enoch Square*, and shall within the same Period make the several Streets and Accesses to their Passenger Station and Goods Station within the City as respectively shown on the deposited Plans, or with such Alterations and Deviations and in such Manner as may be arranged and agreed between the Engineer of the Company and the Architect; and if such Station be not made within the said Period of Eight Years the Company shall be liable to a Penalty of Fifty Pounds *per* Week, to be recoverable as a Debt due to the Crown, for every Week after the Period so limited until the same shall be made and opened for public Traffic; 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

was

was prevented from making or opening such Station by unforeseen Accident or Circumstances beyond their Control, but Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Board of Police to have Access to Sewers under Railways and Works.

39. The Board of Police of the City shall at all Times have free Access to the Common Sewers within their Jurisdiction passing under any of the Works of the Company, reasonable Notice being previously given to the Engineer of the Company so as to enable him to take all requisite Measures for preventing Damage to the Company's Works, or unnecessary Interference with the Traffic of the Railways.

Company to purchase the Property of the Corporation, except as excepted within the Limits of Deviation, and to pay to the Corporation 42,000*l.*

40. The Company shall purchase and take the whole of the Lands and Property of the Corporation lying within the Limits of Deviation shown on their deposited Plans, except such (if any) thereof as are held by the Corporation under special Trust, and except also the Lands and Property herein-after specially excepted; and as the Price of their Land and Property to be so purchased, and as Compensation to the Corporation for the crossing, Obstruction, and shutting up of Streets within the City, and of all Claims which might be made by the Corporation for Damage or Injury consequent on the Execution of the Work, and the Exercise by the Company of the Powers of their Act, the Company shall pay to the Corporation, and the Corporation shall accept in full Satisfaction, the Sum of Forty-two thousand Pounds Sterling, to be paid as follows, Eleven thousand Pounds in Cash at the Expiration of Two Years, Eleven thousand Pounds in Cash, and the Balance in Cash or Debentures or Mortgages of the Company, at the Option of the Company, (such Debentures or Mortgages to bear Interest at Four Pounds *per Centum per Annum*, and not to have more than Ten Years to run,) at the Expiration of Three Years respectively reckoned from the passing of this Act: Provided that if the Company take possession of any Part of the Land or Property of the Corporation at an earlier Period than Two Years from the passing of this Act, a proportionate Payment for the Land or Property so taken shall be made forthwith, the Amount of which shall be settled, in case of Difference, by a Surveyor to be agreed upon, or, if not agreed upon within One Calendar Month from the Time of taking possession, to be named on the Application of either Party by the Sheriff of the County of *Lanark* for the Time being; provided also, that the Company shall not purchase or take the Land or Property of the Corporation in *King Street* which on their deposited Plans is numbered 91, and that until One Year after the Time of the First Payment made by them under the foregoing Provision they shall not take or interfere with any Land or Property of the Corporation in or constituting any Part of the Old Clothes Market.

41. Whereas

Regulating Interference with Lands and Works of Caledonian Railway Company.

41. Whereas several of the Railways and Works by this Act authorized will pass through, cross, and interfere with the Station Ground, Railways, Sidings, and other Works and Lands of the *Caledonian* Railway Company: Therefore the said Railways and other Works by this Act authorized, so far as passing through or across, or in any Manner interfering with, any Lands, Railways, or Works belonging to the *Caledonian* Railway Company, shall be constructed in such Manner as to cause as little Injury and Inconvenience as may be to that Company and to the Traffic on their Railways, and shall be executed to the reasonable Satisfaction of the Engineer for the Time being of that Company, and according to a Plan and Specification describing the Works and the Mode in which the Construction thereof is to be carried on, which shall be submitted to such Engineer before the Commencement of the Works; and the Company shall not in any Case take compulsorily any Lands or Works belonging to the *Caledonian* Railway Company beyond what may be necessary for forming thereon a double Line of Railway, subject to the Provisions of this Act, upon Payment of such Compensation as shall be fixed and determined in the Manner provided by "The Lands Clauses Consolidation (*Scotland*) Act, 1845," for settling Cases of disputed Compensation.

Restricting Powers of Company with respect to Lands belonging to the Glasgow and South-western and Caledonian Railway Companies.

42. The Powers of the Company with respect to the Lands belonging to the *Glasgow and South-western* and *Caledonian* Railway Companies jointly, and to the Lands which the *Glasgow and South-western* and *Caledonian* Railway Companies have Power to acquire under the Provisions of "The *Glasgow and Paisley* Joint Railway Act, 1864," and under a Memorandum of Agreement between the said Companies and the Company of Proprietors of the *Glasgow, Paisley, and Ardrossan* Canal, dated the Twelfth and Thirteenth Days of *May* Eighteen hundred and sixty-four, shall be subject to the same Provisions as those contained in the immediately preceding Section of this Act with respect to Lands belonging to the *Caledonian* Railway Company; and in regard to the Construction of Works by the Company thereon the other Provisions of the same Section shall be in like Manner applicable thereto, subject to the Condition that the Plan and Specification of the said Works shall be submitted to the Engineers of the *Glasgow and South-western* and *Caledonian* Railway Companies.

Provision as to Crossings of Caledonian Company's Lines.

43. The Railway No. 1. by this Act authorized, where passing (near its Junction with Railway No. 3.) below the *Caledonian* Railway Company's Lines of Railway leading respectively to *St. Rollox* Depôt and to *Buchanan Street* Station, shall be constructed at a Level not higher than that shown on the Sections deposited as aforesaid, and shall be carried in a covered Archway under the whole of the

the Ground lying between the said Lines, or so much thereof as shall be determined to be reasonable under the Arbitration herein-after provided for, in such Manner and at such Level as will admit of the said Ground being used by the *Caledonian* Railway Company for Sidings and other Works as conveniently as at present; and the Company shall fill up and make good the Ground above such covered Archway, and restore the Surface thereof to the same Condition, as nearly as may be, as it shall have been in immediately before they commenced their Works on the said Ground; and such Works shall be completed and the Ground restored as aforesaid within Four Months of the Time at which such Works shall be commenced; and in the event of it being determined that the covered Archway to be made by the Company as aforesaid shall be constructed over a Portion only of the said Ground, it shall be lawful for the *Caledonian* Railway Company, at their own Expense, to extend the said covered Archway over any additional Portion of the said Ground which they may think fit.

As to Construction of Railway No. 3.

44. Whereas the Railway No. 3. by this Act authorized might, if constructed in the Manner shown on the Plans and Sections deposited as aforesaid, interfere with the Completion of the Southern Junction near *Sighthill*, between the Lines of the *Edinburgh and Glasgow* and *Caledonian* Railway Companies, which the *Edinburgh and Glasgow* Railway Company are bound to complete with all reasonable Despatch: Therefore the said Railway No. 3. shall be constructed in such a Manner as not injuriously to interfere with the Construction or Use of such Southern Junction.

Differences between Caledonian and Glasgow and South-western Companies to be determined by an Engineer appointed by Board of Trade.

