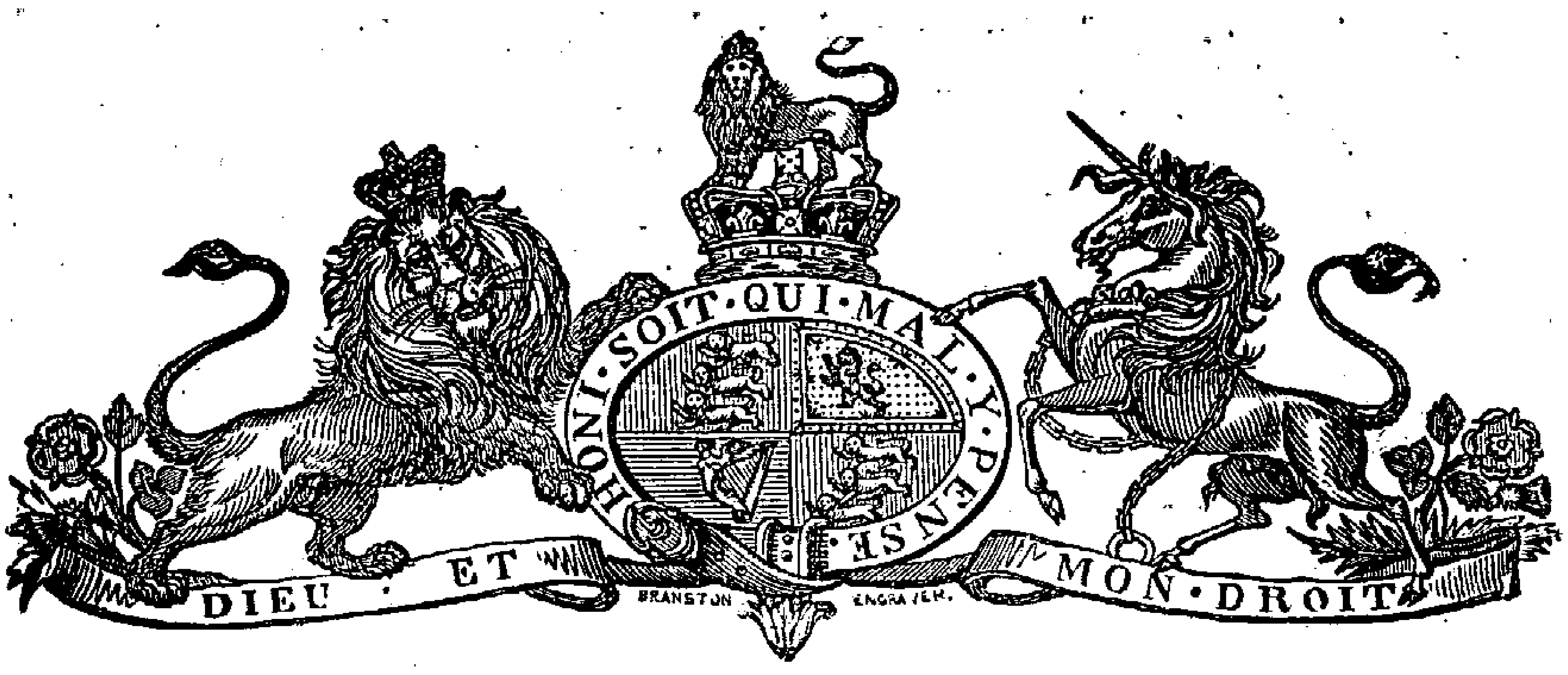



ANNO SEPTIMO & OCTAVO

# VICTORIÆ REGINÆ.

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## *Cap.* lxxxvii.

An Act to extend the Line of the *Garnkirk and Glasgow* Railway; to enable the Company to raise a further Sum of Money; and to alter and amend the Acts relating to the said Railway.

[19th *July* 1844.]

WHEREAS an Act was passed in the Seventh Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for making a Railway from the* Monkland and 7 G. 4. c. 103.
Kirkintilloch *Railway by* Garnkirk *to* Glasgow, whereby certain Persons were incorporated by the Name and Style of "The *Garnkirk and Glasgow* Railway Company," and were authorized to make and maintain the said Railway, and the necessary Works described in the said Act: And whereas another Act was passed in the Seventh and Eighth Years of the Reign of His said Majesty King *George* the Fourth, intituled *An Act for altering and amending the* Garnkirk 7 & 8 G. 4.
and Glasgow *Railway Act:* And whereas another Act was passed in c. 88.
the Eleventh Year of the Reign of His said Majesty King *George* the Fourth, intituled *An Act for amending certain Acts for making the* 11 G. 4. &
Glasgow and Garnkirk *Railway; and for raising a farther Sum of* 1 W. 4. c. 125.
*Money;* And whereas another Act was passed in the First and Second Years of the Reign of Her present Majesty, intituled *An Act* 1 & 2 Vict.
*for altering and amending several Acts relating to the* Garnkirk and c. 60.

Glasgow *Railway; and for enabling the Company to raise a further Sum of Money;* in virtue of which several Acts the said Railway has been made, and opened to the Public, and the same has proved of great local and public Advantage: And whereas the Company, for facilitating the Traffic of the said Railway, have recently constructed a Line of Railway, and Works, Roads, Depôts, and Conveniences connected therewith, situated in that Portion of the Parish of *Old Monkland* separated *quoad sacra* and called *Gartsherrie*, known as the *Coatbridge* Branch, and herein-after described, and the said Extension has been advantageous to the said Company, and of great Benefit to the District, and it is expedient that the said Extension and Works should be farther improved, and united to and incorporated with the said Undertaking: And whereas it would increase the public and local Utility of the said Railway to make Two further Extensions of the same, one thereof to commence at the Terminus of the said recently constructed Line of Railway, and to connect the said *Garnkirk and Glasgow* Railway with the *Wishaw and Coltness* Railway, in manner herein-after mentioned, and the other to commence at or near the present Western Terminus of the *Garnkirk and Glasgow* Railway, and to lead to a Point at or near the Point of Junction of the Roads from *Garscube* and *Port Dundas* to *Glasgow*, as herein-after mentioned, with additional Depôts, Offices, Engines, and other Works suitable and necessary for the Trade of the Company: And whereas it is expedient that the said Company should be empowered to raise a further Sum of Money for the said Purposes, and that the Powers and Provisions of the said recited Acts should be extended, altered, and amended: But as these Purposes 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, That the said recited Acts, and all the Powers, Provisions, Matters, and Things whatsoever therein contained, except in so far as the same are altered, varied, or repealed, shall extend to this Act, and shall operate and be in force for carrying the Purposes of this Act into execution as fully and effectually as if the same were repeated and re-enacted in this Act.

Powers of former Acts extended to this Act, except as hereby altered.

Coatbridge Branch to form Part of Undertaking.

II. And be it enacted, That the said *Coatbridge* Branch leading from the Eastern Terminus of the said *Garnkirk and Glasgow* Railway at or near *Gartsherrie Inn* to a Point at or near *Summerlee House*, now converted into a Station on the said Railway, shall be and the same is hereby united to and incorporated with and shall form Part of the said *Garnkirk and Glasgow* Railway; and it shall be lawful for the said Company to perfect, complete, and improve the said Branch Railway as delineated on the Plans, and in the Books of Reference herein-after mentioned, and to use, maintain, repair, and alter the same from Time to Time; and the Land acquired for the said *Coatbridge* Branch shall be and the same is hereby vested in the said Company as fully and effectually as if the same had been acquired under the Powers of the said recited Acts: Provided always, that nothing herein contained shall affect the Rights of Parties under the

the Deeds of Conveyance or Agreement in virtue of which the Company have purchased or acquired Right to the Grounds whereon the said Branch Line and Works are laid.

Name and Style of Company changed to "The Glasgow, Garnkirk, and Coatbridge Railway Company."

III. And be it enacted, That the Name and Style of the said Company shall be and is hereby changed from the *Garnkirk and Glasgow* Railway Company to "The *Glasgow, Garnkirk, and Coatbridge* Railway Company," and by that Name the present and future Proprietors of Capital Stock in the said Undertaking shall be One Body Corporate, and shall have perpetual Succession and a Common Seal, and by that Name shall sue and be sued, and have all the Powers and Privileges granted and conferred by the said recited Acts and this Act on and in favour of the said *Garnkirk and Glasgow* Railway Company; and the said Railway, from its Terminus at *Glasgow* to its Junction with the *Wishaw and Coltness* Railway, and whole Stations, Depôts, Roads, and Works therewith connected, shall be called "The *Glasgow, Garnkirk, and Coatbridge* Railway:" Provided always, that such Change of Name and Style shall not be pleaded by the Company or any other Party in Bar or Limitation, or so as to invalidate, stay, or affect any Action, Suit, or Proceeding instituted by or against the Company before the passing of this Act.

Power to purchase Lands.

IV. And be it enacted, That, subject to the Provisions of this Act, it shall be lawful for the Company to treat and agree with the Owners of the Lands which they are hereby authorized to enter into and take for the Purposes of the Undertaking for the absolute Purchase, for a Consideration in Money or an annual Feu Duty, of any such Lands, or such Parts thereof as they shall think proper, and of all subsisting Life Rents, or other Rights, Servitudes, and Leases, and Estates and Interests therein, and of all Annuities or other Burdens or Incumbrances constituted thereon, and of all Rights of Commonty or other Rights to which such Lands may be subject, or such of them or such Part thereof as the Company shall think proper.

Parties under Disability enabled to sell and convey.

V. And be it enacted, That it shall be lawful for all or any of the following Parties, being seised, possessed of, or entitled to any such Lands, or any such Estate or Interest therein as aforesaid, to contract for, sell, and dispone, feu and convey or release, the same to the Company, and to enter into all necessary Agreements for that Purpose; (that is to say,) all Corporations, Heirs of Entail, Life-renters, Tenants for Life or for any other partial or qualified Estate or Interest, married Women seised in their own Right or entitled to Terce or any other Right or Interest, Husbands, Tutors, Curators, and other Guardians, Judicial Factors, Trustees, or Persons infeft in Trust for charitable or other Purposes, Factors *loco tutoris*, Executors, and Administrators; and the Power so to contract for, sell, feu, and convey as aforesaid may lawfully be exercised by all such Parties, not only on behalf of themselves, and their respective Heirs, Executors, Administrators, and Successors, but also for and on behalf of every Person entitled in reversion, remainder, or expectancy after them, and as to such married Women as if they were sole, and as to such Tutors, Curators, Guardians, Judicial Factors,

and

and Trustees, on behalf of those for whom they respectively act, whether Infants, Minors, Issue unborn, Bankrupts, Lunatics, Idiots, married Women, or other incapacitated Persons, and that to the same Extent as such Infants, Minors, Bankrupts, Lunatics, Idiots, married Women, and other incapacitated Persons respectively could have exercised the same Power under the Authority of this Act if they had respectively been under no Disability.

Parties under Disability to exercise other Powers

VI. And be it enacted, That the Power herein-after given to discharge any Lands from Feu Duties or Casualties of Superiority, as well as every other Power required to be exercised by any Superior pursuant to the Provisions of this Act, and the Power to release Lands from any Rent, Payment, Charge, Feu Duties, Ground Annuals, or other Real Burdens or Incumbrances, and to agree for the Apportionment of any such Rent, Payment, Charge, Feu Duties, Ground Annuals, or other Real Burdens and Incumbrances, shall extend to and may lawfully be exercised by every Party herein-before enabled to sell, dispone, feu, or convey and release Lands to the Company.

Consideration to be a gross Sum.

VII. And be it enacted, That, except as herein-after mentioned, the Consideration to be paid for the Purchase of any such Lands, or for any Damage done thereto, shall be in a gross Sum.

Acceptance of Compensation for Price of or Damage to Lands.

VIII. And be it enacted, That the Owners of any such Lands, or of any such Estate or Interest therein as aforesaid, and all Parties by this Act enabled to sell, dispone, feu, and convey any Lands, or to release and discharge Lands from Feu Duties, Ground Annuals, Casualties of Superiority, or other Real Burdens and Incumbrances, may agree to accept, and, subject to the Restrictions in this Act contained as to the Payment thereof, may accept, Satisfaction for the Value of such Lands, or any Interest therein to which such Party shall be entitled; and, in addition to Compensation for the Value of such Lands, or of the Interest therein to be so conveyed, such Parties shall be entitled to and may in like Manner accept Compensation for any Damage by them sustained by reason of the severing or dividing of such Lands, or otherwise owing to the Exercise of the Powers of the said recited Acts or of this Act.

Amount of Compensation to be ascertained by Valuation in case of Parties under Disability.

IX. And with respect to the Consideration Money to be paid for any Lands to be purchased from any Party under any Disability or Incapacity, and not having Power to sell, feu, or convey, or to discharge any Burden or Incumbrance, except under the Provisions in this and the said recited Acts contained, and the Compensation Money to be paid for any permanent Damage or Injury to any such Lands, be it enacted, That such Consideration Money or Compensation shall not, except where the same shall have been determined by the Verdict of a Jury under the Provision herein-after contained, be less than shall be determined by the Valuation of Two Valuators, one of whom shall be nominated by the Company, and the other by the other Party, and if such Two Valuators cannot agree in the Valuation, then by such Third Valuator as the Sheriff for the Time being of the County shall for that Purpose nominate; and each of such

such Two Valuators, if they agree, or if not, then the Valuator nominated by the said Sheriff, shall annex to the Valuation a Declaration of the Correctness thereof.

Compensation to absent Parties to be ascertained by Valuation.

X. And with respect to the Compensation Money to be paid for any Lands to be purchased from any Party who by reason of Absence or from any other Incapacity or Accident is prevented from treating, or cannot be found, and the Compensation Money to be paid for any permanent Injury to such Lands, be it enacted, That such Consideration or Compensation shall not be less than shall be determined by the Valuation of such able practical Valuator as the Sheriff for the Time being of the County shall nominate for that Purpose; and such Valuator shall annex to the Valuation a Declaration of the Correctness thereof.

Purchase of Lands on Feu Duties.

XI. And be it enacted, That if any Person entitled to dispose of, absolutely for his own Benefit any Lands authorized to be purchased for the Purposes of this Act, shall be willing to sell such Lands for a perpetual Feu Duty or Rent-charge, in lieu of a Sum in gross, such Person may lawfully sell and convey such Lands, or any Part thereof, unto the Company, in consideration of an annual Feu Duty or Rent-charge payable by the Company to the Person so selling and conveying, and to his Heirs and Assigns.

Payment of Duties to be charged on Tolls.

XII. And be it enacted, That the yearly Rent or Duty reserved by any such Conveyance shall be charged on the Tolls or Rates payable under the said recited Acts and this Act, and shall be paid by the Company as such Rents become payable; and if at any Time any such Rents or Duties be not paid within Thirty Days after they so become payable, and after Demand thereof in Writing, the Person to whom any such Rent or Duty shall be payable may either recover the same from the Company, with Costs of Suit, by Action of Debt in any competent Court, or it shall be lawful for him to levy the same by Distress of the Goods and Chattels of the Company.

Form of Conveyances.

XIII. And be it enacted, That all Feus and Conveyances of Lands so to be purchased as aforesaid may be according to the Form in the Schedules (A.) and (B.) respectively to this Act annexed, or as near thereto as the Circumstances of the Case will admit; which Feus and Conveyances, being duly executed, and being registered in the Particular Register of Sasines kept for the County, Burgh, or District in which the Lands are locally situated, or in the General Register of Sasines for *Scotland* presently kept at *Edinburgh*, within Sixty Days from the last Date thereof, which the respective Keepers of the said Registers are hereby authorized and required to do, shall give and constitute a good and undoubted Right and complete and valid feudal Title in all Time coming to the said Company, and their Successors and Assigns, to the Premises therein described, any Law or Custom to the contrary notwithstanding: Provided always, that it shall not be necessary for the said Company to record in any Register of Sasines any Feus or Conveyances in their Favour which

shall contain a Procuratory of Resignation or Precept of Sasine, or which may be completed by Infeftment; and the Title of the Company under such last-mentioned Feus or Conveyances shall be regulated by the ordinary Law of *Scotland*, until the said Feus or Conveyances, or the Instruments of Sasine thereon, shall have been recorded in a Register of Sasines; provided also, that nothing herein contained shall authorize the Proprietors of any entailed Lands to convey the same in Feu Farm to the said Company, unless the Deed under which such Lands are held shall authorize such Mode of Sale; all which Conveyances, whether by Feu or absolute Conveyance, shall be prepared by the Agents of the said Company.

Cost of Conveyances.

XIV. And with respect to the Costs of the Conveyance of such Lands purchased or taken by the Company, be it enacted, That all such Costs shall be borne by the Company, and such Costs shall include all reasonable Charges and Expences incurred on the Part as well of the Seller as of the Purchaser of all Conveyances of any such Lands, and of any Interests therein, and of establishing the Title to such Lands or Interests, and all other Expences incident to the Investigation of such Title; and before the Company enter into possession of the Lands so purchased or taken they shall pay the Amount of such Costs, and if there be any Dispute about the same they shall obtain an Order for the Taxation thereof as herein-after provided; nevertheless, if within Seven Days after Notice in Writing from the Company the Parties from whom such Lands shall have been purchased do not deliver a Bill of their Costs to the Company, then the Company shall not be prevented from entering into the Possession of such Lands by reason of the Nonpayment of such Costs, or by reason of such Order for Taxation thereof not having been obtained.

Taxation of Costs.

XV. And be it enacted, That if the Company and the Party entitled to any such Costs shall not agree as to the Amount thereof, such Amount shall be ascertained and decerned for by the Sheriff of the County, on a summary Petition presented to him by the Party entitled to recover the same; and the Amount at which the same shall be so decerned, and the Expence of taxing such Costs, shall be borne by the said Company, unless upon such Taxation One Sixth Part of the Amount of such Costs shall be disallowed, in which Case the Costs of such Taxation shall be borne by the Party whose Costs shall be so taxed; and the Amount thereof shall be ascertained by the said Sheriff, and deducted by him accordingly in his Certificate of such Taxation.

Purchase Money payable to Parties under Disability, amounting to 200*l.*, to be deposited in one of the chartered Banks of Scotland.

XVI. And for the Purpose of providing for the Deposit and Application of the Purchase Money or Compensation to be paid in respect of any such Lands which may belong to Parties under Disability, be it enacted, That if any such Purchase Money or Compensation shall be payable in respect of any such Lands, or any Interest therein, which any Corporation, Heir of Entail, Life-renter, or Party entitled to any other partial or qualified Interest, Married Woman seised in her own Right or by virtue of any Right of Terce, Husband, Tutor, Curator, Factor *loco tutoris*, or other Guardian,

Curator of Lunatic or Idiot, Judicial Factor, Trustee, Executor, or Administrator, or Person under any Disability, shall be entitled to, and shall under the Powers of this Act be enabled to convey or dispose of the same, shall, if it amount to or exceed the Sum of Two hundred Pounds, be consigned in one of the incorporated or chartered Banks in *Scotland*, to the Intent that such Money shall be applied, under the Authority of the Court of Session, to some One or more of the following Purposes; (that is to say,)

In the Purchase or Redemption of the Land Tax, or the Discharge of any Heritable Debt, Family Provision, or other Burden or Incumbrance affecting the Land in respect of which such Money shall have been paid, or affecting other Lands settled therewith to the same or the like Uses, Trusts, or Purposes; or

In the Purchase of other Lands, to be conveyed, limited, and settled upon the like Uses, Trusts, and Purposes, and in the same Manner, as the Lands in respect of which such Money shall have been paid stood settled; or

If such Monies shall be paid in respect of any Buildings taken under the Authority of this Act, in replacing such Buildings, or substituting others in their Stead, in such Manner as the said Court shall direct; or

In Payment of any Party becoming absolutely entitled to such Money.

Order for Application.

XVII. And be it enacted, That such Money may be so applied as aforesaid upon an Order of the Court of Session made on the Petition of the Party who would have been entitled to the Rents and Profits of the Lands in respect of which such Money shall have been deposited, and until the Money can be so applied the Interest and annual Produce of such Money shall from Time to Time be paid upon the like Order to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands.

Sums from 20*l.* to 200*l.* to be deposited, or invested in Trustees.

XVIII. And with respect to any such Purchase Money or Compensation which shall not amount to the Sum of Two hundred Pounds and shall exceed the Sum of Twenty Pounds, be it enacted, That the same shall either be paid or consigned into any of the incorporated or chartered Banks in *Scotland*, and applied in the Manner herein-before directed with respect to Sums amounting to or exceeding Two hundred Pounds, or the same may be lawfully paid to Two Trustees, to be nominated by the Parties entitled to the Rents or Profits of the Lands in respect whereof the same shall be payable, such Nomination to be signified by Writing under the Hands of the Parties so entitled; and in case of the Coverture, Infancy, Lunacy, or other Incapacity of the Parties entitled to such Monies, such Nomination may be lawfully made by their respective Husbands, Guardians, Tutors, Curators, Judicial Factors, or Trustees; but such last-mentioned Application of the Monies shall not be made unless the Company approve thereof, and of the Trustees named for the Purpose, such Approval to be signified in Writing under the Common Seal of the Company; and the Money so paid to such Trustees, and the Produce arising therefrom, shall be by such Trustees applied in the Manner herein-before directed with respect to Money paid into One of

of the incorporated or chartered Banks in *Scotland*, but it shall not be necessary to obtain any Order of the Court of Session for that Purpose.

Sums not exceeding 20*l.* to be paid to Parties.

XIX. And with respect to any such Money which shall not exceed the Sum of Twenty Pounds, be it enacted, That the same shall be paid to the Parties who would for the Time being have been entitled to the Rents and Profits of the Lands in respect whereof the same shall be payable, for their own Use and Benefit; or in case of the Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity of any such Parties, then such Money shall be paid, for their Use, to the respective Husbands, Guardians, Tutors, Curators, Factors, or Trustees of such Persons.

Where Parties refuse to convey, or do not show Title, the Purchase Money to be deposited.

XX. And for the Purpose of providing for the Payment and Application in certain Cases of the Purchase Money or Compensation to be paid in respect of any such Lands not belonging to Parties under Disability, be it enacted, That in the following Cases (that is to say), if the Owner of any such Lands, or of any Interest therein, on Tender of the Purchase Money or Compensation, either agreed or awarded to be paid, refuse to accept the same, or if any such Person fail to make out a Title to the Lands in respect whereof such Purchase Money or Compensation shall be payable, or to the Interest therein claimed by him, to the Satisfaction of the Company, or if such Owner shall be absent from *Scotland*, or cannot be found, or be not known, or refuse to convey or release such Lands as directed by the Company, it shall be lawful for the Company to consign the Purchase Money or Compensation payable in respect of such Lands, or any Interest therein, in any of the incorporated or chartered Banks in *Scotland*, to be placed (subject to the Control and Disposition of the Court of Session) to an Account to be opened in the Name of the Parties interested in such Lands, (describing them, so far as the Company can do,) subject to the Control and Disposition of the said Court; and upon Receipt of such Money the Cashier of such Bank shall give to the Company, or to the Party paying in such Money, a Receipt for the same, specifying therein for what and for whose Use (described as aforesaid) the same shall have been received, and in respect of what Purchase the same shall have been paid in; and thereupon all the Interest in such Lands in respect whereof such Purchase Money or Compensation shall have been deposited shall vest absolutely in the Company.

