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An Act to authorise the Trustees of the Clyde Navigation to construct a Dock or Tidal Basin, Quays, Tramways, and other works at the Harbour of Glasgow; to abandon certain works, and to borrow additional money; and for other purposes. [20th June 1870.]

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WHEREAS an Act was passed in the twenty-first and twenty-second years of the reign of Her present Majesty, intituled "An Act to consolidate and amend the Acts relating to the river "Clyde and harbour of Glasgow," herein-after called the first-recited Act; and another Act was passed in the twenty-seventh and twenty-eighth years of the reign of Her present Majesty, intituled "An Act to enable the trustees of the Clyde Navigation "to lay down lines of rails or tramways upon and in connexion "with the quays at the harbour of Glasgow, and to borrow ad-"ditional money, to alter certain of the rates leviable by them, and "for other purposes," herein-after called the second-recited Act; and another Act was passed in the thirty-first and thirty-second years of the reign of Her present Majesty, intituled "An Act to "authorise the trustees of the Clyde Navigation to construct a "graving dock, quays, or wharfs, and other works at the harbour "of Glasgow, and to borrow additional money, and for other pur-"poses," herein-after called the third-recited Act:

21 & 22 Vict. c. cxlix.

27 & 28 Vict. c. ccxlviii.

31 & 32 Vict. c. cxxiv.

And whereas it is expedient that the trustees of the Clyde Navigation, incorporated by the first-recited Act, should be authorised to construct and maintain a dock or tidal basin, quay or wharf, road or street, and tramway on the north side of the river Clyde and harbour of Glasgow, and a quay or wharf and tramway on the south side of the said river and harbour, for the accommodation of vessels entering or using the said harbour and shipping, and discharging goods; to levy rates or tolls for the use thereof; and to

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abandon the construction of the wet dock or tidal basin at Stobcross, and quays or wharfs and other works authorised by the first-recited Act:

27 & 28 Vict. c. cclxxix. 29 & 30 Vict. c. cclxxxv. 30 & 31 Vict. c. cxlv. 31 & 32 Vict. c. cxxxix. 32 & 33 Vict. c. cxix.

And whereas by "The Edinburgh and Glasgow Railway (Extensions) Act, 1864," and "The North British Railway (Glasgow Branches) Act, 1866," the North British Railway Company were authorised to construct certain railways and works for the purpose of connecting the railways of that company with the harbour of Glasgow and the said authorised wet dock or tidal basin at Stobcross, and with the rails or tramways authorised to be constructed by the said trustees; and by "The North British Railway (General Powers) Act, 1867," and "The North British Railway (General Powers) Act, 1868," the powers conferred by the two first-mentioned Acts were altered and varied and other powers were conferred; and by "The North British Railway Act, 1869," it was provided that the said railways might form a separate undertaking of the said Company, to be called "the Stobcross undertaking:"

And whereas by the agreement between the North British Railway Company and the said trustees, set forth in the Schedule (A.) to this Act annexed, the said railways, subject to the provisions of this Act, will be formed into a separate undertaking of the said Company; and the said trustees, in consideration of the consent of the said Company to sell to them a portion of the lands at Stobcross acquired by the said Company for behoof of themselves and the Caledonian Railway Company, which is required for the construction of the said dock or tidal basin, and of the advantage to be derived by the undertaking of the said trustees from the connexion to be made between the said harbour and dock and the said rails or tramways authorised by the second-recited Act and this Act, and the railways of the North British Railway Company and the Caledonian Railway Company, are willing to subscribe or contribute to the formation of the said connexion and the construction of the said Stobcross undertaking; and it is expedient that the said agreement should, except as herein-after provided, be sanctioned and confirmed:

And whereas it is expedient that the said trustees should be authorised to borrow a further sum of money for defraying the cost of the said dock or tidal basin and other works, and paying the subscription or contribution to the said Stobcross undertaking, and for the general purposes of their undertaking; but these objects 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,) A.D. 1870.

Short title.

1. This Act may be cited for all purposes as "The Clyde Navigation (Stobcross Dock) Act, 1870."

Provisions of general Acts herein named incorporated.

2. "The Lands Clauses Consolidation (Scotland) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (Scotland) Act, 1845," with the exception of sections twenty-five to thirty-seven, both inclusive, sections thirty-nine to seventy-eight, both inclusive, and sections eighty-seven, eighty-eight, and one hundred, and sections thirteen, eighteen, and nineteen of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act; and in construing "The Railways Clauses Consolidation (Scotland) Act, 1845," and the said sections of "The Railways Clauses Act, 1863," as incorporated with this Act, the expression "the Company" shall mean the trustees of the Clyde Navigation, the expression "the railway" shall mean the tramways and works connected therewith by this Act authorised to be constructed, and the word "work" shall mean the dock or tidal basin, quays or wharfs, and other works authorised by this Act.

Provisions of 10 & 11 Vict. c. 27. incorporated.

3. "The Harbours, Docks, and Piers Clauses Act, 1847," with the exception of the clauses with respect to lifeboats, with respect to keeping a tide and weather gauge, and with respect to buoys, lighthouses and beacons, and also with the exception of sections twenty-five, twenty-six, and thirty, is (except where expressly varied by this Act) incorporated with and forms part of this Act: Provided that the said clauses with respect to lifeboats, tide and weather gauge, buoys, lighthouses and beacons, shall come into operation with respect to the harbour when required in writing by the Board of Trade.

Interpretation of terms.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated with this Act shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction; and the expression "the trustees" shall mean the trustees of the Clyde Navigation, incorporated by the first-recited Act; the expression "the harbour" shall mean and include the harbour of Glasgow, and the whole docks, tidal basins, and other works connected therewith, constructed or to be constructed, within the limits defined in the first-recited Act; and the expression "the dock" shall mean the dock or tidal basin by this Act authorised to be constructed.

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Power to construct works according to deposited plans.

5. And whereas plans and sections of the intended dock or tidal basin, quays or wharfs, tramways, road or street, and other works, describing the lines, situations, and levels thereof respectively, and the lands in or through which the same are to be made, and which will or may be required to be taken for the purposes thereof, and books of reference to such plans containing the names of the owners, lessees, and occupiers of such lands, have been deposited in the office at Glasgow of the principal sheriff clerk of the county of Lanark: Subject to the provisions of this Act, the trustees may make and maintain in the lines and according to the levels shown on the deposited plans and sections the dock or tidal basin, quays or wharfs, tramways, road or street, and other works herein-after described, with all proper approaches, communications, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose: Provided always, that nothing in this Act contained shall authorise the trustees to enter upon, take, or use any lands to the northward of a line seventeen and a half feet southward of the northern side of the road or street third herein-after described, as the line thereof is or shall be fixed by or under the provisions of this Act, except for the purpose of making the said road or street as herein-after provided, nor to construct any works upon Sandyford Street, nor to appropriate or enclose any part of that street, nor to use the same otherwise than as a public street.

Description of works.

6. The works by this Act authorised to be made and maintained are the following,—

First. A dock or tidal basin on the north side of the harbour, commencing on the east side of Sandyford Street, extending in an easterly direction in or through parts of the lands of Overnewton and Stobcross, with two branches or divisions, and terminating as follows, viz., the northern branch or division of the said dock or tidal basin terminating on the west side of Finnieston Street, and the southern branch or division of the said dock or tidal basin terminating near the Stobcross shipbuilding yard occupied by Messieurs Barclay, Curle, and Company, with an entrance to the said dock or tidal basin from the said river and harbour:

Second. A quay or wharf on the north side of the harbour, commencing near the southern end of Sandyford Street, and terminating at the western boundary of the said Stobcross shipbuilding yard:

Third. A road or street on the north side of the harbour, commencing on the east side of Sandyford Street, and terminating at the west end of Stobcross Street, which road or street will be a diversion of the portion of the Pointhouse Road situate between a point in the said road one hundred and forty-five feet or thereabouts southwards from the southern end of Sandyford Street on the west, and the western boundary of the said Stobcross shipbuilding yard on the east; and which portion of the said road will be diverted and shut up or used for quays, wharfs, waterway, and other purposes:

Fourth. A tramway on the north side of the harbour, commencing on the east side of Sandyford Street, and terminating by a junction with the rails or tramway along the north side of the harbour authorised by the second-recited Act, at a point near the westmost engineering work occupied by Messieurs Barclay, Curle, and Company, at Stobcross, which intended tramway will be laid along the north side of the said Pointhouse Road from a point on the north side of the said road eighty-five feet or thereabouts westward from the west end of the said westmost engineering work, crossing the north boundary of the said road at that point, and curving thence in an easterly direction to the point of termination and junction above described; and at the last-mentioned point the said intended tramway will be on the north side of the said Pointhouse Road, and at a distance of six feet or thereabouts from the centre of the said road:

Fifth. A quay or wharf on the south side of the harbour, commencing at the stair of the Kelvinhaugh Ferry, and terminating at the western end of the Mavisbank quay belonging to the trustees:

Sixth. A tramway on the south side of the harbour, commencing at the western boundary of the lands of Heatheryhall belonging to the trustees, and terminating by a junction with the rails or tramway along the south side of the harbour authorised by the second-recited Act, near the shed on the said Mavisbank quay.

Footpath may be shut up.

7. The trustees may shut up that portion of the footpath on the south bank of the harbour situate between the north end of the footpath or lane leading from Govan Road to Kelvinhaugh Ferry on the west and the western end of the said Mavisbank quay on the east.

Entry on lands for surveys and works.

8. The trustees may from time to time enter upon any lands which they are authorised to purchase compulsorily for the purposes of this Act, and survey the same, and ascertain and set out the

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parts thereof required for the purposes of this Act; and the trustees may, upon any such lands acquired by them, make, erect, and maintain all walls, arches, culverts, and buildings in connexion with the several works herein-before described, and may dredge and excavate the harbour to such extent as may be necessary for the purposes of the dock and the entrance thereto, and the said quays or wharfs.