45. If any Difference shall arise between the Company and the *Caledonian* Railway Company, or between the Company and the *Caledonian* and *Glasgow and South-western* Railway Companies respectively, or their respective Engineers, with respect to any of the Matters referred to in any of the Four next preceding Sections of this Act, such Difference shall be determined by an Engineer to be appointed by the Board of Trade on the Application of any of the said Companies at the Cost of the Company, and the Decision of such Engineer shall be final and conclusive.

Protecting Works of Glasgow Water Commissioners.

46. Whereas the Mains and Pipes of the Commissioners acting under the *Glasgow* Corporation Waterworks Act, 1855, (in this Act called the Water Commissioners,) are laid along the various Roads and Streets after mentioned, which will be crossed or interfered with by the Railways and other Works by this Act authorized, *viz.*, *Eglinton Street*, *Cumberland Street*, and *Main Street*, *Gorbals*, all in the Parish of *Govan*, *East Clyde Street*, *Saltmarket Street*, and *Gallowgate*, all in the *City* Parish of *Glasgow*, and *Duke Street* in the

the *City* Parish of *Glasgow*, and in the Parish of *Springburn*, and it may be necessary for the Purposes of this Act to interfere with the said Road, Streets, and Mains and Pipes therein respectively: And whereas the Inhabitants of the City of *Glasgow* are supplied with Water by the Water Commissioners by means of the said Mains or Pipes: And whereas it is expedient that Provision be made for preventing any Interruption of the Supply of Water by the Water Commissioners to the Inhabitants of the said City: Therefore the following Provisions in that Behalf shall be binding on the Company, and have full Effect; (that is to say,)

(A.) At least Twenty-one Days before the Company commence any Works, the Execution of which would in any way interfere with or affect any Part of the said Mains or Pipes, they shall give to the Water Commissioners Notice thereof in Writing, accompanied by Plans and Sections, Working Drawings, and Specifications, showing the Manner in which the proposed Railway Works are to be executed at the said Points of crossing respectively, 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 Commissioners, and any additional Pipes which may be laid by the Water Commissioners under the Powers of their existing Acts, together with all Scour Pipes and Air Valves 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 Pipes during the Operations of the Company, which Plans and Sections shall be approved of by the Commissioners Engineer previous to the Works of the Company being commenced, or in the event of any Difference of Opinion between the said Engineer and the Engineer of the Company, such Difference shall be settled by an Arbitrator to be appointed by the Sheriff of the County of *Lanark*, and the Expense of such Arbitration shall be paid by the Company:

(B.) Before any Mains or Pipes are in any way interfered with to the Effect of interrupting the Supply of Water through the then existing Mains, there shall be laid down Mains or Pipes of Dimensions not less than the Mains or Pipes which are to be so 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 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:

(C.) When the Mains and Pipes so interfered with are replaced, and the Roadways over the same are made good, any temporary

rary Mains or Pipes which may have been inserted shall be disconnected from the then existing Mains, and when the full and free Flow of Water for all Purposes through the Mains so replaced shall be restored such temporary Mains and Pipes may be removed:

(D.) The Works approved of by the Engineer of the Water Commissioners or such Arbitrator, so far as they interfere with or affect any of the Works or Water Supply of the Water Commissioners, shall be executed by the Water Commissioners or by such Persons as they shall think fit, and under the sole Direction of their Engineer, and during the Progress of those Works, the said Engineer may, if he think fit, execute any incidental Works which he deems requisite for the Protection of the Water Commissioners in accordance with this Section:

(E.) If the Water Commissioners 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 and Pipes, or any of them, or for Ten Days after such later Day as the Company, by Notice in Writing to the Water Commissioners, may have named for commencing the Works fail to commence or at any Time thereafter fail to proceed with reasonable Despatch in the Execution of the Works, 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 deem necessary, and execute all such other Works as they deem requisite for preventing any Interruption to the Supply of Water by the Water Commissioners:

(F.) The Company shall pay to the Water Commissioners the Amount of all reasonable Costs, Charges, and Expenses incurred by the Commissioners in or about or in any way relating to the Works so executed by them, including a reasonable Sum as Remuneration to their Engineer for his Services in that Behalf.

Water Commissioners not liable for Damage arising from Alterations of Mains, &c.

47. The Water Commissioners shall not be liable for any Damage or Injury done to the Works of the Company, or to any of the Roads or Streets crossed by the Railway, or otherwise howsoever, by reason of any of the Works executed under this Act, or consequent on the Execution thereof, and the Company shall indemnify the Water Commissioners and save them harmless from and against the Consequences of all such Damages or Injury, unless such Damage or Injury shall have been occasioned by the Default or Neglect of the Water Commissioners, or their Agents, Officers, Workmen, or Servants.

48. If

Water Commissioners may repair Accident to Pipes.

48. If at any Time any Accident shall occur to the Mains and Pipes belonging to the Water Commissioners at or near any of the said Points of crossing 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 Commissioners 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 the Railways of the Company: Provided always, that the Water Commissioners 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 the Railway, so far as the same can be repaired without interrupting the Repair of the said Mains or Pipes.

Water Commissioners not to be liable for Damage arising from such Accidents.

49. The Water Commissioners shall not be liable for any Loss or Damage which may happen to the Railway or Works connected therewith, or to the Rolling Stock used, or to the Passengers or Goods conveyed upon the Railway, by reason of any Accident which may at any Time happen to the said Mains or Pipes at or near any of the said Points of crossing, nor for any Loss or Damage to the Company arising from the Stoppage or Loss of Traffic on the Railway during the Repair of the said Mains or Pipes which may be necessary in consequence of such Accident, but the Company shall indemnify them and save them harmless from and against the Consequences of such Damage, Stoppage, or Loss.

Commissioners may lay additional Pipes.

50. Nothing in this Act shall prevent the Water Commissioners from laying from Time to Time, as they think proper, additional Pipes for the Purposes of the said Waterworks at or near the said Points of crossing, and within the Area of the said Streets and Roads where the same are crossed by the Railway, and the Water Commissioners shall not be liable for any Damage to the Railway or Works connected therewith, or for any Stoppage of the Railway or Loss of Traffic thereon, that may be caused by the laying of such additional Pipes at or near the said Points of crossing, but the Company shall indemnify them and save them harmless from and against the Consequences of such Damage, Stoppage, or Loss, and the Water Commissioners shall give to the Company Twenty-one Days Notice in Writing, accompanied by Plans, Sections, and Specifications showing the Manner in which such additional Mains or Pipes are to be laid, before commencing the laying of such additional Pipes, and shall complete the same with all reasonable Despatch: Provided always, 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 also, that the Works necessary for laying such additional Pipes by the Water Commissioners at the said Points of crossing respectively, and the Works necessary to secure the Railway and the Traffic thereon from Damage or Interruption as aforesaid, shall be made and completed according to a Plan to be approved of previously to the Commencement of any such Works by the Engineers for the Time being of the Water Commissioners and of the Company respectively, or in case of Difference between them, then according to a Plan to be so approved of by an Arbitrator to be appointed by the Sheriff of the County of *Lanark* on the Application of either Party.

Further Provision as to Interference with Pipes.