Application of Monies so deposited.

XXI. And be it enacted, That upon the Application by Petition of any Party making claim to the Money so deposited as last aforesaid, or any Part thereof, or to the Lands purchased or taken by the Company, or any Part thereof, or any Interest in the same, the said Court of Session may, in a summary Way, as to such Court shall seem fit, order such Money to be laid out or invested in the Public Funds, or in any other Securities, or may order Distribution thereof, or Payment of the Dividends thereof according to the respective Estates, Titles, or Interests of the Parties making claim to such Money or Lands, or any Part thereof, and may make such other Order in the Premises as to such Court shall seem fit.

XXII. Pro-

Court of Session may direct Investment or Payment of Money in respect of Leases for Lives, Years, &c., or Reversions.

XXII. Provided always, and be it enacted, That where any Purchase Money or Compensation paid into any such Bank as aforesaid, under the Provisions of this Act, shall have been paid in in respect of any Lease for Lives or Years, or any Estate in Lands less than the whole Fee Simple thereof, or of any Reversion dependent on any such Lease or Estate, it shall be lawful for the Court of Session, on the Petition of any Person interested in such Money, to order that the same shall be laid out, and invested, accumulated, and paid in such Manner as the said Court may consider will give to the Parties interested in such Money the same Benefit therefrom as they might have legally had from the Lease, Estate, or Reversion in respect of which such Money shall have been paid, or as near thereto as may be.

Party in possession deemed to be the Owner.

XXIII. And be it enacted, That if any Question arise respecting the Title to the Lands in respect whereof such Monies shall have been so paid or deposited as aforesaid, the Parties respectively in possession or Receipt of the Rents of such Lands at the Time of such Lands being purchased or taken shall be deemed to have been lawfully entitled to such Lands; and the Parties so in possession, and all Parties claiming under them, or consistently with their Possession, shall be deemed entitled to the Money so deposited, and to the Diidends or Interest of the Annuities or Securities purchased therewith, and the same shall be paid and applied accordingly.

Costs in Cases of Money deposited.

XXIV. And with respect to Costs in Cases of Monies deposited as aforesaid, be it enacted, That the Court of Session may in all such Cases, except where Monies shall have been so deposited by reason of the wilful Refusal of any Party entitled thereto to receive the same, or to feu, convey, or release the Lands in respect whereof the same shall be payable, order the Costs of the following Matters, including therein all reasonable Charges and Expences incident thereto, to be paid by the Company; (that is to say,) the Costs of the Purchase or of the taking or using of the Lands, or which shall have been incurred in consequence thereof, other than such Costs as are herein otherwise provided for, and the Costs of any Proceedings had as herein-before authorized for the Investment of such Compensation Money, and for the Payment of the Interest thereof, together with the necessary Costs and Charges of obtaining the proper Order for such Purposes, and of all other Proceedings relating thereto, except such as are occasioned by Litigation between adverse Claimants.

Payment of Price to be made previous to Entry, except to survey, &c.

XXV. And be it enacted, That the Company shall not, except by Consent of the Owner and Occupier, or by virtue of the Authority of the Sheriff as herein provided for, enter upon any Lands which shall be required to be purchased or permanently used for the Purposes of this or the said recited Acts, until they shall either have paid to every Party having any Interest in such Lands, or deposited in Bank in the Manner herein mentioned, the Purchase Money or Compensation agreed or awarded to be paid to such Parties respectively for their respective Interests therein: Provided always, that for the Purpose merely of surveying and taking Levels of such

Lands it shall be lawful for the Company to enter upon the same without the previous Consent of the Owners and Occupiers, making Compensation for any Damage thereby occasioned to the Owners and Occupiers of such Lands.

Penalty on Company entering upon Lands without Consent before Payment of the Purchase Money.

XXVI. And be it enacted, That if the Company or any of their Contractors shall, except as aforesaid, wilfully enter upon and take possession of any Lands which shall be required to be purchased or permanently used for the Purposes of this and the said recited Acts, without such Consent as aforesaid, or without having made such Payment or Deposit as aforesaid, or without having the Authority of the Sheriff as aforesaid, the Company shall forfeit to the Party in possession of such Lands a Sum not exceeding Ten Pounds, over and above the Amount of any Damage done to such Lands by reason of such Entry and taking possession as aforesaid, such Penalty and Damage respectively to be recovered before the Sheriff of the County in which the same Lands are situate; and if the Company or their Contractors shall, after Conviction in such Penalty as aforesaid, or after Notice from the Party in possession of such Lands, continue in unlawful Possession of any such Lands, the Company shall be liable to forfeit a Sum not exceeding Twenty-five Pounds for every Day they or their Contractors shall so remain in possession as aforesaid, such Penalty to be recoverable by the Party in possession of such Lands, with full Costs of Suit, in any competent Court: Provided always, that nothing herein contained shall be held to subject the Company to the Payment of any such Penalties as aforesaid if they shall *bonâ fide* and without Collusion have paid or deposited the Compensation agreed or awarded to be paid in respect of the said Lands to or for or on account of any Person whom the Company may have reasonably believed to be entitled thereto, although such Person may not have been legally entitled thereto.

Decision of Sheriff not conclusive as to Company's Rights.

XXVII. And be it enacted, That on the Trial of any such Action for any such Penalty as aforesaid the Decision of the Sheriff, under the Provision herein-before contained, shall not be held conclusive as to the Right of Entry on any such Lands by the Company.

Notice of Intention to take Lands.

XXVIII. And be it enacted, That when the Company shall require to purchase any of the Lands which by this or the said recited Acts they are authorized to purchase or take, they shall give Notice thereof to all Parties interested in such Lands, or enabled by this Act to sell, feu, and convey or release the same, or such of them as shall be known to the Company, by serving the same personally, or leaving the same at his or their last known Place of Abode, or with his or their known Agent, and by such Notice the Company shall demand from such Parties the Particulars of their Estate and Interest in such Lands, and of the Particulars of the Claims, and the Amount, made by them in respect of the same; and every such Notice shall be in Writing, or partly in Writing and partly in Print, and shall state the Particulars of the Lands so required, and shall state that the Company are willing to treat for the Purchase of the Interest of such Party in such Lands, and for the Compensation to be made for the Damage

Damage that may be sustained by him by reason of the making of the Railway and Works by this and the said recited Acts authorized.

Parties interested in Lands to state their Claims.

XXIX. And be it enacted, That if for Twenty-one Days after the Receipt of such Notice any such Party shall fail to state the Particulars of his Claim in respect of any such Land, or to treat with the Company in respect of his Interest therein, or if such Party and the Company shall differ as to the Amount of the Compensation to be paid to such Party for any such Interest, or for any Damage that may be sustained by him by reason of the Execution of the Railway and Works by this and the said recited Acts authorized, the Amount of such Compensation may be settled in the Manner herein-after provided for settling Cases of disputed Compensation.

Dispute as to Compensation to be settled by a Jury.

XXX. And for the Purpose of making Provision for settling Cases of disputed Compensation arising under this Act, be it enacted, That if any Difference shall arise, or if no Agreement has been come to, between the Company and the Owners of any Lands, or of any Interest in any such Lands, taken or required for or injuriously affected by the Execution of the Railway and other Works by this Act authorized, (including among such Owners all Parties by this Act enabled to sell, feu, or convey Lands,) as to the Value of such Lands, or for any Interest therein, or as to the Compensation to be made in respect thereof, or if by reason of Absence any such Owner be prevented from treating, or if any such Owner fail to disclose or prove his Title to any such Lands or any Interest therein, or if by reason of any Impediment or Disability any such Owner be incapable of making any Agreement, Conveyance, or Release necessary for enabling the Company to take such Lands, or to proceed in making the Railway or Works, or if any such Difference arise as to the Amount of the Damages occasioned to any Lands by the temporary Occupation thereof in the making of the said Railway and Works, or otherwise in exercise of the Powers given by this Act, and for which any Party may be entitled to demand Compensation according to the Provisions of this Act, the Amount of the Compensation to be paid by the Company in every such Case shall be settled by the Verdict of a Jury in manner herein-after mentioned.

Claims not exceeding 50*l.* to be settled by Sheriff.

XXXI. Provided always, and be it enacted, That if the Compensation Claim in any of the Cases mentioned in the preceding Enactment shall not exceed Fifty Pounds the same shall be settled by the Sheriff of the County.

Notice by Company of Intention to have Jury summoned.

XXXII. And be it enacted, That where it shall be necessary to refer any such Question to the Determination of a Jury, by reason of any such Difference or Failure as aforesaid, then, Twenty-one Days at the least before impannelling a Jury as herein-after provided, the Company shall give Notice in Writing to the Party so failing as aforesaid, or with whom such Difference shall have arisen, of their Intention to cause such Jury to be impannelled; and in such Notice the Company shall state what Sum of Money they are willing to give

give such Party for his Interest in such Lands, and for the Damage to be sustained by him by the Execution of the Railway and Works by this Act authorized.

Requisition by Party claiming Compensation to have a Jury summoned.

XXXIII. And be it enacted, That if any Party who shall be entitled to any Compensation in respect of any Lands, or of any Interest therein, taken for or injuriously affected by the making of the said Railway or Works, shall desire the Amount of such Compensation to be determined by a Jury, it shall be lawful for such Party to give Notice in Writing to the Company of such his Desire, and he shall in such Notice state the Nature of the Interest claimed by him in such Lands, and the Amount of the Compensation claimed by him in respect thereof; and unless the Company be willing to pay the Amount of Compensation so claimed, and shall enter into a written Agreement for that Purpose, then, within Twenty-one Days after the Receipt of any such Notice from any Party so entitled, they shall make Application to the Sheriff to summon a Jury accordingly, in the Manner herein mentioned.

Warrant for summoning Jury to be addressed to the Sheriff.

XXXIV. And be it enacted, That in every Case in which any such Question of disputed Compensation shall be required to be determined by the Verdict of a Jury, the Company, immediately after the Expiration of the Period allowed for Treaty, shall present their Petition to the Sheriff of the County, and crave that such Amount may be assessed and ascertained by Verdict of a Jury, and require him to summon a Jury for that Purpose.

Summoning of Jurymen.

XXXV. And be it enacted, That upon such Application as aforesaid the Sheriff shall summon a Jury of Thirty indifferent Persons, duly qualified to act as Jurymen in the Sheriffs Court, to meet at such Time and Place as such Sheriff, by an Order annexed to the said Petition, may think fit to appoint, but not more than Twenty-one Days nor less than Ten Days from the Date of such Petition.

Impannelling of Jury.

XXXVI. And be it enacted, That out of the Jurors appearing upon such Summons a Jury of Thirteen Persons shall be chosen by the Sheriff in the usual Way; and if a sufficient Number of Jurymen do not appear in obedience to such Summons the Sheriff shall return other indifferent Men, duly qualified as aforesaid, of the Bystanders, or others that can speedily be procured, to make up the Jury to the Number aforesaid; and all Parties concerned may have their lawful Challenges against any of the Jurymen.

Notice of Inquiry.

XXXVII. And be it enacted, That Ten Days Notice of the Time and Place of the Inquiry shall be given in Writing by the Party making Application to the Sheriff to the other Party, by serving a Copy of the Petition, with the Sheriff's Warrant thereon, upon the said Party or his known Agent.

Sheriff to preside; Witnesses to be summoned.

XXXVIII. And be it enacted, That the Sheriff shall preside on the said Inquiry; and the Party claiming Compensation shall be deemed the Pursuer, and shall have all such Rights and Privileges as the Pursuer is entitled to in the Trial of Actions at Law; and the Procedure at such

such Trials shall be conducted in like Manner as Criminal Trials in Sheriff Courts; and if either Party so request in Writing the Sheriff shall summon before him any Person considered necessary to be examined as a Witness touching the Matters in question, and on the like Request the Sheriff shall order the Jury, or any Six or more of them, to view the Place or Matter in controversy, in like Manner as Views may be had in the Trial of Civil Causes in the Sheriff Court: Provided always, that in case either of the Parties to the Inquiry shall fail to appear at the Time and Place appointed for holding the same the Sheriff and Jury may proceed therein *ex parte*.

Oath of Jurymen.

XXXIX. And be it enacted, That before the Jury proceed to inquire of and assess the Compensation or Damage in respect of which their Verdict is to be given they shall make Oath that they will truly and faithfully inquire of and assess such Compensation or Damage; and the Sheriff shall administer such Oaths, as well as the Oaths of all Persons called upon to give Evidence.

Verdict of Jury to be for Purchase of Lands and for Damage, assessed separately.

XL. And be it enacted, That such Jury shall deliver their Verdict by a Majority of their Number for the Sum of Money to be paid for the Purchase of the Lands required for the said Undertaking, or of any Interest therein belonging to the Party with whom such Questions of disputed Compensation shall so have arisen, and also the Sum of Money to be paid for the Injury done to the Lands of any such Party by the Severance from such Lands of the Lands required by the Company, and also the Sum of Money to be paid by way of Compensation for the Damage occasioned to any such Lands by the Execution of the Works, whether it be for Damage sustained before the Time of the Inquiry, or for future Damage, either temporary or permanent, or for any recurring Damage, of which the Cause is then only in part obviated, and which cannot or will not be further obviated by the Company; and the Sums of Money to be paid for the Injury done by any such Severance as aforesaid, or by way of Compensation for any such Damage as aforesaid, shall in every Case be assessed separately from the Value of the Lands, or the Sums to be paid for the Purchase thereof, or of any Interest therein.

Value of Interests previously purchased to be deducted.

XLI. And be it enacted, That in assessing the Sum of Money to be paid for the Purchase of any such Lands the Value of any Interest in such Lands as shall have been heretofore rightly purchased by the Company shall be first deducted.

Verdict and Judgment to be recorded.

XLII. And be it enacted, That the Sheriff before whom such Inquiry shall be held shall give Judgment and Decree for the Purchase Money or Compensation assessed by such Jury; and the said Verdict and Judgment shall be signed by the Sheriff, and being so signed shall be kept by the Clerk of the Sheriff Court among the Records of that Court; and such Verdicts and Judgments shall be deemed Records to all Intents and Purposes, and the same or true Copies thereof, duly authenticated according to the Forms used in *Scotland*, shall be good Evidence in all Courts and elsewhere; and all Persons may inspect the said Verdicts and Judgments, and may have Copies

thereof or Extracts therefrom, on paying for each Inspection thereof One Shilling, and for every One hundred Words copied or extracted therefrom Sixpence.

Costs of the Inquiry.

XLIII. And be it enacted, That on every such Inquiry before a Jury, where the Verdict of the Jury shall be given for the same or a greater Sum than the Sum previously offered by the Company, all the Costs of such Inquiry shall be borne by the Company; but if the Verdict of the Jury be given for a less Sum than the Sum previously offered by the Company, then one Half of the Costs shall be paid by the Owner of the Lands, and the other Half by the Company: Provided always, that in every Case where, by reason of Absence in Foreign Parts, or of any Disability, the Owner of the Lands shall have been prevented from treating with the Company, all the Costs shall be borne by the Company.

Particulars of the Costs.

XLIV. And be it enacted, That such Costs shall be settled by the Sheriff, and such Costs shall include all reasonable Costs, Charges, and Expences incurred in summoning, impannelling, and returning the Jury, taking the Inquiry, the Attendance of Witnesses, the Employment of Counsel, recording the Verdict and Judgment thereon, and otherwise incident to such Inquiry, and also the Expences of the Bond, if any, given by the Party at whose Instance the Inquiry shall have been taken, for prosecuting his Claim and securing the Costs of such Inquiry; and with respect to any such Costs payable by the Company, if within Seven Days after Demand such Costs be not paid to the Party entitled to receive the same, such Costs shall be recoverable by Poinding and Sale, and on Application to the Sheriff he shall give his Warrant accordingly; and with respect to any such Costs payable by the Owner of the Lands, or of any Interest therein, the same may be deducted out of any Money awarded by the Jury to be paid to such Owner as so much Money advanced for his Use, and the Payment of the Remainder of such Money shall be a good Payment and Satisfaction of the whole thereof.

Penalty on Sheriff and Jury for default.

XLV. And be it enacted, That if the Sheriff make default in any of the Matters herein-before required to be done by him in relation to any such Trial or Inquiry he shall forfeit Fifty Pounds for every such Offence; and if any Person summoned and returned upon any Jury under this Act, whether common or special, do not appear, or appear but refuse to make Oath, or in any other Manner unlawfully neglect his Duty, he shall, unless he show reasonable Excuse to the Satisfaction of the Sheriff, forfeit a Sum not exceeding Ten Pounds; and every such Penalty payable by a Sheriff or Juryman shall be applied in satisfaction of the Costs of the Inquiry, so far as the same will extend; and in addition to the Penalty hereby imposed every such Juryman shall be subject to the same Regulations, Pains, and Penalties as if such Jury had been returned for the Trial of Civil Causes in the Court of Session in *Scotland*.

Penalty on Witnesses making default.

XLVI. And be it enacted, That if any Person duly summoned to give Evidence upon any such Inquiry, and to whom a Tender of his reasonable Expences shall have been made, fail to appear at the Time and

and Place specified in the Summons, without sufficient Cause, or if any Person, whether summoned or not, who shall appear as a Witness, refuse to be examined on Oath touching the Subject Matter in question, every Person so offending shall forfeit a Sum not exceeding Ten Pounds.

Special Jury to be summoned at the Request of either Party.

XLVII. And be it enacted, That if either Party desire any such Question of disputed Compensation as aforesaid to be tried before a Special Jury, and before the Company have presented their Petition to the Sheriff give Notice in Writing of such Desire, such Question shall be so tried; and for that Purpose the Company shall, in their Petition to the Sheriff, require him to nominate a Special Jury for such Trial; and thereupon the Sheriff shall, as soon as conveniently may be after the Receipt by him of such Application, summon both the Parties to appear before him, by themselves or their Attornies, at some convenient Time and Place (not being less than Five Days from the Service of such Summons) appointed by him for the Purpose of nominating a Special Jury; and at the Place and Time so appointed the Sheriff shall proceed to nominate and strike a Special Jury in the Manner in which such Juries shall be required by the Laws for the Time being in force in the Court of the said Sheriff to be nominated or struck by the proper Officers of the said Court; and the Sheriff shall appoint a Day for the Parties or their Agents to appear before him to reduce the Number of such Jury, and thereof shall give Four Days Notice to the Parties; and on the Day so appointed the Sheriff shall proceed to reduce the said Special Jury to the Number of Twenty in the Manner used and accustomed by the proper Officers of the said Court.

Deficiency of Jurymen.

XLVIII. And be it enacted, That a Special Jury on such Inquiry shall consist of Thirteen of the said Twenty who shall first appear on the Names being called over, the Parties having their lawful Challenges against any of the said Jurymen; and if a full Jury do not appear, or if after such Challenges a full Jury do not remain, then, upon the Application of either Party, the Sheriff shall add to the List of such Jury the Names of any other disinterested Persons qualified to act as Special or Common Jurymen who shall not have been previously struck off the aforesaid List, and who may then be attending the Court, or can speedily be procured, so as to complete such Jury, all Parties having their lawful Challenges against such Persons; and the Sheriff shall proceed to the Trial and Adjudication of the Matters in question by such Jury, and such Trial shall be attended in all respects with the like Incidents and Consequences as herein-before provided in the Case of a Trial by Common Jury.

Other Inquiries before same Special Jury by Consent.

XLIX. And be it enacted, That any other Inquiry than that for the Trial of which such Special Jury may have been struck and reduced as aforesaid may be tried by such Jury, provided the Parties thereto respectively shall give their Consent to such Trial.

Special Jurymen not to attend more than once.

L. And be it enacted, That no Special Juryman shall, without his Consent, be summoned or required to attend any such Proceeding as aforesaid more than once in any Year.

LI. And

Reference of Dispute as to Compensation to Sheriff.

LI. And with respect to such Question of disputed Compensation or other Matter of Difference by this Act authorized to be referred to the Determination of the Sheriff, be it enacted, That either Party may apply to such Sheriff in respect to any such Matter, and thereupon such Sheriff, in Presence of the Parties, or such of them as shall appear, being duly summoned for that Purpose, shall examine into the Matter in dispute, and shall award such an Amount of Compensation, or shall make such Determination in respect of the Matter so referred to him, as to him shall seem fit; and the Costs of every such Inquiry shall be in the Discretion of such Sheriff, and he shall settle the Amount thereof, and in default of Payment of such Costs as directed by such Sheriff the same shall be levied by Poinding and Sale of the Goods and Effects of the Party so making default, and the Sheriff shall issue his Warrant accordingly.

Company empowered to purchase the Interest in Lands the Purchase whereof may have been omitted by Mistake.

LII. And be it enacted, That if at any Time after the Company shall have entered upon any Lands which under the Provisions of this Act they were authorized to purchase, and which shall be permanently required for the Purposes of the Undertaking, any Party shall appear to be entitled to any Estate, Right, or Interest in or Charge affecting such Lands which the Company shall have failed or omitted duly to purchase or to pay Compensation for, then, whether the Period granted for the Purchase of Lands shall have expired or not, the Company shall remain in the undisturbed Possession of such Lands, provided within Six Calendar Months after Notice of such Estate, Right, Interest, or Charge, in case the same shall not be disputed by the Company, or in case the same shall be disputed then within Six Calendar Months after the Right thereto shall have been finally established by Law in favour of the Party claiming the same, the Company shall purchase or pay Compensation for the same, and shall also pay to such Party, or to any other Party who may establish a Right thereto, full Compensation for the mesne Profits or Interest which would have accrued to such Parties respectively in respect thereof during the Interval between the Entry of the Company thereon and the Time of the Payment of such Purchase Money or Compensation by the Company, so far as such mesne Profits or Interest may be recoverable in Law or Equity; and such Purchase Money or Compensation shall be agreed on or awarded and paid in like Manner as, according to the Provisions of this Act, the same respectively would have been agreed on or awarded and paid in case the Company had purchased such Estate, Right, Interest, or Charge before their entering upon such Lands, or as near thereto as Circumstances will admit.

How Value of such Land to be estimated.

LIII. And be it enacted, That in estimating any Compensation to be given for any such last-mentioned Lands, or any Estate or Interest in the same, or for any mesne Profits thereon, the Jury shall assess the same at such Price as they shall find to be the Value of such Lands, Estate, or Interest, and Profits, without regard to any Improvements or Works made in the said Lands by the Company, and as though the said Railway and Works by this Act authorized, or any Part thereof, had not been constructed.

LIV. And

Company to pay Costs of Litigation as to such Lands.

LIV. And be it enacted, That in addition to such Purchase Money, Compensation, or Satisfaction, and before the Company shall become absolutely entitled to any such Estate, Interest, or Charge, or to have the same merged or extinguished for their Benefit, they shall, when the Right to any such Estate, Interest, or Charge shall be disputed, pay the full Costs and Expences of any Proceedings at Law or in Equity for the Recovery of the same to the Parties with whom any Litigation in respect thereof shall have taken place; and such Costs and Expences shall, in case the same shall be disputed, be settled by the proper Officers of the Court in which such Litigation took place.

Proceedings in case of Refusal to deliver Possession of Lands.

