ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cclxxix.

An Act to empower the *Edinburgh and Glasgow* Railway Company to make Railways at *Cowlairs*, and between *Maryhill* and the River *Clyde*; to authorize the Construction of a Tramway at the Harbour of *Glasgow*; and for other Purposes.

[25th *July* 1864.]

WHEREAS the *Edinburgh and Glasgow* Railway Company were incorporated by "The *Edinburgh and Glasgow* Railway Consolidation Act, 1852:" And whereas it would be attended with public Advantage if the Company were authorized to make certain Railways at *Cowlairs*, and between *Maryhill* and the River *Clyde*, and a Tramway from the said Railways to the River, and to take Lands for the Purpose of forming or extending Stations, Depôts, and Sidings at *Cowlairs*, *Maryhill*, *Pointhouse*, *Kelvinhaugh*, *Stobcross*, and *Finnieston*: And whereas the Sums authorized to be raised, and which had on the Thirty-first Day of *July* Eighteen hundred and sixty-three been raised and received by the Company in pursuance of the several Acts relating to their Undertaking are respectively specified in the Schedule (A.) to this Act annexed: And whereas the Company had at the same Date expended for the Purposes of the 15 & 16 Vict. c. cix.

said Acts the Sum of Four millions nine hundred and seventy-five thousand one hundred and eighty Pounds Nineteen Shillings and One Penny, and it is expedient that the Company should be authorized to raise additional Capital for the several Purposes of this Act; 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:

Short Title.

1. This Act may be cited for all Purposes as "The *Edinburgh and Glasgow* Railway (Extensions) Act, 1864."

Interpretation of Terms.

2. In this Act the following Expressions shall have the Meanings hereby assigned to them:

"The Company" shall mean the *Edinburgh and Glasgow* Railway Company:

"The *Clyde* Trustees" shall mean the Trustees of the *Clyde* Navigation incorporated by "The *Clyde* Navigation Consolidation Act, 1858:"

"The Railways" shall mean the Railways by this Act authorized to be made and maintained:

"The Tramway" shall mean the Tramway by this Act authorized to be made and maintained.

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

3. "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (*Scotland*) Act, 1845," and Part First of "The Railways Clauses Act, 1863," are incorporated with this Act, and shall be applicable to the Railways and (except as herein otherwise specially provided) to the Tramway by this Act authorized to be made and maintained.

Certain Provisions of 8 & 9 Vict. c. 17. and 26 & 27 Vict. c. 118. incorporated.

4. Subject to the Provisions of this Act, the Clauses and Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer or Transmission of Shares, with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, with respect to the Forfeiture of Shares for Nonpayment of Calls, with respect to the Remedies of Creditors of the Company against the Shareholders, with respect to the borrowing of Money by the Company on Mortgage or Bond, with respect to the Conversion of the borrowed Money into Capital, with respect to the Consolidation of the Shares into Stock, with respect to the General Meetings of the Company and the Exercise of the Right of

Voting

Voting by the Shareholders, and with respect to the Provision to be made for affording Access to the Special Act by all Parties interested, and Parts First and Second of "The Companies Clauses Act, 1863," are incorporated with this Act: Provided that each Holder of new Shares or Stock in the Capital by this Act authorized to be raised shall be entitled to the same Number of Votes in respect thereof which the Possession of an equal nominal Amount of the Capital authorized by the Acts relating to the Company would have conferred upon him.

Power to raise additional Capital by new Shares.

5. It shall be lawful for the Company from Time to Time, in addition to the Capital authorized by the Acts relating to the Company, to raise for the Purposes of this Act any Sum not exceeding Two hundred and seventy thousand Pounds by the Creation and Issue of new Ordinary Shares or new Preference Shares or Stock in their Undertaking, or by the Creation and issue of new Ordinary Shares and new Preference Shares or Stock in their Undertaking, of such Amounts respectively as the Company may think fit, but not exceeding in the whole the said Sum of Two hundred and seventy thousand Pounds: Provided that the Company shall not issue any Share created under the Authority of this Act, nor shall any such Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Rights of Holders of new Shares or Stock.

6. The Capital to be raised by such new Shares or Stock shall be part of the general Capital of the Company, and, except as otherwise provided by the Special General Meeting of the Company which shall resolve to create and issue the same, such new Shares or Stock shall confer and impose on the Holders thereof all the Rights and Privileges, Liabilities and Obligations, which the existing Shares or Stock of the Company confer and impose on the Holders thereof.

Amount and Interval of Calls.

7. The Amount of each Call which the Company may make upon each Shareholder shall not exceed One Tenth Part of the Amount of the new Shares held by him, and successive Calls shall not be made at a less Interval than Two Months, and the aggregate Amount of Calls made in any One Year shall not exceed One Half of the Amount of such new Shares.

Power to borrow on Mortgage.

8. After the said additional Capital of Two hundred and seventy thousand Pounds shall have been subscribed for, and One Half thereof shall have been paid up, it shall be lawful for the Company from Time to Time to borrow on Mortgage of their Undertaking any Sum not exceeding Ninety thousand Pounds, in addition to the Sums authorized

authorized to be borrowed by the Acts relating to the Company; but no Part of such Sum shall be borrowed until the Company shall have proved to the Sheriff who is to certify under the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," that Shares for the whole of such additional Capital are issued, and that not less than Twenty *per Centum* has been paid on account of each separate Share before or at the Issue thereof, and that such Shares are *bonâ fide* held by the Subscribers or their Executors, Administrators, or Assignees, and that such Subscribers or their Executors, Administrators, or Assignees are legally liable for the same.

Former Mortgages and Bonds not to be affected.

9. The Mortgages and Bonds granted by the Company under the Authority of the Acts relating to the Company, or any of them, shall during their Subsistence have Priority over any Mortgage to be granted by the Company under the Authority of this Act.

Debt may be funded.

10. The Company may fund the whole or any Part of the Sums by this Act authorized to be raised on Mortgage under the Powers and Provisions, and with the Rights and Privileges, and subject to the Restrictions and Conditions which are contained in Sections Twenty to Twenty-eight, both inclusive, of "The *Edinburgh and Glasgow* Railway Consolidation Act, 1852."

Application of Money raised.

11. The whole Sums by this Act authorized to be raised by the Creation of new Shares or by borrowing shall be applied in defraying the Expense of the Works to be executed and the Lands to be acquired under the Authority of this Act, and in carrying into effect the Purposes of this Act, and to no other Purpose whatsoever.

Power to take Lands and make Works.

