CHAP. lxxxi.

An Act to confer further powers on the City of Glasgow Union Railway Company, the Glasgow and South-western Railway Company, and the North British Railway Company. [12th July 1869.]

A.D. 1869.

WHEREAS, by the "City of Glasgow Union Railway Act, 1864," (herein-after called "the firstly recited Act,") the City of Glasgow Union Railway Company (herein-after called "the Company") were incorporated, and were authorized to make and maintain railways to connect the railways which terminate on the north and south sides of the river Clyde at Glasgow, with stations in Glasgow connected therewith; and they were authorized to raise by shares nine hundred thousand pounds and on loan three hundred thousand pounds: 27 & 28 Vict. c. cclxxxvi.

And whereas by "The City of Glasgow Union Railway Act, 1865," (herein-after called "the secondly recited Act,") the Company were empowered to make certain deviations of their authorized railways, to construct a railway to the harbour of Glasgow, and to raise by shares one hundred and fifty thousand pounds and on loan fifty thousand pounds, in addition to the sums authorized to be raised by the firstly recited Act: 28 & 29 Vict. c. ccxlvii.

And whereas by "The City of Glasgow Union Railway Act, 1867," (herein-after called "the thirdly recited Act,") the Company were empowered to make a further deviation of their authorized railway, to construct certain new railways, and to raise by shares sixty thousand pounds and on loan twenty thousand pounds, in addition to the sums authorized to be raised by the firstly and secondly recited Acts: 30 & 31 Vict. c. clxvi.

And whereas it is expedient that the Company be empowered to make deviation railways in substitution for portions of their railways Nos. 1 and 2 authorized by the secondly recited Act, and that they should be empowered to abandon portions of their authorized railways and works:

A.D. 1869.

And whereas it is expedient to authorize an extension by the Company of the deviation of the Glasgow, Paisley, and Ardrossan Canal (herein-after called "the Paisley Canal"), in the parish of Govan, and the abandonment of a part of the deviation of that canal which the Company are by the secondly recited Act authorized to make:

And whereas it is expedient that the Company should be authorized to purchase certain additional lands for the purposes of their undertaking:

And whereas plans and sections of the said deviated lines of railway, and of the intended extension of the deviation of the said canal, showing the lines and levels thereof respectively, with a book of reference to the plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of the lands to be taken for the purposes of this Act, have been deposited with the principal sheriff clerks of the counties of Lanark and Renfrew, and the said plans, sections, and book of reference are in this Act referred to as the deposited plans, sections, and book of reference:

And whereas by "The Edinburgh and Glasgow Railway (Coatbridge Branch) Act, 1865," (herein-after called the fourthly recited Act,) the Edinburgh and Glasgow Railway Company (herein-after called "The Edinburgh and Glasgow Company") were empowered to construct a railway commencing on the east side of the High Street in the City of Glasgow, near the point where the new vennel joins High Street, passing through or into the College of Glasgow and the lands connected therewith or a portion thereof, and terminating by a junction with the Monkland Railways, in the parish of Old Monkland (which railway is herein-after called "the Coatbridge Railway"):

And whereas the powers conferred upon the Edinburgh and Glasgow Company by the fourthly recited Act are now vested in the North British Railway Company (herein-after called "the North British Company"):

And whereas the railways of the Company and the said railway authorized by the fourthly recited Act will be so constructed as to connect with each other, and to form portions of a continuous line of communication, and it has been agreed between the Company and the North British Company that certain portions of the said railways should be vested in the Company and the North British Company as joint owners, and it is expedient that such agreement should be confirmed, and that railway No. 2 authorized by the thirdly recited Act should be abandoned:

And whereas the whole shares into which the capital authorized by the firstly recited Act is divided have been subscribed, but none

of the shares into which the capital authorized by the secondly and thirdly recited Acts respectively is divided have yet been subscribed:

And whereas thirty thousand shares, representing three hundred thousand pounds, are held by the Glasgow and South-western Railway Company (herein-after called "the South-western Company"); thirty thousand shares, representing three hundred thousand pounds, are held by the North British Company; and of the remaining thirty thousand shares, representing three hundred thousand pounds, fourteen thousand shares, representing one hundred and forty thousand pounds, are held by the South-western Company, six thousand shares, representing sixty thousand pounds, are held by certain individuals, and ten thousand shares, representing one hundred thousand pounds, have been forfeited in respect of non-payment of the calls thereon:

And whereas by virtue of powers conferred by the thirdly recited Act the Company, at an extraordinary general meeting held on the twenty-first day of August one thousand eight hundred and sixty-eight, resolved to attach and did attach a perpetual fixed preferential dividend of five pounds per centum per annum to the last-mentioned thirty thousand shares in the Company, (herein-after called the "(A) preferential shares,") to accrue from and after the first day of February one thousand eight hundred and sixty-nine, upon the amount paid for the time upon such shares respectively, without any contingent advantages, and resolved that the remaining sixty thousand shares authorized by the firstly recited Act and held by the South-western Company and the North British Company respectively should be entitled to all the residue of free income accruing to the Company:

And whereas the "(A) preferential shares" are entitled, subject to the provisions of the recited Acts relating to the Company and the Acts incorporated therewith, with reference to the payment of interest on the mortgage debt or borrowed money of the Company, to receive the said perpetual preferential dividend out of the revenue received by the Company from the Company or Companies using the stations of the Company, so far as the same may be sufficient, and if insufficient, then out of the other income of the Company:

And whereas the "(A) preferential shares," to the extent of one hundred and forty thousand pounds, held by the South-western Company as aforesaid, were agreed to be and were subscribed and taken on the footing that the monies paid in respect thereof should be applied exclusively towards the construction of a passenger station and station accommodation at or near Dunlop Street in Glasgow (which station and station accommodation are herein-

A.D. 1869.

after called "The Saint Enoch Station"), and that the sum of seven thousand pounds per annum, being a sum equivalent to interest at the rate of five pounds per centum per annum on the said sum of one hundred and forty thousand pounds, and also whatever additional sum should from time to time be paid by the South-western Company by reason of any guarantee which they should give under the powers by this Act granted to them in respect of the said (A) preferential shares, other than the shares held by them as aforesaid, should be deemed and held to be payments made by the South-western Company towards the cumulo rent of the Saint Enoch Station, and should be credited or paid to them in manner hereinafter provided:

And whereas the "(A) preferential shares," to the extent of one hundred thousand pounds, which have been forfeited as aforesaid, may be cancelled by the Company:

And whereas under an agreement scheduled to the firstly recited Act, the Company acquired from the University of Glasgow certain lands at Glasgow (herein-after called "The College Station Ground"), at the price of one hundred thousand pounds; and whereas by the "Edinburgh and Glasgow Railway (City Union) Act, 1865," the Edinburgh and Glasgow Company and the Company were authorized to enter into agreements for the use, lease, or purchase by the Edinburgh and Glasgow Company of any portions of the College Station ground which the Company were empowered to acquire as aforesaid; and on such agreement being made and on payment of the price agreed on in the case of a purchase, the Company were authorized to grant and execute in favour of the Edinburgh and Glasgow Company all such deeds as might be necessary to secure to that Company the use agreed on, or to vest in them the full right as owners or lessees of the portions of the College Station ground agreed to be purchased or leased, as the case might be; and the Edinburgh and Glasgow Company were authorized to form a station on the said portions of the College Station ground, with all proper conveniences; and it is provided that the said station, when formed, should be part of the undertaking of the Edinburgh and Glasgow Company:

And whereas by the said agreement between the South-western Company, the Edinburgh and Glasgow Company, and the Company, subsequently confirmed and scheduled to the secondly recited Act, the North British Company, as coming in the place of the Edinburgh and Glasgow Company, have right in perpetuity to one half of the College Station ground for the purposes of their own undertaking, in respect of the annual payment therein provided, being five pounds

per centum per annum on the cost price of at least one half of the said ground:

And whereas it has been agreed on between the Company, the South-western Company, and the North British Company, that the remaining half of the College Station ground should be apportioned and the same has been apportioned between the South-western Company and the North British Company, according to a plan subscribed by the chairmen of those two Companies and the Company, and it has also been agreed that each of the last-mentioned Companies should pay to the Company a rent for the ground so apportioned to them, equal to five pounds per centum per annum in perpetuity on the value of the ground occupied by them respectively in the relative proportion which such value bears to the cost of the whole College Station ground:

And whereas the total annual payment by the South-western Company and the North British Company to the Company in respect of the College Station ground as aforesaid amounts in cumulo to the sum of five thousand pounds per annum in perpetuity, and it has been agreed that the same shall form and be constituted a ground annual or rentcharge payable by those Companies respectively to the Company, in the proportion which the relative value of the portions of ground occupied by each Company bears to the cost of the whole of the College Station ground, as the same may be determined by arbitration in manner herein-after provided:

And whereas it has been agreed between the Company and the South-western Company and the North British Company that the money to be raised by means of new stock to be issued in lieu of the shares forfeited as aforesaid should be applied exclusively towards payment of the purchase price of the lands so acquired for the College Station, and that such new stock should be formed into a separate stock, to be called "College Station Stock," and that a real lien and security should be created in favour of the holders of the said stock for payment of the dividends accruing thereon, as after provided, on and over the ground annual or rentcharge to be constituted as aforesaid on the College Station ground, payable by the Companies respectively using the same, preferably as regards such rents to all other debts, liabilities, debentures, and engagements of the Company: And whereas the South-western Company and the North British Company are, with the exception of the holders of the six thousand (A) preferential shares herein-before specified, the sole shareholders in the Company, and the South-western Company have agreed to guarantee and secure the payment of the perpetual fixed preferential dividend attached to the said six

A.D. 1869.

thousand shares under the powers herein-after conferred: And whereas, with a view to enabling the Company forthwith to raise the said sum of one hundred thousand pounds, it is expedient and will be for the advantage of the Company and the South-western Company and the North British Company that the Company should be authorized to create such College Station Stock:

And whereas no money has yet been borrowed by the Company on mortgage, and it is expedient that the South-western Company and the North British Company should be empowered to guarantee the interest of the monies which may be borrowed by the Company to the extent and on the conditions herein-after provided:

And whereas it is expedient that some of the powers and provisions of the recited Acts should be amended, extended, and enlarged, as herein-after mentioned:

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

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

Short title.