LV. And be it enacted, That where, according to the Provisions of this Act, the Company are authorized to enter upon and take possession of any Lands required for the Purposes of the said Undertaking, if the Owner or Occupier of any such Lands, or any other Person, refuse to give up the Possession thereof, or hinder the Company from entering upon or taking possession of the same, it shall be lawful for the Company to present a Petition to the Sheriff, praying to deliver Possession of the same to the Person appointed in such Petition to receive the same, and upon such Application the Sheriff shall deliver Possession of any such Lands accordingly; and the Costs accruing by reason of such Application, to be settled by the Sheriff, shall be paid by the Persons refusing to give Possession, and in case of Nonpayment thereof it shall be lawful for such Sheriff to enforce Payment thereof by Poinding and Sale of the Goods and Effects of the Persons so refusing as aforesaid, and the Sheriff shall issue his Warrant accordingly.

Company not to be entitled to Minerals.

LVI. And with respect to any Mines of Coal, Ironstone, Lime, Slate, or other Minerals under any Land purchased by the Company, be it enacted, That the Company shall not be entitled to any such Mines or Minerals, except only such Parts thereof as shall be necessary to be dug or carried away or used in the Construction of the Railway and Works by this Act authorized, unless the same shall have been expressly purchased; and all such Mines, excepting as aforesaid, shall be deemed to be excepted out of the Conveyance of such Lands, unless they shall have been expressly thereby conveyed, but providing that the Owners thereof shall not have Power to make Openings in the Surface of the Lands so to be acquired by the Company.

Power to Owners of intersected Lands to insist on Sale.

LVII. And with respect to any such Lands which shall be so cut through and divided by the said Railway or Works as to leave, either on both Sides or on One Side thereof, a less Quantity of Land than Half a Statute Acre, be it enacted, That if the Owner of any such Land, not being situate in a City or Town, or built upon, require the Company to purchase any such small Parcel of Land along with the other Land required for the Purposes of this Act, the Company shall purchase the same accordingly, unless the Owner thereof have other Land adjoining to that so left into which the same can be thrown; and if such Owner have any other Land so adjoining he may require the Company, at their own Expence, to throw the Piece

of Land so left into such adjoining Land, by removing the Fences and levelling the Sites thereof, and by soiling the same in a sufficient and workmanlike Manner.

Power of Company to insist on Purchase where Expence of Bridges, &c. exceeds the Value.

LVIII. And be it enacted, That if any such Land shall be so cut through and divided as to leave on either Side of the Works a Piece of Land of less Extent than Half a Statute Acre, or of less Value than the Expence of making a Bridge, Culvert, or such other Communication between the Land so divided as the Company are under the Provisions of this Act compellable to make, and if the Owner of such Lands have not other Lands adjoining such Piece of Land, and require the Company to make such Communication, then the Company may require such Owner to sell to them such Piece of Land; and any Dispute as to the Value of such Piece of Land, or as to what would be the Expence of making such Communication, shall be ascertained by a Jury as herein provided for in Cases of disputed Compensation; and on the Occasion of ascertaining the Value of the Land required to be taken for the Purposes of the said Railway or Works the Jury shall, if required by either Party, ascertain by their Verdict the Value of any such severed Piece of Land, and also what would be the Expence of making such Communication.

Parties not to be required to sell Part of a House.

LIX. And be it enacted, That no Party at any Time shall be required to sell or convey to the Company a Part only of any House, Manufactory, or other Building, if such Party be willing to sell and convey the whole thereof.

Superiorities not to be affected.

LX. And be it enacted, That the Rights and Titles to be granted in manner herein mentioned in and to any Lands taken and used for the Purposes of this Act shall, unless otherwise specially provided for, in nowise affect or diminish the Right of Superiority in the same, which shall remain entire in the Person granting such Rights and Titles; but in the event of the Lands so used or taken being a Part or Portion of other Lands held by the same Owner under the same Titles, the said Company shall not be liable for any Feu Duties or Casualties to the Superiors thereof, nor shall the said Company be bound to enter with the said Superiors: Provided always, that before entering into possession of any Lands full Compensation shall be made to the said Superiors for all Loss which they may sustain by being deprived of any Casualties, or otherwise by reason of the above Procedure.

Release of Lands from Rent-charges.

LXI. And with respect to any Lands which shall be charged with any Feu Duty, Ground Annual, Casualty of Superiority, or other Real Burden or Incumbrance, be it enacted, That if any Difference shall arise between the Company and the Party entitled to any such Burden or Incumbrance respecting the Consideration to be paid for the Release of such Lands therefrom, or from the Portion thereof affecting the Lands required for the Purposes of this Act, the same shall be determined as in other Cases of disputed Compensation.

Release of Part of Lands from Charge.

LXII. And be it enacted, That if Part only of the Lands charged with any such Feu Duty, Ground Annual, Casualty of Superiority, or other

other Real Burden or Incumbrance be required to be taken for the Purposes of this Act, the Apportionment of any such Charge may be settled by Agreement between the Party entitled thereto and the Owner of the Lands on the one Part, and the Company on the other Part; and if such Apportionment be not so settled by Agreement, the same shall be settled by the Sheriff of the County; but if the remaining Part of the Lands so jointly subject be a sufficient Security for such Charge, then, with the Consent of the Owner of the Lands so jointly subject, such Owner not being under legal Disability or Incapacity, the Party entitled to such Charge may release therefrom the Lands required, on condition or in consideration of such other Lands remaining exclusively subject to the whole thereof.

Deposit in case of Refusal to release.

LXIII. And be it enacted, That upon Payment or Tender of the Compensation so agreed upon or determined to the Party entitled to any such Charge as aforesaid such Party shall execute to the Company a Release of such Charge, and if he fail so to do, or if he fail to adduce a good Title to such Charge to the Satisfaction of the Company, they shall pay the Amount of such Compensation into one of the Banks aforesaid, in the Manner provided by this Act in the like Cases of Monies required to be deposited in such Bank; and thereupon the Feu Duty, Ground Annual, Casualty of Superiority, or other Real Burden or Incumbrance, or the Portion thereof in respect whereof such Compensation shall so have been paid, shall cease and be extinguished.

Charge to continue on Lands not taken.

LXIV. And be it enacted, That if any such Lands be so released from any such Charge or Incumbrance, or Portion thereof, to which they were subject jointly with other Lands, such last-mentioned Lands shall alone be charged with the whole of such Charge, or with the Remainder thereof, as the Case may be, and the Party entitled to the Charge shall have all the same Rights and Remedies over such last-mentioned Lands, for the whole, or for the Remainder of the Charge, as the Case may be, as he had previously over the whole of the Lands subject to such Charge; and if upon any such Charge or Portion thereof being so released the Deed or Instrument creating or transferring such Charge be tendered to the Company for the Purpose, they shall affix their Common Seal to a Memorandum of such Release endorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Charge shall have been purchased by virtue of this Act, and if the Lands be released from Part of such Charge, what Proportion of such Charge shall have been released, and how much thereof continues payable, or if the Lands so required shall have been released from the whole of such Charge, then that the remaining Lands are thenceforward to remain exclusively charged therewith; and such Memorandum shall be made and executed at the Expence of the Company, and shall be Evidence in all Courts and elsewhere of the Facts therein stated, but not so as to exclude any other Evidence of the same Facts.

LXV. And

When Part only of Land under Lease taken, the Rent to be apportioned.

LXV. And with respect to such Lands which shall be comprised in a Lease or Missive of Lease for a Term of Years unexpired, Part only of which Lands shall be required for the Purposes of this Act, be it enacted, That the Rent payable in respect of the Lands comprised in such Lease shall be apportioned between the Lands so required and the Residue of such Lands; and such Apportionment may be settled by Agreement between the Lessor and Lessee of such Lands on the one Part, and the Company on the other Part; and if such Apportionment be not so settled by Agreement between the Parties such Apportionment shall be settled by the Sheriff of the County; and after such Apportionment the Lessee of such Lands shall, as to all future accruing Rent, be liable only to so much of the Rent as shall be so apportioned in respect of the Lands not required for the Purposes of this Act; and the Lessor shall have all the same Rights and Remedies for the Recovery of such Rent as previously to such Apportionment he had for Recovery of the whole Rent reserved by such Lease or Missive of Lease; and all the Covenants, Conditions, and Agreements of such Lease, except as to the Amount of Rent to be paid, shall remain in force with regard to that Part of the Land which shall not be required for the Purposes of this Act, in the same Manner as they would have done in case such Part of the Land had been included in the Lease.

Tenants to be compensated.

LXVI. And be it enacted, That every such Lessee as last aforesaid shall be entitled to receive from the Company Compensation for the Damage done to him in his Tenancy by reason of the Severance of the Lands required from those not required, or otherwise by reason of the Execution of any such Works.

Compensation to Tenants at Will or from Year to Year.

LXVII. Provided always, and be it enacted, That if any Person in possession of any Lands, and having no greater Interest therein than as Tenant at Will, or Lessee for a Year, or from Year to Year, be required to give up Possession of any Lands so occupied by him, before the Expiration of his Term or Interest therein, he shall be entitled to Compensation for the Value of his unexpired Term or Interest in such Lands, or if a Part only of such Lands be required, Compensation for the Damage done to him in his Tenancy, by the Severance of the Lands required from those not required; and the Amount of such Compensation shall be determined by the Sheriff, in case the Parties differ about the same.

On Refusal Sheriff to give Possession.

LXVIII. And be it enacted, That if any such Person refuse to give up such Possession, it shall be lawful for the Company, after making Payment or Tender of such Compensation as herein-before mentioned, but not otherwise, to present a Petition to the Sheriff to deliver up Possession of such Lands to the Person nominated by them in such Petition to receive the same; and upon Receipt of such Petition, the said Sheriff shall deliver Possession of such Lands in obedience thereto; and the Party so refusing to give up Possession shall pay the Costs incurred by such Application, and in the Procedure following therein, to be settled by the said Sheriff; and if, on Demand, he fail to pay the same, they shall be levied by Poind-

ing and Sale of the Goods and Effects of such Party, and the Sheriff shall issue his Warrant accordingly.

Production of Leases.

LXIX. And be it enacted, That if any Party claim Compensation in respect of any unexpired Term or Interest under any Lease or Missive of Lease or Grant of any such Lands, the Company may require such Party to produce the Lease or Missive of Lease or Grant in respect of which such Claim shall be made, or the best Evidence thereof in his Power; and if, after Demand made in Writing by the Company, such Lease or Missive of Lease or Grant, or the best Evidence thereof, be not produced within a reasonable Time, the Party so claiming Compensation shall be considered as a Tenant holding only from Year to Year, and be entitled to Compensation accordingly.

Compulsory Purchase limited to Three Years.

LXX. And be it enacted, That the Powers of the Company for the compulsory Purchase or taking of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing hereof.

Capital to be subscribed beforePowers for Purchase of Lands exercised.

LXXI. And whereas the additional Capital required for executing the Purposes of this Act is estimated to amount to the Sum of Ninety-nine thousand nine hundred and nineteen Pounds; be it enacted, That before any of such Powers shall be put in force the whole of the said Sum of Ninety-nine thousand nine hundred and nineteen Pounds shall be subscribed under Contract binding the Parties thereto, their Executors and Administrators, for the Payment of the several Sums by them respectively subscribed; and a Certificate under the Hand of the Sheriff of the County of *Lanark*, certifying that the whole of the said Sum has been subscribed, shall be sufficient Evidence thereof; and on the Application of the Company, and the Production of such Evidence as the said Sheriff shall think proper and sufficient, the said Sheriff shall grant such Certificate accordingly.

Company empowered to make additional Lines.

LXXII. And be it enacted, That, subject to the Provisions and Restrictions in the said recited Acts and in this Act contained, it shall be lawful for the Company to make and maintain the following extended Lines of Railway and Works delineated and described in the Plans and in the Books of Reference herein-after mentioned, and in the Schedule (C.) hereto; namely, (First) a Railway or Railways, with Roads of Communication, and all proper and necessary Works connected therewith, to lead from and to join and communicate with the said *Coatbridge Branch* at the aforesaid Terminus thereof at or near *Summerlee House* in the Lands of *Summerlee*, to join the *Wishaw and Coltness* Railway at or near the North-eastern Terminus of the said *Wishaw and Coltness* Railway in the Parish of *Old Monkland*, so as to unite the said *Garnkirk and Glasgow* Railway with the said *Wishaw and Coltness* Railway; and (Second) a Railway or Railways, with Roads of Communication, Depôts, and all proper and necessary Works and Conveniences connected therewith, to lead from the Western Terminus of the *Garnkirk and Glasgow* Railway on or near the Lands of *Broomhill* to or near to the Point

of Junction of the Roads from *Garscube* and *Port Dundas* to *Glasgow* at or near the present Toll Bar across the said Road from *Port Dundas* to *Glasgow;* and for the above Purposes it shall be lawful for the Company to enter upon, take, and use such of the Lands so delineated and described as shall be necessary for making and constructing the said extended Lines of Railway and Works; and the said several extended Lines of Railway and other Works shall for all the Purposes of this and the said recited Acts be and be considered Part and Parcel of the said *Glasgow, Garnkirk, and Coatbridge* Railway: Provided always, that it shall not be lawful for the Company to execute the Line from the said Western Terminus to or near the said Toll Bar according to the Plan and Section hereinafter referred to, distinguished as Plan No. 1. and Section No. 1., but only to execute the same in conformity with the Plan and Section distinguished as Plan No. 2. alternative Line, and Section No. 2. alternative Line.

Deposited Plans and Books of Reference to be open for Inspection.

LXXIII. And whereas Plans and Sections of the said *Coatbridge Branch*, and of the proposed extended Lines of Railway, showing the Lines and Levels thereof, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands through which the same pass and are intended to pass, have been deposited at the several Offices of the Sheriff Clerk of the County of *Lanark;* be it enacted, That all Persons interested may at all seasonable Times inspect such Plans, Sections, and Books of Reference, and may require to be furnished by any such Sheriff Clerk with Extracts therefrom or Copies thereof; and such Sheriff Clerk shall give Access to such Documents, and, if required, furnish Copies thereof or Extracts therefrom, and certify the same to be true Copies or Extracts; and in respect thereof he shall be entitled to One Shilling for every Inspection of such Document, and One Shilling for every Hour such Inspection shall continue beyond the first Hour, and Sixpence for every One hundred Words copied or extracted therefrom; and if any such Sheriff Clerk shall fail to comply with any of the Provisions aforesaid he shall forfeit for every such Offence a Sum not exceeding Five Pounds.

Errors and Omissions to be corrected.

LXXIV. And for the Purpose of making Provision for correcting any Omission, Mis-statement, or erroneous Description of any Lands, or of the Owners, Lessees, or Occupiers of any Lands, described on the said Plans or in the said Books of Reference, or in the Schedule (C.) hereto, be it enacted, That the Correction of any such Matter may be referred by the Company to the Determination of the Sheriff of the County of *Lanark;* and if it shall appear to such Sheriff that such Omission, Mis-statement, or erroneous Description arose from Mistake, he shall certify the same accordingly, and he shall in such Certificate state the Particulars of any such Omission, and in what respect any such Matter shall have been mis-stated or erroneously described; and such Certificate shall be deposited with the Principal Sheriff Clerk of the said County, and Copies or Extracts thereof with the Schoolmaster of the Parish or several Parishes in which the Lands affected thereby shall be situate; and such Certificate and such Extracts or Copies respectively

respectively shall be kept by such Sheriff Clerk and Schoolmaster respectively along with the Documents to which they relate; and thereupon such Documents, and the Schedule (C.) to this Act, shall be deemed to be corrected according to such Certificate, and it shall be lawful for the Company to make the Railway in accordance with such Certificate.

Copies of Plans, &c. to be Evidence.

LXXV. And be it enacted, That true Copies of such Plans and Books of Reference, or of any Correction thereof or Extracts therefrom, certified by such Sheriff Clerk, shall be received in all Courts of Justice or elsewhere as Evidence of the Contents thereof.

Company empowered to deviate from Plans.

LXXVI. And be it enacted, That the Company in making the Railway shall have Power to deviate from the Lines delineated on the Plans so deposited, provided that no such Deviation shall extend to a greater Distance than the Limits of Deviation delineated on the said Plans, nor to a greater Extent than One hundred Yards from the said Lines, nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in some one of the said Books of Reference, without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Books of Reference.

Limiting Deviation from Datum Line or Section.

LXXVII. And be it enacted, That in making the said Railways respectively it shall not be lawful for the Company to deviate from the Levels of the said Lines of Railway as referred to the common Datum Line described in the Section approved of by Parliament, and as marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made, or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners, or if there be no such Trustees or Commissioners, without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for any public Sewers or the Proprietors of any Canal or Navigation affected by such Deviation; and no Increase in the Inclination or Gradients of the said Railways as denoted by the said Section shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile; and where in any Place it is intended to carry the Railway on an Arch or Arches as marked on the said Plans and Sections the same shall be made accordingly, and where a Tunnel is marked on the said Plans or Sections as intended to be made at any Place the same shall be made accordingly, unless the Owners, Lessees, and Occupiers of the Land in or through which such Tunnel is intended to be made shall consent that the same shall not be so made: Provided nevertheless, that it shall be lawful for the Company, with such Consent as

as aforesaid, and not otherwise, to make a Tunnel or an Arch or Arches as aforesaid not marked on the said Plans or Sections, so that no such Tunnel shall be of greater Length than Two hundred Yards, and that no Two Tunnels be at a less Distance from each other than One hundred Yards, measured on the Line of the Railway: Provided always, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such Consent as aforesaid shall, Fourteen Days previous to the holding of such Petty Sessions, be given in some Newspaper circulating in the County, and also be affixed upon the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or if there be no Church some other Place to which Notices are usually affixed; and provided also, that for the Purpose of consenting to any such Deviation from the said Sections, and to any Tunnelling or Arching as aforesaid, the Word "Owners" shall be deemed and taken to mean such Persons as are by the said first-recited Act capacitated to agree for the Sale of and to convey Lands for the making of the said Railway; and the Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

Limiting Alteration of Curves.

LXXVIII. And be it enacted, That it shall not be lawful to diminish the Radius of any Curve, as described on the Plans deposited in the Offices of the Sheriff Clerk of the County of *Lanark*, unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile, unless where it exceeds Two Miles, or by more than Half a Mile, unless where it exceeds Three Miles, on the said Plan.

Houses and enclosed Grounds not to be taken, unless specified in Schedule (C).

LXXIX. And be it enacted, That the Company shall not take or injure any Property of the following Kinds, except such as shall be specified in the Schedule (C.) annexed to this Act, without the Consent in Writing of the Owners and Occupiers thereof, unless the Omission in such Schedule be certified according to the Provisions herein-before contained to have proceeded from Mistake; (that is to say,) any House or Building erected on or before the Thirtieth Day of *November* One thousand eight hundred and forty-three, or any Ground on or before that Day enclosed or set apart and used as a Garden, Orchard, Nursery Ground, Yard, Paddock, Plantation, planted Walk, or Avenue to a House.

Works to be executed.

LXXX. And be it enacted, That, subject to the Provisions and Restrictions contained in this and the said recited Acts, it shall be lawful for the Company, for the Purpose of constructing the said extended Lines of Railway, to execute any of the following Works; (that is to say,)

They may make or construct, in, upon, across, under, or over any Lands, Streets, Hills, Valleys, Roads, Railroads, or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, described in the said Plans or mentioned in the said Books of Reference or any Correction thereof, such temporary or permanent Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges,

Bridges, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences as they think proper;

They may alter the Course of any Rivers not navigable, Canals, Brooks, Streams, or Watercourses, if necessary for constructing and maintaining Tunnels, Bridges, Passages, or other Works over or under the same, and divert or alter, as well temporarily as permanently, the Course of any such Rivers or Streams of Water, Roads, Streets, or Ways, or raise or sink the Level of any such Rivers or Streams, Roads, Streets, or Ways, in order the more conveniently to carry the same over or under or by the Side of the Railway, as they may think proper;

They may make Drains or Conduits into, through, or under any Lands adjoining the Railway, for the Purpose of conveying Water from or to the Railway;

They may erect and construct Depôts, Houses, Warehouses, Offices, and other Buildings, Yards, Stations, Wharfs, Staiths, and other Shipping Places, Engines, Machinery, Apparatus, and other Works and Conveniences, as they think proper;

They may from Time to Time alter, repair, or discontinue the before-mentioned Works or any of them, and substitute others in their Stead; and

They may do all other Acts necessary for making, maintaining, altering or repairing and using the said Railway:

Proviso as to Damages.

Provided always, that in the Exercise of the Powers hereby granted the Company shall do as little Damage as can be, and shall make full Satisfaction in manner provided by the said recited Acts or this Act to all Parties interested for all Damages by them sustained by reason of the Exercise of such Powers.

Breadth of Land for the Railway.

LXXXI. And be it enacted, That the Lands to be taken for the said Lines of Railway shall not exceed the Breadth of Fifteen Yards, without the Consent in Writing of the Owners and Occupiers of the Lands so required, except in the following Cases; (that is to say,)

Except at or near the Termination of the Railway and Branches therefrom:

Except on Commons, Downs, Moors, or unenclosed or waste Grounds:

And except where a greater Breadth shall be required for the following Purposes, and shall be so marked in the said Plans; (that is to say,)

For Carriages to wait, load, or unload, and to turn or pass each other;

For raising Embankments or Viaducts for crossing Valleys or low Grounds;

For Cuttings;

For the Erection and Establishment of any fixed or permanent Machinery, Toll Houses, Warehouses, Depôts, Stations, Wharfs, Staiths, and other Shipping Places, Erections, or Buildings; and

For the Purpose of any Side Road for agricultural or general Purposes:

And in any of the Cases aforesaid it shall be lawful for the Company to take and use a greater Breadth of Land than Fifteen Yards; but in no Case shall the Breadth of Land so taken exceed One hundred Yards, except for Cuttings and Embankments, or any Depôt or Station connected with the said Lines of Railway.

Alteration of Water and Gas Pipes, &c.

LXXXII. And be it enacted, That it shall be lawful for the Company, for the Purpose of constructing the said Lines of Railway, to raise, sink, or otherwise alter the Position of any of the Watercourses, Water Pipes, or Gas Pipes belonging to any of the Houses adjoining or near to the same, and also the Mains and other Pipes laid down by any Company or Society who may furnish the Inhabitants of such Houses or Places with Water or Gas, and also to remove all other Obstructions to such Construction, so as the same respectively be done with as little Detriment and Inconvenience to such Company, Society, or Inhabitants as the Circumstances will admit, and be done under the Superintendence of the several Commissioners or Trustees or Persons having Control of the Pavements, Sewers, Roads, Streets, Highways, Lanes, and other public Passages and Places within the Parish or District where such Mains, Pipes, or Obstructions shall be situate, or of their Surveyor, but it shall not be lawful for the Company to alter the Position of any Pipes so as to lay the same contrary to the Regulations of any Act of Parliament relating thereto.

Penalty for obstructing Supply of Gas or Water.

LXXXIII. And be it enacted, That if by any such Operations as aforesaid the Company shall interrupt the Supply of any Water or Gas they shall forfeit Five Pounds for every Day that such Supply shall be so interrupted; and such Penalty shall be appropriated to the Benefit of the Poor of the Parish in which such Obstruction shall occur, and in such Manner as the Heritors and Kirk Session of such Parish shall direct.