12. And whereas Plans and Sections showing the Lines, Situations, and Levels of the intended Railways and Tramway, and describing the Lands to be taken for the Purposes thereof, and for the Purpose of extending the Station and Siding Accommodation at *Cowlairs*, and of forming Stations, Depôts, or Sidings at *Maryhill*, *Pointhouse*, *Kelvinhaugh*, *Stobcross*, and *Finnieston*, with a Book of Reference thereto, have been deposited with the Principal Sheriff Clerks of the Counties of *Lanark* and *Renfrew*: It shall be lawful for the Company, subject to the Provisions and with the Powers contained in this Act and the Acts incorporated herewith, to enter upon, take, and use, for the Purposes before specified, the Lands described on the said Plans and in the said Book of Reference, or such of them or such Portions thereof as they may deem necessary, and to make and maintain the Railways and Tramway herein-after described, and all necessary Works and Conveniences connected therewith, in the Lines and Situations and on the Levels described on the said Plans and Sections.

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Description of Works.

13. The Railways and Tramway by this Act authorized to be made and maintained shall consist of—

1. A Railway diverging out of the Main Line of the *Edinburgh and Glasgow* Railway near the Two-mile Post from *Glasgow* on the said Railway, and terminating by a Junction with the Line of the *Glasgow, Dumbarton, and Helensburgh* Railway belonging to the Company, at or near the Bridge over the last-mentioned Railway which is situate near the existing Junction thereof with the Main Line of the *Edinburgh and Glasgow* Railway at or near *Cowlairs* Station:
2. A Railway diverging out of the Line of the *Glasgow, Dumbarton, and Helensburgh* Railway near the said existing Junction thereof with the Main Line of the *Edinburgh and Glasgow* Railway, and terminating by a Junction with the Sidings leading from the Main Line of the *Edinburgh and Glasgow* Railway near the said existing Junction:
3. A Railway diverging out of the Line of the *Glasgow, Dumbarton, and Helensburgh* Railway near the Point where the said Railway crosses under the *Forth and Clyde* Canal, and terminating at a Point near *Stobcross House*:
4. A Railway diverging out of the Railway third above described at a Point near *South Balgray* Farmsteading on the Estate of *Kelvinside*, and terminating at a Point near *Skaterig* Farmsteading:
5. A Railway diverging out of the Railway third above described at a Point near the South End of *Teviot Street, Glasgow*, and terminating at a Point near *Stobcross House* aforesaid:
6. A Tramway commencing by a Junction with the Railway fifth above described at a Point near *Stobcross House* aforesaid, and terminating at or near the South End of *Finnieston Lane, Glasgow*:

Which Railways and Tramway, and Works connected therewith, will be made in or will pass from, through, or into the Parishes of *Barony* of *Glasgow*, *Inner High Church* of *Glasgow*, *Saint Enoch's*, *Saint George's*, *Saint Peter's*, and *Govan*, and Subdivision Parishes of *Maryhill* and *Springburn*, all in the County of *Lanark*, and the Parish of *Renfrew* in the County of *Renfrew*, and the Royal Burgh of *Glasgow*.

Level Crossings of Roads by Tramway.

14. The Company may carry the Tramway by a single or double Line of Rails on the Level across the following Roads or Streets:

Number on Plan.	Parish.	Description of Road.
123	Barony - - - - - -	Road or Street.
142	Barony - - - - - -	Road or Street.

Provided that the Provisions of the Acts or Parts of Acts herewith incorporated with respect to Level Crossings of Roads by Railways shall not be applicable to the Level Crossings of Roads by the Tramway.

Tramway to be worked by Horse Haulage only.

15. The Traffic on the Tramway shall be conveyed by Horse Haulage only, and it shall not be lawful to use Locomotive Engines for the Conveyance of Traffic thereon or on any Part thereof.

Lands for extraordinary Purposes.

16. The Company may purchase by Agreement and may hold Lands on or near to the Railways and the Tramway, not exceeding Five Acres in Extent, for the Extraordinary Purposes mentioned in "The Railways Clauses Consolidation (*Scotland*) Act, 1845."

Powers for compulsory taking of Lands limited.

17. The compulsory Powers of taking Lands conferred by this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for completing Works.

18. The Railways and Tramway by this Act authorized shall be completed and opened for public Traffic within Four Years from the passing of this Act.

Penalty if Railways not completed within the Period limited.

19. If the Railways shall not be completed and opened for public Traffic within Four Years from the passing of this Act, the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day after the Expiration of the said Period until the Railways shall be completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it shall appear by a Certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening the Railways by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

For Protection of Lands of Kelvinside.

20. Nothing contained in this Act, or in any of the Acts incorporated herewith, shall authorize the Company to enter upon or take for any Purpose whatsoever any Part of the Lands of *Kelvinside* belonging to *Matthew Montgomerie* and *John Park Fleming* which is not situate within the Limits of Deviation delineated on the Plans deposited as aforesaid, nor to take any Part of the said Lands of *Kelvinside* within the said Limits of Deviation except what is necessary for a double Line of Railway, and the Slopes, Culverts, Bridges, Roads, and other such Works necessary for the Construction of such double Line, and what is necessary for a Station House and Depôt attached, with a Warehouse and Shed behind the Station House for the Use of the Station, all on the South Side of the *Great Western Road*

Road and West Side of the Railway third above described: Provided always, that the Quantity of Land to be taken for the said Station House, Depôt, Warehouse, and Shed shall not exceed Three Quarters of an Acre in all, and that the said Station House, Warehouse, and Shed shall be constructed in such architectural Style as shall, previously to commencing the Construction thereof, be approved of by Two Architects, one to be named by the Company and the other by the Proprietors of the said Lands of *Kelvinside* for the Time being, or by an Architect to be appointed by those Two Architects in the event of their differing in Opinion: Provided also, that no other Buildings or Erections of any Kind shall be placed by the Company upon the said Lands of *Kelvinside*, and that no Part of those Lands shall be used by the Company for any Purpose other than those specified in this Section.

Roads to be formed to Dock at Stobcross.