51. Should it be necessary for the Company to interfere with or alter the Surface of any Road or Street not herein-before specifically mentioned in which any Main or Pipe of the Water Commissioners is or may be laid, the Company shall be bound to leave not less than Three Feet of Covering from the Surface of the Road over every Main or Pipe so altered or interfered with.

Reserving certain Provisions of 8 & 9 Vict. c. 33.

52. The special Provisions herein contained for the Protection of the Water Commissioners and the Waterworks shall not be deemed to supersede or dispense with the Provisions of "The Railways Clauses Consolidation (*Scotland*) Act, 1845," Sections 18 to 23, both inclusive, but those Provisions respectively, except in so far as they may be inconsistent with any of the special Provisions herein contained, shall be and remain in full Force and Effect.

Confirming Agreement with the Senatus Academicus of the University of Glasgow.

53. Whereas the Railways Nos. 1. and 8. before described will pass into or through the College of *Glasgow* and the Lands connected therewith as marked and described on the said deposited Plans and Books of Reference: And whereas an Agreement has been entered into between the Senatus Academicus of the University of *Glasgow* and the Principal and Professors of the said University and College of the First Part, and the Promoters of the Company of the Second Part, dated the Twenty-fourth Day of *May* Eighteen hundred and sixty-four, with reference to the purchasing and acquiring of the said College and Lands connected therewith, of which Agreement a Copy is contained in the Schedule to this Act annexed, and it is expedient that the said Agreement should be confirmed: The said Agreement shall be and is hereby ratified and confirmed, and the Company shall take and acquire, and the said Senatus Academicus and Principal and Professors shall sell and convey to the Company, the said College and Lands connected therewith for the Price and on the Terms and Conditions and subject to the Provisions specified in the said Agreement; and the Conveyance to be granted by the said Senatus Academicus and Principal and Professors to the Company may be in the Form annexed

annexed to the said Agreement; and such Conveyance being duly executed, and being duly registered in the Registers mentioned in the said Form, which the respective Keepers of the said Registers are hereby authorized and required to do, shall give and constitute a good and undoubted Right and complete and valid Feudal Title in all Time coming to the Company, and their Successors and Assignees, to the said College and Lands, any Law or Custom to the contrary notwithstanding.

Provision as to Diversion of the Monkland Canal belonging to the Forth and Clyde Navigation.

54. Whereas the Railway first above described is intended to pass under the Canal commonly called the *Monkland* Canal belonging to the Company of Proprietors of the *Forth and Clyde* Navigation, herein-after called the *Forth and Clyde* Canal Company: And whereas such passing under the said Canal cannot be executed without a Diversion of the said Canal: The Company, before they shall enter upon or interfere with the Lands, Canal, or other Works belonging to the said Canal Company, shall make and execute the following Works, and do the other Acts herein-after specified:

(1.) A permanent Diversion of the said Canal as near to the Southern Limits of Deviation delineated upon the said Plan as may be agreed upon between the Company and the *Forth and Clyde* Canal Company, and according to Plans and Sections to be approved of by the *Forth and Clyde* Canal Company; and the said Diversion of the said Canal shall be at least Fifty Feet in Breadth at the Surface through its whole Course, and Seven Feet in Depth, with a Wall in the Towing-path Slope of the said diverted Canal, or the Company shall set such Towing-path Slope with Flagstones similar to the Flagstone Facing in the existing Canal, and the said Canal shall be as capable of conveying the Trade of the Canal as speedily and advantageously as the present Line of the said Canal where so diverted:

(2.) A proper Towing-path of at least Fifteen Feet in Breadth from the Margin of the Canal to a Stone Wall to be built by the Company along the outward Side of the Towing-path:

(3.) The Canal Wharves which shall be removed by the Diversion of the Canal shall be replaced by Wharves to be constructed by the Company on the diverted Canal, and such Wharves shall be in all respects as efficient as the Wharves on the existing Canal, and Accesses or Roads shall be constructed from the said Wharves to the *Millbank* Works within the said Limits of Deviation in all respects as good as the Access or Roads from the present Wharf to the *Millbank* Works:

(4.) The Aqueduct to carry the diverted Canal over the Railway, besides giving the Canal and Towing-path of the Breadth before specified, shall be constructed so as to extend so far to the

the Northward as to give Twelve Feet of level Bank for a Road or Path between the Water of the Canal and the Northern Parapet of the Aqueduct:

(5.) The *Forth and Clyde* Canal Company shall have Power, if they think it desirable to do so, to construct a Road Bridge over the Railway at a Point at or near to where the centre Line of Railway hereby authorized is intended to cross the present Line of Canal:

(6.) The Company shall legally vest in the *Forth and Clyde* Canal Company the Ground on which the diverted Canal and Works shall be formed, as well as the whole Ground lying between the diverted Canal and the existing Canal, excepting so much thereof as may be required for the Construction of the Railway and Works of the Company hereby authorized:

(7.) The existing Canal shall remain open up to a Point at or near to where the centre Line of Railway is intended to cross the present Line of Canal, and shall continue the Property of the Canal Company as well as the other Ground, excepting only the Ground occupied by the Line of Railway and Works of the Company:

(8.) The permanent Diversion of the Canal, and all the Works in connexion therewith or relative thereto, including Towing-paths and Accesses, shall be completed within Two Years from the passing of this Act:

(9.) The Diversion of the Canal and the Works connected therewith, including the Towing-paths, Wharves, Accesses, and other Works, shall be executed at the Sight and to the Satisfaction of *John Frederick Bateman*, Civil Engineer, *London*, or *James Leslie*, Civil Engineer in *Edinburgh*, and, failing both of them, of an Engineer to be appointed by the said Canal Company; and if on being filled with Water the said Diversion shall remain free from any Leakage for Two Months or other shorter Period as the said Engineer shall think sufficient, the same shall, under an Order in Writing from the said Engineer, be then opened for Traffic, and so much of the said Canal as the said Diversion is substituted for may be closed, except as herein-before specified:

(10.) All the said Works shall be executed at the Expense of the Company, according to the Plans to be approved by the said Engineer, and the Company shall also pay the Fees and Expenses of and incurred by the said Engineer in relation to the Works.

The Works to be completed and upheld at

55. The aforesaid Operations shall be carried on, completed, and upheld at the sole Risk of the Company, who shall be liable for all Damages occasioned to the Canal and Works connected therewith belonging

belonging to the said Canal Company, or to the Traders on the Canal or to the adjoining Country, by or in consequence of the Operations of the Company, whensoever such Damages may occur; and the Portion of the said Canal which shall be so diverted or altered by the Company, including all Works and Buildings therewith connected at present in existence, or which may hereafter be formed by the Company, shall be maintained by them in all Time coming in a State of perfect Repair, free from all Leakage.

the Risk of the Railway Company.

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

Works of Railway Company not to impede Traffic on Canal.