Mines lying near the Railway not to be worked if the Company willing to purchase them.

LXXXIV. And for the Purpose of protecting the Railway and Works from Danger to be apprehended from the working of any Mines either under or closely adjoining the Railway, be it enacted, That if the Owner, Lessee, or Occupier of any Mines or Minerals lying under the Railway, or any of the Works connected therewith, or within Forty Yards therefrom, be desirous of working the same, such Owner, Lessee, or Occupier shall give to the Company Notice in Writing of his Intention so to do Thirty Days before the Commencement of working; and upon the Receipt of such Notice, it shall be lawful for the Company to cause such Mines to be inspected by any Person appointed by them for the Purpose; and if it appear to the Company that the working of such Mines or Minerals is likely to damage the Works of the Railway, and if the Company be willing to make Compensation for such Mines to such Owner, Lessee, or Occupier thereof, then he shall not work or get the same; and if the Company and such Owner do not agree as to the Amount of such Compensation, the same shall be settled as in other Cases of disputed Compensation.

LXXXV. And

If Company unwilling to purchase, Owner may work the Mines.

LXXXV. And be it enacted, That if before the Expiration of such Thirty Days the Company do not state their Willingness to treat with such Owner, Lessee, or Occupier for the Payment of such Compensation, it shall be lawful for him to work the said Mines so that the same be done in manner proper and necessary for the beneficial working thereof; and if any Damage or Obstruction be occasioned to the Railway or Works by improper working of such Mines, the same shall be forthwith repaired or removed, as the Case may require, by the Owner, Lessee, or Occupier of such Mines or Minerals, and at his own Expence; and if such Repair or Removal be not forthwith done it shall be lawful for the Company to execute the same, and recover from such Owner, Lessee, or Occupier the Expence occasioned thereby, by Action in any competent Courts.

Power to the Company to enter and inspect the working of Mines.

LXXXVI. And for the better ascertaining whether any such Mines are being worked or about to be worked so as to damage the Railway or Works, be it enacted, That it shall be lawful for the Company, after giving Twenty-four Hours Notice in Writing, to enter upon any Lands through or near which the Railway passes, wherein any such Mines are being worked or are supposed so to be, and enter into or return from any such Mines or other Works connected therewith; and for that Purpose it shall be lawful for them to make use of any Apparatus or Machinery belonging to the Owners, Lessees, or Occupiers of such Mines, and to use all necessary Means for discovering the Distance from the Railway to the Parts of such Mines which may be being worked, or be about so to be.

If Mines improperly worked, Supports to be made.

LXXXVII. And be it enacted, That if it appear that any such Mines have been worked contrary to the Provisions of this Act, the Company may give Notice to such Owners, Lessees, or Occupiers to adopt the necessary Means, and to construct the requisite Supports, for making safe the Railway and other Works, and preventing any Injury thereto; and if after such Notice any such Owner, Lessee, or Occupier do not forthwith proceed to construct the necessary Works for making safe the Railway and Works, the Company may themselves construct such Works, and recover the Expence thereof from such Owner, Lessee, or Occupier, by Action in any competent Courts.

Mining Communications.

LXXXVIII. And be it enacted, That if the working of any such Mines under the Railway or Works, or within the above-mentioned Distance therefrom, be prevented by reason of apprehended Injury to the Railway and Works, it shall be lawful for the respective Owners, Lessees, and Occupiers of such Mines to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines, Measures, or Strata the working whereof shall be so prevented, as may be requisite to enable them to ventilate, drain, and work the said Mines; but no such Airway, Headway, Gateway, or Water Levels shall be of greater Dimensions or Sections than Eight Feet wide and Eight Feet high, nor shall the same be cut or made upon any Part of the Railway or Works, or so as to injure the same, or to impede the Passage thereon.

LXXXIX. And

Bridges over Roads.

LXXXIX. And be it enacted, That every Bridge to be erected for the Purpose of carrying the Lines herein authorized over any Road shall be built in conformity with the following Regulations; (that is to say,)

The Width of the Arch shall be such as to leave thereunder a clear Space of not less than Thirty-five Feet if the Arch be over a Turnpike Road, and of Twenty-five Feet if over a public Carriage Road, and of Twelve Feet if over a private Road:

The clear Height of the Arch from the Surface of the Road shall be not less than Sixteen Feet for a Space of Twelve Feet if the Arch be over a Turnpike Road, and Fifteen Feet for a Space of Ten Feet if over a public Carriage Road (excepting with the Consent of the Owners of the adjoining Lands, and the Trustees or other Persons in charge of such Turnpike or public Carriage Road); and in each of such Cases the clear Height at the springing of the Arch shall not be less than Twelve Feet:

The clear Height of the Arch for a Space of Nine Feet shall not be less than Fourteen Feet over a private Carriage Road, excepting with the Consent of the Owners of the Lands adjoining such Road:

The Descent under the Bridge shall not exceed One Foot in Thirty Feet if the Bridge be over a Turnpike Road, One Foot in Twenty Feet if over a public Carriage Road, and One Foot in Sixteen Feet if over a private Carriage Road or Occupation Way.

As to Railway crossing the Airdrie Road.

XC. And be it enacted, That the Span of the Arch of the Bridge to be erected by the Company for the Purpose of carrying the Railway over or across the Turnpike Road from *Edinburgh* to *Glasgow*, by *Airdrie*, near *Coatbridge*, shall be formed and shall at all Times be and continue of such Width as to leave a clear and open Space under such Arch of not less than Thirty Feet, and of a Height from the Surface of such Turnpike Road to the Centre of such Arch of not less than Sixteen Feet, and with Abutments of not less than Ten Feet in Height, and the Descent under such Bridge shall not exceed One Foot in Thirty Feet; and in the Construction of the said Bridge, and other Operations connected therewith, a Portion of the said Turnpike Road, to the Extent of Twenty Feet in Width at least, shall at all Times be kept free from all Inconvenience or Obstruction to the Passage along the same.

For Protection of Drumpeller Coal Company's private Railway.

XCI. And be it enacted, That the Arching to be formed by the Company for the Purpose of carrying the Railway over or across the private Railway belonging to the *Drumpeller* Coal Company shall be formed and shall at all Times be and continue of such Width as to leave a clear and open Space under such Arch of not less than Twenty-five Feet, that is to say, Twelve Feet Six Inches clear on each Side of the Centre of the said private Railway, and of a Height from the Surface of the Rails of such private Railway of not less than Fifteen Feet for the full Width of Twenty-five Feet above mentioned.

XCII. And

Bridges over Railways.

XCII. And be it enacted, That every Bridge erected for carrying any Road over the Railways herein authorized shall be built in conformity with the following Regulations; (that is to say,)

There shall be a good and sufficient Fence on each Side of the Bridge of not less Height than Four Feet:

The Road over the Bridges shall leave a clear Space between the Fences thereof of Thirty-five Feet if the Road be a Turnpike Road, and Twenty Feet if a public Carriage Road, and Twelve Feet if a private Road:

The Ascent shall not be more than One Foot in Thirty Feet if the Road be a Turnpike Road, One Foot in Twenty Feet if it be a public Carriage Road, and One Foot in Sixteen Feet if a private Carriage Road.

Bridges need not exceed present Width of Roads.

XCIII. Provided always, and be it enacted, That in all Cases where the average available Width for the Passage of Carriages of any existing Roads, within One hundred Yards of the Points of crossing the same is less than the Width herein-before prescribed for Bridges over or under the Railway, then and in such Case the Width of such Bridges need not be greater than such average available Width of such Roads; but if at any Time after the Construction of the Railway the aforesaid average available Width of any such Road shall be increased beyond the Width of such Bridge, then and in such Case the Company shall be bound, at their own Expence, to increase the Width of the said Bridge to such Extent as they may be required by the Trustees or Surveyors of such Road, not exceeding the maximum Width herein-before prescribed for Bridges over or under the Railway.

Present Inclinations of Roads crossed or diverted need not be improved.

XCIV. Provided always, and be it enacted, That in the event of the mean Inclination of any Road within One hundred Yards of the Point of crossing the same, or the Inclination of such Portion of any Road as may require to be altered, or for which another Road shall be substituted, shall be steeper than the Inclinations herein-before required to be preserved by the Company, then the Company may carry any such Road over or under the Railway, or may construct such altered Road or such substituted Road according to the same on no steeper Inclinations than the mean Inclination of the Road so to be crossed, or of the Road to be abandoned within the respective Distances aforesaid.

Provision in Cases where Roads are crossed on a Level.

XCV. And be it enacted, That in all Cases where the Railway shall cross any Turnpike Road or public Highway on a Level the Company shall erect and at all Times maintain good and sufficient Gates on each Side of such Turnpike Road or public Highway where the Railway shall communicate therewith, and shall employ proper Persons to open and shut such Gates, so that Persons, Horses, Cattle, Carts, and Carriages passing along such Turnpike Road or public Highway shall not be exposed to any Danger or Damage by the passing of any Carriages or Engines along the Railway; and such Gates shall be kept constantly closed across each End of such Turnpike Road or public Highway, except during the Time when Horses,

Cattle, Carts, or Carriages passing along such Turnpike Road or public Highway shall have to cross the Railway; and such Gates shall be of such Dimensions and so constructed as when closed across the End of such Turnpike Road or public Highway to fence in the Railway, and prevent Cattle or Horses passing along the Road from entering upon the Railway while the Gates are closed; and the Person intrusted with the Care of such Gates shall cause the same to be closed as soon as such Horses, Cattle, Carts, or Carriages shall have passed through the same under a Penalty of Forty Shillings for any Default therein: Provided always, that it shall be lawful for the Lords of the Committee of Her Majesty's Privy Council appointed for Trade and Foreign Plantations, in any Case in which they are satisfied that it will be more conducive to the public Safety that the Gates on a level Crossing over any such Turnpike Road or public Highway should be kept closed across the Railway, to order and direct that such Gates shall be kept so closed, instead of across the Road, and in such last-mentioned Case such Gates shall be kept constantly closed across the Railway, except when Engines or Carriages passing along the Railway shall have Occasion to cross such Road, in the same Manner and under the like Penalty as above directed with respect to the Gates being closed across such Road.

Regulating the Crossing Branch of the Monkland and Kirkintilloch Railway on the Level.

XCVI. Provided always, and be it enacted, That where the Railway shall cross on the Level of the *Rosehall* Branch of the *Monkland and Kirkintilloch* Railway, as shown on the Plans deposited as aforesaid, the Company shall effect said Crossing in the most approved Manner at the Sight and to the Satisfaction of the Engineers of the *Monkland and Kirkintilloch* Railway Company, and of the *Glasgow, Garnkirk, and Coatbridge* Railway Company, and in case of their differing in Opinion, at the Sight and to the Satisfaction of a neutral Engineer, to be named by the Engineers of the said Companies, and so as not to impede the Traffic of the said Branch Railway; and the Company shall erect and maintain good and sufficient Gates on each Side of the said intended Railway, and shall employ a proper Person to open and shut Gates, and shall adopt all necessary and proper Precautions, so that all Persons, Carts, and Carriages passing along the said *Rosehall* Branch Railway shall not be exposed to any Danger or Damage by the passing of any Engines or Carriages along the said intended Extension Railway.

As to crossing a certain Railway and Parish Road on the Level.

XCVII. Provided always, and be it enacted, That where the Railway shall cross on the Level a private Tram Railway and the Parish Road near the *Garnkirk and Coatbridge Junction*, as shown on the Plans deposited as aforesaid, the Company shall erect, and so long as the said Tram Railway and Road are in use maintain, good and sufficient Gates on each Side of the Railway at such Crossings, and shall employ proper Persons to open and shut such Gates, and shall adopt all necessary and proper Precautions so that all Persons, Carts, and Carriages passing along the said Tram Railway and Road shall not be exposed to any Danger or Damage by the passing of any Carriages or Engines along the said *Glasgow, Garnkirk, and Coatbridge* Railway.

XCVIII. And

Other Roads not to be crossed on a Level.

XCVIII. And with respect to the crossing of other Roads by the said Line of Railway, be it enacted, That if the said Lines of Railway shall cross any other Turnpike Road or public Carriageway, either such Turnpike Road or public Carriageway shall be carried over such Railway, or the Railway shall be carried over such Road, by means of a Bridge of the Height and Width and with the Ascent or Descent by this Act in that Behalf provided, and such Bridges and other necessary Works connected therewith shall be executed at the Expence of the Company.

Before Roads are interfered with others to be substituted.

XCIX. And be it enacted, That if in the Exercise of the Powers by this Act granted any Part of any Road, whether Carriage Road, Horse Road, Tramroad, or Railway, either public or private, be found necessary to be gone across, cut through, raised, sunk, or taken, so that it will be so much injured thereby as to be impassable for or dangerous to Travellers, Passengers, or Carriages, or to the Persons entitled to the Use thereof, the Company shall, before the Commencement of any such Operations, cause a sufficient Road to be made instead of the Road to be interfered with, and such substituted Road shall, at the Expence of the Company, be made and maintained in a State as convenient for Passengers and Carriages as the Road so interfered with, or as nearly so as can be, until the original Road be restored.

Penalty for not substituting a Road.

C. And be it enacted, That if the Company do not cause another sufficient Road to be so made before they interfere with any such existing Road as aforesaid they shall forfeit Twenty Pounds for every Day during which such substituted Road shall not be made after the existing Road shall have been interrupted; and such Penalty shall be paid to the Trustees, Commissioners, Surveyor, or other Person having the Management of such Road, if a public Road, or in case of a private Road to the Owner thereof, and when paid in respect of any public Road shall be applied for the Purposes thereof.

Period for Restoration of Roads interfered with.

CI. And be it enacted, That if such former Road as aforesaid cannot be restored compatibly with the Formation and Use of the Railway the Company shall cause such new Road to be put into a permanently substantial Condition, equally convenient as the Road or Railway for which the same is substituted; and if such former Road can be restored compatibly with the Formation and Use of the Railway, such Restoration shall be made; and the former Road shall be restored or the substituted Road shall be put into such Condition as aforesaid, as the Case may be, within the following Periods after the first Operation on the former Road shall have been commenced, unless the Trustees or Parties having Charge of the Road to be restored, by Writing under their Hands, consent to an Extension of the Period, and in such Case within such extended Period; (that is to say,) if the Road be a Turnpike Road within Six Months, and if the Road be not a Turnpike Road within Twelve Months.

Penalty for failing to restore Road.

CII. And be it enacted, That if any such Road be not restored or the substituted Road be not completed within the Period herein-before fixed for that Purpose, the Company shall forfeit Twenty Pounds for every

every Day after the Expiration of that Period during which such Road shall not be restored or the substituted Road be not completed in such Condition as aforesaid; and such Penalty shall be paid to the Trustees, Commissioners, Surveyor, or other Person having the Management of the Road, and be applied for the Purposes of such Road or if a private Road, the same shall be paid to the Owner thereof; and every such Penalty shall be recoverable by Action in any competent Court.

Company to repair Roads used by them other than Turnpike Roads.

CIII. And be it enacted, That if in the course of making the said Undertaking the Company shall use or interfere with any Road not being a Turnpike Road, and, whether a public or private Road, in such Manner as to damage the same beyond the ordinary Wear and Tear which such Road would undergo as a public Highway, they shall maintain the same in as good a State of Repair as such Road was in at the Time when the Company began to use the same, and shall leave the same in such State of Repair at the Conclusion of their Use thereof; and if any Difference arise as to the State of any such Road, either before or after the Use thereof by the Company, the Question shall be referred to the Determination of the Sheriff, and such Sheriff may direct such Improvements or Repairs to be made in the State of such Roads, and within such Period, as he may think reasonable, and may impose on the Company for not carrying into effect such Improvements or Repairs any Penalty not exceeding Five Pounds *per* Day as to such Sheriff shall seem just.

Screen for Turnpike Roads.

CIV. And be it enacted, That if the Commissioners or Trustees of any Turnpike Road apprehend Danger to the Passengers on such Road in consequence of Horses being frightened by the Sight of the Engines or Carriages travelling upon the Railway, it shall be lawful for such Commissioners, Trustees, or any Person duly authorized by them, to make complaint thereof to the Sheriff of the County; and thereupon such Sheriff shall summon the Secretary of the Company to answer such Complaint, and if it appear to such Sheriff that the Complaint is reasonable, then he shall order the Company to commence within a certain Time, and to complete within a certain other Time, to be appointed by such Sheriff, any Works in the Nature of a Screen near to or adjoining the Side of such Turnpike Road which such Sheriff may think reasonable; and after Notice of such Order served upon the Company the Company shall proceed to act in obedience thereto.

Penalty for failing to construct.

CV. And be it enacted, That if the Company shall neglect to commence such Works within the Time appointed by such Sheriff in that Behalf, they shall forfeit Twenty Pounds for every Day during which they do not so commence, or if having commenced, they shall not continue from Day to Day duly to execute such Works until the Completion thereof, they shall forfeit Twenty Pounds for every Day during which they do not so proceed in the Execution of such Works; and if the Company shall not complete such Works within the Time in that Behalf appointed by such Sheriff they shall forfeit Twenty Pounds for every Day during which such Works shall remain uncompleted beyond the Time so appointed for their Comple-

tion; and every such Penalty shall be recoverable by the Commissioners or Trustees of such Turnpike Road by Action in any competent Court.

Crossing of Footways.

CVI. And be it enacted, That the Company shall make convenient Ascents and Descents, where required, for every Footway crossed by the said Railway.

As to Junction with Wishaw and Coltness Railway.

CVII. And be it enacted, That the Connection between the *Coatbridge Branch* Railway and the *Wishaw and Coltness* Railway, and the Roads of Communication and Branches by this Act authorized to be made, shall not be made and maintained any further to the South than the Point of Junction laid down on the Plan; and the Junction between the Two Railways shall be made and formed by the Company hereby incorporated with Crossing Plates and Switches of the best and most improved Principle and Construction, at the Sight and to the Satisfaction of the Engineer of the *Wishaw and Coltness* Railway Company and the Engineer of the Company hereby incorporated, and in case of their differing in Opinion, at the Sight and to the Satisfaction of a neutral Engineer, to be named by the said Company's Engineers; and the Company hereby incorporated shall at all Times attend to the opening, shutting, and Adjustment of the Switches at the Junction of the said Railways, both during the Day and, when there is Traffic, during the Night, so that the Engines and Carriages may pass freely on each Line, and without Danger or Interruption.

Swing or Draw Bridge across Cut of Junction Canal.

CVIII. And be it enacted, That the Company shall make and maintain a Swing or Draw Bridge sufficient for the Passage of locomotive Engines and Carriages across that Part of the *Forth* and *Clyde* Navigation now or formerly called the Cut of Junction, and which Swing or Draw Bridge shall be constructed, maintained, kept, and used by the Company in such Manner as to give no Interruption and occasion no Inconvenience to Vessels navigating the Canal.

Regulating opening and shutting of Bridge.

CIX. And be it enacted, That no Vessel passing the said Swing Bridge shall be interrupted in her Passage; and if any Vessel shall be detained more than Ten Minutes in consequence of the said Bridge not being opened, the Railway Company shall be subject to a Penalty of Ten Pounds for every Offence against the said Provision, to be paid to and recovered by the Company of Proprietors of the said Navigation in the Manner in which any other Penalty is hereby authorized to be recovered.

Regulating Breadth of Towing Path.

CX. And be it enacted, That the said Swing or Draw Bridge shall be so formed as to leave the Towing Path under the same of at least Five Feet in Breadth, with a clear Head Room above the said Towing Path of not less than Seven Feet Six Inches, and a clear Head Room above the Top-water Level of the Canal of not less than Nine Feet Six Inches; and the Company shall be obliged to erect and maintain an Archway immediately to the South of the Towing Path, of Twelve Feet in Width, and Seven Feet Six Inches of clear

Head Room, as a Carriage Communication between the Canal Wharfs East and West of the Railway and *Pulteney Street.*

Providing Reparation in case of Injury to Works of Forth and Clyde Canal.

CXI. And be it enacted, That if by reason of any Accident in the Execution of any of the Works by this Act authorized, or of the bad State of Repair of any of such Works, or by the Stoppage or Diminution of the Water of the said Navigation in consequence of any of the Operations of the said Railway Company, or any Accident arising therefrom, it shall happen that the said Navigation or Works thereof, or any Part thereof, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Canal shall be impeded in their Passage, or shall not be able at all Times freely and uninterruptedly to pass along the same, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors of the *Forth* and *Clyde* Navigation the actual Damage thereby occasioned, or in lieu thereof, and, in the Option of the said Company of Proprietors, as and by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which such Impediment or Obstruction 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 the Impediment or Obstruction shall continue after such first Forty-eight Hours as aforesaid; and in default of Payment of any such actual or ascertained Damages, on Demand made on the Treasurer or any Officer of the said Railway Company, the said Canal Company may sue for and recover the same, together with full Costs, against the said Railway 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.

Reserving Rights of Forth and Clyde Navigation.

CXII. And be it enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Powers, Privileges, or Authorities vested in the Company of Proprietors of the *Forth* and *Clyde* Navigation, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal, or the Breadth thereof, except to the Extent of the Length of the Piers necessary for the said Railway Bridge, and then not to a less Breadth than Twenty Feet Six Inches, or in any Manner to obstruct or impede the Use of the said *Forth* and *Clyde* Navigation, or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or which may be taken for the Use thereof; and that it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway in crossing the said Navigation as delineated in the Maps or Plans of the said Railway deposited with the Sheriff Clerk of the County of *Lanark* as aforesaid; provided nevertheless, that nothing herein contained shall prevent the Railway Company from carrying into execution the Powers of their Act for constructing and from Time to Time repairing and maintaining the said Railway Piers and Bridge.

Mode of crossing the Basin, &c.

CXIII. And be it enacted, That nothing herein contained shall authorize the said Railway Company to take or acquire any Land belonging

belonging to the Company of Proprietors of the *Monkland* Navigation at or near to the Basin and Wharfs at present forming near *Coatbridge*, but that the said Extension Railway shall be carried across the said Canal, and intended Basin, Wharfs, and Towing Path, by an Arch of Stone, Timber, or Iron, of the Span of One hundred and thirty-five Feet, and of the clear Headway of Nineteen Feet above the present Top-water Level of the Canal, at the Distance of Sixty-seven Feet Six Inches from the North Face of the retaining Wall near the North Fence of the *Edinburgh* and *Glasgow* Turnpike Road, from which North Face of the retaining Wall, or as near the Line of Direction of the said Wall as Circumstances will admit, the said Arch shall spring; and the Abutments of the said Arch shall be of sufficient Depth to allow of the said Basin being used to a clear Depth of Six Feet; and that the whole Space between the said Abutments or retaining Walls, and below the under Surface of the said Bridge, shall be left free and unobstructed, and may be used by the Company of Proprietors of the *Monkland* Navigation for the Purpose thereof, but so as not intentionally to injure or interfere with the said Railway; and the said Bridge shall be so constructed as to allow the greatest practicable Amount of Accommodation to the Company of Proprietors of the said Navigation, consistently with the due Formation of the said Railway and Bridge; and if any Difference shall arise as to the Contour of the said Arch with the Object aforesaid the same shall be settled by an Engineer, to be agreed on between the Parties, or nominated by the Sheriff on the Application of either of them.