21. When and as soon as the *Clyde* Trustees shall form the Wet Dock or Basin on the Lands of *Stobcross* authorized by the Local Act Ninth *Victoria*, Chapter Twenty-three, or any Part thereof, or at such earlier Period as the Company shall think fit, but not later as respects the Access or Road first herein-after described than Three Years after the passing of this Act, the Company shall, at their own Expense, subject to the Provision herein-after contained, provide the necessary Ground for and shall form and open for public Use the Two Accesses or Roads herein-after described, for the Purpose of affording Communication between the said Dock and those Portions of the City of *Glasgow* which are situate to the Northward and Eastward thereof, *videlicet:* (First) an Access or Road of Forty Feet in Width (measuring Westward from the Eastern Boundary of the Lands of *Stobcross*), extending from the West End of *Stobcross Street* Southward until the same shall join the present Level of the Road numbered on the Plans deposited with reference to this Act 104 in the *Barony* Parish of *Glasgow;* the Gradient of which Access or Road so to be formed shall not in any Part thereof be steeper than One in Twenty, and shall be uniform from the Bridge herein-after mentioned Northward to the West End of *Stobcross Street;* and the Company shall erect the Bridge and other relative Works that may be necessary to admit of their Rails being carried under such Bridge consistently with the said Gradients; and the *Clyde* Trustees shall give to the Company without Payment the Ground necessary for the Formation of the said Access or Road, in so far as such Ground shall form Part of the Lands of *Stobcross* belonging to the *Clyde* Trustees: Provided always, that in the event of the *Clyde* Trustees desiring that the Gradient of the said Access or Road on the Southern Side of the said Bridge should be flatter than One in Twenty, the Company shall form the said Access or Road of such Gradient as the *Clyde* Trustees may desire, not being flatter than One in Thirty, on Condition of the *Clyde* Trustees

Trustees giving the necessary Ground for so improving the Gradient: (Secondly) another Access or Road of not less than Forty Feet in Breadth, from *Finnieston Street*, crossing the Tramway by this Act authorized on the Level thereof, and passing through the Lands numbered on the said deposited Plans 117, 118, and 119 in the *Barony* Parish of *Glasgow*, or One or more of them, until it joins the said Road numbered 104 on its present or altered Level, which Access or Road shall be parallel or nearly parallel with the Southern Boundary of the said Lands numbered 117, and the Southern Side of such Access or Road shall be at such Distance, not exceeding Fifty Feet from such Southern Boundary, as the Company shall determine; and in the event of the *Clyde* Trustees desiring that the said Access or Road from *Finnieston Street* should be of a greater Width than Forty Feet, but not exceeding Sixty Feet, the Company shall provide such further Ground as may be necessary for such additional Width, and shall form the said Access or Road of a corresponding Width accordingly, but in that event the *Clyde* Trustees shall repay to the Company the Expense incurred by them in purchasing the Ground required for and in forming such additional Width of Road.

As to Bridge for Road over Tramway.

22. The Bridge to be constructed for carrying the Access or Road first herein-before described over the Tramway and Rails by this Act authorized shall be Forty Feet in Width between the Parapets, and shall be so constructed that the Face of the Southern Abutment thereof shall not be further South than the Northern Boundary of that Part of the Lands of *Stobcross* now belonging to the *Clyde* Trustees, and so that the Surface of the Roadway on the said Bridge at the said Northern Boundary shall not be more than Seventeen Feet above the Level of the Rails of the Tramway.

Company to construct Retaining Walls and Embankment for Road to join diverted Pointhouse Road.

23. Within Three Years from the passing of this Act the Company shall, at their own Expense, construct the necessary Retaining Walls and Embankment for a Road Forty Feet in Width from the Access or Road first herein-before described Westward, along the South Side of the Northern Boundary of that Part of the Lands of *Stobcross* belonging to the *Clyde* Trustees, and falling with a uniform Gradient of One in Twenty until it join the proposed Level of the diverted Line of the *Pointhouse Road*, as shown on the Plans and Sections deposited with reference to the said Act, Ninth *Victoria*, Chapter Twenty-three; and in the event of the *Clyde* Trustees requiring the said Retaining Walls and Embankment to be constructed so that the Gradient of the said Road herein provided for may be made One in Thirty instead of One in Twenty, the Company shall construct the said Retaining Walls and Embankment accordingly, but in that Event the *Clyde* Trustees shall repay to the Company the additional Cost thereof; and in any Event the *Clyde* Trustees shall

shall provide without Charge the Ground necessary for the whole of the said Road, and shall metal, causeway, pave, and fence the same at their own Expense and whenever they think fit, and the said Road when so completed shall be a public Road.

As to Formation of Street from Stobcross to Minerva Street.

24. Whereas by a Minute of Agreement and Sale between the Company on the First Part, and *James Scott* and others, Proprietors of the Lands of *Stobcross*, on the Second Part, dated the Twenty-sixth, Twenty-seventh, and Twenty-eighth Days of *November* and First Day of *December* Eighteen hundred and sixty-three, the said Parties agreed, among other things, to form at mutual Expense Streets of the Width and on the Levels therein specified along the Eastern and North-eastern Boundaries of the Land thereby sold to the Company, and the said Proprietors agreed at their own Expense to carry Northward the last-mentioned Street till it join *Minerva Street*, and it was provided that none of the said Streets should be declared public Streets without the Consent of the Parties to the said Agreement: And whereas the Access or Road first herein-before required to be formed by the Company is in the Line of the said proposed Street along the Eastern Boundary of the Land so sold to the Company by the Proprietors of the said Lands of *Stobcross*, and the said Proprietors have agreed to accept of the same when formed in lieu of the said Street, although differing therefrom in Width and Levels, and have also agreed that the same when formed shall be a public Street, and that the Continuation thereof along the North-eastern Boundary of the Land sold by them to the Company as aforesaid, and thence Northward till it join *Minerva Street*, shall, when the said Dock or any Part thereof is formed, be a public Street, and that the *Clyde* Trustees may, when the said Dock at *Stobcross* or any Part thereof is formed, enforce the Formation, by the Parties respectively liable therefor under the said Minute of Agreement and Sale, of the said Street in Continuation of the Access or Road first herein-before described to *Minerva Street*: Therefore the said Minute of Agreement and Sale is to that Extent varied accordingly; and when and as soon as the *Clyde* Trustees shall form the said Dock at *Stobcross*, or any Part thereof, it shall be lawful for them to enforce the Formation, by the Parties respectively liable therefor as aforesaid, of the said Street from the Northern Termination of the said Access or Road at the West End of *Stobcross Street* to *Minerva Street*; and, except as in this Act provided, nothing in this Act shall vary the said Agreement.

Arbitration between Company and Clyde Trustees.