57. If there shall be any Leakage in the said Diversion of the said Canal, or if the said Diversion and the Works connected therewith respectively shall not be kept in a State of complete Repair, and if the Company shall not, within Twenty-four Hours after written Notice of such Leakage or Disrepair to the Chairman or Secretary of the Company, forthwith proceed to execute the Works necessary for the Removal of such Leakage, or for completely repairing the said Diversion of the Canal and Works connected therewith, then the said Canal Company are hereby empowered to perform all such Operations as may be necessary for any of the above Purposes at the Risk of the Company, and that without Prejudice to the Right of the said Canal Company to recover the Amount of all actual Damage which may be done by such Leakage or Disrepair, or in their Option liquidated Damages, at the Rates herein-before provided, so long as such Leakage or Disrepair shall continue, both before and after the giving of such Notice as aforesaid, and during the Currency thereof; and the said Canal Company shall be entitled to recover from the Company the

Provisions as to Leakage and Repair of Canal.

Expense of all Operations which may be performed by them in removing such Leakage or in making such Repairs, and in default of Payment of such Expense, and of such actual or liquidated Damages, the same may be recovered as herein-before provided with reference to Damages for impeding the Passage along the said Canal.

Saving Rights of Forth and Clyde Navigation Company.

58. Nothing in this Act contained shall alter, prejudice, affect, or take away any of the Rights, Powers, Privileges, or Authorities vested in the said Canal Company, or shall authorize or empower the Company to enter upon or interfere with any Part of the Lands, Canal, or other Works of the said Canal Company, or to alter the Line of the said Canal or Towing-path, except as herein provided, or to purchase or to take any Lands belonging to the said Canal Company without their previous Consent in Writing, or to alter the Level or reduce the Breadth of the Canal or Banks or Towing-path, or any Part thereof, or the Depth of the said Canal, or in any Manner to obstruct or impede the Use of the said Canal or Towing-path, or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Water in the said Canal, or of any Stream or other Supply of Water which is now used or which may be taken for the Use thereof, and it shall not be lawful for the Company, in constructing their Railway under the said Canal, to leave less than a clear Depth in the said Canal of Seven Feet below the Top-water Level of the same: Provided nevertheless, that nothing herein contained shall prevent the Company from carrying into execution the Powers of this Act for constructing and from Time to Time repairing and maintaining the said Railway where it shall pass under the said Canal.

Vesting Deviation of Paisley Canal in the Company of Proprietors of that Canal.

59. The Deviation of the *Glasgow, Paisley, and Ardrossan* Canal hereby authorized, when completed, shall vest in and belong to the Company of Proprietors of the *Glasgow, Paisley, and Ardrossan* Canal (herein-after called the *Paisley* Canal Company), and be deemed to be and become a Part of their Undertaking, and subject to the Provisions of the Acts regulating the same.

Providing for Execution of Works of Deviation of Paisley Canal.

60. The Works of and connected with the new or deviated Portion of the last-mentioned Canal shall be done on the most approved Principle and in the most substantial Manner, and by and at the sole Risk and Expense of the Company, and the new or deviated Portion of Canal shall be in all respects as convenient for the *Paisley* Canal Company as the present, and shall be maintained by the Company in good Repair, and free of Leakage, for One Year after the same shall be opened for Traffic, and such Works shall be executed and so maintained at the Sight and to the Satisfaction of *James Leslie*, Civil Engineer, *Edinburgh*, whom failing, of an Engineer to be appointed by

by the *Paisley* Canal Company, and according to Plans and Specifications to be approved of by the said Engineer; and if on being filled with Water the said Diversion shall remain free from any Leakage for Two Months, or such other shorter Period as the said Engineer shall think sufficient, the same shall, under an Order in Writing from the said Engineer, be then opened for Traffic, and so much of the present Canal as the said Diversion is substituted for may thereupon be closed; and the Company shall also pay the Charges and Expenses of and incurred by the said Engineer in relation to the Works, and of and connected with giving the *Paisley* Canal Company a valid Title to the new or deviated Canal and Pertinents.

Providing for carrying on Traffic on Canal.

61. During the Time of the Construction of the Works in relation to the Deviation of the said *Paisley* Canal, which Time shall not exceed Twelve Months, the Traffic on the Canal shall not be interrupted, and the Works shall be so carried on as to leave at all Times a clear Waterway sufficient for the Passage of a Boat Ten Feet wide, drawing Four Feet Six Inches of Water, and a Towing-path of not less than Six Feet wide; and in case the Traffic shall be interrupted the Company shall pay to the *Paisley* Canal Company, as by way of ascertained Damages, the Sum of Five Pounds for every Hour during which such Interruption shall continue for the first Forty-eight Hours, but if beyond Forty-eight consecutive Hours then the Sum of Ten Pounds for every Hour during which such Interruption shall continue after such first Forty-eight Hours, or, in the Option of the *Paisley* Canal Company, the actual Loss and Damage which they may sustain or incur by such Interruption.

For Protection of South Portland Street Suspension Bridge.

62. Whereas it is intended for the Purposes of Railway No. 6. to stop up *Maxwell Street*, which Street now forms a Means of Access to the *South Portland Street* Suspension Bridge: Therefore if the gross Revenue derivable from the Tolls on the said Bridge shall in any Year during the Twenty-one Years next ensuing after the Commencement of any Works for stopping up *Maxwell Street* be less than the gross annual Revenue from the said Tolls, calculated upon an Average of such gross annual Revenue for the Five Years immediately preceding the passing of this Act, the Company shall annually pay to the *South Portland Street* Suspension Bridge Trustees the Amount of any such Deficiency in the said annual Revenues: Provided always, that at any Time after the Expiration of Ten Years from the Time when *Maxwell Street* shall be so stopped up the Company may, on Notice to the said Trustees, compound with them for the Payment of such Deficiency, if any, during the Remainder of the said Period of Twenty-one Years, by the Payment to them of a Sum in gross; and if any Difference shall arise as to any of the Matters aforesaid the same shall be determined in the Manner provided by "The Railways Clauses

Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Settlement of Disputes by Arbitration.

For Protection of Property of Messrs. Carlile and Company.

63. Provided always, notwithstanding anything in this or the Acts incorporated herewith contained, that in constructing the said Railway No. 1. the centre Line thereof between a Point marked Two Miles Two Furlongs and Two Miles Six Furlongs on the said deposited Plans shall be carried in such Manner as to pass on the East Side of that Part of the *Forth and Clyde* Canal which bounds the Lands of Messieurs *Thomas Carlile* and Company on the East, and be formed in the Line and on the Place specified in an Agreement between *Walter Buchanan* Esquire and others, acting on behalf of the Company, and the said *Thomas Carlile* and Company, dated the Seventh and Ninth Days of *May* One thousand eight hundred and sixty-four, and delineated on a Plan endorsed thereon; and that in the event of the present Channel of the said Canal being diverted, that Part of the Canal which bounds the Lands of the said *Thomas Carlile* and Company shall notwithstanding be maintained and remain open in direct Communication from the Southward with the rest of the Canal, in order that the said *Thomas Carlile* and Company and their Successors may have free Access to and from the Canal from the South as presently enjoyed by them.

Company bound to acquire certain Lands in Dunlop Street, Glasgow.

64. The Company are hereby required and shall be bound to purchase and take the whole of the Lands situated in *Dunlop Street, Glasgow*, numbered on the Plans of Railway No. 6. deposited as aforesaid 207 A, 209, 210, subject to the Provisions contained in this Act and the Acts incorporated herewith.