1. This Act may be cited for all purposes as "The City of Glasgow Union Railway Act, 1869."

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

2. "The Lands Clauses Consolidation (Scotland) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (Scotland) Act, 1845," "The Railways Clauses Act, 1863," Part I. relative to construction of a railway, and "The Companies Clauses Act, 1863," Part I. relative to cancellation and surrender of shares, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction:

The expression "the railway" or "the railways" respectively mean the deviation railways authorized by this Act:

The expression "court of competent jurisdiction" contained in this Act or any Act incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

A.D. 1869.

Power to construct works according to deposited plans authorized by Act and take lands.

4. Subject to the provisions of this Act, the Company may make, complete, and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways and works herein-after described, with all proper stations, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose. The railways and works herein-before referred to and authorized by this Act are :—

1. A deviation railway, three furlongs eight chains in length, commencing by a junction with the railway between Glasgow and Paisley, belonging jointly to the South-western Company and the Caledonian Railway Company, at a point thereon three hundred and fifteen yards or thereabouts, measuring in a westerly direction, along the rails thereof from the centre of the bridge which carries the road known as the Shields Road over that railway, and terminating by a junction with the deviation railway authorized by the secondly recited Act, and therein firstly described, at a point on the last-mentioned deviation railway one hundred and ten yards or thereabouts, measuring in a westerly direction, along the towing-path of the Paisley Canal, from the centre of the bridge which carries that canal over West Street, which deviation railway and works will be situate within the parish of Govan in the county of Lanark and the parish of Govan in the county of Renfrew :

2. A deviation railway, three furlongs seven chains in length, commencing by a junction with the deviation railway authorized by the secondly recited Act, and therein firstly described, at a point one hundred and twenty yards or thereabouts, measuring in an easterly direction, along the centre line thereof from the centre of the bridge which carries the Paisley Canal over West Street, and terminating by a junction with the deviation railway authorized by the secondly recited Act, and therein secondly described, at a point on the last-mentioned deviation railway forty-five yards or thereabouts, measuring in a westerly direction, along the northern boundary wall of the railway between Glasgow and Paisley belonging jointly to the South-western Company and the Caledonian Railway Company, from the centre of the bridge which carries the said Shields Road over that railway, which deviation railway and works will be situate within the parish of Govan in the county of Lanark and the parish of Govan in the county of Renfrew :

A.D. 1869.

3. An extension of the deviation of the course of the Paisley Canal, authorized by the secondly-recited Act, and therein fourthly described, in the manner shown upon the deposited plans, from a point on the said authorized deviation seventy yards or thereabouts, measuring in a westerly direction, from the centre of the bridge carrying the said deviation over West Street to a point on that canal sixty yards or thereabouts, measuring in an easterly direction, from the centre of the bridge carrying the Shields Road over that canal, which deviation will be situate within the parish of Govan in the county of Renfrew.

Additional lands.

5. The Company may also enter upon, take, and use such of the additional lands shown upon the deposited plans as they may require for the general purposes of their undertaking.

Lands for extraordinary purposes.

6. 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," for the purposes of this Act, shall not exceed two acres.

Period for compulsory purchase of lands.

7. 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 two years from the passing of this Act.

As to ground belonging to Caledonian Railway Company.

8. Nothing in this Act contained shall authorize the Company to enter upon, take, or use, without the previous consent in writing of the Caledonian Railway Company, any land belonging to that Company situate either to the northward or the southward of that portion of the joint line of railway between Glasgow and Paisley which lies between the joint passenger station at Bridge Street, Glasgow, and the point where the deviation railway No. 1 by this Act authorized joins the said joint line, except so much of the said land as is included in and forms the subject of a decree arbitral by John Marshall, Esquire, Advocate, of date nineteenth October one thousand eight hundred and sixty-eight, pronounced in arbitration between the Caledonian Railway Company and the Company.

Period for completion of works.

9. The railway shall be completed within three years from the passing of this Act, and if the railway shall not be completed within that period, then on the expiration thereof the powers by this Act granted to the Company for making and completing the railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Provision as to junction of deviation

10. The junction of the deviation railway No. 1 hereby authorized with the railway between Glasgow and Paisley belonging

jointly to the South-western Company and the Caledonian Railway Company shall be made at the point shown on the deposited plans, and at no other point, except with the consent in writing of the committee having the management for the time of the said railway between Glasgow and Paisley.

railway No. 1 with joint line of railway between Glasgow and Paisley.