25. If any Difference of Opinion shall arise between the Company and the *Clyde* Trustees with respect to the Mode of forming the Accesses or Roads herein-before provided for, or the Works connected therewith, or the Sums to be paid by the *Clyde* Trustees in the several Events herein-before mentioned, all such Differences shall, subject to

the Provisions of this Act, be referred to the Determination of a competent Person to be named, on the Application of either of the Parties, by the Sheriff of *Lanarkshire*, whose Decision shall be final and binding upon both Parties.

Company not to take Lands belonging to Clyde Trustees without Consent.

26. It shall not be lawful for the Company, without the Consent in Writing of the *Clyde* Trustees, to take or use for the Purposes of this Act any Ground now belonging to the *Clyde* Trustees and appropriated by Parliament for the Construction of the said Wet Dock or Basin and relative Works at *Stobcross*, or for the Formation of the intended Road to be carried along the North and East Sides of the said Dock as a Diversion of the *Pointhouse Road*, except in so far as necessary for the Accesses and Roads herein-before expressly provided for, and the Works necessarily connected therewith, and excepting also such Portion of the Quay of the Harbour as may be necessary for forming the Junction of the Tramway authorized by this Act with the Tramways to be made by the *Clyde* Trustees at a Point near the South End of *Finnieston Lane*.

As to Use of Locomotives on Railways.

27. It shall not be lawful to use Locomotive Engines on any Lines of Railway which may be formed under the Provisions of this Act, or of the Agreement by this Act confirmed, between the said Road numbered 104 and *Finnieston Street*, except in so far as such Lines of Railway may be formed to the Northward and Eastward of the Tramway by this Act authorized.

As to Connexion between the Tramways of the Company and of the Clyde Trustees.

28. The Connexion between the Tramway by this Act authorized and the Lines of Rails or Tramways to be laid along the Quays by the *Clyde* Trustees shall be formed at the mutual Expense of the Company and of the *Clyde* Trustees, and at the Sight and to the Satisfaction of an Engineer to be named, on the Application of either Party, by the Sheriff of *Lanarkshire*, in the event of Difference between the Parties.

Diversion of Pointhouse Road.

29. With a view to improving the said intended Diversion of the *Pointhouse Road*, the Company and the *Clyde* Trustees respectively may, if they think fit, contribute such Portions of Ground along the said intended Diversion, in so far as it extends from the Western End of the Embankment herein-before described to the Western Termination of the said Road, as may be necessary for making the said diverted Road Forty Feet or thereabouts in Width, and of such Levels or Gradients as may be considered most expedient for the Interests of the Public and for the Purposes of the said intended Dock and Railways.

Company not to construct

30. It shall not be lawful for the Company, without the Consent in Writing of the *Clyde* Trustees first had and obtained, to construct any

any Wharf, Basin, or Loading Place on the Banks of or fronting the River *Clyde* to the West of the River *Kelvin* in connexion with the Railways or Tramway authorized by this Act, or any of them, or to ship or land Goods or Minerals at such Wharf, Basin, or Loading Place. Wharf, &c. without Consent of Clyde Trustees.

31. Whereas the Railway third above described is intended to pass under the Canal belonging to the Company of Proprietors of the *Forth and Clyde* Navigation, herein-after called the Canal Company: And whereas such passing under the said Canal cannot be executed without a temporary Diversion of the said Canal: The Company, before they shall enter upon or interfere with the Lands, Canal, or other Works belonging to the Canal Company, shall make and form a temporary Diversion of the said Canal equal in Depth with that Part of the said Canal under which the Railway is intended to pass, and of a Breadth sufficient to allow any Two Vessels navigating the Canal to pass each other with Ease, and capable of conveying the Trade of the said Canal as speedily and advantageously as the present Line of the said Canal where so diverted, and such temporary Diversion shall be executed at the Sight and to the Satisfaction of *John Frederick Bateman* Civil Engineer, *London*, or *James Leslie* Civil Engineer, *Edinburgh*, and, failing both of them, of an Engineer to be appointed by the Canal Company; and if, on being filled with Water, the said temporary Diversion shall remain free from any Leakage for Two Months, or such other shorter Period as the said Engineer shall think sufficient, the same shall, under an Order in Writing from the said Engineer, be then opened for Traffic, and so much of the Canal as the said temporary Diversion is substituted for may be closed for such a Period as will allow of the Works necessary for carrying the said Railway under the same being constructed; and the said Canal shall, with the utmost possible Despatch, be restored and reconstructed in its present Line, at the Sight and to the Satisfaction of the said Engineer; and if, on being filled with Water, the said reconstructed Canal shall remain free from any Leakage for Two Months, or such other shorter Period as the said Engineer shall think sufficient, the same shall, under an Order in Writing from the said Engineer, be then reopened for Traffic; and the said temporary Diversion shall, at any Time after such reopening of the Canal, on the Request in Writing of the Canal Company, be removed by the Company; and all the said Works shall be executed, at the Expense of the Company, according to Plans to be approved of by the said Engineer, and the Company shall also pay the Fees and Expenses of and incurred by the said Engineer in relation to the Works: Provided always, that the Company shall, if they think proper, be at liberty to support the Aqueduct for carrying the said Canal over the Railway with Cast-iron Girders, of such Dimensions as may be fixed by the said Engineer, over Two Openings or Spans of Fifteen Feet each. Providing for temporary Diversion of Forth and Clyde Canal.

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Works to be completed and upheld by the Company.

32. The aforesaid Operations shall be carried on, completed, and upheld at the sole Risk of the Company, who shall be liable for all Damages occasioned to the Canal and Works connected therewith belonging to the Canal Company, or to the Traders on the Canal, or to the adjoining Country, by or in consequence of the Operations of the Company whensoever such Damages may occur; and the Portion of the said Canal which shall be so temporarily diverted or altered and reconstructed and restored by the Company, including all Works and Buildings therewith connected, at present in existence or which may hereafter be formed by the Company, shall be maintained by them in all Time coming in a State of perfect Repair and free from all Leakage.

Company liable in Damages for impeding Traffic on Canal.

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

Company liable in Damages for Leakage or Disrepair of Works.