Power to deviate.

9. In constructing the works by this Act authorised (except as herein-after provided) the trustees may deviate laterally from the lines thereof delineated on the deposited plans to any extent not exceeding the limits of deviation defined on the said plans, and may deviate vertically from the levels of the said works, as defined on the deposited sections, to any extent not exceeding five feet: Provided that in constructing the quay or wharf second above described the trustees shall not deviate to the southward of the line thereof delineated on the deposited plans, and in constructing the quay or wharf fifth above described the trustees shall not deviate to the northward of the line thereof delineated on the deposited plans.

Regulating formation of road or street.

10. The road or street third before described shall be formed and completed as herein-after provided; that is to say,

The clear width thereof shall be fifty-five feet at all points:

The southern side thereof shall be ninety-two and a half feet northward at every point from the line delineated on the deposited plans as the northern side of the northern branch or division of the dock, so far as the said road or street will be situate between a point about one hundred feet eastward from the eastern side of Sandyford Street and a point about seven hundred feet westward from the eastern end of the said northern branch or division as delineated on the deposited plans, and from the last-mentioned point the southern side of the said road or street shall extend to a point fifteen feet or thereabouts southward from the southern side of the western end of Stobcross Street:

The level of the said road or street shall correspond as nearly as possible with that on which the tramway fourth before described will be formed along the northern side of the dock:

The inclinations of the said road or street shall not be steeper at any place than one in thirty:

It shall be constructed so as to admit of the North British and Caledonian Railway Companies forming, and they may form at their own expense, a bridge for carrying under the same near the eastern end of the dock a double line of rails for connecting their station ground on the northern side of the said road or street with the tramway fourth before described:

Subject to the preceding provisions, the said road or street shall be formed in such line, on such levels, with such inclinations, and in such manner as shall be agreed upon between the respective engineers for the time being of the trustees, the North British Railway Company, and the Caledonian Railway Company, and the master of works for the time being appointed and acting under "The Glasgow Police Act, 1866," or failing such agreement as shall be fixed by an engineer to be appointed by the sheriff depute of Lanarkshire on the application of the trustees, or of either of the said companies, or of the Board of Police of Glasgow:

The said road or street and the said bridge under the same shall be constructed and completed to the satisfaction of the said master of works, or in the event of difference between him and the engineers of the trustees and of the said companies, to the satisfaction of an engineer to be appointed as aforesaid:

The said road or street shall be formed and completed within three years after the passing of this Act; when so formed and completed it shall be one of the public streets of the city of Glasgow, within the meaning and for the purposes of "The Glasgow Police Act, 1866," and shall be registered under that Act as a public street of the said width of fifty-five feet:

Until it is formed and completed, as herein-before provided, the portion of the Pointhouse Road authorised to be diverted and shut up as aforesaid shall continue open for the use of the public:

The trustees shall provide or pay the cost of acquiring the ground required for the said road or street to the extent of thirty-seven and a half feet of the width thereof, and the said companies shall jointly and equally provide or pay the cost of acquiring the ground required therefor to the extent of the remaining seventeen and a half feet of the width thereof, and the cost of forming the said road or street shall be defrayed by the trustees and the said companies respectively, in the proportions of eight eleventh parts by the trustees and three eleventh parts by the said companies equally:

If in making the said road or street the trustees shall, in consequence of the depth of cutting on the north side thereof, require to remove a greater amount of excavation than is contained within the area of the site of the said road or street, the said companies shall, in addition to their proportion of the cost of making the said road or street, as before provided, repay to the trustees the cost of removing such excess of excavation, at the price per cubic yard paid by the trustees for the removal thereof.

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Tramway connecting lines may be made across road or street.

11. The trustees and the said Board of Police for their respective interests shall permit the said railway companies to form tramway connecting lines across the said road or street, and on the lands and works of the trustees, for connecting the station lines of the said companies (including the double line of rails to be formed under the bridge before mentioned) with the tramway of the trustees fourth above described, in the manner and subject to the conditions hereinafter provided; that is to say,

The tramway crossings of the said road or street shall not exceed four in number, of which two may be double lines and two shall be single lines:

The positions of the said tramway crossings shall be fixed by agreement between the respective engineers for the time being of the trustees and of the said companies and the said master of works, or failing such agreement by an engineer to be appointed by the said sheriff on the application of the trustees, or of either of the said companies, or of the said Board of Police:

The said tramway crossings shall be laid on the level of the said road or street, and so as not to obstruct the ordinary traffic thereon:

The said tramway crossings shall be made and maintained to the satisfaction of the said master of works, or (in the event of difference) of an engineer to be appointed as aforesaid:

The said railway companies shall with all convenient despatch repave and restore those portions of the said road or street which may be injured or interfered with by the construction of the said tramway crossings, and shall maintain the causeway within the lines thereof in good and sufficient repair, to the satisfaction of the said master of works, or in the event of difference between him and the engineers of the said Companies to the satisfaction of an engineer to be appointed as aforesaid; and failing the said Companies so repaving and restoring or maintaining as aforesaid, the said Board of Police shall be entitled to execute all works necessary therefor at the expense of the said Companies:

No traffic shall be carried on the said tramway crossings otherwise than by horse haulage:

Not more than two waggons shall be conveyed across the said road or street at any such crossing at the same time:

No waggon shall be allowed to stand or be shunted upon any such crossing:

The tramway connecting line between the rails under the said bridge and the tramway of the trustees fourth above described shall be a double line:

All the said tramway connecting lines shall, so far as situate to the southward of the said road or street and bridge, be constructed in such position and manner as shall be fixed by agreement between the engineers of the trustees and of the said railway companies, or failing such agreement by an engineer to be appointed as aforesaid:

The cost of constructing all of the said tramway connecting lines, so far as situate to the southward of the said road or street and bridge, shall be defrayed one half by the trustees and the other half by the said railway companies, in equal proportions:

When constructed, all the said tramway connecting lines, so far as situate to the southward of the said road or street and bridge, shall be held to be part of the tramways of the trustees, and shall be maintained by and at the cost of the trustees.

Regulating formation and providing for completion of tramways.

12. The trustees shall complete the tramway fourth above described, and open the same for the traffic of the said railway companies on or before the first day of August one thousand eight hundred and seventy-three, and so far as the said tramway will be situate along the northern and eastern sides of the northern branch or division of the dock, the same shall be on such levels and be so constructed as to admit of a junction being formed in the most convenient manner between the same and the double line of rails to be formed by the said railway companies as aforesaid under the said bridge near the eastern end of the said northern branch or division of the dock.

Locomotive engines not to be used on tramways.

13. It shall not be lawful for any corporation, company, or person to use or permit to come upon the tramways by this Act authorised any locomotive engine, or carriage propelled by steam or by atmospheric or other such agency, or drawn by connexion with a stationary steam engine, without the consent of the trustees, and being subject to such regulations as they may prescribe; and sections eleven, fifteen, and eighteen of the second-recited Act shall apply to that portion of the tramway fourth before described which will be situate on the said Pointhouse Road, as if the same had been formed under the powers of that Act: Provided always, that section fifteen of the second-recited Act shall be read and construed with reference to the tramways authorised by that Act, and to the portions of the said tramway to which the same is hereby declared to apply, as if "The Glasgow Police Act, 1866," had been mentioned therein instead of "The Glasgow Police Act, 1862."

Traffic to the harbour only to be

14. It shall not be lawful for any corporation, company, or person to use the tramways by this Act authorised for any purpose

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other than the conveyance of traffic to or from the harbour, without the consent in writing of the trustees.

conveyed on tramways.

Period for purchasing lands.

15. The powers of the trustees 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.

Lands for extraordinary purposes.

16. In addition to the lands acquired and held or to be acquired by the trustees under the powers of the recited Acts and this Act, the trustees may by agreement purchase for extraordinary purposes any quantity of land not exceeding fifty acres, in connexion with the dock and other works authorised by the recited Acts or this Act.

Extension of time for completing harbour tramway.

17. Whereas by the fourteenth section of the second-recited Act it is provided that the lines of rails or tramway by that Act authorised to be constructed along the north side of the harbour of Glasgow, so far as extending from the junction therewith of the tramway authorised to be constructed by "The Edinburgh and Glasgow Railway (Extensions) Act, 1864," near the south end of Finnieston Lane, Glasgow, to near Glasgow Bridge, should be completed and opened for public traffic within four years from the passing of the said first-mentioned Act: And whereas the time limited by the said Act for completing the said portion of the said tramway was extended by "The North British Railway (General Powers) Act, 1867," for a period of two years from the expiration of the time limited by the first-mentioned Act; and by the third-recited Act the time limited for the completion of the said portion of the said tramway was enlarged and extended for the period of three years from the passing of the third-recited Act: And whereas the said portion of the said tramway will be connected with the tramway on the north side of the harbour by this Act authorised and the railways forming the said Stobcross undertaking; and it is expedient that the time for completing the same should be extended: Therefore the time limited by the second-recited Act for the completion of the said portion of the lines of rails or tramway thereby authorised shall be enlarged and extended for a period of three years from the passing of this Act.

Wet dock at Stobcross and other works to be abandoned.

18. The trustees shall abandon the construction of the wet dock or tidal basin on the lands of Stobcross authorised by the first-recited Act, and described on the plans and sections referred to in the local Act, ninth Victoria, chapter twenty-three, intituled "An "Act for enabling the parliamentary trustees on the river Clyde "and harbour of Glasgow to acquire a portion of the lands of Stob-"cross and adjacent grounds, and to construct thereon a wet dock

"or tidal basin, with certain additional wharfs and other works," by which last-mentioned Act the construction of the said wet dock or tidal basin to be abandoned was originally authorised; and shall also abandon the construction of the quays or wharfs and other works delineated on the said plans and sections and authorised by the said Acts, or such parts of the said quays or wharfs as have not already been constructed and executed.