11. If the committee having the management for the time of the said railway between Glasgow and Paisley see fit, either before or after the deviation railway No. 1, hereby authorized, has been formed, to construct two lines in a westerly direction, parallel to and on the south side of their existing main line, from opposite the said point of junction of the deviation railway No. 1, shown on the deposited plans, the Company shall permit all necessary alterations to be made for the purpose of connecting the deviation railway No. 1 with such parallel lines, with a view to the same being run over and used by them in lieu of the existing main line: Provided always, that such new junction, and all necessary works and conveniences connected therewith, shall be formed and maintained at the expense of the Companies owners for the time of the said railway between Glasgow and Paisley; and, in the event of such two parallel lines being made, the Company shall have and enjoy the same rights and privileges in all respects on, over, and upon the same as they now have, or are entitled to, on, over, or upon the portion of the main line for which such parallel lines are substituted.

Further provisions with reference to joint line of railway between Glasgow and Paisley.

12. The Company may make the arches of the bridge for carrying the deviation railway No. 2 hereby authorized over the public road or street numbered thirty-two, and the tramway or West Street section of the Caledonian Railway numbered thirty-one, both in the parish of Govan, on the deposited plans, of such dimensions as they think fit, not 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.

Regulating span and headway for a certain bridge.

13. The Company may stop up the diversion of Greenside Lane in the parish of Govan authorized by the secondly recited Act.

Power to stop up Greenside Lane.

14. The Company shall abandon the construction of the following portions of their authorized railways and works; (that is to say,)

First.—The portion of the deviation railway No. 1 authorized by the secondly recited Act, between the commencement and the termination of the deviation railway No. 1 by this Act authorized:

Parts of authorized railway and works to be abandoned.

A.D. 1869.

Second.—The portion of the deviation railway No. 2 authorized by the secondly recited Act, between the commencement and the termination of the deviation railway No. 2 by this Act authorized:

Third.—The railway No. 2 authorized by the thirdly recited Act:

Fourth.—The diversion of Bridgegate Street in the city parish of Glasgow authorized by the thirdly recited Act:

Fifth.—So much of the deviation of the Paisley Canal authorized by the secondly recited Act as lies between the commencement and termination of the deviation of that canal by this Act authorized.

Compensation for damage to land by entry, &c. for purposes of railways abandoned.

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

Compensation to be made in respect of portions of railways abandoned.

16. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorized to be abandoned by this Act, and which shall not be required for the purposes of any of the works by this Act authorized, full compensation shall be made by the Company to the owners and occupiers, or other persons interested in such land, for all injury or damage sustained by them respectively, by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by the "Lands Clauses Consolidation (Scotland) Act, 1845," for determining the amount and application of compensation paid for lands taken under the provisions thereof.

New lines of railway to be part of the Company's undertaking.

17. Subject to the provisions herein contained, the lands and property from time to time acquired by the Company under this Act, and the lines of railway and works connected therewith by this Act authorized to be constructed, shall, for all purposes of tolls, rates, and charges, and for all other purposes whatsoever, be part of the undertaking, railway, works, and property of the Company, as if the Company had by the firstly recited Act been authorized to acquire, make, and maintain the same.

Providing for execution of works of deviation of Paisley Canal.

18. The works of and connected with the deviation of the Paisley Canal by this Act authorized 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 the canal shall be, in all respects, as convenient for the 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 the Canal Company and the 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 Canal Company a valid title to the new or deviated canal and pertinents.

Providing for carrying on traffic on canal.

19. During the time of the construction of the works in relation to the deviation of the 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 water-way 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 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 Canal Company,

A.D. 1869.

the actual loss and damage which they may sustain or incur by such interruption.

Company not to acquire certain land.

20. Nothing in this Act contained shall authorize the Company to acquire from the Canal Company any land belonging to that Company situate within the distance of twenty-nine feet from the southmost of the main rails of the joint line of railway between Glasgow and Paisley.

Vesting deviation of Paisley Canal in proprietors.

21. The deviation of the Paisley Canal, hereby authorized, when completed, shall vest in and belong to the company of proprietors of that canal, and be deemed to be and become a part of their undertaking, and subject to the provisions of the Acts regulating the same.

Confirming agreement with North British Company as to "joint lines."

22. The minute of agreement set forth in the schedule to this Act, made between the Company of the first part and the North British Company of the second part, in reference to certain portions of their respective railways to be vested in them as joint owners (herein-after called "the joint lines"), is hereby confirmed; and all the powers, reservations, payments, agreements, and stipulations therein contained, to be exercised, made, or performed by or on behalf of the said Companies respectively, shall be binding upon the Companies respectively, and shall be exercised, made, and performed by, and may be enforced against the Companies respectively, in the same manner in all respects as if the covenants and obligations thereby entered into and come under by each of the Companies had been imposed upon them respectively, and as if the powers and privileges thereby granted had been granted by or under special enactments for that purpose in this Act contained, and the provisions of the said agreement were respectively repeated and re-enacted in this Act: Provided always, that in the event of the death or failure of both of the arbiters named in the said minute of agreement, any difference between the Companies parties thereto with respect to any question thereby referred to arbitration, or as to the true intent and meaning of the said minute of agreement, shall be decided by arbitration, to be conducted in manner prescribed by "The Railway Companies Arbitration Act, 1859."

Actions, &c. by and against the two Companies.

23. All actions, suits, indictments, and other proceedings at law or in equity, or otherwise in relation to the joint lines, which might be brought and prosecuted by or against either of the two Companies, if that Company were sole owner of the joint lines, may be brought and prosecuted by or against the two Companies jointly, or either of them separately.