Of the Monkland Canal.

CXIV. And whereas the said Company of Proprietors also claim Right to a Piece of Ground lying on the North Side of the said intended Bridge, but such Right has been disputed, and is now under Adjudication in the Course of Law: And whereas the Extension of the said Railway from *Summerlee* to the *Wishaw* and *Coltness* Railway will cross the said Ground to the Extent of about Fifty Feet; be it enacted, That nothing herein contained shall authorize the said Company to take or require the said Land from the said Company of Proprietors of the *Monkland* Canal, or to the Prejudice of their Claim thereto, except such Portion thereof as shall be necessary for the Construction of the Masonry of the Piers or Abutments of the said Bridges; but that in the event of the said Company of Proprietors being found entitled to such Ground, or of the adverse Claimants to the said Company of Proprietors ceasing to prosecute their Claims thereto, and of the Action at their Instance being dismissed, the Extension of the said Railway shall be carried over the Ground lying to the North of the said One hundred and thirty-five Feet by a Bridge of the Span of Fifty Feet, and so that the Soil underneath such Bridge may be excavated, without Damage thereto, to the same Depth as the Canal, and used for the Purposes of the said Navigation, and so that the under Surface of such Bridge shall be at least of equal Height above the Level of the Water of the said Canal as the Bridge over the said Canal herein-before mentioned, and that the Abutments or retaining Walls or Piers thereof shall be of not less Height than the Abutments of the said Bridge over the said Canal, and shall be founded

As to Bridge over certain disputed Land at Monkland Canal.

founded of the same Depth as is herein-before provided with reference to such last-mentioned Bridge.

Prohibiting Obstruction of Monkland Canal.

CXV. And be it enacted, That nothing in this or the said recited Acts contained shall diminish, alter, or prejudice any of the Rights, Privileges, Powers, and Authorities vested in the Company of Proprietors of the *Monkland* Navigation, or the Rights of the said Company, or of the Owners or Occupiers of any Lands adjoining or near to the said Navigation, to form Branch Canals over their Lands, or over any Lands taken or acquired by the said Railway Company, to communicate with the said Navigation; and that neither during the Construction nor Repair of the said Bridges shall the said Railway Company at any Time obstruct or in any way impede or interfere with the free Use of the said Basin, Wharfs, and Towing Path, excepting in so far as may be necessary for the Construction and Repair of the said Bridges and Works therewith connected, and then not so as to stop the Traffic of the said Canal; and in the event of any such Impediment or Obstruction to the said Navigation or Traffic the said Railway Company shall in all Cases pay the actual Amount of Loss and Damage thereby occasioned, or, in the Option of the said Company of Proprietors of the *Monkland* Navigation, a Penalty of Twenty Pounds for every Day during which any such Impediment or Obstruction shall continue: Provided always, that if the Right to make any Branch Canals to communicate with the said *Monkland* Navigation no Injury or Obstruction shall be thereby done or caused to the said Railway; and that in case any Cut or Canal shall be made across the said Railway the Parties making the same shall erect and provide, at their Expence, such sufficient and commodious Bridge or Bridges as may be necessary for the said Railway.

Providing for Side Lines into Wharfs of Monkland Canal.

CXVI. And be it enacted, That the said Railway Company shall, if required by the Company of Proprietors of the *Monkland* Navigation, but at the Expence of the said Proprietors, make and maintain Openings in the Ledges or Flanches of their Rails, and allow of the Junction therewith of a Side Line or Lines leading into the Wharfs or other Ground belonging to the said Company of Proprietors adjoining the said Basin, at such Point or Points as shall be convenient for the Trade thereon, and as shall be fixed upon by the Engineers of the Two Companies, or, in the event of any Difference of Opinion between them, by the Sheriff of *Lanarkshire*.

Works other than those hereby authorized not to be executed without Consent of Monkland and Kirkintilloch Railway Company.

CXVII. And be it enacted, That nothing herein contained shall extend or be construed to extend to authorize or enable the Company, in making, constructing, or maintaining the foresaid Branch Railway from *Gargill* to the *Wishaw and Coltness* Railway, or the Roads of Communication or other Works hereby authorized, to take or enter upon any of the Grounds belonging to the *Monkland and Kirkintilloch* Railway Company, or to alter, vary, or interfere with the said *Monkland and Kirkintilloch* Railway, or the *Rosehall* Branch thereof, or any of the Works thereof, or the said Grounds, farther or otherwise than is hereby expressly authorized for carrying the said intended Branch Railway over the *Rosehall* Branch of the said *Monkland and Kirkintilloch* Railway, and for continuing the Railway to

and forming a Junction with the *Wishaw and Coltness* Railway, without the Consent in Writing of the said *Monkland and Kirkintilloch* Railway Company in every Instance for that Purpose first had and obtained.

Reserving Rights of Monkland and Kirkintilloch Railway Company.

CXVIII. Provided also, and be it enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Monkland and Kirkintilloch* Railway Company by an Act passed in the Fifth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for making a Railway from* Palace Craig *in the Parish of* Old Monkland *in the County of* Lanark *to the* Forth and Clyde *Canal near* Kirkintilloch *in the County of* Dumbarton; and by another Act passed in the Third and Fourth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making Two Branch Railways from the* Monkland and Kirkintilloch *Railway; and for altering, amending, and enlarging the Powers of an Act of the Fifth Year of His late Majesty for making the said Railway;* and by the Statutes subsequently passed in favour of the said *Monkland and Kirkintilloch* Railway Company; but saving and reserving to the said *Monkland and Kirkintilloch* Railway Company all the Rights, Privileges, and Franchises of the said Company, and also saving and reserving all the Powers, Authorities, and Provisions in the said Acts contained, as fully and effectually as if this Act had not been passed.

5 G. 4. c. 49.

3 & 4 W. 4. c. 114.

Works to be erected by the Company for the Protection and Accommodation of adjoining Lands.

CXIX. And for the Purpose of making Provision respecting Works required for the Accommodation of the Owners and Occupiers of Lands adjoining the Railway, be it enacted, That after any Part of the Railway shall have been formed, and during the Construction thereof, the Company shall make the following Works at the Times herein-after mentioned; (that is to say,)

Such and so many convenient Gates upon or adjoining the said Railway as shall be necessary for the Purpose of making good any Interruptions caused thereby to the Use of the Lands through which the said Railway shall be made, and protecting such Lands from Trespass, or the Cattle of the Owners or Occupiers thereof from straying thereout by reason of such Railway; and also such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Sides of or leading to or from the said Railway as shall be necessary for the above Purposes; and such Works shall be made forthwith after the Part of the Railway passing over such Lands shall be laid out or formed:

Also sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences for separating the Land taken for the Use of the said Railway from the adjoining Lands not taken, with all necessary Gates made to open towards such adjoining Lands, and not towards the Railway, and all necessary Stiles; and such Works shall be made forthwith after the taking of any such Lands, if the Owners thereof shall so require:

Also all necessary Arches, Tunnels, Culverts, Drains, or other Passages, either over or under or by the Sides of the said Railway, of such Breadth, Depth, and Dimensions as will be sufficient at all Times to convey the Water as clearly from the Lands lying near thereto as before the making of such Railway; and such Works shall be made from Time to Time:

Also proper Watering Places for Cattle, where by reason of the said Railway the Cattle of any Person occupying any Lands lying near thereto shall be deprived of Access to their former Watering Places; and such Watering Places shall be so made as to be at all Times as sufficiently supplied with Water as theretofore, and as if such Railway had not been made; and for that Purpose the Company shall make Watercourses and Drains by the Side of, along, or under the said Railway, or in, through, or over or across any Lands thereto adjoining, of sufficient Number and Dimensions, and in a sufficient Manner, and with proper and convenient Bridges over and Tunnels under the same respectively, for the Purpose of conveying Water to the said Watering Places: Provided always, that it shall be lawful for the Company to make such Accommodation Works in such a Manner as will not prevent or obstruct the working or using of the said Undertaking.

Accommodation Works to be made and continued at the Expence of the Company.

CXX. And be it enacted, That all Accommodation Works to be made as aforesaid shall be made at the Expence of the Company; and at all Times thereafter the Company shall, at their own Expence, unless otherwise arranged with the Owner of the Lands, or the Party for whom such Accommodation Works shall be made, if not legally incapacitated to sell such Lands, maintain in sufficient Repair and in proper Condition the Works so made by them; and for the Purpose of enabling the Company to execute such Works, and to keep them in repair, it shall be lawful for the Company, according to the Provisions herein-before contained respecting the temporary Occupation of Lands by the Company, their Agents or Workmen, to enter into any Lands adjoining or near to the said Railway and Works hereby authorized, and load and carry the requisite Materials, in Carts and otherwise, upon and over such Lands, doing as little Damage as can be, and making full Compensation for any Damage done to the Owner or Occupier of such Lands.

Difference as to Accommodation Works to be settled by Sheriff.

CXXI. And be it enacted, That if any Difference arise respecting the Kind of any such Accommodation Works required, or the Number of each Kind, or the Dimensions of the Works, or the Manner of executing them, or respecting the maintaining thereof, the same shall be determined by the Sheriff of the County, on the Application of any Owner or Occupier of Lands intersected or otherwise affected by the said Railway, or of any other Person having a Right of Way interrupted thereby, and such Sheriff shall also appoint the Time within which such Works shall be executed by the Company.

Execution of Works by Owners, on

CXXII. And be it enacted, That if, for Twenty Days next after the Time appointed by such Sheriff for the Execution or Repair, as the Case

Case may be, of any such Accommodation Works, the Company fail to execute or to repair, as the Case may be, any such Accommodation Works, it shall be lawful for the Owners or Occupiers of the adjoining Lands aggrieved by such Failure themselves to execute such Works or Repairs; and the reasonable Expences of executing or repairing such Accommodation Works shall be repaid by the Company to the Owners or Occupiers by whom the same shall have been executed or repaired; and if there be any Dispute about such Expences the same shall be settled by the Sheriff of the County; and if such Expences be not repaid within Five Days after the same shall have been settled by such Sheriff, and after an Account thereof shall have been delivered to the Company, and Demand thereof made upon the Company, the same may levied by Poinding and Sale of the Company's Goods and Effects, and such Sheriff shall issue his Warrant accordingly: Provided always, that no such Owner or Occupier shall obstruct or injure the Railway, or any of the Works connected therewith, for a longer Time nor use them in any other Manner than is unavoidably necessary for the Execution or Repair of such Accommodation Works.

default by the Company.

CXXIII. And be it enacted, That if any of the Owners or Occupiers of Lands affected by the said Railway and Works, or any of them, shall consider the Accommodation Works made by the Company, or directed by such Sheriff to be made by the Company, insufficient for the commodious Use of their respective Lands, it shall be lawful for any such Owner or Occupier to make Works for that Purpose, but such Works shall not be executed without the Consent of the Company, or, if such Consent be withheld, without the Authority of the Sheriff of the County; and for the Purpose of obtaining such Consent such Owner or Occupier shall make a Request in Writing to the Company, and if the Company refuse, or for Ten Days after such Request delay, to give such Consent, it shall be lawful for such Owner or Occupier to make Application to such Sheriff, and thereupon, after hearing the Company, or without hearing them, if no Person attend on their Behalf, after Notice for that Purpose, such Sheriff may either give or withhold his Authority for such Works being made, as he shall think fit.

Power to Owners of Lands to make additional Accommodation Works.

CXXIV. And be it enacted, That, if the Company so desire, all such last-mentioned Accommodation Works shall be constructed under the Superintendence of their Engineer, and according to Plans and Specifications to be submitted to and approved by such Engineer; nevertheless the Company shall not be entitled to require either that Plans should be adopted which would involve a greater Expence than that incurred in the Execution of similar Works by the Company, or that the Plans selected should be executed in a more expensive Manner than that adopted in similar Cases by the Company.

Works to be constructed under the Superintendence of the Company's Engineer.

CXXV. And be it enacted, That if, on the Application by the Owner or Occupier of Lands to the Sheriff respecting the Execution of any such Accommodation Works, such Sheriff decide in favour of such Owner or Occupier, he may also award such reasonable Costs to such Owner or Occupier for his Loss of Time, Trouble, and Expence in

Costs of Application to Sheriff.

in making such Application, as such Sheriff shall deem proper and the Circumstances of the Cases shall warrant; and such Costs shall be recoverable by the Party entitled thereto as Damages to a small Amount are herein made recoverable.

Accommodation Works not to be required after Two Years.

CXXVI. And be it enacted, That the Company shall not be compelled to make any further or additional Accommodation Works for the Use of Owners and Occupiers of Land adjoining the Railway and Works after Two Years from the opening of the Railway.

Owners to be allowed to cross until Accommodation Works made.

CXXVII. And be it enacted, That until the Company shall have made the Bridges or other proper Communications required to be made by them between Lands intersected by the Railway and Works, and no longer, the Owners and Occupiers of such Lands, and any other Persons whose Right of Way shall be affected by the Want of such Communication, and their respective Servants, may at all Times freely pass and repass, and lead and conduct any Horse or other Animal, directly (but not otherwise) across the Part of the Railway made in or through their respective Lands, solely for the Purpose of occupying the same Lands, or for the Exercise of such Right of Way, and so as not to obstruct the Passage along the Railway, or to damage the same; nevertheless, if the Owner of any such Lands have in his Arrangements with the Company received or agreed to receive Compensation for or on account of any such Communications, instead of the same being formed, such Owner, or those claiming under him, shall not cross the Railway from one Part to the other Part of the Lands so severed, otherwise than by a Bridge, Arch, or Culvert, erected at the Charge of such Owner or those claiming under him.

Penalty for obstructing Construction of Railway.

CXXVIII. And for preventing any Obstruction to the Construction of the Railway and Works by this or the recited Acts authorized, be it enacted, That if any Person wilfully obstruct any Person acting under the Authority of the Company in setting out the Lines of the Railway or Works, or pull up or remove any Poles or Stakes driven into the Ground for the Purpose of setting out the said Lines, or deface or destroy any Marks made for the same Purpose, he shall forfeit Five Pounds for every such Offence.

Materials to vest in the Company for Purposes of Prosecution.

CXXIX. And be it enacted, That during the Execution of any Contract made with the Company the Works in course of being done under such Contract, and all the Materials of every Description brought upon or near such Works for the Purpose of being used in the Execution of such Contract, shall, in all Proceedings instituted by them for the Purpose of protecting the same, be held to be the Property of the Company.

Sheriff empowered to appoint Constables within the Limits of the Railway during the

CXXX. And be it enacted, That it shall be lawful for the Sheriff of the County of *Lanark*, and he is hereby required, upon the Application of the said Company or of any Two Justices of the Peace of the said County, to appoint from Time to Time such fit and proper Persons as he shall think proper, or as the said Company or any Three of the Directors thereof may nominate to him for that Pur-

pose, to be Special Constables within the Limits of the said Railway and other Works, and within Half a Mile therefrom, during the Construction of any of the Works by the said recited Acts or this Act authorized; and every Person so appointed shall make a solemn Declaration, to be administered by the Sheriff, duly to execute the Office of a Constable as herein-after mentioned; and every Person so appointed, and having made such Declaration, shall have full Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts, within the Limits aforesaid, and within the said County, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges in the Execution of his Office as belong by Law to the Office of Constable in the County for which he is appointed to act; and it shall be lawful for the Sheriff to dismiss or remove any such Constable as may have been so appointed by him from the Office of Constable, and to appoint another fit and proper Person in his Stead, and upon every such Dismissal or Removal all the Powers, Authorities, Protections, and Privileges vested by virtue of such Appointment in any Person so dismissed or removed shall wholly cease; and every Person so appointed by the Sheriff shall, during such Time as he shall act as Constable, receive from the Company such reasonable Remuneration as is in use to be given to Constables on Duty within the County, payable at such Times and in such Manner as the Sheriff shall appoint.

Progress of the Works.

CXXXI. And for the Purpose of providing against Deficiencies in the Assessment for Land Tax occasioned by the making of the said Lines of Railway in the Parish or several Parishes wherein the same or any Part thereof may be situate, be it enacted, That if the Company become possessed by virtue of the said recited Acts or this Act of any Lands charged with the Land Tax, the Company shall from Time to Time, until the Railway shall be completed and assessed to such Land Tax, be liable to make good the Deficiency in the several Assessments for Land Tax arising within such Parish or Parishes by reason of such Lands having been taken or used for the Purposes of the Railway; and such Deficiency shall be computed according to the Rental at which such Lands, with any Building thereon, were valued or rated at the Time of the passing of this Act; and on Demand of such Deficiency the Treasurer of the Company shall pay all such Deficiencies to the Collector of the said Assessment; nevertheless, if at any Time the Company think fit to redeem such Land Tax they may do so in accordance with the Powers in that Behalf given by the Acts for the Redemption of the Land Tax.

Land Tax to be made good.

CXXXII. And be it enacted, That after the Expiration of Four Years from the passing of this Act all the Powers hereby granted to the Company for executing the said Lines of Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Powers of making Railway to cease in Four Years.

CXXXIII. And be it enacted, That it shall be lawful for the Company to raise such further Sum of Money as may be deemed necessary for

Company empowered to raise an

additional Sum of Money.

for the Purposes of this and the recited Acts, not exceeding the Sum of One hundred thousand Pounds, by the Creation of new or additional Shares of and in the Capital Stock of the Company as herein-after provided, to be contributed amongst themselves or by new Subscribers, or partly in both, or wholly in one of these Ways, and in such Shares and Proportions and in such Manner as to them shall seem meet.

New Shares to form Part of Capital Stock of the Company.

CXXXIV. And be it enacted, That the Capital to be raised by the Creation of new Shares shall be considered as Part of the general Capital Stock of the Company, and shall be subject to the same Provisions in all respects, whether with reference to the Payment of Calls, or the Forfeiture of Shares or Nonpayment of Calls, or otherwise, as if it had been Part of the original Capital, except as to the Times of making Calls for such additional Capital as is hereby authorized to be raised, and the Amount of such Calls, which respectively it shall be lawful for the Company to fix from Time to Time as they shall think fit.

If old Shares at a Premium new Shares to be offered to original Shareholders.

CXXXV. And be it enacted, That if at the Time of the Creation of new Shares the then existing Shares of the Capital Stock of the Company be at a Premium, or of greater actual Value than the nominal Value thereof, then the Sum so to be raised shall be divided into Shares of such Amount as will conveniently allow the said Sum to be apportioned among the then Shareholders in proportion to the existing Shares held by them respectively; and such new Shares shall be offered to the then Shareholders in the Proportion of One for every existing Share held by them respectively, and such Offer shall be made by Letter under the Hand of the Secretary given to or sent by Post to each Shareholder, or left at his usual or last Place of Abode; and such new Shares shall vest in and belong to the Shareholders who shall accept the same, and pay the Value thereof to the Company at the Time and by the Instalments which shall be fixed by the Company; and if any Shareholder fail for One Month after such Offer of new Shares to accept the same, and to pay the Instalment called for in respect thereof, it shall be lawful for the Company to dispose of such new Shares to any Party willing to become the Purchaser thereof for such Sum as the Company can obtain for the same.

If not at a Premium to be issued as Company think fit.

CXXXVI. And be it enacted, That if at the Time of the Creation of such new Shares the existing Shares of the Capital Stock of the Company be not at a Premium, then such new Shares may be of such Amount, and may be issued at such Price, and bear such Rate of Interest, and generally in such Manner, as the Company shall think fit.

To compel Payment of Subscriptions.

CXXXVII. And be it enacted, That every Person who has already subscribed or who shall hereafter subscribe any Money for or towards the Purposes of the said recited Acts and this Act, or any of them, shall pay the Sums of Money by him subscribed, or such Part thereof as shall from Time to Time be called for by the Company by virtue of the Powers and pursuant to the Directions of the said

said recited Acts, at such Times and Places as shall be appointed for that Purpose by the Company; and in case any Person shall neglect or refuse to pay the Sums so to be called for from him at the Times and Places and in the Manner so to be appointed, it shall be lawful for the Company to sue for and recover the same, with Interest, in any Court of Law or Equity.

Execution against Shareholders to the Extent of Capital not paid up.

CXXXVIII. Provided always, and be it enacted, That in case Execution or Diligence upon any Judgment or Decree in any Action, Suit, or other Proceeding obtained against the said Company, whether as Plaintiffs, Pursuers, or Complainers, or as Defendants, Respondents, or Defenders, shall have been issued or taken out against the Lands, Property, or Funds of the said Company, and no sufficient Land, Property, or Funds can be found whereon to levy or execute the same, then and in such Case Execution or Diligence upon any such Judgment or Decree may be issued against any Proprietor or Proprietors of the said Company, after Leave for that Purpose by the Court in which such Action, Suit, or other Proceeding may have been brought or instituted, which Leave shall be applied for upon Motion to be made in open Court, after Notice in Writing given to the Person or Persons sought to be charged, but nevertheless so as that no such Proprietor shall thereby be made responsible or liable for or be called upon or compelled to pay any greater Sum of Money than the Amount of his unpaid Capital or Calls in the said Undertaking, after deducting all previous Payments which may have been made under or in consequence of any Judgment, Decree, Execution, or Diligence; and every Proprietor who shall be called upon or required to pay any Sum of Money by means of any such Execution or Diligence beyond the Amount (if any) then due from him in respect of Calls then made and payable shall forthwith be reimbursed such additional Sum by the Directors out of the Funds of the Company, or by the other Shareholders out of any Sums due by them in respect of Calls unpaid.

Power to borrow Money.

CXXXIX. And be it enacted, That after the whole of the said Sum of One hundred thousand Pounds shall have been subscribed for, and One Half thereof actually paid up, it shall be lawful for the Company to borrow, in the Manner provided by the said recited Acts or any of them, or on Mortgage, or by way of Cash Credit, such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of a General Meeting of the Company, not exceeding in the whole the Sum of Thirty-three thousand Pounds, and for securing the Repayment of the Money so borrowed, with Interest, to mortgage the Railway, and the future Calls on the Shareholders of the Company, in manner herein-after mentioned: Provided always, that nothing herein contained shall alter, affect, or diminish any Security or Mortgage granted or to be granted for Money borrowed or authorized to be borrowed under the Authority of the said recited Acts, but the same shall remain good, valid, and effectual, and shall have Priority and be preferable to any Securities or Mortgages which shall be granted by virtue of this Act.

CXL. And

Reborrowing.

CXL. And be it enacted, That if, after having borrowed any Part of the Money authorized by the said recited Acts or this Act to be borrowed, the Company pay off the same, it shall be lawful for them again to borrow the Amount so paid off, and so from Time to Time; but such Power of reborrowing shall not be exercised without the Authority of a General Meeting of the Company, unless the Money be so reborrowed in order to pay off any existing Mortgage, Assignment, or Cash Credit Bond.

Evidence of Authority for reborrowing.

CXLI. And be it enacted, That the Certificate of a Justice that One Half of the additional Capital hereby authorized has paid up together with a Copy of the Order of a General Meeting of the Company authorizing the borrowing of any Money, certified by One of the Committee of Management, or by the Secretary, to be a true Copy, shall be sufficient Evidence of the Fact of the Capital required to be paid up having been so paid up, and of the Order for borrowing the Money having been made; and upon Production to any Justice of such Evidence as he shall think sufficient such Justice shall grant the Certificate aforesaid.