Compensation to be made in respect of works abandoned.

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

Rates for dock and quays or wharfs.

20. It shall be lawful for the trustees to levy on and in respect of all vessels entering or departing from or remaining in the dock to be constructed under the authority of this Act, and on all vessels arriving at or departing from the quays or wharfs to be constructed under the authority of this Act, and on and in respect of all goods, animals, and carriages shipped or unshipped at or in the dock or the said quays or wharfs, and in respect of warehouses, cranes, weighing machines, and other conveniences erected or provided thereon or in connexion therewith, the same rates and quay rents as the trustees are or may be authorised and entitled to levy on and in respect of any other docks or tidal basins and quays or wharfs in the harbour, or in respect of any other warehouses, cranes, or weighing machines, and other conveniences erected or provided by the trustees; and all such rates or quay rents on and in respect of vessels, goods, animals, and carriages entering, arriving at, or departing from, or shipped or unshipped at or in the dock and the said quays or wharfs to be constructed under the authority of this Act, or on or in respect of warehouses, cranes, weighing machines, and other conveniences thereon or in connexion therewith, shall be paid by the owner, agent, master, consignee, or other person in charge of such vessels, goods, animals, and carriages, or using the said warehouses, cranes, weighing machines, or other conveniences respectively.

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Tolls for use of tramways.

21. It shall be lawful for the trustees, in respect of all traffic which shall be conveyed on the tramways by this Act authorised, or any part thereof, to levy any tolls not exceeding the tolls specified in the second-recited Act, in addition to any other rates which may be leviable under the powers of the recited Acts or this Act, in respect of such traffic, and to a reasonable charge for loading, covering, and unloading the same, and for delivery and collection thereof, when such services or any of them are or is required to be performed by the trustees; and such tolls may be recovered either in the same manner as any rates leviable by the trustees, or in the manner in which tolls may be recovered under the provisions of "The Railways Clauses Consolidation (Scotland) Act, 1845," incorporated herewith; and the provisions and regulations contained in the second-recited Act, with respect to the fixing of the tolls thereby authorised to be levied, shall be and are hereby made applicable to the tolls leviable on and in respect of the tramways by this Act authorised; provided that the tramways authorised by this Act and the tramways authorised by the second-recited Act shall with respect to tolls be considered as one tramway, and traffic conveyed on all the said tramways, or on parts thereof, shall only be chargeable with the tolls specified in the second-recited Act.

Power to vary rates.

22. The trustees may from time to time vary the rates by this Act authorised, or any of them, in such manner as they may think expedient, by reducing or raising the same, provided that such rates do not in any case exceed the amounts authorised by this Act; and provided also, that such rates be at all times charged equally to all persons in respect of the same description of vessel performing a voyage between the harbour and the same port or ports, and the same description of goods; but no reduction or variation in such rates shall take place unless with the consent of at least two thirds of the trustees present at a special meeting of the board.

Tramways to be free on payment of tolls.

23. On payment of the tolls from time to time leviable as aforesaid, in respect of the use of the tramways by this Act authorised, all companies and persons shall, subject to the provisions hereinbefore contained, be entitled to use the said tramways with their carriages, waggons, and trucks, properly constructed, as by "The Railways Clauses Consolidation (Scotland) Act, 1845," directed, and with their horses employed in drawing such carriages, waggons, and trucks, and to perform all necessary services incidental to the business of a carrier, with respect to any traffic conveyed on the said tramways by such companies or persons, subject nevertheless to the regulations to be from time to time made by the trustees, by

virtue of the powers in that behalf conferred on them by this Act or the recited Acts, or any of the Acts incorporated therewith.

Power to enter into agreements with railway companies.

24. It shall be lawful for the trustees on the one hand, and for any company or companies who have obtained or may obtain power to construct railways or tramways which may be connected with the tramways by this Act authorised on the other hand, to enter into agreements with each other with respect to the acquisition of lands, or of any rights in lands, for the purposes of the tramways by this Act authorised; the construction, maintenance, and use of the said tramways; the rates, tolls, or other consideration to be paid for such use; the connexions to be made between the railways or tramways of the respective parties to such agreements; the interchange, delivery, and forwarding of traffic between, at, and over the railways, tramways, and other works of the said parties respectively; the tolls, rates, and charges to be levied by such parties respectively in respect of such traffic, and other matters relating thereto: Provided always, that no such agreement shall confer on any company, party thereto, any rights, powers, privileges, or preferences, to the exclusion of any other company; but the trustees shall, if required by any other company, enter into a like agreement with such other company, so that all companies may be entitled to be placed upon an equal footing, so far as the circumstances of the case are similar, in respect of all matters in relation to which any agreement may be made under this section: Provided also, that the North British Railway Company and the Caledonian Railway Company shall be held to be in similar circumstances within the meaning and for the purposes of this section.

Agreement with North British Railway Company confirmed.

25. Except as otherwise provided by this Act, the agreement between the North British Railway Company and the trustees, set forth in the Schedule (A.) to this Act annexed, is hereby sanctioned and confirmed, and it shall be lawful for the parties thereto to carry the same into effect: Provided always, that the North British Railway Company shall not construct or obtain powers to construct the branch from the deviation line mentioned in articles second, third, and fourth of the said agreement; that the tramway mentioned in article fourth of the said agreement shall be constructed as herein-before provided, instead of as mentioned in that article; that the Caledonian Railway Company's interest in the railways and works mentioned in article third of the said agreement, and lands connected therewith, so far as the same are situate to the eastward of Sandyford Street, shall not form part of the separate undertaking mentioned in that article; that notwithstanding article nineteenth of the said agreement the North British Railway Company shall not,

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without the consent of the Caledonian Railway Company, sell any land to the eastward of Sandyford Street except such portion thereof as may by agreement between the said companies be allocated for the exclusive use of the North British Railway Company; that notwithstanding articles eighth, thirteenth, and sixteenth of the said agreement, all feu duties payable for the land acquired and which may be acquired by the North British and Caledonian Railway Companies for the purposes of the said Stobcross undertaking shall have priority over the sum of one hundred and fifty thousand pounds to be advanced by the trustees to the capital of the said Stobcross undertaking, and the dividend thereon; and that notwithstanding article ninth of the said agreement, the acquisition of land and construction of works to the eastward of Sandyford Street, except such portion thereof as may by agreement between the North British and Caledonian Railway Companies be allocated for the exclusive use of the North British Railway Company, shall be under the direction and control of a committee of management consisting of four members appointed by the Caledonian Railway Company, and two members appointed by the North British Railway Company, and two members appointed by the trustees; and if, upon any question with respect to the matters above mentioned, the said members shall be equally divided in opinion, such question shall be determined by an arbitrator to be appointed by the sheriff depute of Lanarkshire, on the application of the trustees or of either of the said companies; and the powers and duties of the said committee of management shall cease on the completion of the said works to the eastward of Sandyford Street.

Subscription to Stobcross undertaking.

26. It shall be lawful for the trustees to subscribe, contribute, and advance a sum not exceeding one hundred and fifty thousand pounds for the purposes of the said Stobcross undertaking, on the terms and subject to the provisions and conditions specified in the said agreement.

Agreement with Stobcross proprietors confirmed.

27. Whereas an agreement, dated fourteenth and sixteenth December one thousand eight hundred and sixty-nine, and eleventh January and eighth February one thousand eight hundred and seventy, has been entered into between the trustees of the first part; the North British Railway Company of the second part; and John Ross, junior, Andrew Galbraith, Archibald Galbraith, Thomas Thomson, Robert Napier, and Adam Paterson, proprietors of the lands of Stobcross, of the third part, which agreement is set forth in Schedule (B.) to this Act annexed, and it is expedient that the same should be confirmed, as herein-after mentioned: Therefore the said agreement is hereby sanctioned and confirmed, as between

the parties thereto, and it shall be lawful for the parties thereto to carry the same into effect; and nothing in this Act contained shall empower the trustees to enter upon, take, or use, otherwise than in accordance with the terms of the said agreement, any of the lands described or comprised in the said agreement, or to enter upon, take, or use, otherwise than by agreement, any other part of the said lands of Stobcross, whether belonging to the said railway company or the said proprietors: Provided that nothing in the said agreement or in this section contained shall prejudice or affect any right, title, estate, or interest of any corporation or person other than the respective parties to the said agreement.

Saving agreement with William Stuart Stirling Crawfurd.

28. Nothing in this Act contained shall prejudice or affect any agreement entered into between the trustees and any other person or company and William Stuart Stirling Crawfurd, of Milton, or any person on his behalf, for the acquisition of parts of the lands of Overnewton, or empower the trustees without the consent in writing of the said William Stuart Stirling Crawfurd to enter upon, take, or use any of the said parts of the said lands, otherwise than in accordance with the terms of any such agreement.

Appointment and proceedings of joint committee.

29. The joint committee to be appointed in terms of the said agreement between the North British Railway Company (herein-after called the Company) and the trustees shall be appointed, and when appointed shall act in accordance with and subject to the following regulations; that is to say,

How to be appointed.

(1.) The trustees and the directors of the Company respectively shall, within one month after the passing of this Act, separately elect and appoint three members from their respective boards to be the joint committee.

Supply of vacancies.