Provision as to Bridge over River Clyde.

65. The Company shall construct the Bridge over the River *Clyde* with not more than Five Spans of Seventy-five Feet each, and with a Headway of at least Twenty-seven Feet above the Level of ordinary High Water, and in the event of the Company constructing the said Bridge with Three Spans, the general Dimensions of such Spans shall provide at least as much clear Width of Channel and Headway Space as if the Bridge had been constructed with Five Spans.

Plans of Bridge to be submitted to Engineer of Clyde Navigation Trustees and the Corporation.

66. The general Plan of such Bridge shall be submitted to the *Clyde* Navigation Trustees and the *Glasgow Bridge* Trustees respectively, and the Dimensions of so much of the said Bridge as shall be situate in or shall affect the Waterway of the River or the Bridges across the same belonging to or under the Management of the said Trustees respectively shall, subject to the immediately preceding Enactment, be settled or determined to the Satisfaction of an Engineer to be named by the *Clyde* Navigation Trustees and the *Glasgow Bridge* Trustees, and in case of any Difference of Opinion between the Engineers of the Company and the Engineer to be appointed as aforesaid,

aforesaid, the Matters at issue shall be referred to *James Leslie*, Civil Engineer, *Edinburgh*, whose Decision shall be final and binding upon all Parties.

Company not to enter upon, &c. any Part of a certain Enclosure herein named.

67. Notwithstanding anything in this or the Acts incorporated herewith contained, the Company shall not enter upon, take, or use, otherwise than by Agreement, any Part of the Enclosure or of the Church built thereon shown upon the said deposited Plans of Railway No. 4. as situate at the Corner of *Greenside Street* and *Hospital Street* in the Parish of *Gorbals*.

As to the Property of John Hutchison.

68. In the event of any of the Works by this Act authorized being carried across *Maxwell Street* in the *City* Parish of *Glasgow*, the Company shall and they are hereby required (unless it shall be otherwise agreed between the Company and *John Hutchison*, Shipowner in *Glasgow*), within Six Months after *Maxwell Street* shall be stopped as a public Carriageroad between *Argyll Street* and *Howard Street*, to construct and open a public Carriageroad between *Saint Enoch's Square* and *Maxwell Street* in the said Parish, on the North Side of the Railway, with a clear Width of not less than Twenty-one Feet, and with Gradients not steeper than One Foot in Thirty Feet, and so as to join *Maxwell Street* and *Saint Enoch's Square* on the Level thereof, or if the Company fail to construct and open such public Carriageroad in manner aforesaid they shall make Compensation to the said *John Hutchison*, or his Heirs or Successors, in the Property now belonging to him situate in *Argyll Street*, *Maxwell Street*, and *Saint Enoch's Wynd*, in the said Parish, for any Damage to or Depreciation in the Value of the said Property which may be occasioned by such Works; and the Amount of such Compensation shall, unless otherwise agreed on, be ascertained and determined in the Manner provided by "The Lands Clauses Consolidation (*Scotland*) Act, 1845," with respect to Questions of disputed Compensation authorized to be settled by Arbitration.

As to the Property of William Smith.

69. If within Three Years from the passing of this Act the Company shall not purchase and acquire the Lands now belonging to *William Smith* shown on the Plans and numbered 127, 128, 132, 134, and 135 in the Books of Reference deposited as aforesaid, applicable to Railway No. 6, the Company shall make Compensation to the said *William Smith*, or to his Heirs or Successors in the said Lands, for the Damage or Depreciation in Value, if any, which may be occasioned to the said Lands, or any Part thereof, by the Works of the Company to the West of *Stockwell Street* in the *City* Parish of *Glasgow;* and the Amount of such Compensation shall, unless otherwise agreed on, be ascertained and determined in the Manner provided by "The Lands Clauses Consolidation (*Scotland*) Act, 1845," with respect to Questions of disputed Compensation authorized to be settled by Arbitration.

As to Property of Oswald's Trustees.

70. If within Three Years from the passing of this Act the Company shall not purchase and acquire the whole of the Lands now belonging to the Trustees of Miss *Agnes Oswald* and Mrs. *Margaret Oswald*, otherwise *Macfadyean*, shown on the Plans and numbered in the Books of Reference deposited as aforesaid, including the Land numbered 139 which also belongs to the said Trustees, and lying between the following Limits, (that is to say,) between *Stockwell Street* on the East, *Great Enoch's Wynd* on the West, the centre Line of Railway on the North, and *Howard Street*, *East Howard Street*, and *Rope Walk Entry*, on the South, the Company shall make Compensation to the said Trustees, or to their Successors in the said Lands, and in the Ground Annuals and Grassums belonging to them, and payable from Lands lying within the Limits aforesaid, for the Damage or Depreciation in Value (if any) which may be occasioned by the Works of the Company to the West of *Stockwell Street* in the *City* Parish of *Glasgow* to the said Lands or any Part thereof, or to the said Ground Annuals and Grassums, or any of them; and the Amount of such Compensation shall, unless otherwise agreed upon, be ascertained and determined in the Manner provided by "The Lands Clauses Consolidation (*Scotland*) Act, 1845," with respect to Questions of disputed Compensation authorized to be settled by Arbitration.

Provision as to crossing of Cathcart Street.

71. In carrying the Railway No. 4. over *Cathcart Street* it shall not be lawful for the Company to construct the Railway, or any Part of the Works thereof, nearer to the Church usually called the *Caledonian Road United Presbyterian* Church than the centre Line of the Railway shown upon the Plans deposited with reference to this Act; and in the Construction of the Permanent Way, and also in the working of the Line, the best and most approved Means shall be taken to render the Passage of Trains at and near the said Point of crossing as noiseless as practicable; and the Bridge over *Cathcart Street* shall be made of an ornamental Character, adapted as much as possible to the Style of Architecture of the said Church.

Powers for compulsory Purchases limited.

72. 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.

Period for Completion of Works.

73. The Railways shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the incorporated Acts granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

74. It

Tolls.

74. It shall be lawful for the Company to demand any Tolls for the Use of the Railways not exceeding the following; (that is to say,)

In respect of Passengers and Animals conveyed in Carriages upon the Railways, as follows:

For every Passenger conveyed in or upon any such Carriage, the Sum of Twopence Halfpenny *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny *per* Mile:

For every Horse, Mule, and other Beast of Draught or Burden, Threepence *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny *per* Mile:

For Cattle, the Sum of One Penny Halfpenny *per* Head *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny *per* Mile:

For Calves, Pigs, Sheep, and small Animals, One Penny each *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Farthing *per* Mile:

For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on Railways, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile not exceeding Fourpence, and a like Sum of Twopence *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile not exceeding One Penny:

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads, Charcoal, Pig Iron, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, and Salt, and for all Coal, Slack, Cannel, Coke, Culm, and Cinders, the Sum of Twopence *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

For Sheet Iron, Hoop Iron, Bar Iron, and all other similar Descriptions of Wrought Iron, Twopence *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For Sugar, Corn, and other Grain, Malt, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, Nails, Anvils, Vices, and Chains, the Sum of Twopence Halfpenny *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For

For Cotton and other Wools, Drugs, manufactured Goods, Manchester Packs, and Metals (except Iron), the Sum of Threepence *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For Fish, Feathers, Canes, Cochineal, Household Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, the Sum of Fourpence *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Provided always, that with respect to all the Matters aforesaid passed over the Railways for a less Distance than Four Miles the Company may demand Toll as for Four Miles.