34. If there shall be any Leakage in the said temporary Diversion of the said Canal or in the said reconstructed and restored Canal, or if the said temporary Diversion or reconstructed Canal, and the Works connected therewith respectively, shall not be kept in a State of complete Repair, and if the Company shall not, within Twenty-four Hours after written Notice of such Leakage or Disrepair to the Secretary or any Officer of the Company, forthwith execute the Works necessary for the Removal of such Leakage, or for completely repairing the said temporary Diversion or reconstructed Canal and Works connected therewith, then the Canal Company are hereby empowered to perform all such Operations as may be necessary for any of the above Purposes at the Risk of the Company, and that without Prejudice to the Right of the Canal Company to recover the Amount of all actual Damage

Damage which may be done by such Leakage or Disrepair, or, in their Option, liquidated Damages at the Rates herein-before provided, so long as such Leakage or Disrepair shall continue, both before and after the giving of such Notice as aforesaid and during the Currency thereof; and the Canal Company shall be entitled to recover from the Company the Expense of all Operations which may be performed by them in removing such Leakage or in making such Repairs, and in default of Payment of such Expenses, and of such actual or liquidated Damages, the same may be recovered as herein-before provided with reference to Damages for impeding the Passage along the said Canal.

Saving Rights of Canal Company.

35. Nothing in this Act contained shall alter, prejudice, affect, or take away any of the Rights, Powers, Privileges, or Authorities vested in the Canal Company, or shall authorize or empower the Company to enter upon or interfere with any Part of the Lands, Canal, or other Works of the Canal Company, or to alter the Line of the said Canal or Towing-path, except as herein provided, or to purchase or take any Lands belonging to the Canal Company, without their previous Consent in Writing, or to alter the Level or reduce the Breadth of the Canal or Towing-path, or any Part thereof, or the Depth of the said Canal, or in any Manner to obstruct or impede the Use of the said Canal or Towing-path, or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Water in the said Canal, or of any Stream or other Supply of Water which is now used or which may be taken for the Use thereof; and it shall not be lawful for the Company, in constructing their Railway under the said Canal, to make any lateral Deviation exceeding Seventy-five Feet on either Side of the centre Line of Railway delineated on the said deposited Plans; and it shall not be lawful for the Company to leave less than a clear Depth in the said reconstructed Canal of Ten Feet below the Top-water Level of the same, and not less than a clear Depth of Eleven Feet Six Inches in that Portion of the said reconstructed Canal which shall pass over the Aqueduct to be constructed by the Company: Provided nevertheless, that nothing herein contained shall prevent the Company from carrying into execution the Powers of this Act for constructing and from Time to Time repairing and maintaining the said Railway where it shall pass under the said Canal and through their said Property.

Providing for Protection of Mains and Pipes of Glasgow Waterworks Commissioners.

36. Whereas the Railway third above described will be carried over the Mains or Pipes of the Commissioners appointed by "The *Glasgow* Corporation Waterworks Act, 1855," (in this Act called "the Water Commissioners,") in *Garscube Road*, at or near *Wyndford*, and under the Mains or Pipes of the Water Commissioners in *Great Western Road*, near *South Balgray* Farmhouse, and it is expedient that Provision be made for preventing Injury

or Damage to the Works of the Water Commissioners, or any Interruption of the Supply of Water to the Inhabitants: The Company, in addition to and notwithstanding anything in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," contained, before proceeding to construct the Bridges or Tunnels, or to break up the Soil or the Surface of the Roads or Streets for the Purpose of constructing the said Railway within Ten Yards on either Side of the Mains or Pipes of the Water Commissioners at the said Points of crossing, shall submit to the Water Commissioners Plans and Sections, showing the Manner in which the proposed Railway Works are to be executed at the said Points of crossing respectively, which Plans and Works shall include all Beams, Girders, Troughs, Culverts, and Masonry necessary for conveying, supporting, and protecting the existing Mains or Pipes of the Water Commissioners, and any additional Pipes which may be laid by the Water Commissioners under the Powers of their existing Acts, together with all Scour-pipes and Air Valves rendered necessary by the Operations of the Company, and also the Means, where any are required, of supporting, diverting, or protecting the Pipes during the Operations of the Company, which Plans and Sections the Engineer for the Time being of the Commissioners shall have Fourteen Days to consider and approve of, previous to the Works of the Company being commenced within the said Limit of Ten Yards; and in the event of Difference of Opinion between the said Engineer and the Engineer of the Company, such Difference shall be settled by an Engineer to be appointed by the Sheriff of the County of *Lanark*, on the Application of either of the said Parties, and to be paid by the Company; and the Operations of the Company shall be executed by or at the Expense of the Company, to the Satisfaction of the Engineer of the Water Commissioners, or, in case of Difference, to the Satisfaction of the Engineer appointed by the said Sheriff.

Commissioners may repair Accidents to Pipes.

37. If at any Time any Accident shall occur to the Mains and Pipes belonging to the Water Commissioners at or near any of the said Points of crossing, it shall be lawful for the Water Commissioners immediately to repair the said Mains or Pipes: Provided always, that the Water Commissioners shall, either before or as soon as practicable after the Commencement of such Repair, give Notice thereof to the Company: Provided also, that it shall be lawful for the Company, on the Occurrence of any such Accident, to repair any Damage that may be thereby caused to the said Railway, so far as the same can be repaired without interrupting the Repair of the said Mains or Pipes.

Commissioners not to be liable

38. The Water Commissioners shall not be liable for any Loss or Damage which may happen to the said Railway or Works connected therewith,

therewith, or to the Rolling Stock used or to the Passengers or Goods conveyed upon the said Railway, by reason of any Accident which may at any Time happen to the said Mains or Pipes at or near either of the said Points of crossing, nor for any Loss or Damage to the Company arising from the Stoppage or Loss of Traffic on the said Railway during the Repair of the said Mains or Pipes which may be necessary in consequence of such Accident.

for Damage arising from Accidents.

39. The Company shall be liable to the Water Commissioners for any Damage, direct or consequential, which may arise from Injury to the said Mains or Pipes laid, or which may be laid in virtue of Authority to do so, in the Construction of the said Railway and Works connected therewith, or by reason of the Traffic conveyed thereon, and the working of the same after the said Railway and Works shall have been completed, except in so far as such Damage shall arise from some unavoidable Cause and could not have been prevented by the Company.

Company liable for Damage to Pipes.

40. Nothing in this Act contained shall prevent the Water Commissioners from laying from Time to Time as they think proper, additional Pipes in the Roads and Streets crossed by the said Railway, so far as they are authorized so to do, but the Water Commissioners shall give to the Company Twenty-one Days Notice in Writing before interfering with any of the Works of the Company; and the Commissioners shall lay such additional Pipes with all reasonable Despatch, and so as to prevent as far as possible Interruption to the Traffic on the said Railway during the laying of such additional Pipes: Provided that the Works necessary for laying such additional Pipes by the Water Commissioners at the said Points of crossing respectively, and the Works necessary to secure the said Railway and the Traffic thereon from Damage or Interruption as aforesaid, shall be made and completed according to a Plan to be approved of, previously to the Commencement of any such Works, by the Engineers for the Time being of the Water Commissioners and of the Company respectively, or, in case of Difference between them, then according to a Plan to be approved of, previously to the Commencement of any such Works, by an Engineer to be appointed by the Sheriff of the County of *Lanark* on the Application of either of the said Parties.