A.D. 1869.

Where action brought against the Companies jointly, one Company may recover damages from the other.

24. If any action, suit, indictment, or other proceeding at law or in equity shall be brought or prosecuted against the two Companies jointly for any act or default in relation to the joint lines committed or incurred wholly or for the greater part by one of the two Companies, the other Company shall be entitled to sue the Company by which such act or default shall have been so committed or incurred, in any court of competent jurisdiction for recovery of the whole or a fair proportion of any damages, penalties, costs, or other payments to which the two Companies jointly shall have been adjudged or become liable by reason of any such action, suit, indictment, or other proceeding.

One Company entitled to recover from the other fair proportion of damages, where action is brought against either of the Companies separately.

25. If any action, suit, indictment, or other proceeding at law or in equity shall be brought or prosecuted against either of the two Companies separately, for any act or default in relation to the joint lines committed or incurred wholly or in part by the two Companies jointly, or wholly by the other Company, the Company against which such action, suit, indictment, or other proceeding at law or in equity shall have been brought or prosecuted shall be entitled to sue the other Company in any court of competent jurisdiction for recovery of the whole or a fair proportion of any damages, penalties, costs, or other payments to which the Company so sued or prosecuted shall have been adjudged or become liable by reason of any such action, suit, indictment, or other proceeding.

As to rent of St. Enoch Station payable by South-western Company.

26. The rent payable by the South-western Company to the Company for the use of the Saint Enoch Station shall be five pounds per centum per annum in perpetuity on the cost thereof, under deduction of the rents and revenues of all subjects the prices of which are included in the cost of the said station, including rents of railway arches, book stalls, refreshment rooms, stalls, and advertisements in the station, and such like, and also under deduction of the sum of seven thousand pounds per annum, and of whatever sums the South-western Company may pay in respect of any guarantee of dividend on the "(A) preferential shares," as herein-after provided; the balance of rent, if any, payable by the South-western Company, after such deductions are made, being the only liability of that Company to the Company for rent of the said station, whether in questions with any of the creditors of the Company or otherwise; provided always, that the said rent shall be subject to further reduction or extinction as herein-after mentioned.

As to rent payable by other Companies for St. Enoch

27. In the event of any other Company or Companies being admitted to the use of the Saint Enoch Station or any part thereof, the amount of rent charged by the Company to and paid by such Company or Companies shall be applied by the Company in the

A.D. 1869.

Station, and application thereof.

first place, and preferably to all debts, mortgages, and engagements of the Company, in further reducing or in extinguishing, as the case may be, the rent payable by the South-western Company to the Company in respect thereof; and in the second place, in paying to the South-western Company annually, so far as the same may extend, a dividend at the rate of five pounds per centum per annum on the fourteen thousand (A) preferential shares held by the South-western Company, and any balance that may remain after such payments are made shall be retained by the Company.

Savingrights of North British Company with respect to stations, &c.

28. The provisions of this Act with respect to the St. Enoch Station shall not prejudice or affect the rights of the North British Company with respect to stations or station accommodation under or in virtue of any agreements or arrangements now existing in relation thereto.

Interest to be paid to South-western Company till completion of St. Enoch Station.

29. Until the Saint Enoch Station and the connexion between the same and the joint line of railway between Glasgow and Paisley are completed and placed at the disposal of the South-western Company, the Company shall pay to the South-western Company interest at the rate of five pounds per centum per annum on the said sum of one hundred and forty thousand pounds, or such portions thereof as from time to time may be paid from the respective dates of payment thereof, which interest shall, in the option of the South-western Company, be imputed as payments pro tanto of the rent of the said station.

As to dividend to be paid on 14,000 (A) preferential shares.

30. No dividend, except as by this Act provided, shall be paid on the said fourteen thousand (A) preferential shares held by the South-western Company.

South-western Company to guarantee certain preferential dividends of the Company.

31. The Company shall expend the whole of the capital represented by the six thousand (A) preferential shares at present held by individuals herein-before specified in the construction of the Saint Enoch Station, so far as the same has not been already expended thereon; and the South-western Company shall guarantee and secure in perpetuity the punctual payment of the fixed preferential dividend of five pounds per centum per annum attached to the "(A) preferential shares" by the resolution of the Company passed at the aforesaid extraordinary general meeting held upon the twenty-first day of August one thousand eight hundred and sixty-eight on the said six thousand (A) preferential shares, the capital represented by which has been or will be expended as aforesaid.

South-western and NorthBritish

32. The South-western Company and the North British Company respectively shall from time to time jointly and as between

themselves, in equal proportions, guarantee and secure to any persons lending to the Company the money or any portion of the money which the Company may lawfully borrow, the punctual payment of the interest thereof, or any part of such interest, to the extent of the interest on two hundred thousand pounds of the principal of such borrowed money.