Tolls for propelling Power.

75. Subject to the other Provisions in this Act contained, the Tolls which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Halfpenny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulation as to Tolls.

76. For a Fraction of a Mile the Company may demand Tolls on Merchandise, Articles, Matters, or Things for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile.

Maximum Rates of Charges for Passengers.

77. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers along the Railways, including the Tolls for the Use of the Railways and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance as aforesaid, shall not exceed the following Sums which the Company are hereby empowered to demand and receive; (that is to say,)

For every Passenger conveyed in a First-class Carriage, the Sum of Tenpence:

For every Passenger conveyed in a Second-class Carriage, the Sum of Eightpence:

For every Passenger conveyed in a Third-class Carriage, the Sum of Sixpence.

For Cattle and Goods.

78. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rates of Charges to be made by the Company for the Conveyance thereof along the Railways, including the

the Tolls for the Use of the Railways and Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods, and any other Services incidental to the Business or Duty of a Carrier, when such Services or any of them are or is performed by the Company, which Sum shall in no Case exceed the Amount of maximum Rate allowed for the respective Classes of Goods, shall not exceed the following Sums which the said Company are hereby empowered to demand and receive; (that is to say,)

For every Horse, Mule, and other Beast of Draught or Burden, One Shilling and Fourpence:

For Cattle, the Sum of Ninepence *per* Head:

For Calves, Pigs, Sheep, and small Animals, Sixpence each:

For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, One and Eightpence, and a like Sum of Tenpence for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh:

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads, Charcoal, Pig Iron, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, and Salt, and for all Coal, Slack, Cannel, Coke, Culm, and Cinders, the Sum of Eightpence *per* Ton:

For Sheet Iron, Hoop Iron, Bar Iron, and all other similar Descriptions of Wrought Iron, Elevenpence *per* Ton:

For Sugar, Corn, and other Grain, Malt, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, Nails, Anvils, Vices, and Chains, the Sum of One Shilling *per* Ton:

For Cotton and other Wools, Drugs, manufactured Goods, Manchester Packs, and Metals (except Iron), the Sum of One Shilling and Twopence *per* Ton:

For Fish, Feathers, Canes, Cochineal, Household Furniture, Hats, Shoes, and Toys, the Sum of One Shilling and Sixpence *per* Ton:

For all Articles, Matters, and Things not herein-before specified, the Sum of One Shilling and Sixpence *per* Ton:

And the following Regulations shall apply to such maximum Rates and Charges:

The Company shall not be compellable to provide Waggons or Carriages for the Conveyance of Coal, Cannel, Slack, Culm, Coke, or Cinders; but where such Waggons or Carriages are not provided by the Company, a Deduction of One Eighth of a Penny *per* Ton *per* Mile shall be made from the above Rates of Carriage for as many Miles as the Company shall charge the said Rates.

Regulation as to Tolls.

79. For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

And with respect to all Articles, except Stone and Timber, the Weight shall be determined according to the Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

Tolls for small Parcels and single Articles of great Weight.

80. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls herein prescribed, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels on the Railways or any Part thereof, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel not exceeding Fourteen Pounds in Weight, Fivepence:

For any Parcel not exceeding Twenty-eight Pounds in Weight, Sevenpence:

For any Parcel not exceeding Fifty-six Pounds in Weight, Ninepence:

For any Parcel exceeding Fifty-six Pounds in Weight, but not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up as separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Six Tons, the Company may demand such Sum as they think fit, not exceeding Two Shillings *per* Ton:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Six Tons, the Company may demand such Sum as they think fit:

Restriction as to Charges not to apply to Special Trains.

Provided always, that the Restriction as to the Charges to be made for Passengers shall not extend to any Special Trains that may be required to be run upon the said Railways, but shall apply only to the ordinary

ordinary Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the said Railways.

Company may take increased Charges by Agreement.

81. Nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, other than small Parcels, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof by Passenger or other Trains, or by reason of any other special Service performed by the Company in relation thereto.

Passengers Luggage.

82. Every Passenger travelling upon the Railways may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Company not bound to carry Manure.

83. Nothing herein contained shall render it compulsory on the Company to carry on their Railway any Nightsoil, Dung, Manure, Compost, or other offensive Matters.

Power to enter into Agreements with the Glasgow and South-western Company and other Companies as to Stations, &c.

84. It shall be lawful for the Company on the one Part, and for the *Glasgow and South-western* Railway Company, the *Edinburgh and Glasgow* Railway Company, and the *Monkland* Railways Company, or any or either of the said Companies, on the other Part, to make and enter into any Contracts and Agreements for the Use by the said Companies, or any or either of them, either jointly or separately and exclusively, of any Station or Stations and Depôts, or of any Parts of any Station or Stations and Depôts, belonging to or to be made and acquired by the Company, and generally to enter into and carry into effect such Arrangements in reference to the Rates or other Remuneration to be paid for the Use thereof as may be mutually agreed upon between the Company and the said other Companies, or any or either of them; and every such Contract, Agreement, or Arrangement may contain such Stipulations and Provisions as may be mutually agreed upon between the Companies Parties thereto respectively.

Power to make Traffic Arrangements with other Companies.

85. Subject to the Conditions and Provisions of Part III. of "The Railways Clauses Act, 1863," the Company and the *Glasgow and South-western* Railway Company, the *Edinburgh and Glasgow* Railway Company, and the *Monkland* Railways Company, or the Company, and any or either of the said last-named Companies, may

from

from Time to Time make any Contracts and Agreements with respect to the following Purposes, or any of them; (that is to say,)

1. The Use and Working by any of the said last-named Companies of all or any Part of the Railways hereby authorized, and the Stations, Sidings, Watering Places, and other Works and Conveniences belonging thereto:
2. The Conveyance by the said last-named Companies, or any of them, of all or any Part of the Traffic passing upon or over the Railways hereby authorized, or any Part thereof:
3. The Supply of any Rolling or Working Stock to the Company:
4. The Accommodation, Booking, Conveyance, Forwarding, Interchange, and Management of Traffic on, to, from, and beyond the Railways of the said respective Companies, or any Part thereof respectively:
5. The Division between the Companies Parties to any such Contracts and Agreements of the Profits and Receipts arising from such Traffic, or any Part thereof:
6. The Tolls, Rates, Duties, and Charges, Rent or other Consideration, to be charged in respect of such Traffic, and the fixing and Apportionment of such Tolls, Rates, Duties, and Charges, Rent or other Consideration, or any of them.

As to Settlement of Disputes by Arbitration.

86. If any Differences shall arise between the Companies respecting any of the Objects and Purposes of any Contract, or any other Matter whatsoever arising out of such Contract, or out of the Provisions of this Act, not herein-before specially provided for, such Difference shall from Time to Time be referred to Arbitration in the Manner prescribed by "The Railway Companies Arbitration Act, 1859:" Provided always, that it shall be lawful for the Companies in the first instance to agree on the Appointment of a single Arbitrator or Umpire, whose Award shall be binding upon them.