(2.) When and so often as any member of the joint committee for the time being shall die, or shall resign, or shall be removed as herein-after provided, or shall cease to be a trustee or a director of the Company, the trustees or the directors of the Company, as the case may be, may elect some other person from their own board in his room and place, and shall give intimation thereof in writing to the joint committee or their secretary: Provided that any member of the joint committee who shall cease to be a trustee or director as before mentioned may nevertheless continue to be a member of the joint committee for such period, not exceeding one month, after he shall so cease to be a trustee or director as may elapse between such event and the appointment of some other person to be a member of the joint committee as aforesaid.

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Removal of members.

(3.) Each board may at any time remove any member of the joint committee appointed by such board, and shall give intimation thereof in writing to the joint committee or their secretary.

Resignation of members.

(4.) Any member of the joint committee, giving previous notice in writing thereof to the joint committee or their secretary, and also to the board by which he was appointed, may at any time resign his office as a member of the joint committee.

Provision in case vacancies not supplied.

(5.) If at any time there are not six members of the joint committee, the members from time to time thereof, though fewer than six, shall notwithstanding be entitled to exercise all the powers of the joint committee.

Regulations.

(6.) The joint committee shall be subject to all such regulations as are from time to time agreed on by the trustees and the Company: Provided always, that, subject to the regulations so made from time to time, the joint committee shall be regulated by their own standing orders for the time being in force; provided also, that, subject to those regulations and standing orders respectively, every meeting of the joint committee shall regulate its own procedure.

Powers.

(7.) The joint committee shall and may have, exercise, and enjoy such of the rights, powers, authorities, privileges, and immunities as might from time to time, under the provisions of the said agreement and of this Act, be had, exercised, and enjoyed by the joint committee, and as may be from time to time conferred on them by the trustees and the Company.

Secretary.

(8.) The secretary of the Company for the time being shall be the secretary to the joint committee.

Proceedings.

(9.) At all meetings of the joint committee the chairman, or in his absence one of the members to be appointed by the other members present at the meeting, shall preside; and the majority present shall bind the minority and all absent members, and the chairman shall not have a second or casting vote.

Chairman of joint committee.

(10.) One of the directors of the Company shall be chairman of the joint committee, but he shall not be entitled to a second or casting vote.

Quorum.

(11.) At all meetings of the joint committee three members shall be a quorum; provided, that all such three members shall not be the members appointed by one of the boards, except in cases where, through the default of the other board,

there is not then any member of the joint committee appointed by the defaulting board, and except also in cases where all the members or the member (if only one) appointed by one of the boards shall make default in attendance at two successive meetings of the joint committee, there having been delivered to or left with the secretary of that board at least six days' notice in writing from the other board, requiring the attendance of the defaulting members or member at one at least of the two successive meetings, in which cases respectively three members appointed by one of the boards shall form a quorum.

Equality of votes.

(12.) In the event of an equality of votes in the joint committee on any question, such question shall be referred to arbitration in terms of the "Railway Companies Arbitration Act, 1859."

Accounts.

(13.) The joint committee shall keep books of account of all their receipts, credits, payments, and liabilities, and also books in which shall be entered minutes of all their proceedings.

Inspection of accounts.

(14.) The trustees and the directors of the Company, and the secretaries and accountants of the trustees and the Company, may at all reasonable times inspect the account books, minute books, and all other books, accounts, minutes, papers and writings, in the possession or custody of the joint committee, and take copies of and extracts from the same, as the trustees, directors, secretaries, and accountants respectively think fit.

Power to borrow additional money.

30. It shall be lawful for the trustees to borrow on the security of their works, lands, and property, and of the rates leviable by them under the powers of the recited Acts and this Act, any sum or sums of money not exceeding in the whole six hundred thousand pounds, in addition to the sum of two million six hundred thousand pounds which they are by the recited Acts authorised to borrow; and if after having borrowed the said sum, or any part thereof, the trustees shall pay off the same, it shall be lawful for them from time to time again to borrow the like sum on the same security, provided that the total amount borrowed under the powers of the recited Acts and this Act shall not at any time exceed the sum of three million two hundred thousand pounds.

Extending provisions of recited Acts to

31. The provisions contained in sections forty-seven to seventy, both inclusive, of the first-recited Act, and sections twenty-seven, twenty-eight, and twenty-nine of the second-recited Act, shall

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money borrowed under this Act.

extend and apply to the money by this Act authorised to be borrowed, as if such money had formed part of the money by the recited Acts, or any of them, authorised to be borrowed.

Application of money.

32. All money borrowed by the trustees under the authority of this Act shall be applied in defraying the cost of the lands to be acquired and the works to be constructed under the authority of the recited Acts and this Act, and in paying the said contribution or advance under the said agreement; and all rates levied by the trustees under the authority of this Act shall be applied in or towards carrying into execution the purposes of the recited Acts and this Act, and the undertakings thereby authorised, and to no other purpose whatsoever.

Reserving Merchant Shipping and general Acts.

33. Nothing in this Act contained shall exempt the river or harbour, or the works by this Act authorised, or the trustees, from the provisions of the Merchant Shipping Acts, or of any general Act relating to harbours, or to dues on shipping or on goods carried in ships, now in force or which may be passed during the present or any future session of Parliament, or from any future revision and alteration, under the authority of Parliament, of the rates and tolls authorised by the recited Acts or this Act.

Saving rights of the Crown.

34. Nothing contained in this Act or in any of the Acts herein referred to shall authorise the trustees to take, use, or in any manner interfere with any portion of the alveus or bed of the river Clyde, or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of her crown, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs and successors.

Saving rights under Crown Lands Act.

35. Nothing contained in this Act, or to be done under the authority thereof, shall in any manner affect the title to any of the subjects, or any rights, powers, or authorities mentioned or reserved by sections twenty, twenty-one, and twenty-two of "The Crown Lands Act, 1866."

Rights of property in the alveus of the river Clyde not to be affected.

36. Nothing in this Act contained with reference to any consent by the Board of Trade shall be deemed to alter, prejudice, or affect any right of property of Her Majesty, or of the trustees, or of any other corporation or person, in any part of the alveus or bed of the river Clyde in or upon which the harbour is situate or any of the

works connected therewith have been or may be constructed under the authority of the recited Acts or this Act.

Expenses of Act.

37. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing this Act, or otherwise in relation thereto, shall be paid by the trustees out of the rates authorised to be levied or the money authorised to be borrowed by the recited Acts and this Act.

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SCHEDULES referred to in this Act.

SCHEDULE (A.)

AGREEMENT between the North British Railway Company, incorporated by "The North British, Edinburgh, Perth and Dundee, and West of Fife Railways Amalgamation Act, 1862," herein-after called "the railway company," and the trustees of the Clyde Navigation, incorporated by "The Clyde Navigation Consolidation Act, 1858," herein-after called "the Clyde trustees."

WHEREAS the Clyde trustees are desirous of abandoning the dock or tidal basin which they are authorised to construct on the lands of Stobcross and Overnewton, and of constructing a larger and more commodious dock or tidal basin instead thereof for the accommodation of the increasing shipping resorting to the harbour of Glasgow, but cannot carry out the plan they propose to adopt without acquiring a large portion of the land purchased by the railway company for station purposes, and also portions of the ground belonging to the proprietors of the lands of Stobcross, herein-after called "the Stobcross proprietors:"

And whereas the estimated expense of constructing the railways and works comprised in the Stobcross undertaking of the railway company which will constitute and complete the connexion between the junction with the Glasgow, Dumbarton, and Helensburgh Railway, and the site of the proposed dock or tidal basin and the station at Stobcross, is three hundred thousand pounds, of which the sum of two hundred thousand pounds or thereabouts is still required for the completion thereof, but the railway company are unable to find the whole of that sum, and they decline to sell to the Clyde trustees any portion of the ground so required by them, except on the condition that the said trustees advance or subscribe a part of the capital required for the said railways and works, and also make provision for enabling the railway company to acquire other ground in substitution for that proposed to be taken by the said trustees:

And whereas the Clyde trustees, from the consideration above stated, and also in respect of the importance to the Clyde navigation and the trade of the harbour of Glasgow of the formation of the said railways and works, have agreed to assist the railway company in raising the necessary capital required for that purpose:

And whereas, by separate agreement between the Stobcross proprietors and the parties hereto, it has been stipulated and agreed upon that on such arrangements being made as will facilitate the formation of the said extended dock or tidal basin and railways and works, modified as after mentioned, the Stobcross

proprietors shall, for the consideration therein mentioned, convey certain additional portions of ground for station purposes to the railway company, and other portions of ground to the Clyde trustees; and the Stobcross proprietors have further agreed, upon the conditions expressed in the said separate agreement, to concur in a sale by the railway company to the Clyde trustees of a portion of the ground already acquired by them from the Stobcross proprietors for the purposes of a station: Therefore the parties hereto have agreed, and hereby agree and bind and oblige themselves to the following as the conditions upon which the advance of capital by the Clyde trustees shall be made:

1. In carrying out the railways and works comprised in the Stobcross undertaking (as described in the twenty-seventh section of the North British Railway Act, 1869), the railway company shall abandon so much of Railway No. 3, authorised by the Edinburgh and Glasgow Railway (Extensions) Act, 1864, as is situated to the eastward of Castlebank Street, Partick, together with Railway No. 5 and the tramway described in the sixth place in the last-mentioned Act.

2. The railway company shall obtain powers to construct, and shall construct, the deviation line in respect of which they have given notice of their intention to apply for parliamentary sanction in the ensuing session, together with a branch from the said deviation line to the west end of the site of the said intended dock, with a falling gradient, so that it may join upon the level with the tramway to be formed by the Clyde trustees as after mentioned.

3. The said railways and works, including the deviation and branch railways mentioned in the preceding article, shall, in virtue of the powers to that effect contained in "The North British Railway Act, 1869," be formed into and are hereby constituted a separate undertaking within the meaning of the North British Railway (Financial Arrangements) Act, 1867, and the North British Railway (General Powers) Act, 1868, under the name of the "Stobcross undertaking."