Mortgages.

CXLII. And be it enacted, That every Mortgage for securing Money borrowed by the Company in virtue of this Act shall be by Deed under the Common Seal of the Company, and wherein the Consideration shall be duly stated; and every such Mortgage may be according to the Form in the Schedule (D.) to this Act annexed, or to the like Effect.

Rights of Loan Creditors.

CXLIII. And be it enacted, That the respective Loan Creditors under this Act shall be entitled one with another to their respective Proportions of the Tolls, Sums, and Premises comprised in their Securities, and of the future Calls payable by the Shareholders of the Company, according to the respective Sums in such Securities mentioned to be advanced by such Loan Creditors respectively, and to be repaid the Sums so advanced, with Interest, without any Preference one above another by reason of Priority of the Date of any such Security, or of the Meeting at which the same was authorized, or on any other Account whatsoever.

Application of Call notwithstanding Security.

CXLIV. And be it enacted, That no such Security (although it should comprise future Calls on the Shareholders) shall preclude the Company from receiving, and applying to the Purposes of the Company, any Calls to be made by the Company, so long as the Principal Money due on Loan does not exceed the Amount of all the Calls still remaining to be made.

Register of Mortgages, Assignments, &c.

CXLV. And be it enacted, That a Register of Mortgages, Assignments, and Bonds shall be kept by the Clerk of the Company, and within Fourteen Days after the Date of any such Security an Entry or Memorial, specifying the Number and Date thereof, and the Names of the Parties thereto, with their proper Designations or Additions, shall be made in such Register; and such Register may be perused at all reasonable Times by any of the Shareholders, or by any

any Loan Creditor of the Undertaking, or by any Person interested in any such Securities, without Fee or Reward.

Transfer of Mortgages and Assignments.

CXLVI. And be it enacted, That from Time to Time any Party entitled to any such Mortgage or Assignment may transfer his Right and Interest therein to any other Person by Writing duly stamped, wherein the Consideration shall be truly stated; and every such Transfer may be according to the Form in the Schedule (E.) to this Act annexed, or to the like Effect.

Mortgages, &c. to be stamped.

CXLVII. Provided always, and be it enacted, That every Mortgage, Bond, or other Security for Money, and every Transfer of any Share, Mortgage, Bond, or other Security for Money, to be granted or made by virtue of this Act, shall be by Deed duly stamped, wherein the Consideration for the same shall be truly stated, any thing herein or in the said Acts contained to the contrary notwithstanding.

Entry of Transfer.

CXLVIII. And be it enacted, That within Thirty Days after the Date of every such Transfer, if executed within the United Kingdom, or otherwise within Thirty Days after the Arrival thereof in the United Kingdom, it shall be produced to the Clerk of the Company, and thereupon the Clerk shall cause an Entry or Memorial thereof to be made in the same Manner as in the Case of the original Mortgage or Assignment; and after such Entry every such Transfer shall entitle the Transferee, his Executors, Representatives, or Assignees, to the full Benefit of the original Mortgage or Assignment in all respects; and no Party, having made such Transfer, shall have Power to make void, release, or discharge the Mortgage or Assignment so transferred, or any Money thereby secured; and for such Entry the Company may demand a Sum not exceeding the Amount of Two Shillings and Sixpence.

Payment of Interest on Loans.

CXLIX. And be it enacted, That the Interest of the Money borrowed upon any such Loan shall be payable and paid half-yearly to the several Parties entitled thereto, and in preference to any Dividend payable to the Shareholders of the Company.

Transfers of Interest to be stamped.

CL. And be it enacted, That the Interest in any such Mortgage or Assignment shall not be transferrable, except by an Instrument duly stamped.

Loan Creditors not to vote.

CLI. And be it enacted, That no Party shall in right of any Mortgage or other Security for Money borrowed be deemed a Shareholder, or be capable of acting or voting as such at any Meeting of the Company.

Access to Account Books by Loan Creditors.

CLII. And be it enacted, That at all reasonable Times the Books of Account of the Company shall be open to the Inspection of the respective Loan Creditors thereof, with Liberty to take Extracts therefrom, without Fee or Reward.

Application of Money.

CLIII. And be it enacted, That the whole Monies hereby authorized to be raised and borrowed, or such Parts thereof as shall be so raised or borrowed, shall be applied, in the first place, in Payment of the Costs and Expences of obtaining this Act, and incidental thereto; in the second place, in the Payment of Feu Duties due by the said Company, and the Interest of Money borrowed or to be borrowed as aforesaid; in the third place, in liquidation and payment of the Expences already incurred and that shall be incurred in carrying into execution the Purposes of the said recited Acts and this Act; and lastly, to the proper Use of the Company.

Limiting the Liability of the Shareholders.

CLIV. And be it enacted, That no Person or Body who is or shall be Proprietor of any Stock of the Company, or a Subscriber or Contributor thereto, shall be liable or chargeable, personally, or in his Real or Personal Estate, with or for any Demand or Demands whatever due or to become due from or by the Company, or in anywise relating to the said Undertaking, beyond the Extent of his Shares of and in the Capital Stock of the Company, so far as the same may not have been paid up to the Company: Provided always, that nothing herein contained shall be construed to diminish the Liability of any of the Proprietors or Committee of Management of the Company who may prior to the passing of this Act have become personally bound for any of the Debts or Obligations of the Company.

Proviso as to existing Obligations.

How Transfers of Shares may be executed.

CLV. And whereas there are now and may be hereafter Shareholders of the Company who reside in *England*, and Sales of Shares are frequently made by Persons in *England* to Persons in *Scotland*, and *vice versâ*, and it would be attended with Inconvenience if all Transfers of Shares were required to be executed according to the Mode in use in either Country; be it enacted, That Transfers which have been already or which may hereafter be made of Shares of the Stock of the Company in the Form provided by the said first-recited Act shall be valid and effectual, if executed according to the usual Mode of executing such Instruments either in *England* or *Scotland*, or partly according to the one and partly according to the other.

Transfer of Shares by Probate, &c.

CLVI. And whereas it has happened that Shareholders resident in *England* have died, leaving their Shares to pass or be transmitted by virtue of Wills or Letters of Administration proved or granted in that Part of the United Kingdom, and it would be attended with Inconvenience if all Transmissions in Cases of Decease were required to be made according to the Forms of the Law of *Scotland;* be it enacted, That all Transmissions of Shares under the Probate of a Will or Letters of Administration, or an official Exemplification thereof granted in *England*, already made, or which may be hereafter made, and all Entries of such Shares, shall be as valid and effectual as if such Transmissions were made under a Deed *mortis causâ* executed or a Confirmation expede according to the Laws of *Scotland*.

Company not bound to see to the Va-

CLVII. And be it enacted, That neither the recording of Transfers of Shares nor the Entry of Transmissions made or to be made shall imply

imply any Liability on the Part of the Company for the Regularity or Validity of the Transfer or Title therein set forth, nor shall the Company be bound to recognize Transmissions by virtue of the Marriage of a Female Shareholder, until a Declaration thereof containing a Copy of the Register of such Marriage, or other sufficient Particulars of the Celebration thereof, be delivered to the Clerk or Treasurer of the Company; and all Payments of Dividends or other Acts done by the Company or any of their Officers, without Notice of the Irregularity or Invalidity of such Transfer or Title, or the Delivery of such Declaration, as the Case may be, shall be effectual, so far as the Company or such Officers are concerned, and shall exonerate them from all Claim on the Part of others alleging preferable Right to such Shares or Dividends.

lidity of Transfers.

CLVIII. And be it enacted, That with respect to any Shares to which several Persons are or may be jointly entitled, either in their own Right, or as Executors or Administrators, or as Trustees, all Notices directed to be given to Shareholders may be given to the One of the said Persons whose Name stands first in the Transfer or other Title, and Notice so given shall be deemed sufficient Notice to all the Proprietors of such Shares, or Parties in whose Names the same may be held.

Notice to joint Owners how to be given.

CLIX. And be it enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor who shall be a Minor, Idiot, Lunatic, or otherwise incapable, the Receipt of the Tutor, Curator, or Guardian, if any, or, if not, of the Parent of such Minor, or of any Curator bonis or Judicial Factor for such Idiot, Lunatic, or incapable Person, shall be a sufficient Discharge to the Company for the same.

Discharges by Guardians of Minors, &c. to be good.

CLX. And be it enacted, That the Company shall not be bound to see to the Execution of any Trust, whether express, implied, or constructive, to which any of the said Shares may be subject; and the Receipt of the Party or of any of the Parties in whose Name any such Share shall stand in the Books of the Company shall from Time to Time be a sufficient Discharge to the Company for any Dividend or other Sum of Money payable in respect of such Share, notwithstanding any Trusts to which such Share may then be subject, and whether or not the Company have had Notice of such Trusts; and the Company shall not be bound to see to the Application of the Money paid upon such Receipt.

Company not bound to see to the Execution of Trusts.

CLXI. And whereas the Company have conditionally bargained and agreed with the Heirs of *Patrick Bell* of *Cowcaddens* for the Purchase of those Parts of their Lands near *Glasgow* which lie to the North of *Woodrop Street* for the Purposes of the said Company, the whole or a Portion of the Price of which is to be converted into a perpetual Feu or Ground Annual, and various Stipulations and Provisions have been agreed to be inserted in the Feu Contract to follow on the said Agreement; be it therefore enacted, That if the Company shall enter into the said Contract so as the Bargain shall be made absolute, such perpetual Feu or Ground Annual, with the

Feu to Bell's Heirs to be a Burden on Company.

the Duplication and Penalties as agreed on, shall be a Debt against the Company, and a Burden upon the Rates, Tolls, and Duties and Property thereof, preferably to any Interest on Money to be borrowed in virtue hereof, or to any Dividend to the Shareholders of the Company; and such Stipulations and Provisions as shall be inserted in the said Feu Contract shall be binding upon the Company.

Tolls to be charged equally.

CLXII. And be it enacted, That all Tolls for the Use of the said Railway shall be at all Times charged equally to all Persons, and after the same Rate, whether *per* Mile or *per* Ton *per* Mile, or otherwise, in respect of all Passengers, and all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine, and that all Tolls for Carriages and the Use of locomotive Power shall be at all Times charged equally to all Persons, and after the same Rate, whether *per* Mile or *per* Ton *per* Mile, or otherwise, in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine passing on the same Part of and the same Distance along the Line of Railway under the like Circumstances; and no Reduction or Advance of any such Tolls for the Use of the said Railway, or for Conveyance by the Company, or for the Use of any locomotive Power to be supplied by them, shall be made either directly or indirectly in favour of or against any particular Company or Person travelling upon or using the same Portion of such Railway.

Railway to be free on Payment of Tolls.

CLXIII. And be it enacted, That neither the Company nor any Person using the said Railway as a Carrier shall at any Time demand or take a greater Amount of Toll or make any greater Charge for the Carriage of Passengers or Goods than the Company are by this Act authorized to demand; and upon Payment of the Tolls from Time to Time demandable all Persons and Companies shall be entitled to use the said Railway, Stations, and other Accommodations, with Engines and Carriages properly constructed as by this Act directed, subject nevertheless to the Regulations to be from Time to Time made by the Company by virtue of the Powers in that Behalf herein conferred upon them: Provided always, that such Regulations shall apply to the Engines and Carriages belonging to the said Company as well as to the Engines and Carriages belonging to other Persons.

Regulating Charges for the Conveyance of Minerals to the Monkland Canal.

CLXIV. And be it enacted, That if the said Railway Company shall act as Carriers or Haulers of Coal and Minerals on their own Line, or on the *Wishaw and Coltness* Railway, or on any Line of Railway communicating therewith, they shall receive and convey by their ordinary Trains which shall pass over the *Monkland* Canal all such Coals or Minerals as shall be delivered to them for the Purpose of being carried to or from the said Line or Lines leading into the Wharfs of the said Company of Proprietors of the *Monkland* Navigation, and shall charge for such Conveyance a Rate *per* Ton *per* Mile, or otherwise, in respect both of Toll and of locomotive Power and the Use of Waggons, not exceeding a just Proportion, corresponding to Distance, of the Rate charged by the said Railway Company

pany at the Time for the Conveyance of a like Description of Coals and Minerals to the City of *Glasgow* from the same or any nearer Point: Provided always, that in the event of the Company of Proprietors of the *Monkland* Navigation being or becoming entitled to employ and use Engines and Carriages on the said Railways, then and in such Case the foregoing Provision shall cease: Provided also, that such last-mentioned Rate shall be charged equally to all Persons.

Taking and Recovery of Tolls.

CLXV. And with respect to the Collection of such Tolls, be it enacted, That such Tolls shall be paid to such Persons and at such Places upon or near to the said Railway, and in such Manner and under such Regulations, as the Company shall, by Notice to be annexed to the Account or List of Tolls, appoint; and if, on Demand, any Person fail to pay the Tolls due in respect of any Goods, it shall be lawful for the Collector to detain and sell all or any Part of such Goods, and out of the Monies thence arising retain the Tolls payable in respect of such Goods, and all Charges and Expences of such Detention and Sale, and such Collector shall, upon Demand, render the Overplus, if any, of the Monies arising by such Sale, and such of the Goods as shall remain unsold, to the Person entitled thereto; and if such Goods happen to be removed before the Tolls payable in respect of the same be paid, then the Company may recover such Tolls by Action at Law.

Account of Lading, &c. to be given.

CLXVI. And be it enacted, That every Person, being the Owner or having the Care of any Carriage passing or being upon the Railway, or being intrusted with any Goods brought for Conveyance on the said Railway, shall give to the Collector of Tolls, or other Officer or Servant of the Company, at the Place where he attends for the Purpose of receiving Goods, or collecting Tolls or Charges for the Part of the Railway on which such Carriage or Goods may have travelled or be about to travel, an exact Account in Writing signed by him of the Number and Quantity of the Articles conveyed or to be conveyed by any Carriage on the said Railway, and of the Point on the Railway from which such Carriage or Goods may leave or be about to set out, and at what Point the same are intended to be unloaded or taken off the Railway, and if the Articles conveyed by any such Carriage be liable to the Payment of different Tolls and Charges, then such Owner or other Person shall specify the respective Numbers and Quantities thereof liable to each or any of such Tolls and Charges; and if any such Owner or other such Person fail to give and deliver such Account, or to produce his Way Bill or Bill of Lading to such Collector or other Officer or Servant of the Company demanding the same, or if he give a false Account of the Parties to whom such Goods are addressed, or of the Number or Quantity of such Goods, or if he leave or deliver out or take off any Part of his Lading or Goods at any other Place than shall be mentioned in such Account, with Intent to avoid the Payment of any Tolls or Charges payable in respect thereof, he shall for every such Offence forfeit to the Company a Sum not exceeding Forty Shillings for every Ton of Goods, or for any Parcel not exceeding One Hundred Weight, and so in proportion for any less Quantity of Goods than

than One Ton, or for any Parcel exceeding One Hundred Weight, (as the Case may be,) which shall be upon any such Carriage; and such Penalty shall be in addition to the Toll or Charge to which such Goods or Things may be liable.

Disputes as to amount of Tolls chargeable.

CLXVII. And be it enacted, That if any Dispute arise concerning the Amount of the Tolls due to the Company, or concerning the Charges occasioned by Distress levied with reference thereto, the Collector or Person distraining may detain the Goods distrained, or (if the Case so require) the Proceeds of the Sale thereof, until the Amount of the Tolls due, or until such Tolls, and the Amount of the Costs of such Distress, have been ascertained by the Sheriff or some Justice; and upon Application made to any such Sheriff or Justice for that Purpose he shall examine the Matter upon Oath of the Parties or Witnesses, and determine the Amount of the Tolls due, and also the Amount of the Costs; and it shall be lawful for such Sheriff or Justice to award such Costs to be paid by either of the Parties to the other of them as he shall think reasonable; and if, on Demand thereof, such Costs be not paid by the Party ordered to pay the same, they shall be levied by Distress, and such Sheriff or Justice shall issue his Warrant accordingly.

Differences as to Weights, &c.

CLXVIII. And be it enacted, That if any Difference arise between any Toll Collector or other Officer or Servant of the Company and any Owner of or Person having the Charge of any Carriage passing or being upon the said Railway or Works, or of any Articles conveyed by such Carriage, respecting the Weight, Quantity, or Nature of such Articles, such Collector or other Officer may lawfully detain such Carriage, and examine, weigh, gauge, or otherwise measure such Carriage and all Articles conveyed thereby; and if upon such measuring such Articles appear to be of greater Weight or Quantity or of other Nature than shall have been stated in the Account given thereof, then the Person who shall have given such Account shall pay, and the Owner of such Carriage, or the respective Owners of such Articles shall also, at the Option of the Company, be liable to pay, the Costs of such measuring; but if such Articles appear to be of the same or less Weight or Quantity than shall have been stated in such Account, then the Company shall pay such Costs, and they shall also pay to such Owner of or Person having Charge of such Carriage, and to the respective Owners of such Articles, such Damage (if any) as shall appear to any Justice, on a summary Application to him for that Purpose, to have arisen from such Detention.

Milestones.

CLXIX. And in order to ascertain Distances with greater Precision and Facility, be it enacted, That the Company shall cause the Length of the said Railway to be measured, and Posts or other conspicuous Objects to be set up and maintained along the whole Line thereof at the Distance of One Quarter of a Mile from each other, with Numbers or Marks inscribed thereon, denoting such Distances.

Tolls to be taken only whilst Board

CLXX. And be it enacted, That no Tolls shall be demanded or taken by the Company for the Use of the said Railway during any Time at which

which the Boards herein-before directed to be exhibited shall not be so exhibited, or at which the Milestones herein-before directed to be set up and maintained shall not be so set up and maintained; and if any Person wilfully pull down, deface, or destroy any such Board or Milestone, he shall forfeit a Sum not exceeding Five Pounds for every such Offence.

Boards and Milestones set up.

CLXXI. And be it enacted, That it shall be lawful for the Company, from Time to Time, by Lease, to take effect in possession within Three Months from the letting thereof, to let such Tolls or any Part thereof upon the whole or any Part of the said Railway to any Party for any Period not exceeding Seven Years from the Commencement of any such Lease: Provided always, that no such letting shall take place unless public Notice of the Intention to let the Tolls or the Part thereof intended to be let shall have been given by the Company by Advertisement at least Fourteen Days prior to the Meeting of the Directors at which it shall be intended to let the Tolls.

Power to lease the Tolls.

CLXXII. And be it enacted, That during the Continuance of any such Lease the respective Lessees named therein, and also all Persons appointed by them to collect the Tolls so let, shall be deemed Collectors of the Tolls so let, and they shall have the same Powers to collect and recover such Tolls, and be subject to the same Rules, Duties, and Penalties in reference thereto, as if they had been appointed for that Purpose by the Company.

Lessees to be deemed Collectors.

CLXXIII. And be it enacted, That if any such Lease shall have become void or voidable, according to any Stipulations therein contained for that Purpose, by reason of the Failure on the Part of the Lessee to comply with any of the Terms of such Lease, or if all or any Part of the Rent thereby reserved shall be in arrear or unpaid for Twenty-one Days after the same shall become payable, then, upon Application made by the Company to a Justice, it shall be lawful for such Justice to order any Constable, with proper Assistance, to enter upon any Toll House, Dwelling House, Office, Weighing Machine, or other Building, with the Appurtenances thereto, belonging to the Company, and remove from the same the Lessee or Collector or other Person found therein, together with his Goods, and take possession thereof and of all Property found therein belonging to the Company, and deliver the same to them or any Person appointed by them for that Purpose.

Lessees making Default to be removed.

CLXXIV. And be it enacted, That upon such Possession being obtained it shall be lawful for the Company to determine the Lease (if any) previously subsisting, and the same shall accordingly be utterly void, except as to the Remedies of the Lessors for Payment of the Rent due, or in respect of unperformed or broken Obligations or Conditions on the Lessee's Part, all which Remedies shall remain in full Force; and in every such Case, either during such Proceedings or on the Termination thereof, the Company may again let the Tolls to the same or any other Person, or cause them to be collected,

Power of re-letting Tolls.

lected, in the same Manner as if no such former Lease had been made relative thereto.

Company to regulate the Use of the Railway.

CLXXV. And whereas Doubts may arise whether the Power to make Bye Laws conferred on the said Company by the said first-recited Act is sufficiently explicit, so as to extend to other Persons than those employed by the Company; be it enacted, That it shall be lawful for the Company from Time to Time, subject to the Provisions and Restrictions in the said recited Acts or in this Act contained, to make Regulations for the following Purposes; that is to say,

For regulating the Mode by which and the Speed at which Carriages using the Railway are to be moved or propelled:

For regulating the Times of the Arrival and Departure of any such Carriages at the Termini and Stations, and other Places, when incidentally necessary:

For regulating the loading or unloading of such Carriages, and the Weights which they are respectively to consist of and to carry:

For regulating the Receipt and Delivery of Goods and other Things which are to be conveyed upon such Carriages:

For preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon such Carriages, or in any of the Stations or Premises occupied by the Company:

And generally for regulating the travelling upon or using or working of the Railway:

But no such Regulation shall authorize the closing of the Railway, or prevent the Passage of Engines or Carriages on the Railway at reasonable Times, except at any Time when, in consequence of any of the Works being out of repair, or from any other sufficient Cause, it shall be necessary to close the Railway or any Part thereof.

Power to make Regulations by Bye Laws.

CLXXVI. And be it enacted, That for better enforcing the Observance of all or any of such Regulations it shall be lawful for the Company, subject to the Provisions of an Act passed in the Fourth Year of the Reign of Her present Majesty, intituled *An Act for regulating Railways*, and of another Act passed in the Fifth and Sixth Year of the Reign of Her present Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*, to make Bye Laws, and from Time to Time to repeal or alter such Bye Laws and make others, provided that such Bye Laws be not repugnant to the Laws of *Scotland*, or the Provisions of this Act; and such Bye Laws shall be reduced into Writing, and shall have affixed thereto the Common Seal of the Company; and any Person offending against any such Bye Laws shall forfeit for every such Offence any Sum not exceeding Five Pounds, to be imposed by the Company in such Bye Laws as a Penalty for any such Offence; and if the Infraction or Nonobservance of any such Bye Law or other such Regulation as aforesaid be attended with Danger or Annoyance to the Public, or Hindrance to the Company in the lawful Use of the Railway, it shall be lawful for the

Company

Company summarily to interfere to obviate or remove such Danger, Annoyance, or Hindrance, and that without Prejudice to any Penalty incurred by the Infraction of any such Bye Law.

Bye Laws to be so framed as that Penalties may be abated.

CLXXVII. And be it enacted, That such Bye Laws shall be so framed as to allow the Sheriff or Justice before whom any Penalty imposed thereby may be sought to be recovered to order a Part only of such Penalty to be paid, if such Sheriff or Justice shall think fit.

Publication of such Bye Laws.

CLXXVIII. And be it enacted, That the Substance of such Bye Laws, when confirmed or allowed according to the Provisions of any Act in force regulating the Allowance or Confirmation of the same, shall be painted on Boards, or printed on Paper and pasted on Boards, and hung up and affixed and continued on the Front or other conspicuous Part of every Office, Toll House, Wharf, or Station belonging to the Company, according to the Nature or Subject Matter of such Bye Laws respectively, and so as to give public Notice thereof to the Parties interested therein or affected thereby; and such Boards, or printed Bye Laws thereon, shall from Time to Time be renewed as often as the Bye Laws or any Part thereof shall be obliterated or destroyed; and no Penalty imposed by any such Bye Laws shall be recoverable unless the same shall have been published or kept published in manner aforesaid.