Companies to guarantee interest of the Company's mortgage debt to extent of 200,000*l.*

33. The South-western Company and the North British Company respectively shall, from time to time, out of their respective incomes applicable to dividend on their ordinary shares or stock (but not out of any other fund), discharge any monies which they may be called upon to pay upon or in respect of the guarantees by this Act authorized, and in so far as such payments are made in respect of any guarantee of interest of borrowed money they shall, to the extent of the sums paid by them respectively, be creditors of the Company in the place of the persons to whom such sums shall be so paid, and they shall respectively be entitled to the benefit of and may enforce the mortgages for securing the same held by such persons in order to effect repayment of the sum or sums so paid by them respectively, that is to say, as against the Company for repayment of the whole of said sums, and as against the other guaranteeing Company for repayment of so much of said sums not repaid by the Company on demand as may be due by the other guaranteeing Company in a question between the two guaranteeing Companies, inter se.

Providing for payment of guarantees.

34. Every guarantee granted under the powers of this Act shall be subject and without prejudice to any mortgages or bonds then charged upon or attaching to the undertakings of the South-western Company or the North British Company respectively, and to any preference or priority in payment of interest or dividend on any shares or stock theretofore granted by such Companies respectively by or in pursuance of or confirmed by any Act of Parliament, or then otherwise lawfully subsisting.

Guarantees to be subject to existing mortgages, &c.

35. The cumulo rent payable by the South-western Company and the North British Company to the Company for their respective portions of the College Station ground, including the portion thereof acquired by the Edinburgh and Glasgow Company for the purposes of their own undertaking as before recited, shall be five thousand pounds per annum in perpetuity, which sum shall be and is hereby constituted a ground annual or rentcharge and real burden on and over the College Station ground, and shall be paid and contributed by the South-western Company and the North British Company in the relative proportions which the value of the ground occupied

As to rent of College Station.

A.D. 1869.

by them respectively bears to the cost of the whole, and such proportions shall be fixed by arbitration, to be conducted in the manner prescribed by "The Railway Companies Arbitration Act, 1859."

Company to create a separate Stock to be called College Station Stock.

36. The Company shall, in terms of the arrangements between the Company and the South-western Company and the North British Company herein-before specified, create and issue in lieu of the ten thousand (A) preferential shares which have been forfeited in respect of nonpayment of calls, and which are intended to be cancelled, one hundred thousand pounds consolidated stock in the capital of the company, to be called "College Station Stock," the proceeds of which shall be appropriated exclusively to the payment of the purchase price of the lands and buildings acquired by the Company for the College Station; and the subscribers for and holders of such stock shall be entitled to a perpetual fixed preferential dividend, at the rate of five pounds per centum per annum, on the amount paid for the time thereon, and they shall be entitled to and have a real lien and security for payment of such preferential dividend on and over the rents of the College Station, payable by the Company or Companies respectively using that station, and that preferably as regards the rents of that station over all other debts, liabilities, and engagements of the Company.

College StationStock entitled only to dividends out of the profits of the year;

37. If in any year ending the thirty-first day of January there shall not be profits available for the payment of the full amount of the preferential dividend on the College Station Stock, no part of the deficiency shall be made good out of the profits of any subsequent year, or out of any other funds of the Company.

and terms on which issued to be stated on certificates.

38. The terms and conditions on which the College Station Stock is issued under this Act shall be stated on the certificates for such stock.

As to powers of borrowing money under firstly recited Act.

39. Whereas by the firstly recited Act the Company were empowered, subject to the provisions therein contained, to borrow on mortgage any sum not exceeding in the whole three hundred thousand pounds; but it was provided that no part of such sum should be borrowed until the whole of the capital of nine hundred thousand pounds thereby authorized should be subscribed, and one half thereof should have been actually paid up: And whereas up to the thirty-first day of January one thousand eight hundred and sixty-nine the sum of six hundred thousand pounds and upwards, part of such capital, had been paid up, and in consequence of the forfeiture of the "(A) preferential shares" to the extent of one hundred thousand pounds before mentioned, it would be advantageous

A.D. 1869.

to the Company if they were enabled to exercise the said power of borrowing in two instalments: Therefore, upon the certificate to be given by the sheriff, who is to certify under the provisions of the 42nd section of the "Companies Clauses Consolidation (Scotland) Act, 1845," that it has been proved to him that the whole of the sum of eight hundred thousand pounds, part of the capital authorized by the firstly recited Act, has been subscribed for bonâ fide, and one half thereof paid up, 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, the Company may borrow any sum not exceeding two hundred and sixty-six thousand six hundred and sixty-six pounds thirteen shillings and fourpence; and in like manner upon the certificate to be given by the said sheriff that it has been proved to him that the sum of one hundred thousand pounds, being the remainder of the capital authorized by the firstly recited Act, has been subscribed for bonâ fide, and one half thereof paid up, 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, the Company may borrow any sum not exceeding thirty-three thousand three hundred and thirty-three pounds six shillings and eightpence; and such two sums shall be reckoned together as the sum of three hundred thousand pounds which the Company were authorized to borrow under the firstly recited Act.

Certain lands, houses, and buildings over and adjoining railway may be held or sold by Company.