4. The Clyde trustees shall construct a tramway from the terminus of the branch railway provided for in article 2 hereof to the south end of Finnieston Lane, or some other convenient point at which it may join the authorised tramways along the quays of the river Clyde, herein-after called "the Clyde tramways."

5. Inasmuch as the Stobcross proprietors have made it a condition of their consenting to the conveyance to the Clyde trustees by the railway company of the said portion of the ground already acquired by the latter, that they shall be paid the sum of fifteen thousand pounds for the removal and withdrawal of all claims whatsoever affecting or in relation to the ground already purchased of them by the railway company, and of all restrictions, conditions, and prohibitions of every kind affecting or in regard to the nature and description or use of buildings to be erected on those portions of the lands of Stobcross now belonging to the Clyde trustees, it is hereby agreed that five thousand pounds of the said sum shall be paid by the railway company, and ten thousand pounds by the Clyde trustees, upon a legal discharge being granted of all such claims and restrictions.

6. The railway company shall acquire from the estate of Overnewton ground for the deviation lines aforesaid equal in quantity to the ground purchased or feued by them from the said estate for the authorised line of railway now to be abandoned, and the Clyde trustees shall free and relieve the railway company

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of any loss they may sustain through the abandonment of the ground already purchased or feued as aforesaid, and the purchase of the said other ground in lieu thereof; provided always, that excepting in the case of the said ground being acquired compulsorily, the railway company shall obtain the approval of the Clyde trustees before effecting such purchase.

7. The Clyde trustees shall subscribe one hundred and fifty thousand pounds to the capital of the Stobcross undertaking, with the priority and security herein-after provided, in consideration of which the railway company undertake to complete and open for traffic the railways comprised in the Stobcross undertaking which will constitute and complete the connexion between the junction with the Glasgow, Dumbarton, and Helensburgh Railway, and the site of the proposed dock or tidal basin and the station at Stobcross, including the deviation line and other works before mentioned, prior to the first day of August one thousand eight hundred and seventy-three; and whatever additional capital is required for the purpose of completing the said railways and works the railway company bind themselves to provide, by obtaining statutory powers under which additional capital may be raised, or by such other arrangement under the existing powers of the Company as shall be satisfactory to the Clyde trustees, declaring that the monies to be advanced by the railway company and the Clyde trustees, from time to time, as the works proceed, shall be advanced in proportion to the whole amount to be contributed by each party respectively, and it is expressly conditioned that the railway company shall not raise any money by means of mortgage, bond, or debenture secured upon the separate undertaking.

8. The said sum of one hundred and fifty thousand pounds to be advanced by the Clyde trustees, and the dividend of four per cent. thereon, herein-after provided for, shall be a first charge on and constitute a real lien over the railways and works and revenue of the separate undertaking, in preference to and before any other charge whatsoever.

9. A joint committee, consisting of three of the Clyde trustees and three directors of the railway company, shall be appointed by their respective boards to acquire land, superintend the construction of the works, and the management of the undertaking, until the railway shall be opened for traffic, and to exercise the other duties after specified, and the chairman of the said committee shall be one of the directors of the railway company, but shall not be entitled to a casting vote, and in the event of an equality of votes on any question, such question shall be referred to arbitration, in terms of the Railway Companies Arbitration Act, 1859.

10. The Clyde trustees undertake to complete the tramway before specified so that the same may be opened and worked along with the said railway at a period not later than the first of August one thousand eight hundred and seventy-three; and for the use of such tramway and the Clyde tramways by the North British or Caledonian Railway Companies for the conveyance of traffic to and from the quays on the river Clyde the trustees shall charge no higher rate than they could have charged on the Clyde tramways alone had the authorised tramway of the North British Company been completed to the foot of Finnieston Street or Lane.

11. The railway company shall in perpetuity maintain and uphold the said railways to be constructed under this agreement, and efficiently work the traffic over the same in connexion with their system, and shall send and convey over the said railways all traffic of every kind within their control, between their system and the said dock, whether intended for shipment there, or imported at the dock for transmission by railway, upon condition always that the trustees shall not charge at the said dock, upon traffic so conveyed over the said railways, higher rates than for the time being are charged for other like traffic at the said dock, or at any other dock in the harbour of Glasgow, and that such traffic shall receive equal facilities with any other traffic at the said docks.

12. The railway company shall pay to the said committee for the conveyance over the railways of the said undertaking to be constructed under this agreement, or any part thereof, the tolls specified in the schedule hereto appended.

13. The feu duties or ground annuals payable by the railway company for land acquired or to be acquired for the purposes of the undertaking shall, as in a question between the parties hereto, only form a charge against its separate revenues after the dividend at four per cent. on the subscription of the Clyde trustees, herein-after provided for, shall have been paid, and to that effect and extent the railway company bind themselves to release the separate undertaking of any liability for such feu duties: And further, the railway company shall not convert into a feu duty the price of the new or substituted ground to be sold to them by the Stobcross proprietors, but shall pay the stipulated price for the same to an extent equal to the quantity to be sold by the railway company to the Clyde trustees: Provided always, that the railway company shall have the option of converting into a feu duty the price of the remaining portions of ground they have agreed to purchase from the Stobcross proprietors by the said separate agreement.

14. If, in acquiring ground in addition to that already secured by the railway company, the said joint committee shall agree to the conversion of the price thereof into a feu duty, the sum to be advanced by the trustees towards the capital of the undertaking shall be reduced to the extent of one half the amount of such annual feu duty capitalized at twenty-two and a half years' purchase.

15. The said tolls shall be deposited weekly in a bank in Glasgow, together with such tolls as from time to time may be received from the Caledonian Railway Company for the use of the railways comprised in the separate undertaking, in an account to be kept in name of and be jointly operated on by the said committee, until in each half year there shall be accumulated a sum sufficient to pay the dividends herein-after stipulated for; and in the event of the railway company failing duly to account for and deposit the said tolls as aforesaid, it shall be in the power of the three Clyde trustees who are members of the said committee for the time being to have such tolls accounted for through the Railway Clearing House at the expense of the railway company.

16. Out of the said tolls so to be deposited as aforesaid, and of any other moneys forming part of the revenue of the undertaking, the joint committee before mentioned shall, in the first instance, pay to the trustees of the Clyde navigation a dividend of four per cent. upon the said sum of one hundred and fifty thousand pounds to be subscribed as aforesaid, together with any interest that may have accrued and shall not have been paid upon the advances by the

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Clyde trustees during the construction of the railway as herein-after provided; and, in the second place, they shall pay to the railway company a dividend of four per cent. on the amount of the capital contributed by the company, together with the amount of the said feu duties disbursed by them, and the said committee shall divide any residue of the said tolls which may remain rateably between the Clyde trustees and the railway company, until each shall receive five per cent. on their respective contributions to the undertaking, and all revenues which may remain after payment of such dividends of five per cent. shall be credited and paid to the railway company.

17. In the event of the said revenues of any half year being insufficient to pay the stipulated dividend of four per cent. to the Clyde trustees, the committee shall make up and pay the deficiency out of the revenues of subsequent half years.

18. Interest at four per cent. is to accrue, if not paid on the amount of capital advanced by the Clyde trustees, from the respective dates of advance of the various instalments until the railways are opened for traffic throughout.

19. All surplus lands and property that shall not, in the opinion of the said joint committee, be required for the railway shall be sold by the railway company when and as they may consider it expedient, and until so sold the rent of such lands and property shall form part of the revenue of the separate undertaking; and upon the sale thereof, or any part thereof, the proceeds shall be imputed in reducing the capital, and in cancelling shares held by the railway company and the trustees respectively, in proportion to the amount of their respective holdings, the feu duties payable by the railway company, so far as applicable to the undertaking, being estimated as part of their contribution: Declaring that all rents and feu duties to be received from the Caledonian Railway Company for joint or separate station accommodation shall form part of the revenue of the undertaking, and the railway company shall pay half-yearly into the revenue account of the undertaking interest at the rate of four per cent. per annum upon any sum that may be paid to them by the said Caledonian Railway Company for land to be appropriated or sold to that company for separate station purposes.

20. In the event of the total future expenditure on the railways and works of the separate undertaking to be constructed under this agreement, including the value of feu duties on any land hereafter to be purchased, being less than two hundred thousand pounds, the subscription of the Clyde trustees shall be diminished to the extent of three fourths of such reduction.

21. The railway company may, at any time within ten years from the opening of the railways for traffic, require the Clyde trustees, upon six months' notice, to transfer to the Company the stock held by the Clyde trustees, upon payment of one hundred pounds, with four per cent. added from the date of opening the railways till the date of transfer, and any unpaid interest accrued on the sums advanced by the trustees during the construction of the railways, but under deduction of any dividends paid, for each one hundred pounds of paid-up shares or stock held by the said trustees; but declaring that the purchasing of the said shares or stock by the railway company shall not relieve them of the obligation to send and convey over the railways of the undertaking all traffic to and from the dock within their control, upon the conditions herein-before stipulated.

22. The railway company shall be relieved of the obligation to form the access or road to the wet dock or basin proposed to be constructed by the Clyde trustees on the lands of Stobcross, first described in the twenty-first section of the said Edinburgh and Glasgow Railway (Extensions) Act, 1864, and the retaining walls and embankment for a road forty feet in width from the said access or road westward, as provided by the twenty-third section of the same Act.

23. The railway company shall implement their obligation to form the access or street leading to the Clyde trustees' proposed dock or tidal basin from Finnieston Street, second described in the said twenty-first section of the Edinburgh and Glasgow Railway (Extensions) Act, 1864, and shall also make and form the street provided by the said Act, leading from the west end of Stobcross Street northward till it join Minerva Street; and the Clyde trustees shall be entitled to enforce the formation by the railway company and the Stobcross proprietors of the said street when and as they might have done so under the twenty-fourth section of the last-mentioned Act.