Commissioners may lay additional Pipes.

41. In the event of the Company altering or interfering with the Surface of any Road or Street not herein specially mentioned, in which any Main or Pipe of the Water Commissioners is or may be laid, the Company shall be bound to leave not less than Three Feet of Covering from the Surface of the Road or Street over every Main or Pipe so altered or interfered with.

As to the covering of Mains and Pipes.

42. Nothing

Provision as to Streets in Glasgow.

42. Nothing in this Act contained shall confer on the Company any Right of Property or other Right in any Street or Streets under the Jurisdiction or Control of the Board of Police of *Glasgow*, except for the Purpose of making, maintaining, and using the Railways and Tramway, subject to the Provisions of this Act.

Nothing to interfere with Provisions of 25 & 26 Vict. c. cciv.

43. Nothing in this Act contained, except so far as concerns the Construction and Use of the Railways and the Construction of the Tramway, shall affect, alter, or interfere with "The *Glasgow* Police Act, 1862," or the Enactments, Powers, and Provisions therein contained, or the Byelaws made or to be made under the Authority thereof in relation to the Management and due Regulation of the Streets of the City of *Glasgow*, or that Portion of them on which the Tramway authorized by this Act may pass, the Traffic thereon, or otherwise.

Provisions as to Bridges over Ferry Road and Sandyford Street.

44. Whereas the Railway Number 3 hereby authorized is intended to be carried across *Ferry Road* and *Sandyford Street* in the *Barony* Parish of *Glasgow:* The Company shall be bound to construct the Bridge for carrying the said Railway over the *Ferry Road* of a single Span of not less than Forty Feet, the Piers and Abutments being not less than Twenty Feet from the Centre of the Road, and there shall be a clear Headway throughout, measuring from the Centre of the Road, of not less than Seventeen Feet, and the Piers and Abutments shall be so constructed that the Board of Police may at any Time, if they desire it, lower the present Level of said Road to the Extent of One Foot; and the Company shall be bound to construct the Bridge for carrying the said Railway over *Sandyford Street* of a single Span of not less than Seventy Feet, having a clear Headway throughout of not less than Sixteen Feet, measuring from the Centre of the Street; and the Piers and Abutments of the said Bridge shall be not less than Thirty-five Feet from the Centre of said Street, and shall be so constructed as to permit the present Roadway of said Street being lowered to the Extent of Two Feet by the Board of Police should they at any Time find it advisable to do so.

Company to repave Streets and maintain Causeway.

45. The Company shall be bound to repave and restore, to the Satisfaction of the Master of Works of the City of *Glasgow*, any Portion of any public Street which may be injured or interfered with by the Works hereby authorized, and shall be bound to maintain the Causeway within the Lines of the Tramway in good and sufficient Repair to the Satisfaction of the said Master of Works, and failing their so repaving, restoring, or maintaining any Portions of the said Streets, the said Board of Police shall be entitled to execute all Works necessary therefor at the Expense of the Company; and where the Level of any such public Street is altered the said Board of Police shall be entitled, at the Expense of the Company, to alter the

the Level of the adjacent Portions of the said Street or any adjacent public Street, or any Footpaths, so that the Gradients thereof shall be as little injuriously affected as possible; and an Account or Accounts to be from Time to Time certified by the Master of Works of the said City shall be Evidence of the Execution of the Works and the Cost thereof, and the Amount of the said Account or Accounts shall be a Debt or Debts due by the Company to the said Board of Police, and shall be recoverable by the latter before any Court competent, who shall decide as to any Difference that may arise between the Parties as to either the Execution or Cost of the said Works.

Provision for widening Finnieston Street and laying down Tramways.

46. If the Board of Police of *Glasgow* shall, at any Time within Eighteen Months after the passing of this Act, acquire and throw into *Finnieston Street* an additional Width of Fifteen Feet of Ground on One or both Sides of the said Street, the Company shall pay to the said Board of Police the Sum of Sixteen hundred Pounds, or the actual Cost of acquiring such Land and adding the same to *Finnieston Street*, if less than Sixteen hundred Pounds; and if the said Board shall so acquire the said Ground, the Company shall be entitled to lay down a double Line of Tramways along the West Side of and across the said Street, but if the said Board shall fail to acquire the said Ground, the Company shall be entitled to lay down a single Line of Tramway along the West Side of and across the said Street, in such a Line as may be arranged between the Engineer of the Company and the Master of Works of the City, or, failing their agreeing, as may be arranged by an Engineer to be named by them.

Railways and Tramway to form Part of Undertaking of Company.

47. The Railways and Tramway by this Act authorized shall form Part of the Undertaking of the Company for all Purposes whatsoever; and the Company may demand and recover for the Use of the Railways and Tramway, and the Conveyance thereon of Passengers, Animals, Goods, Articles, Matters, and Things, any Tolls and Charges not exceeding the Tolls and Charges by the recited Act authorized to be levied on their Main Line between *Edinburgh* and *Glasgow*; and the Provisions of the recited Act with respect to the said Tolls and Charges to be levied on their Main Line shall be applicable to the Tolls and Charges to be levied on and for the Use of the Railways and Tramway, as if the same had formed Part of the Undertaking of the Company described in the recited Act.

Agreement with Caledonian Railway Company confirmed.

48. Whereas an Agreement has been entered into between the Company and the *Caledonian* Railway Company, dated the Sixteenth Day of *June* One thousand eight hundred and sixty-four, with respect to the running over and using by the *Caledonian* Railway Company

Company of certain Portions of the Railways by this Act authorized, and of the existing Lines of the Company, and to the Formation by these Companies of joint and separate Stations near to the Harbour of *Glasgow*, a Copy of which Agreement is contained in the Schedule (B.) to this Act annexed, and it is expedient that the same should be confirmed: Be it enacted, That the said Agreement shall be and is hereby sanctioned and confirmed, and shall be carried into effect by the Parties thereto.

Arrangements may be made with Board of Police of Glasgow.

49. The Company and the Board of Police of *Glasgow* may make and carry into effect such Arrangements as may from Time to Time be agreed on with respect to the Construction of the Tramway on the Roads and Streets vested in the said Board or under their Management, and the Conveyance of Traffic on the Tramway and on such Roads and Streets.