40. And whereas the Company are the owners of certain lands, houses, and buildings adjacent or near to or otherwise connected with the structure of their railways, and other lands, houses, and buildings similarly placed may hereafter belong to the Company, and the Company are also owners of certain lands, houses, and buildings adjacent or near to their stations, acquired or which may hereafter be acquired for the purpose of enlarging their stations or for making approaches thereto, and it is expedient to reserve to the Company the power and control over such lands, houses, and buildings: Therefore any lands, houses, or buildings now acquired or to be hereafter acquired by the Company, adjacent or near to the railways or works of the Company or any part thereof, or in any way connected with the structure of the railways or works and the site thereof, and any such lands, houses, or buildings as aforesaid adjacent or near to any of the stations of the Company or acquired for approaches thereto, and any yards, gardens, or premises

A.D. 1869.

attached thereto respectively, shall not be deemed superfluous lands within the meaning of "The Lands Clauses Consolidation (Scotland) Act, 1845," and the Company may hold or sell, by public sale or private bargain, and convey, either by absolute disposition or by way of feu charter, feu contract, or contract of ground annual, any such lands, houses, or buildings, or any feu duties, or charges by way of ground annual acquired by them, or they may grant leases of such lands, houses, or buildings for such term or number of years as they may think proper: Provided always, that this provision shall not be construed to alter any provision of any Act of Parliament requiring the re-sale or re-conveyance of any houses, buildings, or lands to any person, company, or corporation specifically named in such provision.

Certain lands, &c. not part of undertaking of Company charged with mortgage debt.

41. Any lands, houses, or buildings so held or leased by the Company shall not be deemed part of the undertaking of the Company charged with the mortgage debt of the Company, except such portion of the mortgage debt of the Company as may be specially charged upon such lands, houses, and buildings under the provisions herein-after contained.

Power to borrow money on mortgage of lands and buildings.

42. The Company may borrow on heritable bond, or bond and disposition in security, or mortgage of any lands, houses, or buildings and feu duties and ground annuals so held by the Company under the powers of this Act, and not forming part of the undertaking of the Company charged with the mortgage or bond debt of the Company, any sums or sum of money, and the only security for the holder of the heritable bond, or bond and disposition in security, or mortgage, shall be the lands, houses, buildings, feu duties, and ground annuals so conveyed in security or mortgage, and the proceeds of the sale of any such lands, houses, buildings, feu duties, and ground annuals shall be applied in the first place in or towards the discharge of any principal sums of money borrowed on the credit thereof.

Saving agreements.

43. The before-recited agreement between the South-western Company, the Edinburgh and Glasgow Company, and the Company scheduled to the secondly recited Act; an agreement between the North British Company, the South-western Company, and the Company, dated the nineteenth and twentieth days of February one thousand eight hundred and sixty-seven, commonly called the "Leeds Agreement;" an agreement dated the eighteenth and twenty-seventh days of March one thousand eight hundred and sixty-eight, between the Company and the South-western Company; and an agreement dated the first, fourth, and thirtieth days of

A.D. 1869.

September and seventh and fourteenth days of October one thousand eight hundred and sixty-eight, between the Company, the South-western Company, the North British Company, and Messrs. Thomas Brassey, John Kelk, and Charles Waring, so far as not inconsistent with or not otherwise carried out by this Act, are hereby saved and reserved.

Railways not exempt from provisions of present and future general Acts.

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

Expenses of Act.

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

A.D. 1869.

SCHEDULE.

Minute of Agreement between the City of Glasgow Union Railway Company of the first part, and the North British Railway Company of the second part.

The parties hereto, under reservation of the obligations and conditions of previous agreements between them in relation to the premises, in so far as subsisting and not inconsistent with the provisions hereof, have agreed, and do hereby agree, and bind and oblige themselves in manner following; that is to say,—

First.—The lines of railway forming part of the deviation railway authorized by "The City of Glasgow Union Railway Act, 1867," and therein firstly described, and of the railway authorized by "The Edinburgh and Glasgow Railway (Coatbridge Branch) Act, 1865," and therein firstly described, with all station accommodation, conveniences, and accessory works, shall between the points AA and BB respectively laid down upon a plan signed in reference to these presents by James Reid Stewart, chairman of the City of Glasgow Union Railway Company, and John Stirling, chairman of the North British Railway Company, and including the diversion of Hunter Street, be formed and constructed by the first parties hereto as shown upon the said plan, at the joint expense of the parties hereto, which expense shall include the cost of all works, lands, and buildings required for and connected therewith, to be fixed and ascertained as herein-after provided, and when so constructed such lines shall be maintained by the said first parties.

Second.—The said lines of railway between the points AA and BB shall be the joint property of the parties hereto; but the first party shall have no interest as joint owner in the tolls, rates, and charges leviable in respect of such lines upon traffic of the second party passing to or from the proposed railway No. 1 of "The Edinburgh and Glasgow Railway (Coatbridge Branch) Act, 1865," as altered and varied by subsequent Acts, or any part thereof, or over the same or any part thereof, from or to points beyond such railway, which traffic shall pass over the said lines between the points AA and BB free of toll or charge of whatever kind, as if such lines were an integral part of the said railway No. 1. With regard to the rates, tolls, and charges on all other traffic in respect of the lines between the said points the same shall exclusively belong to the first party, and shall be fixed, varied, and dealt with by them in every respect as if such lines were their exclusive property. And for the better administration of the said joint lines the management thereof shall be vested exclusively in the first parties, subject always to such regulations as to the order and precedence of trains and the working of the said lines as may be mutually agreed upon, and, failing agreement, as may be fixed by an arbitrator appointed by the Board of Trade at the instance of either party.