24. A Bill or Bills shall be introduced in next session of Parliament for power to carry out this arrangement, and for an extension of the time for acquiring lands compulsorily, and for the execution of the works; but the whole arrangement shall be contingent upon the sanction of Parliament being obtained thereto. IN WITNESS WHEREOF these presents, consisting of this and the four preceding pages, intended to be duly stamped, written, in so far as not printed, by Donald Hamilton, clerk to Angus Turner, town clerk, Glasgow, and secretary to the said trustees, are, together with the schedule appended hereto, subscribed and sealed in duplicate as follows, viz., by James Allan, shipowner, and John Ramsay, merchant, both in Glasgow, two of the said trustees of the Clyde Navigation, and sealed with the common or corporate seal of the said trustees in terms of the statute, at Glasgow, the seventh day of February eighteen hundred and seventy, as follows, viz., by the said James Allan, before these witnesses, Dugald Campbell and David Brainerd Strang, both clerks in the office of the said trustees of the Clyde Navigation, and by the said John Ramsay, also before the said Dugald Campbell and David Brainerd Strang; and by George Robertson, writer to the signet, and George Harrison, merchant, both in Edinburgh, two of the directors of the said North British Railway Company, and sealed with the common or corporate seal of the said railway company in terms of the statute, at Edinburgh, the eighth day of February, and year last mentioned, before these witnesses, John Wilson Barrie and James Fergusson, both clerks in the head office at Edinburgh of the said railway company.

DUG. CAMPBELL, Witness.
D. B. STRANG, Witness.
DUG. CAMPBELL, Witness.
D. B. STRANG, Witness.

Seal.

JAMES ALLAN.
JOHN RAMSAY.

JOHN W. BARRIE, Witness.
J. FERGUSSON, Witness.

Seal.

GEO. ROBERTSON, Director.
GEORGE HARRISON, Director.

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SCHEDULE OF TOLLS

REFERRED TO IN THE FOREGOING AGREEMENT.

		s.	d.
For all dung, compost, all sorts of manure, undressed materials for the repair of public roads or highways, coal, coke, culm, charcoal, lime, limestone, cinders, stones for building, pitching, and paving, bricks, tiles, slates, clay, sand, ironstone, iron ore, and pig iron - - - - - - - per ton		0	6
All other articles, of whatever description - - - per ton		1	0
For passengers of all classes - - - - - each		0	3
For cattle, sheep, and pigs - - - per truck or van		1	6
For single animals, including horses - - - - each		0	3
For carriages - - - - - - each		0	3
For dogs - - - - - - - each		0	0¾
For parcels - - - - - - - each		0	0¾

Seal.

JAMES ALLAN.
JOHN RAMSAY.

Seal.

GEO. ROBERTSON, Director.
GEORGE HARRISON, Director.

SCHEDULE (B.)

AGREEMENT among the Trustees of the Clyde Navigation, incorporated by "The Clyde Navigation Consolidation Act, 1858," (hereafter called "the Clyde trustees,") first parties; the North British Railway Company, incorporated by "The North British, Edinburgh, Perth and Dundee, and West of Fife Railways Amalgamation Act, 1862," (herein-after called "the railway company,") second parties; and John Ross, junior, Andrew Galbraith, Archibald Galbraith, and Thomas Thomson, all merchants in Glasgow, Robert Napier, engineer there, and Adam Paterson, writer there, (herein-after called "the Stobcross proprietors"), third parties.

WHEREAS the Stobcross proprietors are owners of the lands of Stobcross, lying in the barony parish of Glasgow and shire of Lanark: And whereas the Clyde trustees are proprietors of a portion of the said lands of Stobcross having frontage to the river Clyde, subject to certain conditions, provisions, and

others relative to the use thereof, and otherwise, all as specified in a disposition granted by the said John Ross, junior, and others, then proprietors of the said lands of Stobcross, in whose right the Stobcross proprietors now are, in favour of the then acting Clyde trustees, in whose right "the Clyde trustees" now are, dated first and second October eighteen hundred and forty-six (1st and 2nd October 1846): And whereas the "railway company" as coming in place of "the Edinburgh and Glasgow Railway Company," have right to another piece or portion of the said lands of Stobcross, extending to about fifty-eight thousand three hundred and seventy-five (58,375) square yards or thereby (lying immediately to the north of the portion of said lands herein-before mentioned, conveyed to the Clyde trustees), for the purposes of the Stobcross railway and station, authorised by "The Edinburgh and Glasgow Railway (Extensions) Act, 1864," and that under and in virtue of an agreement dated twenty-sixth, twenty-seventh, and twenty-eighth November and first December eighteen hundred and sixty-three, (26th, 27th, and 28th November and 1st December 1863,) entered into between the said Edinburgh and Glasgow Railway Company and the said John Ross, junior, and others, then proprietors of the said lands of Stobcross, in whose right the Stobcross proprietors now are, but that subject to the conditions and provisions contained in the said agreement, and also subject to certain conditions and provisions qualifying the said agreement, contained in the said "Edinburgh and Glasgow Railway (Extensions) Act, 1864," and also in "The North British General Powers Act, 1868," and in "The North British Railway Act, 1869:" And whereas the Clyde trustees being empowered by their existing Acts of Parliament to construct upon the said ground so acquired by them from the Stobcross proprietors a wet dock or tidal basin, and other relative works, now desire to abandon the said wet dock or tidal basin, and to construct a larger and more commodious dock or tidal basin and other relative works instead thereof, for the accommodation of the increasing shipping resorting to the harbour of Glasgow, for which purpose it is necessary to take and use not only a large portion of the ground agreed to be sold by the Stobcross proprietors to the said Edinburgh and Glasgow Railway Company, and to which the railway company have now right, but also a portion of the remaining lands of Stobcross belonging to the Stobcross proprietors: And whereas such an arrangement rendered necessary the deviation and part abandonment of the said Stobcross railways and works, and the acquiring of other ground for station purposes, the railway company would only consent to a sale to the Clyde trustees of any portion of the land agreed to be acquired for the purposes of the said Stobcross line and station on the condition of their obtaining an equivalent quantity of land for the railways and station immediately adjoining and to the north of the ground to which they have at present right, and on the further condition that the Clyde trustees should agree to advance or subscribe a portion of the capital required for the construction of the said railways and works: And whereas the railway company and the Clyde trustees have entered into an agreement for raising the necessary capital to complete the said railways and works, under certain modifications and alterations, which will permit of the Clyde trustees constructing and forming the said larger and more commodious dock or tidal basin and relative works, and have made proposals to the Stobcross proprietors for the purchase of additional lands belonging to them, and for their

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consent to a sale by the railway company to the Clyde trustees of part of the land aforesaid to which the railway company have so acquired right: And whereas an action is now pending in the Court of Session in Scotland, at the instance of the Stobcross proprietors against the Clyde trustees, in connexion with the ground so sold by the former to the latter in eighteen hundred and forty-six (1846), and the Stobcross proprietors declined to entertain any terms for selling any portion of the latter's remaining lands to the railway company, or to consent to their conveying any portion of the ground to which they had acquired right for the purpose of the said Stobcross railways and station, unless the questions in dispute between the Stobcross proprietors and the Clyde trustees were first settled: And whereas the Clyde trustees do not admit the claims made by the Stobcross proprietors under the foresaid action and the disposition granted by them as aforesaid, but are willing, as part of a general arrangement, to concur in a settlement on the terms after mentioned: And whereas negotiations having been entered into among the parties hereto, (first) for the acquisition by the Clyde trustees from the railway company and the Stobcross proprietors of a portion of the ground so agreed to be sold by the Stobcross proprietors to the said Edinburgh and Glasgow Railway Company, and for the acquisition by the Clyde trustees of a portion of the lands of Stobcross from the Stobcross proprietors; (second) for the acquisition by the railway company from the Stobcross proprietors of a considerable portion of their grounds part of the said lands of Stobcross; and (third) for the settlement not only of the claims of the Stobcross proprietors against the Clyde trustees in the said action and under the said disposition granted by the Stobcross proprietors and their predecessors in favour of the Clyde trustees, but also for the settlement of the claims of the Stobcross proprietors against the railway company under the said agreement and under the said three herein-before mentioned Acts of Parliament, excepting only the balance of the price still unpaid stipulated for in the said agreement, which balance is to be paid as herein-after mentioned; And whereas, after numerous negotiations, an arrangement to the following effect was come to, which it is proper should be reduced to writing: Therefore the parties hereto agree and bind and oblige themselves as follows:

First. The railway company agree, with the consent of the Stobcross proprietors, but subject to the conditions after mentioned, to sell to the Clyde trustees, and the latter agree to purchase for the purposes of their enlarged undertaking as aforesaid, the piece of ground extending to forty-six thousand and ten (46,010) square yards or thereby, tinted green on the plan or sketch endorsed hereon, and subscribed by the parties as relative hereto, and bounded as follows: on the south by the ground herein-before mentioned conveyed by the Stobcross proprietors to the Clyde trustees; on the west by the lands of Overnewton; on the east by the piece of ground hatched in red herein-after agreed to be conveyed; on the north-east by a continuation of Stobcross Street; and on the north partly by the ground immediately herein-after mentioned, coloured yellow, and partly by the remainder of the ground herein-before mentioned which was agreed to be sold by the Stobcross proprietors to the said Edinburgh and Glasgow Railway Company, and which piece of ground is part and portion of the said piece of ground extending to fifty-eight thousand three hundred and seventy-five (58,375) square yards, agreed to be sold by the said

agreement between the said Edinburgh and Glasgow Railway Company and the Stobcross proprietors, and that at the price or consideration of twenty-five shillings for each square yard of which the said piece of ground so agreed to be conveyed to the Clyde trustees shall consist.