Providing for Completion of Railway.

87. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Sixty-four thousand Pounds, being Eight *per Centum* on the Amount of the Estimate of the Expense of the Railways authorized by this Act, has been deposited in the *Union* Bank of *Scotland* in the Name and with the Privity of the Queen's Remembrancer of the Court of Exchequer in *Scotland* in respect to the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Sixty-four thousand Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except under the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant

Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the said Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the said Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Sixty-four thousand Pounds shall have been executed by the said Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Sixty-four thousand Pounds if the said Company shall not, within the Time limited for the Completion of the said Railways, either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said

Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Saving Rights of present Town Clerks of Glasgow.

88. Nothing in this Act contained shall affect the Rights of the present Town Clerks of *Glasgow*, or preclude them, as statutory Keepers of the Register of Sasines of the Burgh, from exacting the same Fees in respect of or in lieu of expeding Infeftments, or recording Conveyances of heritable Subjects therein, that they were legally entitled prior to the passing of this Act to exact in respect of such Infeftments or Conveyances or Transmissions of such heritable Subjects.

Railway not exempt from Provisions of present and future General Acts.

89. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates and Charges for small Parcels, authorized by this Act.

Expenses of Act.

90. All Costs, Charges, and Expenses connected with the passing of this Act shall be paid by the Company.

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SCHEDULE referred to in the foregoing Act.

THIS AGREEMENT entered into and executed by and between the Senatus Academicus of the University of Glasgow and the Very Reverend Thomas Barclay, Doctor of Divinity, Principal of the University and College of Glasgow; the Reverend John Caird, Doctor of Divinity, Professor of Theology; Robert Buchanan, Professor of Logic and Rhetoric; the Reverend William Fleming, Professor of Moral Philosophy; Edmund Law Lushington, Professor of Greek; Andrew Buchanan, Doctor of Medicine, Professor of the Institutes of Medicine; John Macmichan Pagan, Doctor of Medicine, Professor of Midwifery; Harry Rainy, Doctor of Medicine, Professor of Forensic Medicine; George Arnott Walker Arnott, Doctor of Medicine, Professor of Botany; William Thomson, Doctor of Laws, Professor of Natural Philosophy; Allen Thomson, Doctor of Medicine, Professor of Anatomy; Hugh Blackburn, Master of Arts, Professor of Mathematics; the Reverend Duncan Harkness Weir, Master of Arts, Professor of Oriental Languages; Thomas Thomson Jackson, Doctor of Divinity, Professor of Ecclesiastical History; Thomas Anderson, Doctor of Medicine, Professor of Chemistry; George Skene, Advocate, Professor of Laws; John Alexander Easton, Doctor of Medicine, Professor of Materia Medica; William John Macquorn Rankine, Doctor of Laws, Professor of Civil Engineering and Mechanics; Henry Darwin Rogers, Doctor of Laws, Professor of Natural History; Robert Grant, Professor of Practical Astronomy; Joseph Lister, Professor of Surgery; Anderson Kirkwood, Professor of Conveyancing; John Nichol, Professor of English Language and Literature; William Tennant Gairdner, Doctor of Medicine, Professor of Medicine; the Reverend William Purdie Dickson, Professor of Biblical Criticism; and George Gilbert Ramsay, Professor of Humanity; all in the said University and College, and constituting the Senatus Academicus of the said University, of the First Part; and Sir Andrew Orr, James Lumsden, Henry Dunlop, John Orr Ewing, James Reid Stewart, and James King, all Merchants in Glasgow, and Walter Macfarlane, Ironfounder in Glasgow, on behalf of themselves and of the other Promoters of a Bill now depending in Parliament, intituled "A Bill for making and maintaining the City of Glasgow Union Railway, "and for other Purposes," whereby it is proposed to incorporate a Company to be called "The City of Glasgow Union Railway Company," of the Second Part; witnesseth, that whereas it is proposed by the said Bill to authorize the said City of Glasgow Union Railway Company to construct the Railway and Works therein described, and, inter alia, the Railways Numbers 1 and 8 which are intended to pass through or into the Lands belonging to and occupied by the said First Party, and forming the present College and Gardens, and delineated and coloured Red on a Plan docquetted and signed by the Parties as relative hereto, and also the unfeued Lands belonging to the said First Party laid out for Building Purposes lying to the Eastward of the Molendinar Burn and South of Duke Street, and delineated and coloured Blue on the said Plan,

Plan, all situated within the Parishes of Blackfriars and St. John of and in the City of Glasgow, extending in whole to Twenty-five Acres Three Roods and Thirty-seven Poles or thereby; and it is also intended by the said Bill to authorize the said City of Glasgow Union Railway Company to enter upon, use, and take for the Purposes of the said Railway and Works, or of the Station connected therewith, the said College, and the Lands, Houses, and Buildings connected therewith, including the Buildings containing the University Library and the Hunterian Museum, and the Buildings used for the Meetings of the said College and University and of the Senate of the same respectively, and the Buildings occupied as the Dwelling Houses of the Principal and Professors of the said College: And whereas the said Second Parties, acting on behalf of the said Company proposed to be incorporated as aforesaid, have agreed that in the event of the said Bill passing into a Law the said Company shall pay to the said First Party the Sum of One hundred thousand Pounds as the Price and Value of the said College, and Lands, Houses, and Buildings connected therewith, which Sum is to be applied by the said First Party in or towards purchasing or acquiring a suitable Site for a new College in or near Glasgow, and erecting thereon appropriate Buildings containing adequate and complete Accommodation for the said University and College, including Dwelling Houses for the Principal and such of the said Professors as at present have Right to the Occupation of Dwelling Houses attached to their Chairs, and in transferring to such Buildings the whole moveable Property in and upon the present College and Buildings: And whereas the said First Party have, subject to the Authority of Parliament being obtained for that Purpose, agreed to the said Sale being effected as herein-after mentioned: Therefore the Parties hereto have agreed and hereby agree to the Articles and Conditions following; namely,

First, that in the event of the said Bill receiving the Royal Assent the said Parties hereto of the Second Part bind and oblige the said Company to pay to the said First Party, or to their Successors in Office as Principal and Professors foresaid, or to their Quorum, the Sum of One hundred thousand Pounds Sterling by the following Instalments, videlicet, Twenty-five thousand Pounds on the Expiry of Six Months from the Date on which the said Bill receives the Royal Assent, the Sum of Twenty-five thousand Pounds on the Expiry of One Year and Six Months from the said Date of Royal Assent, the Sum of Twenty-five thousand Pounds on the Expiry of Three Years from the said Date of Royal Assent, and the remaining Twenty-five thousand Pounds on the Expiry of Four Years from the said Date of Royal Assent, with Interest at the Rate of Five Pounds per Centum per Annum on each of the said Instalments from the Date on which the same becomes payable until Payment, and One Fifth Part more of each Instalment of liquidated Penalty in case of Failure in Payment as aforesaid, and the said Instalments shall be paid as the same fall due by the said Company into the Branch of the Bank of Scotland at Glasgow to the Credit of an Account in the joint Names of the Crown Agent for the Time being and William Henry Hill, Factor for the said University and College, or any other Person to be named by or on behalf of the said First Party, and subject to such Orders as may be given by the said First Party, and approved of by Her Majesty's Advocate, and the said Company shall not be in any way concerned with or bound or entitled to see to the Application of the said Sum of One hundred thousand Pounds, or any Part thereof.