Such Bye Laws to be binding on all Parties.

CLXXIX. And be it enacted, That such Bye Laws, when so confirmed, published, and affixed, shall be binding upon and be observed by all Parties, and shall be sufficient to justify all Persons acting under the same; and with respect to the Proof of the Publication of any such Bye Laws, it shall be sufficient to prove that a printed Paper or painted Board containing a Copy of the Substance of such Bye Laws aforesaid was affixed and continued in manner by this Act directed, and in case of its being afterwards displaced or damaged then that such Paper or Board was replaced as soon as conveniently might be.

Engines to consume their Smoke.

CLXXX. And be it enacted, That every locomotive Steam Engine to be used on the said Railway shall be supplied with Coke or other Fuel not occasioning Smoke, or shall be constructed on the Principle of consuming its own Smoke; and if any Engine be not so supplied or constructed the Company or Party using such Engine shall forfeit Five Pounds for every Day during which such Engine shall be used on the said Railway.

Engines to be approved by the Company and Certificate of Approval given.

CLXXXI. And be it enacted, That no locomotive or other Engine, or other Description of moving Power, shall at any Time be brought upon or used on the said Railway, unless the same shall have been first approved of by the Company; and within Fourteen Days after Notice given to the Company by any Party desirous of bringing any such Engine on the said Railway the Company shall cause their Engineer or other Agent to examine such Engine at any Place within Three Miles Distance from the Railway to be appointed by the Owner thereof, and to report thereon to the Company, and within Seven Days after such Report, if such Engine be proper to be used on the said

said Railway, the Company shall give a Certificate to the Party requiring the same of their Approval of such Engine; and if at any Time the Engineer or other Agent of the Company report that any Engine used upon the said Railway is out of repair or unfit to be used thereon, the Company may require the same to be taken off or may forbid its Use upon such Railway, until after the same shall have been repaired to the Satisfaction of the Company, and upon the Engine being so repaired the Company shall give a Certificate to the Party requiring the same of their Approval of such Engine; and if any Difference of Opinion arise between the Company and the Owner of any such Engine as to the Fitness or Unfitness thereof for the Purpose of being used on the said Railway, such Difference shall be settled by Arbitration.

Penalty on Persons using improper Engines.

CLXXXII. And be it enacted, That if any Person, whether the Owner or other Person having the Care thereof, bring or use upon the said Railway any locomotive or other Engine, or any moving Power, without having first obtained such Certificate of Approval as aforesaid, or if after Notice given by the Company to remove any such Engine such Person do not forthwith remove the same, or if after Notice given by the Company not to use any such Engine upon the said Railway such Person do so use such Engine without having first repaired the same to the Satisfaction of the Company, and obtained such Certificate of Approval, every such Person shall in any of the Cases aforesaid forfeit a Sum not exceeding Twenty Pounds; and in any such Case it shall be lawful for the Company to remove such Engine from the said Railway.

Carriages to be constructed according to Company's Regulations.

CLXXXIII. And be it enacted, That no Carriage shall pass along or be upon the said Railway (except in directly crossing the same as herein authorized for the Occupation of the respective Lands through which such Railway may be laid, or in passing along any Carriage Road crossing the Railway,) unless such Carriage be at all Times, so long as it shall be used or shall remain on the Railway, of the Construction and in the Condition which the Regulations of the Company for the Time being shall require; and if any Dispute arise between the Company and the Owner of any such Carriage as to the Condition thereof, in reference to the then existing Regulations of the Company, such Dispute shall be settled by Arbitration.

Regulations to apply also to Company's Carriages.

CLXXXIV. And be it enacted, That the Regulations from Time to Time to be made by the Company respecting the Carriages to be used on the said Railway shall be drawn up in Writing, and be authenticated by the Common Seal of the Company, and shall be applicable alike to the Carriages of the Company and to the Carriages of other Companies or Persons using the said Railway; and a Copy of such Regulations shall, on Demand, be furnished by the Secretary of the Company to any Person applying for the same.

Penalty for using improper Carriages.

CLXXXV. And be it enacted, That if any Carriage not in the Condition which the Regulations of the Company for the Time being require be made to pass or be upon any Part of the said Railway (except as aforesaid), the Owner thereof, or any Person having for the Time

Time the Charge of such Carriage, shall forfeit a Sum not exceeding Ten Pounds for every such Offence.

Owner's Name, &c. to be registered and exhibited on Carriages.

CLXXXVI. And be it enacted, That the respective Owners of Carriages using the Railway, and carrying Passengers or Goods for Hire, shall cause to be entered with the Secretary or other Officer of the Company appointed for that Purpose the Names and Places of Abode of the Owners of such Carriages respectively, and the Numbers, Weights, and Gauges of their respective Carriages; and such Owners shall also cause the same Particulars to be painted, and to remain so painted, in large White Capital Letters and Figures on a Black Ground, or Black Capital Letters and Figures on a White Ground, Two Inches in Height at the least, and of a suitable Breadth, on some conspicuous Part of the Outside of every such Carriage, so as the same may be always open to view; and whenever required by the Company, or by any Person appointed by them for that Purpose, every such Owner shall permit his Carriage to be weighed, measured, or gauged at the Expence of the Company.

Penalties with respect to Carriages.

CLXXXVII. And be it enacted, That if any Person offend in any of the following Particulars he shall forfeit a Sum not exceeding Forty Shillings for every such Offence; (that is to say,)

If any Person bring any such Carriage upon the said Railway without having such Carriage previously weighed, measured, and gauged, and without having entered with the Secretary or Officer of the Company appointed for that Purpose the Weight, Measure, and Gauge thereof, with the Number thereof, and also the Name and Place of Abode of the Owner thereof;

If any Person bring on the said Railway any Carriage without having such Name, Place of Abode, Number, Weight, and Gauge marked thereon in the Manner herein-before directed, or if any Person alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof;

If any Person bring on the said Railway any Carriage having a false Name, Place of Abode, Number, Weight, or Gauge marked thereon; or

If any Person refuse to permit or do not permit any such Carriage to be weighed, measured, or gauged as aforesaid.

Penalty for Obstructions by improperly loading Carriages.

CLXXXVIII. And for preventing any Collision between the Carriages travelling on the said Railway, or any Obstruction to the Use thereof, be it enacted, That if the Loading of any Carriage using the said Railway extend more than Twenty-four Inches beyond the Flanch or Lip of any Wheel thereof, and the Person having the Care of such Carriage do not forthwith remove such Loading, upon Request made to him for the Purpose by some Officer of the Company, or if any Person having the Care of any Carriage, or of any Goods or Things upon the Railway, suffer the same or any Part thereof to remain thereon, so as to obstruct the Passage or working thereof, every such Person shall forfeit for every such Offence a Sum not exceeding Five Pounds for every Hour during which such Obstruction

tion shall continue after the making of such Request, and so in proportion for any less Period than an Hour; and every such Penalty shall be imposed without Prejudice to any other Provision in this Act contained.

Removal of Obstructions.

CLXXXIX. And be it enacted, That it shall be lawful for the Company to cause any such Carriage, Goods, or Things improperly loaded or improperly placed, to be unloaded, if necessary, and to be removed in any Manner proper for preventing such Collision or removing such Obstruction, and to detain such Carriage, Goods, or Things, or any Part thereof, until the Expences occasioned by such unloading, Removal, or Detention be paid; and the Company shall not, nor shall any Agent or Officer of the Company, be liable for any Damage or Loss occasioned by any such unloading, Removal, or Detention, or for any Delay occasioned thereby, or in any other Way relating thereto, except for Damage wilfully or negligently done to any Carriage, Goods, or Things so unloaded, removed, or detained, unless the same be wrongfully detained by the Company or by such Agent or Officer, and then only for so long a Time as the same shall have been so wrongfully detained.

Owners liable for Damage by Servants.

CXC. And be it enacted, That the respective Owners of Engines and Carriages passing or being upon the said Railway shall be answerable for any Trespass or Damage done by their Engines or Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said Railway, or the Machinery or Works belonging thereto, or to or upon the Property of any other Person; and every such Servant or other Person may lawfully be convicted of such Trespass or Damage before any Sheriff or Justice, either by the Confession of the Party offending, or upon the Oath of some credible Witness; and upon such Conviction every such Owner shall pay to the Company or to the Person injured, as the Case may be, the Damage, to be ascertained by such Sheriff or Justice, so that the same do not exceed Fifty Pounds.

Owners to recover from Servants.

CXCI. And be it enacted, That it shall be lawful for the Owner of an Engine or Carriage who shall pay the Amount of any Damage caused by the Misfeazance or Negligence of any Servant or other Person employed by him to recover the Amount so paid by him from such Servant or other Person by the same Means as the Company are enabled to recover the Amount of such Damage from the Owner of any Engine or Carriage.

Penalty on Persons omitting to fasten Gates.

CXCII. And be it enacted, That if any Person omit to shut and fasten any Gate set up across or at either Side of the said Railway as soon as he, and the Carriage, Cattle, or other Animals under his Care, have passed through the same, he shall forfeit for every such Offence any Sum not exceeding Forty Shillings.

Provision for Damages not otherwise provided for.

CXCIII. And be it enacted, That in all Cases where any Damages or Charges are by this Act directed or authorized to be paid, and the Method of ascertaining the Amount thereof is not provided for, such Amount, in case of Nonpayment thereof, or of any Dispute respect-

ing the same, shall be ascertained and decerned for by the Sheriff; and when by this Act any Damages or Charges are directed to be paid in addition to the Penalty for any Offence the Amount of such Damages and Charges, in case of Nonpayment thereof, or of any Dispute concerning the same, shall be determined by the said Sheriff by whom the Offender shall be convicted of such Offence; and on Nonpayment of the Damages or Charges in any of the Cases aforesaid, on Demand, the same shall be levied by Poinding and Sale of the Offender's Goods and Effects, and such Sheriff shall issue his Warrant accordingly.

For ascertaining Compensation.

CXCIV. And for the Purpose of ascertaining and determining any such Compensation, Expences, Charges, or Damages, be it enacted, That the said Sheriff may summon any Person liable to pay the same to appear before him at a Time mentioned in such Summons, and at such Time, either on the Appearance or Default of the Party summoned to appear, to inquire into any such Compensation, Expences, Charges, or Damages, and to determine the same.

Sheriff to examine Parties and Witnesses.

CXCV. And be it enacted, That where in this Act any Question of Compensation or Damages is referred to the Determination of any such Sheriff, it shall be lawful for such Sheriff to examine the Parties to such Question, and their Witnesses, on Oath, and to administer the Oaths necessary for that Purpose; and the Costs of every such Inquiry shall be in the Discretion of such Sheriff; and if either Party to any such Question fail to appear at the Time and Place appointed by such Sheriff for going into any such Question, without reasonable Excuse to the Satisfaction of such Sheriff, due Notice of such Appointment having been given to such defaulting Party, it shall be lawful for such Sheriff to proceed *ex parte*.

Proceedings need not be in Writing.

CXCVI. And be it enacted, That any Sheriff to whom any Application is authorized to be made, and before whom any judicial Proceedings shall in consequence take place or become necessary under or by virtue of this Act, shall and he is hereby authorized and required summarily to call before him all Parties who appear to him to be interested therein, and to proceed forthwith to hear *vivâ voce*, and pronounce Judgment regarding the Matters mentioned in such Application or Proceeding, or to do the several Acts and Things required by this Act to be done by him, without waiting the ordinary Course of the Roll of Causes before him, and without written Pleadings or a written Record, or reducing any Evidence which may be led by either of the Parties to Writing, unless and except where the said Sheriff shall consider that the Matters mentioned in such Application or Proceedings can with more Advantage be decided with written Pleadings and with a written Record, in which Case he shall proceed to make up a Record, and bring the said Matters to a Conclusion with all convenient Despatch; and the Orders and Judgments of the said Sheriff, when pronounced without a Record, shall be final and conclusive, and not subject to Review by Suspension or Advocation, or to Reduction, on any Ground whatever.

Distress against the Company.

CXCVII. And with respect to any Sum of Money under the Provisions of this Act adjudged by any Sheriff to be paid by the Company for which no other Mode of proceeding is provided by this Act, be it enacted, That if such Money be not paid by the Company to the Party entitled to receive the same within Thirty Days after Demand thereof in Writing, stating the Order of the Sheriff for the Payment of such Money, the Amount may be recovered by Poinding or Sale of the Goods and Effects of the Company, and the Sheriff by whom such Sum of Money shall have been ordered to be paid, or any other Sheriff, on Application, shall issue his Warrant accordingly.

Penalty on Passengers practising Fraud on the Company.

CXCVIII. And for preventing Frauds on the Company and other Carriers on the said Railway and Works, be it enacted, That if any Person travel in any Carriage of the Company, or of any other Company or Party using the said Railway, without having previously paid his Fare, and with Intent to avoid Payment thereof, or if any Person having paid his Fare for a certain Distance knowingly and wilfully proceed in any Carriage of the Company, or of any other Company or Party using the said Railway, beyond such Distance, without previously paying the additional Fare for the additional Distance, and with Intent to avoid Payment thereof, or if any Person knowingly and wilfully refuse or neglect, on arriving at the Point to which he has paid his Fare, to quit the Carriage of the Company or Party using the Railway, or if any Passenger shall refuse to deliver up his Ticket when demanded by the Company's Servants, every such Person shall for every such Offence forfeit a Sum not exceeding Forty Shillings.

Publication of Penalties.

CXCIX. And for the Purpose of providing for the due Publication of all Penalties and Forfeitures exigible under the said recited Acts or this Act, or any Bye Law of the Company, affecting other Persons than the Shareholders, Officers, or Servants of the Company, be it enacted, That from Time to Time the Company shall publish the short Particulars of the several Offences for which any such Penalty is imposed by the said recited Acts or this Act, and of the Amount of every such Penalty, and shall cause such Particulars to be painted on a Board, or printed upon Paper and pasted thereon; and shall cause such Board to be hung up or affixed on some conspicuous Part of the principal Place of Business of the Company, and where any such Penalties are of local Application shall cause such Boards to be affixed in some conspicuous Place in the immediate Neighbourhood to which such Penalties are applicable or have reference; and such Particulars shall be renewed as often as the same or any Part thereof is obliterated or destroyed; and no such Penalty shall be recoverable unless it shall have been published and kept published in the Manner herein-before required.

Application of Penalties.

CC. And with respect to the Application of the Penalties or Forfeitures recovered by virtue of the said recited Acts or this Act, the Application whereof is not otherwise provided for, be it enacted, That the Sheriff or Justice by whom any such Penalty or Forfeiture shall be imposed shall award one Half thereof to the Informer, and the

the other Half to the Poor of the Parish in which the Offence shall have been committed; or if the Place wherein the Offence shall have been committed shall be extra-parochial, then such Sheriff or Justice shall direct such Half to be applied for the Benefit of the Poor of such extra-parochial Place, or of any adjoining Parish or District, and shall order the same to be paid over to the proper Officer for that Purpose.

Penalties to be sued for within Six Months.

CCI. And be it enacted, That no Person shall be liable to the Payment of any Penalty or Forfeiture imposed by virtue of the said recited Acts or this Act for any Offence herein-before made cognizable before a Sheriff or Justice, unless the Complaint respecting such Offence shall have been made before such Sheriff or Justice within Six Months next after the Commission of such Offence.

Detention of Offenders.

CCII. And be it enacted, That if any Person be discovered either in or after committing or attempting to commit any Offence in contravention of the said recited Acts or this Act, or any of the Company's Bye Laws duly made as aforesaid, all Officers and Servants and other Persons on behalf of the Company, and all Constables, Gaolers, and Peace Officers, may lawfully apprehend and detain such Person until he can conveniently be taken before some Justice or other Magistrate, or until he be otherwise dealt with in due Course of Law.

Offices of Clerk and Treasurer to be separate.

CCIII. And be it enacted, That neither the Person who shall hold the Office of Clerk, nor the Partner of such Clerk, nor any Person in the Service or Employ of such Clerk or of his Partner, shall be eligible to be Treasurer; and that neither the Person who shall be the Treasurer, nor the Partner of such Treasurer, nor any Person in the Service or Employ of such Treasurer or of his Partner, shall be eligible to be the Clerk; and if any Person offend in any of the following Cases he shall for every such Offence forfeit One hundred Pounds; (that is to say,)

Penalty.

If any Person accept both the Office of Clerk and Treasurer:

If any Person, being the Partner of such Clerk, or in the Service or Employ of such Clerk or of his Partner, accept the Office of Treasurer, or act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer:

If any Person, being the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, accept the Office of Clerk, or act as Deputy of such Clerk, or in any Manner officiate for such Clerk:

If any such Clerk or Treasurer hold any Place of Profit or Trust under the Company other than that of Clerk or Treasurer, as the Case may be:

And any Person may sue for such Penalty in any competent Court in *Scotland*, and shall, on Recovery thereof, be entitled to full Costs of Suit.

Security to be taken.

CCIV. And be it enacted, That before any Person intrusted with the Custody or Control of Monies, whether Treasurer, Collector, or other Officer of the Company, shall enter upon his Office,

the

the Directors shall take sufficient Security from him for the faithful Execution of his Office.

Election of Auditors.

CCV. And with respect to the Appointment of Auditors, be it enacted, That the Company shall at the first Ordinary Meeting in each Year elect Two Auditors in like Manner as is provided for the Election of the Committee of Management; and every Auditor so elected, being neither removed nor disqualified, nor having resigned, shall continue to be an Auditor until another be elected in his Stead.

Qualification of Auditors.

CCVI. And be it enacted, That every Auditor shall have at least the same Number of Shares as shall be required to qualify a Member of the Committee of Management, and he shall not hold any Office in the Company, nor be in any other Manner interested in its Concerns, except as a Shareholder.

Rotation as to Auditors.

CCVII. And be it enacted, That One of such Auditors (to be determined in the first instance between themselves, and afterwards by Seniority,) shall go out of Office at the End of every Year, but the Auditor so going out shall be immediately re-eligible, and after any such Re-election shall, with respect to the going out of Office by Rotation, be deemed a new Auditor.

Vacancies in Office of Auditor.

CCVIII. And be it enacted, That if any Vacancy take place among the Auditors in the course of the current Year, then at any General Meeting of the Company the Vacancy may, if the Company think fit, be supplied by Election of the Shareholders.

Failure of Meeting to elect Auditor.

CCIX. And be it enacted, That the Provision of the said recited Acts respecting the Failure of an Ordinary Meeting at which the Committee of Management is to be chosen shall apply to any Ordinary Meeting at which an Auditor is to be appointed.

Duty of Auditors.

CCX. And be it enacted, That it shall be the Duty of such Auditors to receive from the Committee of Management the yearly or other periodical Accounts and Balance Sheet required to be presented to the Shareholders, and to examine the same.

Powers of Auditors.

CCXI. And be it enacted, That for the above Purposes such Auditors may employ such Accountants and other Persons as they may think proper, at the Expence of the Company, and they shall either make a special Report on the said Accounts, or simply confirm the same; and such Report or Confirmation shall be read, together with the Report of the Committee of Management, at the Ordinary Meeting.

Delivery of Balance Sheet, &c. by Committee of Management to Auditors.

CCXII. And be it enacted, That the Committee of Management shall deliver to such Auditors the yearly or other periodical Accounts and Balance Sheet Fourteen Days at the least before the ensuing Ordinary Meeting at which the same are required to be produced to the Shareholders as herein-after provided.

CCXIII. And

CCXIII. And be it enacted, That the Remuneration of the Committee of Management and Auditors shall from Time to Time be fixed by a General Meeting of the Company, Remuneration of Committee and of Auditors.

CCXIV. And be it enacted, That full and true Accounts shall be kept of all Sums of Money received or expended on account of the Company by the Committee of Management, and all Persons employed by or under them, and of the Articles, Matters, and Things for which such Sums of Money shall have been received or disbursed and paid. Accounts to be kept.

CCXV. And be it enacted, That the Books of the Company shall be brought to a Balance Fourteen Days at least before each annual General Meeting; and forthwith on the Books being so balanced an exact Balance Sheet shall be made up, which shall exhibit a true Statement of the Capital Stock, Credits, and Property of every Description belonging to the Company, and the Debts due by the Company at the Date of making such Balance Sheet, and a distinct View of the Profit or Loss which shall have arisen on the Transactions of the Company in the course of the preceding Year; and previously to each annual General Meeting such Balance Sheet shall be examined and docketed by the Committee of Management, or any Three of their Number, and shall be signed by the Chairman or Deputy Chairman of the Committee of Management. Books to be balanced.

CCXVI. And be it enacted, That the Company shall every Year cause to be prepared an Account in abstract showing the total Receipts and Expenditure of all Funds levied by virtue of this and the said recited Acts for the Year preceding, under the several distinct Heads for Receipts and Expenditure, with a Statement of the Balance of the said Account, duly audited, and certified by the Clerk of the Company, and shall transmit a Copy of the said Account free of Charge to the Sheriff Clerk of the County of *Lanark* on or before the Twenty-eighth Day of *February* in each Year, which Account shall be open to the Inspection of the Public at all seasonable Times on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the Company shall omit to prepare or transmit such Account as aforesaid they shall forfeit for every such Offence the Sum of Ten Pounds. Company to render an annual Account, and a Copy thereof to be transmitted to the Sheriff Clerk.

CCXVII. And with respect to Actions brought in respect of any Proceedings under the Provisions of the said recited Acts or this Act, be it enacted, That if before Action brought any Party, having committed any Irregularity, Trespass, or other wrongful Proceeding in the Execution of the said recited Acts or of this Act, or by virtue of any Power or Authority thereby given, make Tender of sufficient Amends to the Party injured, such last-mentioned Party shall not recover in any Action brought on account of such Irregularity, Trespass, or other wrongful Proceeding; and if no such Tender shall have been made it shall be lawful for the Defender, by Leave of Tender of Amends.

the Court where such Action shall be pending, at any Time before the Record is closed, to pay into Court such Sum of Money as he shall think fit, and thereupon such Proceedings, Order, and Adjudication shall be had as in other Cases where Defenders are allowed to pay Money into Court.

Repeal of Limitation of Actions.

CCXVIII. And whereas by the said first-recited Act it is enacted, that no Action, Suit, or Complaint shall be brought, commenced, or prosecuted against any Person or Persons for any thing done or to be done in pursuance of this Act, or in execution of any of the Powers or Authorities, or any of the Orders, made, given, or directed in, by, or under this Act, unless One Month's previous Notice in Writing be given by the Person or Persons intending to commence and prosecute such Action, Suit, or Complaint to the said Company of Proprietors, or to their Clerk or Treasurer for the Time being, or unless such Action, Suit, or Complaint be brought and commenced within Three Calendar Months next after the Fact committed, or in case there shall be a Continuation of Damage, then within Three Calendar Months next after the doing or committing such Damages shall cease, and not afterwards; and that the Defender or Defenders in such Action, Suit, or Complaint shall and may give the said Act and the special Matter in Evidence at any Proceedings to be had thereupon, and that the same was done in pursuance and by the Authority of the said Act; and that if it shall appear to have been so done, or if such Action, Suit, or Complaint shall have been brought or commenced before or after the respective Time so limited for bringing or commencing the same, then and in every such Case Judgment shall be given for the Defender or Defenders; and if any such Action, Suit, or Complaint shall be dismissed or found irrelevant, or if the same shall be suffered to fall asleep, or if Judgment shall be given against the Pursuer or Pursuers, that the Defender or Defenders shall have Treble Costs or Expences, and shall have such Remedy for the same as any Defender hath for Costs of Suit in any other Case by Law; and it is expedient that the said Provision should be repealed; be it therefore enacted, That the same shall be and is hereby repealed.