Second. The Stobcross proprietors also agree, subject to the conditions and provisions after mentioned, to sell to the Clyde trustees, and the latter agree to buy from the former, another piece of ground extending to five thousand three hundred and twelve (5,312) square yards, coloured yellow on the said plan, being part of the remaining lands of Stobcross, and bounded as follows: on the west by the lands of Overnewton; on the south by the lands herein immediately before mentioned agreed to be conveyed to the Clyde trustees; and on the north by the ground immediately herein-after mentioned agreed to be conveyed by the Stobcross proprietors to the railway company, and tapering on the east to a point; and also that stripe of ground tinted purple on the said plan, extending to one hundred and eleven (111) square yards or thereby, bounded on the west by the said piece of ground hatched red, and on the east by the lands belonging to the trustees of Mr. and Mrs. John Kirkpatrick, on the south by ground conveyed as aforesaid to the Clyde trustees, and on the north by Stobcross Street, and these at the price of twenty-five shillings for each square yard of which the said piece and stripe of ground shall consist. And further, the Stobcross proprietors agree, without any further or other consideration, to convey to the Clyde trustees all their right and interest in and to the piece of ground extending to eight hundred and fifty (850) square yards or thereby, intended to have formed part of a street under the said agreement between the said Stobcross proprietors and the Edinburgh and Glasgow Railway Company, as altered by the said "Edinburgh and Glasgow Railway (Extensions) Act, 1864."

Third. The Stobcross proprietors also agree, subject to the conditions and provisions after mentioned, to sell to the railway company, and the latter agree to buy from the former, the piece of ground extending to forty-six thousand and ten (46,010) square yards or thereby, coloured or tinted blue on the said plan, and surrounded with a red line (an extent equivalent to that which by article first has been agreed to be conveyed to the Clyde trustees), bounded the said piece of ground so to be acquired by the railway company from the Stobcross proprietors, as follows: on the south partly by the ground tinted yellow hereinbefore mentioned agreed to be sold by the Stobcross proprietors to the Clyde trustees, and partly by the remaining ground agreed to be sold by the Stobcross proprietors to the Edinburgh and Glasgow Railway Company under the said agreement, and partly by the piece of ground numbered two and hatched in blue, herein-after mentioned; on the west by the lands of Overnewton; upon the east partly by the said piece of ground numbered two hatched in blue, and partly by the centre of a street of sixty feet in width, herein-after mentioned, to be called Galbraith Street; and on the north by the piece of ground numbered one, hatched in blue, herein-after mentioned, and which piece of ground is also part of the remaining lands of Stobcross belonging to the Stobcross proprietors, and that also at the said price of twenty-five shillings per square yard.

Fourth. In order to carry out the foregoing arrangements, the price payable by the Clyde trustees for the said piece of ground extending to forty-six thousand and ten (46,010) square yards, contracted to be sold by the railway

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company and the Stobcross proprietors to the said Clyde trustees by article first hereof, and the interest due thereon, shall be paid by the Clyde trustees to the Stobcross proprietors, who shall, upon receiving such price and upon payment to them by the railway company of the sum of two thousand five hundred and thirty-seven pounds ten shillings (2,537*l.* 10*s.*), the balance of the price still due and payable in respect of the ground agreed to be sold to the Edinburgh and Glasgow Railway Company by the said agreement between the said last-mentioned railway company and the Stobcross proprietors, and all interest due on such balance, grant or concur in granting a conveyance in favour of the Clyde trustees of the said piece of ground agreed to be sold to them under article first hereof; and the Stobcross proprietors shall also at the same time, and without further consideration, convey to the said railway company the said additional piece of ground containing forty-six thousand and ten (46,010) square yards, coloured blue on said plan, contracted by article third hereof to be sold and conveyed by the Stobcross proprietors to the railway company.

Fifth. The Stobcross proprietors also agree to convey in feu, subject to the conditions herein-after mentioned, to the railway company, and the railway company agree to take and purchase in feu from the Stobcross proprietors, (first) the piece of ground extending to twenty-three thousand three hundred and one (23,301) square yards, hatched in blue, marked number one, and delineated on the said plan and bounded as follows: on the south by the said piece of ground coloured blue herein-before agreed to be sold and conveyed to the railway company; on the west by the said lands of Overnewton; on the east by the centre of the said street of sixty feet in width to be called Galbraith Street; and on the north by the centre of an intended street of sixty feet in width herein-after mentioned; and (second) that other piece of ground extending to four thousand one hundred and seventy (4,170) square yards or thereby, marked number two (No. 2), and hatched blue on the said plan, and bounded on the south by the said remaining ground agreed to be conveyed to the Edinburgh and Glasgow Railway Company by the said agreement; on the west and north by the ground coloured blue, herein-before by article third hereof agreed to be conveyed to the railway company; and on the east by the centre of the said intended street to be called Galbraith Street, which said two pieces of ground are also parts of the remaining lands of Stobcross, and that at the price or consideration of twenty-five shillings per square yard, to be converted into a feu duty calculated at the rate of five per centum per annum on the said price; and the railway company shall sufficiently secure the Stobcross proprietors in the payment of the said feu duty.

Sixth. It is an express condition and provision of this agreement that the Clyde trustees shall, in addition to the prices herein-before mentioned, make payment to the Stobcross proprietors of the sum of ten thousand pounds (10,000*l.*), and that the railway company shall make payment to the Stobcross proprietors of the sum of five thousand pounds (5,000*l.*), amounting together to fifteen thousand pounds (15,000*l.*), and that the Stobcross proprietors shall in respect of the said sums (first) withdraw and discharge the said proceedings in the Court of Session at their instance against the Clyde trustees, and discharge the restrictions, reservations, and others in their favour or to which they have right under and in virtue of the said disposition granted by the Stobcross

proprietors in favour of the Clyde trustees, and specially all restrictions, prohibitions, and reservations in respect to the nature and use of buildings and erections to be constructed upon the ground conveyed by the said disposition, and also all claims for or in respect of the past, present, and future use of the said ground; and (second) discharge the railway company of all claims of every kind which they the Stobcross proprietors have or may have against the railway company, under and in virtue of the said agreement between the Edinburgh and Glasgow Railway Company and the Stobcross proprietors, and under "The North British Railway (General Powers) Act, 1868," and "The North British Railway Act, 1869," excepting the six hundred pounds (600*l.*) yearly, stipulated to be paid by the railway company to the Stobcross proprietors under the forty-sixth (46th) section of "The North British Railway General Powers Act, 1868," which shall continue to be payable till the royal assent shall have been obtained to an Act of Parliament for the purposes mentioned in article twelfth (12th) hereof, to be applied for as therein mentioned.

Seventh. The price of the various pieces of ground to be sold and conveyed as aforesaid, together with the said sum of fifteen thousand pounds (15,000*l.*), mentioned in the immediately preceding article, shall bear interest from the date when the said proposed Act shall obtain the royal assent, at the rate of five per centum per annum, and shall be payable at the term of Martinmas eighteen hundred and seventy (1870), and the feu duty payable under article fifth (5th) hereof shall also run from the date of such royal assent.

Eighth. The railway company shall not be entitled to erect, fronting either of the said streets bounding the ground so agreed to be sold and feued to them, any buildings or erections of any kind fronting the said two streets nearer than thirty feet from the centre thereof, nor shall the railway company be entitled, without the consent of the Stobcross proprietors, to erect fronting the said streets any dead walls above the height of twenty feet, or any gables or sides of buildings above that height without windows therein, or to erect any building fronting the said two streets exceeding in height three ordinary square storeys above the ground, except buildings of greater height shall be erected on the other side of the said street, in which case the railway company shall be entitled to erect buildings of equal height to those on the other side of the said street.

Ninth. The said street of sixty feet in width along the north side of the said piece of ground marked number one (No. 1), agreed to be feued to the railway company, shall, so far as necessary, at the expense of the railway company, be brought to such levels as shall make the same available as a proper street and access to the railway station and the surrounding ground on both sides of the said street, and, in the event of difference in opinion, shall be brought to such levels as may be fixed by the master of works for the city of Glasgow for the time, or by any engineer or surveyor to be appointed by him; and the said street last herein-before mentioned, and also the said other intended street of sixty feet in width, to be called Galbraith Street, so far as fronting the said pieces of ground agreed to be feued to the railway company under article fifth hereof, and so far as fronting the said piece of ground coloured blue, agreed to be sold and conveyed to the railway company by article third hereof, and also so far as fronting the remainder of the said piece of ground agreed to be sold by