Secondly,

Secondly, on Payment of the First Instalment of the said Price being made as aforesaid the said Company shall be entitled to take possession of the Portion of the Lands belonging to the said First Party which lies to the Eastward of the Molendinar Burn; and on Payment of the said Second Instalment being made as aforesaid the said Company shall be entitled to take possession of a further Portion of the said Lands situated to the Eastward of the dotted Line A B C marked on the said Plan, and not being less than One hundred Feet distant from and to the East of the Hunterian Museum; and in case of their taking possession of either of the said Portions of the said Lands, the said Company shall be bound and obliged at one and the same Time securely to fence off and separate by a close Fence at least 8 Feet high the Lands so to be taken possession of from the Remainder of the Lands belonging to the said First Party.

Thirdly, in virtue of the Powers to be conferred by the said Act the said First Party shall be bound and hereby bind and oblige themselves and their Successors in Office as Principal and Professors foresaid, upon receiving full and complete Payment of the foresaid Price of One hundred thousand Pounds, with Interest and Penalty if incurred as aforesaid, and on the Expiry of Five Years after the Date of the said Bill receiving the Royal Assent, to remove themselves and their whole Property and Effects of every Kind from the present College and Buildings, and to grant, execute, and deliver to the said Company and their Successors, at the Expense of the said Company, a Disposition in the Form hereunto annexed of all and whole the said College, and the Houses, Buildings, and Grounds connected therewith, and also the unfeued Lands belonging to the said First Party laid out for Building Purposes lying to the Eastward of the Molendinar Burn and South of Duke Street, and all situated within the Parishes of Blackfriars and Saint John of and in the City of Glasgow, extending and as delineated on the said Plan, and the said Disposition being registered in manner mentioned in the Schedule shall constitute a valid and sufficient Title to the said Company (subject to any Restrictions or Conditions which may attach to any Portion of the said Lands in favour of the Feuars or Disponees in Regent Street or Blackfriars Street), without the Necessity of the said First Party exhibiting any Writs or Title Deeds of the said College and Lands other than such as are extant and in their Possession.

Fourthly, the said First Party reserve to themselves the whole Cases, Shelves, and Fittings in the Hunterian Museum, University Library, Class Rooms, Dwelling Houses, and other Buildings, and the public Clocks and Bells, and also the Oak Panelling of the Fore Hall and the Stone Staircase leading thereto, and the Railing or Ballustrade thereof, and the Statues, Figures, and inscribed Stones in the present College and Buildings, and Liberty to remove the same to the new College to be erected as herein-after mentioned.

Fifthly, the said Sum of One hundred thousand Pounds shall be applied by the said First Party in or towards defraying the Expense of acquiring and laying out the Site for a new College and Grounds attached thereto, and erecting thereon a new College and Buildings, and Appurtenances connected therewith, including Dwelling Houses as aforesaid, according to such Plans as may be approved by the said Senatus Academicus and by Her Majesty's Advocate.

Sixthly, all Rights, Privileges, and Immunities conferred upon and attaching to the College and University of Glasgow, and the Principal, Professors, Students, and Officers thereof, by or in virtue of Royal Grant or Charter, Act of Parliament, or immemorial Usage, as well before as subsequent to the Removal of the said College under this Agreement, are hereby saved and reserved, and such Rights, Privileges, and Immunities shall not in any way be prejudiced, impaired, or affected by anything contained in the said Act or in this Agreement, or to follow thereupon respectively.

Seventhly, the First Party bind and oblige themselves and their foresaids, and the Second Party bind and oblige the said Company, to fulfil and perform each to the other their respective Parts of the Premises under a Penalty of Twenty thousand Pounds, to be paid by the Party failing to the Party performing or willing to perform the same besides Performance.

And both Parties consent to the Registration hereof for Preservation and Execution: In witness whereof these Presents, consisting of this and the Five preceding Pages written by Robert Mather, Clerk to Messieurs Loch and Maclaurin, Parliamentary Agents, Great George Street, Westminster, the Word "Second" occurring on the Twentieth Line from the Top of Page Third being written by him on Erasure, are, alongst with the Schedule hereto annexed, subscribed in Duplicate by the said Very Reverend Doctor Thomas Barclay, Principal, Professor Allen Thomson, and Professor Anderson Kirkwood, Three of the Commissioners appointed at a Meeting of the Senate of the University of Glasgow held on the Fourteenth Day of April Eighteen hundred and sixty-four, with full Power to represent and act for the College and University in all Matters relating to the Sale and Disposal of the College Buildings and Grounds, and to conclude an Agreement for the Sale thereof, any Two of the Commissioners appointed by the said Meeting being declared a Quorum, and by the said Sir Andrew Orr, John Orr Ewing, and James King, for themselves and on behalf of the other Promoters of the Bill for incorporating the said City of Glasgow Union Railway Company, all at Westminster upon the Twenty-fourth Day of May Eighteen hundred and sixty-four before these Witnesses, Alexander Bennett McGrigor and James Mitchell, both Writers in Glasgow.

(Signed) T. Barclay, Principal.
Allen Thomson.
Anderson Kirkwood.
Andrew Orr.
John Orr Ewing.
James King.

(Signed) Alex. B. McGrigor, Witness.
James Mitchell, Witness.

Schedule or Form of Disposition referred to in the foregoing Agreement.

We, the Senatus Academicus of the University of Glasgow, and we, the Very Reverend Doctor Thomas Barclay, Principal, &c. &c., in consideration of the Sum of One hundred thousand Pounds now and formerly paid to us by the City of Glasgow Union Railway Company, incorporated by "The City of Glasgow Union Railway Act, 1864," and in virtue of the Powers therein contained, and in pursuance and implement of our Part of the Agreement thereby confirmed, and in Terms thereof, do hereby sell, dispone, and convey to the said Company

Company and their Successors for ever all and whole [*here describe the Lands*], together with all the Buildings thereon, and the Appurtenances thereto belonging, and all our Right, Title, and Interest in and to the same and every Part thereof, to be holden the said Lands and others by the said Company and their Successors for ever according to the true Intent and Meaning of the said Act, and we grant absolute Warrandice, subject to the Qualification that this Warrandice shall be from Fact and Deed allenarly in so far as concerns us the individual Granters hereof personally; and we consent to the Registration hereof for Preservation, and also in the Register of Sasines for the Burgh of Glasgow, and in the General or Particular Register of Sasines for Publication.

In witness whereof, &c. [*Testing Clause according to the Law of Scotland.*]

(Signed) T. Barclay, Principal.
Allen Thomson.
Anderson Kirkwood.
Andrew Orr.
John Orr Ewing.
James King.

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