Third.—The diversion of Hunter Street and Barrack Street shall, within the powers of the Companies parties hereto, be executed in such manner as shall encroach to the least possible extent upon the station ground of the second parties.

Fourth.—The first parties, for behoof of the second parties, shall acquire, at the cost and expense of the second parties, such ground as they may require east of Sword Street, and which may be within the parliamentary powers of the first parties.

Fifth.—During the first ten years from the opening of the said lines described in the first article hereof the second parties shall contribute and pay to the said first parties one half of the cost of maintenance, renewals, and working charges upon the said lines of railway, stations, and other works to be constructed at the joint expense of the parties hereto, and after the expiry of that period such proportion of the cost of maintenance, renewals, and working charges thereof as may be fixed by arbitration.

Sixth.—The amount payable by the second parties under this agreement for the various works the construction of which is hereby devolved on the first parties, and for the land and buildings to be acquired, and other expenses connected therewith, shall be paid to the first party month by month, as the expenditure proceeds, according to accounts to be rendered by the first party, and shall, in case of difference, be determined by arbitration as after provided for.

Seventh.—The second parties shall be entitled to lay down and join with the said lines of railway described in the first article hereof, and with the sidings connected or to be connected therewith, such and so many sidings or branches as they may find necessary for facilitating the carriage of their traffic to or from the ground acquired or which may be acquired by them for station purposes, and the position of such junctions shall in case of difference be determined by arbitration, and the second parties shall not be liable to the first parties for any compensation in respect of land to be occupied by the junctions of such sidings and branches with the said lines or sidings of the first parties.

Eighth.—Inasmuch as the earth and other materials to be taken from the cutting to be made in forming the lines and other works described in the first article hereof will be required in the construction of the said Coatbridge Railway of the second parties, the first parties bind and oblige themselves to deposit the said earth and other materials from the said cutting at such places on the line of the said Coatbridge Railway, and in such manner, as the engineer of the second parties shall from time to time direct, any extra cost or charge incurred thereby by or to the first parties to be repaid them by the second parties, such extra cost, in case of difference, to be settled by arbitration.

Ninth.—The second parties shall have right, free of any charge by or payment to the first parties, to erect and maintain telegraph posts and wires, and to lay water and gas pipes along that portion of the line of railway specified and referred to in the first article hereof.

Tenth.—If any difference shall arise between the parties hereto with respect to any question hereby referred to arbitration, or as to the true intent and meaning of this agreement or the carrying out of the same, such difference shall be settled and determined by Thomas Elliott Harrison, Newcastle-upon-Tyne, whom failing, by John Hawkshaw, civil engineer, London.

In witness whereof, these presents, consisting of this and the preceding page, the whole being printed upon stamped paper, with the exception of this testing clause, which, after the words "In witness whereof," is written by David Wilson,

A.D. 1869. clerk to M'Grigor, Stevenson, and Fleming, writers in Glasgow, are subscribed in duplicate, as follows, viz.:—By James King, merchant, Glasgow, and Walter Macfarlane, ironfounder there, two of the directors of the said City of Glasgow Union Railway Company, and sealed with the common seal of the said City of Glasgow Union Railway Company, all at Glasgow, upon the 1st day of September in the year 1868, before these witnesses, George Tawse, Secretary to the said City of Glasgow Union Railway Company, and William Hutchison, clerk to the said George Tawse; and by Francis Maxwell, insurance broker in Glasgow, and George Harrison, merchant in Edinburgh, two of the directors of the said North British Railway Company, at Glasgow, upon the said 1st day of September, and year last mentioned, before these witnesses, Adam Johnstone, writer in Edinburgh, and Thomas Balfour, clerk to the said Adam Johnstone, the common seal of the said North British Railway Company being hereto affixed, at Edinburgh, upon the said 1st day of September, and year last mentioned, before these witnesses, James Morrison Molle and John Wilson Barrie, both clerks in the North British Railway Company's offices, Edinburgh.

(Signed) G. TAWSE, *Witness.*
(„) WILLIAM HUTCHISON, *Witness.*

Seal of the City of Glasgow Union Railway Company.

(Signed) JAMES KING, *Director.*
(„) WALTER MACFARLANE, *Directo*

(Signed) AD. JOHNSTONE, *Witness.*
(„) THO. BALFOUR, *Witness.*
(„) J. M. MOLLE, *Witness.*
(„) JOHN W. BARRIE, *Witness.*

Seal of the North British Railway Company.

(Signed) FRANCIS MAXWELL, *Director.*
(„) GEORGE HARRISON, *Director.*

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE, Printers to the Queen's most Excellent Majesty. 1869.