A.D. 1870. the Stobcross proprietors to the Edinburgh and Glasgow Railway Company, that is, till Galbraith Street reaches Stobcross Street or Entry, as shown on said plan, shall (so far as not already done) be causewayed at the joint and mutual expense of the Stobcross proprietors and the railway company, and each party shall be bound, on being required by the other, to causeway their respective halves of the said streets; and also on their respective sides of the said two streets to form and maintain, at their own expense, a sufficient footpath with pavement of not less than ten feet in width sufficiently edged with a kerbstone and syver along the same for carrying off the water, and to uphold and maintain the carriageways and footpaths of the said streets, so far as included in the ground hereby and by said agreement agreed to be conveyed to the railway company, in good order and repair in all time thereafter; but so far as relates to Galbraith Street, only until the same shall be made or become a public street, in manner provided by the twenty-fourth (24th) section of "The Edinburgh and Glasgow Railway (Extensions) Act, 1864:" Declaring that the Clyde trustees shall be entitled to enforce the formation by the railway company and the Stobcross proprietors of the said street when and as they might have done so under the said twenty-fourth (24th) section of the said Act: And in respect the Stobcross proprietors have already formed a main drain or common sewer in the said intended street, to run along the north boundary of the said piece of ground number one (No. 1) hatched blue, and also in the said intended street to be called Galbraith Street, the railway company shall be bound, if called upon by the Stobcross proprietors, to pay one half of the expense of forming the said sewers in the said two intended streets corresponding to the extent of their frontage thereto, as the amount of such expense shall be certified by the engineer of the Stobcross proprietors; but if the Stobcross proprietors shall think it desirable to alter the levels and capacity of the said common sewers in the said two streets, or in either of them, the railway company shall be bound, instead of paying one half of the cost of the existing sewers, to pay one half of the expense of forming new common sewers in the said street, or in either of them, and that of such dimensions and such levels as shall be fixed by the engineer of the Stobcross proprietors; and the railway company shall be bound to bear one half of the expense of upholding and maintaining the said common sewers so formed or to be formed in good order and repair in all time coming, or as regards Galbraith Street, until that street and common sewer therein shall become public: Declaring that the sewers formed or to be formed as aforesaid in the said two streets shall be common property to the Stobcross proprietors and their successors in the said lands of Stobcross, and the railway company, and other feuars and disponees of the Stobcross proprietors to whom right to use them has been or may be given by the Stobcross proprietors: Declaring that the said street of sixty feet in width to be formed along the northern boundary of the ground marked number one (No. 1), herein-before agreed to be feued to the railway company, shall be and remain a street for the use of the Stobcross proprietors and of the railway company, and of the feuars and disponees of the lands of Stobcross having frontage to the said street, and that the same shall not be made or become a public street for the use of third parties or of the public generally, except with mutual consent of the Stobcross proprietors and the railway company.

Tenth. The Stobcross proprietors shall have full power to draw water from the river Clyde, and from the wet dock or basin to be formed in the ground already sold and hereby agreed to be sold to the Clyde trustees; for which purpose the Stobcross proprietors shall have power to carry pipes through the ground conveyed or hereby agreed to be conveyed to the Clyde trustees and to the railway company, and that at such places as may be required for the convenience of the Stobcross proprietors' remaining lands; and the Stobcross proprietors shall also have power to carry sewers from their said remaining lands through the ground to be conveyed to the railway company and to the Clyde trustees, and through the lands formerly sold to the Clyde trustees by the Stobcross proprietors, to the river Clyde or to the wet dock or tidal basin so to be formed, the said pipes and sewers to be laid so as not, when formed, to interfere injuriously with the line and works of the said railway company, or the traffic thereon, or their engine sheds or other buildings, or with the works or erections of the Clyde trustees; but in the event of the Clyde trustees and the railway company, or either of them, being desirous to prevent the said sewers from being carried through the ground agreed to be conveyed to them, and the sewage discharged into the said dock or basin, then the Clyde trustees and the railway company, or either of them, shall be entitled to divert the sewerage by means of carrying a main sewer, leading from the west end of the said lands of Stobcross, westward or southward to and connecting with a sewer leading into the river, and that in such line, to such levels, and of such capacity as may be agreed upon by the Clyde trustees, the railway company, and the Stobcross proprietors, and in the case of difference as may be fixed by the master of works for the city of Glasgow for the time; and so much of the expense of forming the said sewer as shall be found to be in excess of the estimated cost of carrying the same to the wet dock or tidal basin authorised to be constructed on the lands of Stobcross by the Clyde Trustees Act, ninth Victoria, caput twenty-three, eighteen hundred and forty-six (9th Victoria, cap. 23, 1846), shall be mutually borne by the Clyde trustees and the railway company, the remainder being to be borne by the Stobcross proprietors: And in respect the sewerage from the remaining lands of Stobcross belonging to the Stobcross proprietors is presently removed by means of a sewer or sewers which run to the said river through the lands now agreed to be conveyed to the Clyde trustees and to the railway company, and that in the course of the operations of the Clyde trustees the said sewer or sewers, so far as situate on the lands conveyed or to be conveyed to the Clyde trustees and the railway company, may be removed or interfered with: Therefore the Clyde trustees shall be bound, at their own expense, to form and construct a proper sewer of sufficient dimensions, connecting with the said sewer or sewers where the same may be so interfered with by them, so as to carry the sewage from the lands which will remain to the Stobcross proprietors to the river Clyde, or to the main sewer in Finnieston Stree , if it can be made available; the levels and dimensions of the said new sewer to be fixed by the engineers of the Stobcross proprietors and the Clyde trustees, and in the event of difference in opinion by the master of works for the city of Glasgow for the time.

Eleventh. And in respect the Clyde trustees also propose to remove, alter, or divert the road or street running southwards from Stobcross Street, stipulated for

A.D. 1870. in the said agreement between the Edinburgh and Glasgow Railway Company and the Stobcross proprietors, as altered by "The Edinburgh and Glasgow Railway Company (Extensions) Act, 1864," it is hereby provided and declared that the Clyde trustees shall be bound in place thereof to afford to the Stobcross proprietors and their tenants and feuars and disponees convenient access to their said intended docks by means of the Point-house Road as now proposed to be altered, reserving to the Stobcross proprietors their rights of access to and from Finnieston Street by means of Stobcross Street or Entry: And the railway company shall, if required by the Stobcross proprietors, in lieu of all other bridges or crossings, give an access for foot passengers from the Stobcross proprietors' remaining lands across the railway company's line and station to the Point-house Road, as now proposed to be altered, at a convenient place at or near the west end of the ground now agreed to be conveyed and feued by the Stobcross proprietors to them. But such access shall be by a bridge only, which bridge shall not be less than twelve feet in width, and shall be maintained by and at the expense of the railway company in all time coming, and shall be placed in such a position as not to interfere with their line or works, or the working of the traffic thereon, or as little as may be; and the said position may be afterwards altered by and at the expense of the railway company to another situation in the neighbourhood, if such alteration be necessary for their more convenient working of the traffic on the said line.

Twelfth. The Clyde trustees and the railway company shall, in the ensuing session of Parliament, apply for and prosecute a Bill or Bills for the purpose of enabling them to abandon the said docks and the said railways and station, and to enable them to purchase and acquire the ground herein-before contracted to be sold to them respectively, and to construct thereon respectively the said enlarged dock or tidal basin and relative works, and the said intended railways and station.

Thirteenth. All costs and charges incurred by the Stobcross proprietors connected with the preparation and carrying out of this agreement, and the conveyance of the said several pieces of ground to the Clyde trustees and the railway company, and also all expenses which the Stobcross proprietors may require to incur in connexion herewith or the said Bill or Bills, and that whether such Bill or Bills shall be passed or not, shall be borne and paid by the Clyde trustees and the railway company in equal proportions.

Fourteenth. In the event of the said Bill or Bills not being passed into law in the next ensuing session of Parliament in such shape as to authorise the formation of the said intended enlarged dock and relative works, and the said railways and other works, then this agreement shall come to an end, and the same and all that has or may follow hereon shall be of no force or effect whatever; and all actions, claims, and rights of the parties hereto shall revive and be in every respect in the same position as if this agreement had not been entered into, excepting only the Stobcross proprietors' claims for their costs and expenses under article thirteenth hereof; and none of the parties hereto shall be entitled to found on these presents, to any extent or effect whatever, except as aforesaid and as showing the reason which influenced delay in insisting upon their respective rights: And the parties hereto consent to registration hereof for preservation and execution. IN WITNESS WHEREOF these presents, prepared by

Moncrieff, Paterson, Forbes, and Barr, writers in Glasgow, and consisting of this and the twelve preceding pages of paper, intended to be duly stamped, written, in so far as not printed, by John Duncan, clerk to the said Moncrieff, Paterson, Forbes, and Barr, are subscribed and sealed in triplicate, as follows, viz.: These presents are subscribed by the said John Ross, junior, Andrew Galbraith, Archibald Galbraith, Thomas Thomson, and Adam Paterson, all at Glasgow, on the fourteenth day of December eighteen hundred and sixty-nine, before these witnesses, David Barr, writer in Glasgow, and the said John Duncan, and by the said Robert Napier, at West Shandon, in the parish of Row, Dumbartonshire, the sixteenth day of the said month of December, and year last above written, before these witnesses, Donald Turner MacLellan, residing at Craigmore, Shandon, in the said parish of Row, and John Ley, butler to the said Robert Napier; and these presents are subscribed by George Smith, merchant in Glasgow, and John Hutchison, ship and insurance broker there, two of the trustees of the Clyde Navigation, duly authorised, and sealed with the corporate seal of the trustees of the Clyde Navigation, all at Glasgow, the eleventh day of January eighteen hundred and seventy, before these witnesses, George Reith, general manager of the Clyde Navigation, and William Campbell, clerk in the City Chambers, Glasgow; and these presents are subscribed by John Ronald, solicitor before the Supreme Courts of Scotland, Edinburgh, and George Robertson, writer to Her Majesty's Signet, Edinburgh, two of the directors of the North British Railway Company, and sealed with the corporate seal of the said company, all at Edinburgh, the eighth day of February, and year last above written, before these witnesses, John Wilson Barrie and James Fergusson, both clerks in the head office of the North British Railway Company at Edinburgh. (Signed) Th. Thomson, John Ross, junr., A^w. Galbraith, Arch^d. Galbraith, Adam Paterson, R. Napier, Geo. Smith, John Hutchison, (L.S.) John Ronald, Geo. Robertson, (L.S.) David Barr, witness, John Duncan, witness, Donald T. MacLellan, witness, John Ley, witness, Geo. Reith, witness, Will. Campbell, witness, John W. Barrie, witness, J. Fergusson, witness.

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