Saving Rights of the Crown.

50. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorize the Company to take, use, or in any Manner interfere with any Foreshore or other Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners or Commissioner are and is hereby authorized to give); neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's most Excellent Majesty, Her Heirs or Successors.

Interest not to be paid on Calls paid up.

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

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

52. It shall not be lawful for the Company, out of any Money by this Act or any other Acts relating to the Company authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum

Sum of Money which, by any Standing Order of either House of Parliament in force for the Time being, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any Railway, or execute any other Work or Undertaking.

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

53. Nothing herein contained shall be deemed or construed to exempt the Railways by this or the recited Acts authorized to be made from the Provisions of any General Act relating to Railways now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by the recited Acts or this Act.

Expenses of Act.

54. The Costs and Charges of applying for and obtaining this Act, and incidental thereto, shall be paid by the Company.

SCHE-

SCHEDULES referred to in this Act.

SCHEDULE (A.)

PART I.

SHARE CAPITAL UNDER EXISTING ACTS.

Acts.	Capital authorized to be raised.			Capital raised and paid at 31st July 1863.			Capital not raised or not paid at 31st July 1863.		
	£	*s.*	*d.*	£	*s.*	*d.*	£	*s.*	*d.*
15 Vict. c. 109. - -	2,373,375	0	0	2,368,929	10	0	4,445	10	0
16 & 17 Vict. c. 151. -	30,000	0	0	275,000	0	0			
18 & 19 Vict. c. 158. -	115,000	0	0						
	50,000	0	0						
18 & 19 Vict. c. 190. -	80,000	0	0						
21 & 22 Vict. c. 64. -	480,000	0	0	450,000	0	0	30,000	0	0
24 & 25 Vict. c. 248. -	17,000	0	0	-	-	-	17,000	0	0
24 & 25 Vict. c. 84. -	160,000	0	0	311,933	0	0	45,924	0	0
25 & 26 Vict. c. 138. -	197,857	0	0						
25 & 26 Vict. c. 135. -	233,092	0	0	233,092	0	0			
26 & 27 Vict. c. 237. -	270,000	0	0	-	-	-	270,000	0	0
	4,006,324	0	0	3,638,954	10	0	367,369	10	0

PART II.

LOAN CAPITAL UNDER EXISTING ACTS.

Acts.	Authorized to be raised on Loan and to be converted into funded Debt.			Due on Loans at 31st July 1863.			Converted into funded Debt at 31st July 1863.			Not borrowed at 31st July 1863.		
	£	*s.*	*d.*	£	*s.*	*d.*	£	*s.*	*d.*	£	*s.*	*d.*
15 Vict. c. 109. -	1,111,700	0	0	1,038,081	3	0	72,940	0	0	678	17	0
16 & 17 Vict. c. 151.	10,000	0	0	39,947	0	4	-	-	-	52	19	8
18 & 19 Vict. c. 158.	30,000	0	0									
21 & 22 Vict. c. 64.	160,000	0	0	159,850	10	5	-	-	-	149	9	7
25 & 26 Vict. c. 138.	60,000	0	0	43,460	0	0	-	-	-	16,540	0	0
26 & 27 Vict. c. 237.	90,000	0	0	-	-	-	-	-	-	90,000	0	0
	1,461,700	0	0	1,281,338	13	9	72,940	0	0	107,421	6	3

SCHEDULE (B.)

AGREEMENT BETWEEN THE CALEDONIAN RAILWAY COMPANY AND THE EDINBURGH AND GLASGOW RAILWAY COMPANY.

IT is contracted and agreed between the Caledonian Railway Company (herein-after called the Caledonian Company) on the one Part, and the Edinburgh and Glasgow Railway Company (herein-after called the Edinburgh and Glasgow Company) on the other Part, in manner following:

Whereas a Bill promoted by the Caledonian Company is now depending in Parliament, intituled "An Act for sanctioning an Agreement between the "Caledonian and Edinburgh and Glasgow Railway Companies with respect to "the Construction of Branch Railways to connect their Undertakings with "Glasgow Harbour; and for authorizing the Formation of a Joint Station "there; and for other Purposes;" and another Bill, promoted by the Edinburgh and Glasgow Company, is also depending in Parliament, intituled "An Act to "empower the Edinburgh and Glasgow Railway Company to make Railways "at Cowlairs, and between Maryhill and the River Clyde; to authorize the "Construction of Tramways at the Harbour of Glasgow; and for other "Purposes:" And whereas it was agreed between the Parties hereto that the Caledonian Company should withdraw and they have accordingly withdrawn from their said Bill the Powers to construct the proposed Branch Railways and Works connected therewith, except as after-mentioned, on the Terms and Conditions herein-after specified:

First. The Expression "the Two Companies" in this Agreement shall mean the Caledonian Company and the Edinburgh and Glasgow Company.

Second. The Powers and Provisions of the said Bill promoted by the Caledonian Company shall remain limited and restricted to the Acquisition of Land for the Purposes of a Station, as herein-after provided, to the Eastward of the Street numbered Eight hundred and fifty-two, in the Barony Parish of Glasgow, on the Plans deposited with reference to the said Bill, and the Construction of the said Station and all necessary Works and Accommodations connected therewith, and the raising of the necessary Capital for these Purposes, and the Confirmation of this Agreement.

Third. The whole Land required for Station Purposes to the Eastward of the said Street, including the Portions of Stobcross Estate which the Edinburgh and Glasgow Company have agreed to acquire, shall be taken and acquired by the Two Companies jointly.

Fourth. The Station and Works connected therewith shall be laid out so as to allow to the Two Companies, and all Companies and Persons using their respective Lines or any Portion thereof, free Access to the Property of the Clyde Trustees, and to the Harbour of Glasgow, and the Docks, Quays, and Works connected therewith, and to the Tramways intended to be formed by the Clyde Trustees on the North Side of the Harbour.

Fifth. A Portion of the said Station Ground shall be laid out for the joint Use for Traffic Purposes of the Two Companies, and of all Companies and

Persons using their respective Lines or any Portion thereof; and the Proportions of the Cost of acquiring the said Portion of the Station Ground, and laying out the same, to be paid by each of the Two Companies, shall be agreed on, or, in case of Difference, shall be settled by Arbitration.

Sixth. The Remainder of the said Station Ground shall be allocated between the Two Companies, taking into consideration the Requirements of each Company and of the Companies and Persons using their respective Lines for Traffic to and from the said Harbour and the City of Glasgow; and the Cost of the Ground so to be allocated shall be paid by each of the Two Companies in such Proportions as shall be agreed on, or as, in case of Difference, shall be settled by Arbitration.

Seventh. For the Purpose of conveying Traffic to and from the Harbour Branch Railways and Stations thereon, and to and from the Tramways to be constructed by the Clyde Trustees, and for these Purposes only, the Caledonian Company shall have absolute Running Powers, with their Engines, Trains, Carriages, Waggons, and Trucks, over that Portion of the Edinburgh and Glasgow Railway situated between Sighthill South and North Junctions with the Garnkirk Extension Railway and the Junction of the Glasgow, Dumbarton, and Helensburgh Railway with the Harbour Branch Main Line, and over those Portions of the proposed Harbour Branch Railways, and the Tramway to be constructed by the Edinburgh and Glasgow Company, commencing near Stobcross House and terminating near Finnieston Lane, Glasgow, which extend from the said Junction of the Glasgow, Dumbarton, and Helensburgh Railway to the Joint Station at Stobcross, and to the Tramways to be constructed by the Clyde Trustees: Provided that the Exercise of these Powers as respects the said Tramway shall be subject to the Provisions of the said Bill promoted by the Edinburgh and Glasgow Company with respect to the Conveyance of Traffic thereon by Horse Haulage only; and the Caledonian Company shall, in the Exercise of such Running Powers, and subject to the Rules and Regulations of the Edinburgh and Glasgow Company in force for the Time being, and without any Preference in favour of the Traffic of the Edinburgh and Glasgow Company of a similar Kind, have every Facility for the Conveyance of the Traffic of the Caledonian Company on the Portions of the said existing and proposed Railways and Tramway before specified, on Payment of the following Tolls to the Edinburgh and Glasgow Company for the whole or any Part of the Distance run over, that is to say:—

	s.	*d.*	
For Minerals and Pig Iron - - -	0	6	per Ton.
For all other Goods - - - -	1	0	„
For Cattle and Sheep - - - -	1	6	per Truck or Van.
For Passengers of all Classes - - -	0	3	each.
For Horses - - - - - -	0	3	„
For Carriages - - - - -	0	3	„
For Dogs - - - - - -	0	0¾	„
For Parcels - - - - - -	0	0¾	„

Eighth. In the event of the Edinburgh and Glasgow Company at any Time allowing any Traffic to be conveyed over the said Portions of the proposed Harbour Branch Railways to or from the Joint Station at Stobcross, or over the said

said Portions of the said Harbour Branch Railways and over the said Tramway to or from the said Tramways to be constructed by the Clyde Trustees, by or for any other Party or Company, at Tolls in respect of the Use of the said Harbour Branch Railways or of the said Harbour Branch Railways and Tramway, as the Case may be, which, computed by Mileage Distance, would be lower than the Tolls above specified in Article Seven, also computed by Mileage Distance, the Edinburgh and Glasgow Company shall be bound from Time to Time to make a proportionate Reduction of those last-mentioned Tolls in favour of the Caledonian Company for the like Traffic.

Ninth. The Edinburgh and Glasgow Company shall proceed forthwith to put in the Sighthill Junctions North and South with the Garnkirk Extension Railway, and shall complete the same at their own Expense with all reasonable Despatch.

Tenth. In the event of the Traffic of the Caledonian Company being at any Time obstructed or impeded at the Junctions and Crossings of the Edinburgh and Glasgow Main Line at Cowlairs, the Edinburgh and Glasgow Company shall be bound, if necessary, to construct at their own Expense a Branch Railway passing under their said Main Line between the Sighthill Branch and the Glasgow, Dumbarton, and Helensburgh Railway, so as to afford free Run and Access for the Traffic of the Caledonian Company to and from the said proposed Harbour Branch Railways; and in case of any Question or Difference between the Two Companies as to the Necessity for the said first-mentioned Branch Railway, or as to the Mode of laying out and constructing the same, such Question or Difference shall be settled by Arbitration.

Eleventh. All Questions and Differences between the Two Companies arising under this Agreement, whether as to the Meaning thereof or as to the carrying of the same into effect, shall be and are hereby submitted and referred to John Hawkshaw, Esquire, Civil Engineer, whom failing, to Thomas Elliot Harrison, Esquire, Civil Engineer, as sole Arbiter, whom failing, to an Arbiter to be appointed by the Board of Trade on the Application of either of the Two Companies; and both Parties consent to Registration hereof for Preservation and Execution

In witness whereof these Presents written upon this and the Two preceding Pages by William Simms Stewart, Clerk to Alexander Grahame, Parliamentary Solicitor in Westminster, with this Declaration that the Words "except as herein-after mentioned" on the Sixth Line from the Bottom of Page Second are delete before Subscription, are subscribed by Robert Towers, Esquire, of Number Eighteen, Woodside Place, Glasgow, and Thomas Hill, Esquire, Registrar of Sasines, Glasgow, Two of the Directors of the Caledonian Railway Company, and sealed with the Common Seal of that Company, all at Glasgow, on the Sixteenth Day of June Eighteen hundred and sixty-four, before these Witnesses, Henry William Murgatroyd and Hugh Haswell, both Clerks in that Company's Offices at Glasgow; and are subscribed by Henry Dunlop, of Craigton, Esquire, and John Orr Ewing, of Ratho, Esquire, Two of the Directors of the Edinburgh and Glasgow Railway Company, and sealed with the Common Seal of that Company, all on the Date last mentioned, as follows, viz., are subscribed by the said Henry Dunlop, and sealed with the last-mentioned Seal, at Glasgow, before these Witnesses, John Bennet, junior, Clerk in the Offices at Glasgow of the Edinburgh and Glasgow Railway

Railway Company, and the said Henry William Murgatroyd; and are subscribed by the said John Orr Ewing, at Alexandria, in the County of Dumbarton, before these Witnesses, Peter MacGregor, Clerk in the Offices at Glasgow of the Edinburgh and Glasgow Railway Company, and Robert Mitchell, Butler to the said John Orr Ewing.

HENRY DUNLOP.
JOHN ORR EWING.

JOHN BENNET, jun., Witness.
H. W. MURGATROYD, Witness.
P. MACGREGOR, Witness.
ROBT. MITCHELL, Witness.

Seal of the Edinburgh and Glasgow Railway Company.

ROBERT TOWERS.
THO. HILL.

H. W. MURGATROYD, Witness.
HUGH HASWELL, Witness.

Seal of the Caledonian Railway Company.

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