Portion of Railway to be eventually conveyed to the Monkland and Kirkintilloch Railway Company.

CCXIX. And be it enacted, That if, after the Completion of the Portion of the Extension of the said Railway from *Summerlee* to the *Wishaw and Coltness* Railway, the *Monkland and Kirkintilloch* Railway Company, having previously obtained Authority from Parliament to that Effect, shall make Tender to the Company of the whole Expence of acquiring, making, and completing such Portion, the Amount of which Expence, in case of Difference, shall, on the Application of either Party, and after hearing Parties thereon, be finally determined by the Sheriff of the County, then, upon Payment of such Expence, if not exceeding the Sum of Thirty thousand Pounds, and if exceeding Thirty thousand Pounds, then upon Payment of the Sum of Thirty thousand Pounds, the Company shall be bound to convey and make over, with and subject to the same Powers, Provisions, Conditions, Limitations, Restrictions, and Enactments

ments relating thereto which are contained in this Act, the said Portion of the said Railway to the said *Monkland and Kirkintilloch* Railway Company absolutely, with all the Works thereto belonging: Provided always, that if such Tender shall not be made before the End of the Session of Parliament ensuing One Year after the Completion of such Extension (to be certified by the Sheriff of the County) the same shall thereafter be and remain the Property of the Company under the Powers and Provisions of this Act.

Recited Acts not to be affected, except where inconsistent.

CCXX. And be it enacted, That nothing herein contained shall be held to repeal, alter, or affect the Provisions of the several Acts before recited or any of them, except in so far as the Provisions of this Act may be inconsistent therewith.

Nothing herein to exempt the Railway from any general Act.

CCXXI. Provided always, and be it enacted, That nothing herein contained shall be deemed or construed to exempt the said Railway by this Act and the recited Acts authorized to be made from the Provisions of any general Act relating to Railways which may pass during the present or any future Session of Parliament.

Interpretation of Act.

CCXXII. And be it enacted, That in this Act and the said recited Acts the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number:

Words importing the Masculine Gender shall include Females:

The Word "Month" shall mean Calendar Month:

The Word "Oath" shall include Affirmation in case of Quakers, or other Declaration or Solemnity lawfully substituted for an Oath in the Case of other Persons exempted by Law from the Necessity of taking an Oath.

The Word "Secretary" shall include the Word "Clerk," and *vice versâ*:

The Word "Lands" shall extend to Lands, Tenements, and Heritages, of whatever Kind or Tenure:

The Word "Sheriff" shall mean the Sheriff of the County of *Lanark*, and include Sheriff Substitute; and the Words "Sheriff Clerk" shall mean the Sheriff Clerk of the County of *Lanark*, and include Sheriff Clerk Depute:

The Word "Justice" shall mean Justice of the Peace for the County or City where the Matter shall arise, and who shall not be interested therein:

The Word "Toll" shall include any Rate or Charge or other Payments payable under this Act for any Passenger, Animal, Carriage, Goods, Merchandize, Articles, Matters, or Things conveyed on the Railway:

The

The Expression "the Railway" shall mean "the *Glasgow, Garnkirk, and Coatbridge* Railway:"

The Expression "the Company" shall mean "the *Glasgow, Garnkirk, and Coatbridge* Railway Company."

Public Act. CCXXIII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

The

# The SCHEDULES to which this Act refers.

## SCHEDULE (A.)

*Form of Conveyance.*

I of in consideration of the Sum of paid to me (*or, as the Case may be,* into the Bank, *or* to *A. B.* of and *C. D.* of , Two Trustees appointed to receive the same), pursuant to an Act passed, *&c.*, intituled, *&c.*, by the Glasgow, Garnkirk, and Coatbridge Railway Company, incorporated by the said Act, do hereby convey to the said Company, their Successors and Assignees, all [*describing the Premises to be conveyed*], together with all Rights and Appurtenances thereto belonging, and all such Estate, Right, Title, and Interest in and to the same as I am or shall become seised or possessed of, or am by the said Act empowered to convey, to hold the Premises to the said Company, their Successors and Assignees for ever, according to the true Intent and Meaning of the said Act [*here insert the Conditions* (*if any*) *of the Conveyance, a Registration Clause for Preservation and Diligence, and a Testing Clause, according to the Form of the Law of Scotland*].

## SCHEDULE (B.)

*Form of Conveyance in consideration of Feu Duty.*

I of in consideration of the increased Feu Duty to be paid to me, my Heirs and Assignees, as herein-after mentioned, by the Glasgow, Garnkirk, and Coatbridge Railway Company, established and incorporated by virtue of an Act passed, *&c.*, intituled, *&c.*, do hereby convey to the said Company, their Successors and Assigns, all [*describing the Premises to be conveyed*], together with all Rights and Appurtenances thereunto belonging, and all my Estate, Right, Title, and Interest in and to the same and every Part thereof; to hold the said Premises to the said Company, their Successors and Assignees for ever, according to the true Intent and Meaning of the said Act, they the said Company, their Successors and Assignees, yielding and paying unto me, my Heirs and Assigns, one clear annual Feu Duty of by equal quarterly [*or* half-yearly, *as agreed upon*] Portions henceforth on the [*stating the Days*], [*here insert Conditions of Grant* (*if any*), *and insert a Registration Clause for Preservation and Diligence, and a Testing Clause, according to the Law of Scotland*].

## SCHEDULE (C.)

### COATBRIDGE BRANCH.

| No. on Plan. | Owners or reputed Owners. | Lessees or reputed Lessees. | Occupiers. | Description of Property. | Parish in which situated. |
|---|---|---|---|---|---|
| 1, 1 | The Garnkirk and Glasgow Railway Company. | Unlet - - | The Garnkirk and Glasgow Railway Company. | Garnkirk and Glasgow Railway, and Ground occupied by the Coatbridge Branch of that Railway. | Old Monkland Parish and Gartsherrie quoad sacra Parish. |
| 2, 2, 2 | Mark Sprot, Robert Steuart, Charles Alexander King, Trustees for the Garnkirk and Glasgow Railway Company. | Unlet - - | The Garnkirk and Glasgow Railway Company. | Ground occupied by the Coatbridge Branch Railway. | Ditto. |
| 3 | The Heritors or Statute Labour Trustees of Old Monkland Parish. | Unlet - - | The Public - | Parish Road - | Ditto. |
| 4, 4 | John Hamilton Colt - | William Alexander and James Baird, in trust for William Baird & Co. | John Hamilton Colt and William Baird & Co. | Occupation Roads - | Ditto. |
| 5, 5 | John Hamilton Colt - | Unlet - - | John Hamilton Colt | Private Railways - | Ditto. |
| 6 | John Hamilton Colt - | The said William Alexander and James Baird, in trust for William Baird & Co. | William Baird & Co. | Footpath - - | Ditto. |
| 7 | John Hamilton Colt - | The said William Alexander and James Baird, in trust for William Baird & Co. | William Baird & Co. | Occupation Road - | Ditto. |
| 8, 8 | Mark Sprot, Robert Steuart, Charles Alexander King, Trustees for the Garnkirk and Glasgow Railway Company. | Unlet - - | The Garnkirk and Glasgow Railway Company. | Ground occupied by the Coatbridge Branch Railway. | Ditto. |
| 9 | Heritors or Statute Labour Trustees of Old Monkland Parish. | Unlet - - | The Public - | Parish Road - | Ditto. |
| 10 | William Baird - - | William Alexander and James Baird, in trust for William Baird & Co. | William Baird & Co. | Quarry Road - | Ditto. |

| No. on Plan. | Owners or reputed Owners. | Lessees or reputed Lessees. | Occupiers. | Description of Property. | Parish in which situated. |
|---|---|---|---|---|---|
| 11<br>11<br>11 | Mark Sprot, Robert Steuart, Charles Alexander King, Trustees for the Garnkirk and Glasgow Railway Company. | Unlet - - | The Garnkirk and Glasgow Railway Company. | Ground occupied by the Coatbridge Branch. | Old Monkland Parish and Gartsherrie quoad Sacra Parish. |
| 12 | Alexander Blair, Treasurer for Governor and Company of the Bank of Scotland, and John Wilson, George Wilson, John Neilson, and Walter Neilson. | Unlet - - | John Wilson, George Wilson, John Neilson, and Walter Neilson, Partners of Wilsons & Co. | Farm or Occupation Road. | Ditto. |
| 13 | Ditto - - | Ditto - - | Ditto - - | Ditto - - | Ditto. |
| 14 | Ditto - - | Ditto - - | Ditto - - | Ditto - - | Ditto. |

NOTES:—

1. John Hamilton Colt, Esquire, is Owner of the Minerals under Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, and William, James, and Alexander Bairds, in trust for William Baird and Company, are Lessees of the Coal and other Minerals therein, and John Wilson, George Wilson, John Neilson, and Walter Neilson, as Partners of Wilsons and Company, are Lessees of the Ironstone therein.
2. The said John Wilson, George Wilson, John Neilson, and Walter Neilson, as Partners foresaid, and Alexander Blair, Esquire, are Owners of the Minerals under Numbers 11, 12, 13, and 14.
3. John Hamilton Colt is Feudal Superior of the Numbers 1 to 8 inclusive, and 10, and William Baird, Esquire, is Sub-Superior of No. 8.
4. Andrew Buchanan, George More Nisbett, William Lockhart, and Robert Sym Wilson, Trustees of Robert Carrick Buchanan, deceased, are Superiors of Numbers 11, 12, 13, and 14, and John Wilson, George Wilson, John Neilson, and Walter Neilson, and Alexander Blair are Sub-Superiors thereof.
5. Robert Wallace, Esquire, and Andrew Buchanan, Esquire, as Life-renters, are interested in the Superiority of Nos. 11, 12, 13, and 14.

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## EASTERN EXTENSION FROM COATBRIDGE BRANCH.

| No. on Plan. | Owners or reputed Owners. | Lessees or reputed Lessees. | Occupiers. | Description of Property. | Parish in which situated. |
|---|---|---|---|---|---|
| 1 | Mark Sprot, Robert Steuart, Charles Alexander King, Trustees for the Garnkirk and Glasgow Railway Company. | Unlet - - | The Garnkirk and Glasgow Railway Company. | Ground occupied by the Coatbridge Branch of the Garnkirk and Glasgow Railway. | Old Monkland and Gartsherrie quoad Sacra. |
| 2 | The same Trustees for the Garnkirk and Glasgow Railway Company, and also partly claimed by the Company of Proprietors of the Monkland Navigation. | Unlet - - | The said Trustees and Wilsons and Company. | Vacant Ground - | Ditto. |

| No. on Plan. | Owners or reputed Owners. | Lessees or reputed Lessees. | Occupiers. | Description of Property. | Parish in which situated. |
|---|---|---|---|---|---|
| 2 a, 2 a, 2 a | Messrs. Wilsons and Co., John Wilson, George Wilson, John Neilson and Walter Neilson, and Alexander Blair, Esquire, Treasurer to and for Behoof of the Governor and Company of the Bank of Scotland, also partly claimed by the Company of Proprietors of the Monkland Navigation. | Unlet - - | Wilsons and Company. | Vacant Ground & Sandholes, | Old Monkland and Gartsherrie quoad Sacra. |
| 2 b | Ditto Ditto - | Unlet - - | Wilsons and Company. | Coal Pit and Steam Engine. | Ditto. |
| 3 | The said John Wilson, George Wilson, John Neilson and Walter Neilson, and Alexander Blair, also partly claimed by the Company of Proprietors of the Monkland Navigation. | Unlet - - | Wilsons and Company. | Occupation Road - | Ditto. |
| 3 a | The said John Wilson, George Wilson, John Neilson and Walter Neilson, and Alexander Blair, and partly claimed by Andrew Buchanan, George More Nisbett, William Lockhart, and Robert Sym Wilson, Trustees of Robert Carrick Buchanan. | Unlet - - | Wilsons and Company and the Public. | Footpath - - | Ditto. |
| 4 | Company of Proprietors of the Monkland Navigation. | Ditto - - | Company of Proprietors of the Monkland Navigation. | Canal Tracking Path and Banks of Canal. | Ditto. |
| 5 | Right Honourable Lord Belhaven, also claimed by Trustees of said Robert Carrick Buchanan, and by Company of Proprietors of Monkland Navigation. | Ditto - - | Company of Proprietors of the Monkland Navigation. | Vacant Ground - | Ditto. |
| 6 | Trustees of the Airdrie and Bathgate Turnpike Road. | Unlet - - | The Public - - | Turnpike Road - | Ditto. |
| 7 | Thomas Smellie - | James Crawford - | Thomas Smellie and James Crawford. | Dwelling Houses and vacant Ground. | Ditto. |
| 7 a | Thomas Smellie - | Samuel Paterson, Richard Smith, Charles Hendry, Robert Gartshore. | Samuel Paterson, Richard Smith, Charles Hendry, Robert Gartshore. | Shops and Dwelling Houses. | Ditto. |
| 7 b | Thomas Smellie - | Andrew Butt, Joseph Robertson. | Andrew Butt, Joseph Robertson. | Ditto - - | Ditto. |

| No. on Plan. | Owners or reputed Owners. | Lessees or reputed Lessees. | Occupiers. | Description of Property. | Parish in which situated. |
|---|---|---|---|---|---|
| 8 | Mark Sprot, Robert Steuart, Charles Alexander King, Trustees for the Garnkirk and Glasgow Railway Company. | Unlet - - | No Occupants - | Vacant Ground - | Old Monkland. |
| 9 | The same Trustees and Thomas Smellie. | William Smellie - | William Smellie - | Engineers Workshop and Steam Engine. | Ditto. |
| 10 | The same Trustees - | John White, Thomas Wilkie, David Ramsay. | John White, Thomas Wilkie, David Ramsay. | Dwelling Houses - | Ditto. |
| 11 | The same Trustees - | William Martin, George Bushfield, Robert Ferguson. | William Martin, George Bushfield, Robert Ferguson. | Ditto - - | Ditto. |
| 12 | The same Trustees - | Mrs. Martin, Duncan Anderson, Robert Ferguson. | Mrs Martin, Duncan Anderson, Robert Ferguson. | Ditto - - | Ditto. |
| 13 | The same Trustees - | John Eadie, William Martin, James Sommerville, James Fillans. | John Eadie, William Martin, James Sommerville, James Fillans. | Dwelling Houses and Gardens. | Ditto. |
| 14 | James Frew - - | James Frew junior | James Frew junior | Vacant Ground and Garden. | Ditto. |
| 14 a | James Frew - - | Michael Munday - | Michael Munday - | House - - | Ditto. |
| 14 b | James Frew - - | John Hill, Robert Frew. | John Hill, Robert Frew. | Wrights Shop and House. | Ditto. |
| 14 c | James Frew - - | John White - | John White - | Vacant Ground - | Ditto. |
| 15 | James Frew - - | Peter Cuningham, Mrs. Brown, Margaret Clark. | Peter Cuningham, Mrs. Brown, Margaret Clark. | Dwelling Houses - | Ditto. |
| 15 a | James Frew - - | Isaac Gibb, Miss Beattie, John Murray, William Thom. | Isaac Gibb, Miss Beattie, John Murray, William Thom. | Dwelling House and Shops. | Ditto. |
| 15 b<br>15 b | Thomas Frew - - | James Walker, Thomas Hill. | Thomas Frew, James Walker, Thomas Hill, and James Wilson. | Dwelling Houses and Gardens and Stables. | Ditto |
| 15 c | James Frew - - | James Frew junior | James Frew junior | Dwelling House - | Ditto. |
| 15 d | Thomas Frew - - | James Morton, John Mackay, James Chalmers, Fleming Robb. | James Morton, John Mackay, James Chalmers, Fleming Robb. | Dwelling Houses and Yards. | Ditto. |
| 16 | The Heritors or Trustees for Statute Labour of Old Monkland Parish, Trustees of Robert Buchanan, deceased, and Mark Sprot and others, as Trustees foresaid, and Archibald Reid. | Unlet - - | The Public - - | Old Road, formerly the Road between Glasgow and Edinburgh. | Ditto. |
| 17 | Archibald Reid - | John Russell, Widow Morton. | John Russell, Widow Morton. | Dwelling Houses - | Ditto. |
| 18 | Trustees of Robert Buchanan. | Unlet - - | Unoccupied - - | Road now shut up. | Ditto. |

| No. on Plan. | Owners or reputed Owners. | Lessees or reputed Lessees. | Occupiers. | Description of Property. | Parish in which situated. |
|---|---|---|---|---|---|
| 19 | Andrew Buchanan - | Unlet - - | Unoccupied - | Waste Garden Ground, and old Byre. | Old Monkland. |
| 20, 20 | Andrew Buchanan - | Ditto - - | Ditto - - | Waste Ground and Garden. | Ditto. |
| 20 a | Trustees of Robert Buchanan, deceased, or Andrew Buchanan. | John Gardner Lindsay, Robert Bowie, James Morgan, John Tennent, George Taylor, James Shoolen. | John Gardner Lindsay, Robert Bowie, James Morgan, John Tennent, George Taylor, James Shoolen. | Dwelling Houses and Yards. | Ditto. |
| 21 | Trustees of Robert Buchanan, deceased, or Andrew Buchanan. | Robert Addie, Robert Miller, and Patrick Rankine. | Andrew Buchanan and Robert Addie, Robert Miller and Patrick Rankin. | Railway to Langloan Iron Works. | Ditto. |
| 22 | John Wilson of Dundyvan. | Unlet - - | John Wilson - | Private Road to Dundyvan House. | Ditto. |
| 23, 23 | Ditto - - | Ditto - - | Ditto - - | Arable Land - | Ditto. |
| 24 | Ditto - - | James Robertson John Thorburn, Robert Prentice. | John Wilson, James Johnston, John Thorburn, Robert Prentice. | House occupied as a Provision Store and Dwelling Houses. | Ditto. |
| 25 | Ditto - - | Robert Henderson - | John Wilson, Robert Henderson. | Stable and Dwelling House. | Ditto. |
| 26 | Ditto - - | Thomas M'Micking, John Heugh, George Cuthil, John Rowson. | Thomas M'Micking, John Heugh, George Cuthil, John Rowson. | Dwelling Houses - | Ditto. |
| 27 | Ditto - - | Unlet - - | John Wilson - | Road - - | Ditto. |
| 28 | Ditto - - | Ditto - - | John Wilson and James Johnstone. | House used in connexion with Store. | Ditto. |
| 29 | Ditto - - | Ditto - - | Ditto - - | Dung Depôts, &c. - | Ditto. |
| 30 | Ditto - - | Ditto - - | Ditto - - | Stables and Hay Lofts. | Ditto. |
| 31, 31, 31, 31, 31. | Ditto - - | Ditto - - | Ditto - - | Private Railways - | Ditto. |
| 32 | Ditto - - | Ditto - - | Ditto - - | Occupation Road - | Ditto. |
| 33 | Ditto - - | Ditto - - | Ditto - - | Weigh-house - | Ditto. |
| 34, 34 | Ditto - - | Ditto - - | Ditto - - | Coke Bank and vacant Ground. | Ditto. |
| 35 | Ditto and James Hozier. | Ditto - - | Ditto and James Hozier. | Luggie Burn - | Ditto. |
| 36, 36 | James Hozier - - | Unlet - - | Unoccupied - | Copse Wood and Waste Ground. | Ditto. |
| 37 | Ditto and John Wilson. | John Wilson - | John Wilson - | Private Railway - | Ditto. |
| 38 | Ditto - - | Ditto - - | Ditto - - | Ditto - - | Ditto. |
| 39 | James Hozier - - | Unlet - - | Unoccupied - | Intended Weigh-house. | Ditto. |
| 40, 40 | Ditto - - | John Wilson - | John Wilson - | Char Hills and Waste Ground. | Ditto. |
| 41 | Ditto - - | James Leckie - | James Leckie - | Arable Ground - | Ditto. |
| 42 | Ditto - - | Ditto - - | Ditto - - | Dwelling House and Offices. | Ditto. |
| 43 | Ditto - - | John Wilson - | John Wilson - | Arable Ground - | Ditto. |
| 44 | Ditto - - | John Wilson - | John Wilson - | Arable Ground - | Ditto. |

| No. on Plan. | Owners or reputed Owners. | Lessees or reputed Lessees. | Occupiers. | Description of Property. | Parish in which situated. |
|---|---|---|---|---|---|
| 45, 45 | James Hozier - - | John Wilson - | John Wilson - | Arable Ground and Waste Ground. | Old Monkland. |
| 46 | Ditto and John Wilson. | John Wilson - | Ditto - - | Private Railway - | Ditto. |
| 46 a | Ditto - - | Ditto - - | Ditto - - | Ditto - - | Ditto. |
| 47 | James Hozier - | Ditto - - | Ditto - - | Occupation Road - | Ditto. |
| 48, 48 | The Heritors or Statute Labour Trustees of Old Monkland Parish. | Unlet - - | The Public - | Parish or Statute Labour Road. | Ditto. |
| 48 a | Ditto - - | Ditto - - | Ditto - - | Ditto - - | Ditto. |
| 48 b | Monkland and Kirkintilloch Railway Company. | Unlet - - | Railway Company and Traders. | Railways - - | Ditto. |
| 49 | James Shaw - - | William Scott, David Johnstone. | James Shaw, William Scott, David Johnstone. | Dwelling Houses and Gardens. | Ditto. |
| 49 a<br>49 a | John Shaw - - | William M'Birnie, William Mackie, Robert Hamilton junior, James Walker, James Smith. | William M'Birnie, William Mackie, Robert Hamilton junior, James Walker, James Smith. | Dwelling Houses and Gardens. | Ditto. |
| 49 b | Robert Hamilton - | Alexander Coats - | Alexander Coats, Robert Hamilton. | Dwelling House and Garden. | Ditto. |
| 49 c | William M'Morland - | James Robertson, John Davidson. | James Robertson, John Davidson. | Dwelling House and Garden. | Ditto. |
| 49 d | Matthew Carruthers - | Andrew Wilson, William Davidson. | Andrew Wilson, William Davidson. | Ditto - - | Ditto. |
| 50 | James Shaw - | James Penman, Robert Downes. | James Penman, Robert Downes. | Ditto - - | Ditto. |
| 51 | Archibald Thomson - | James Mack, Alexander Hunter, David Brownlie. | James Mack, Alexander Hunter, David Brownlie, Archibald Thomson. | Ditto - - | Ditto. |
| 52 | George Hamilton - | Unlet - - | George Hamilton - | Ditto - - | Ditto. |
| 53 | Monkland and Kirkintilloch Railway Company. | Unlet - - | The said Railway Company, and William Lish, their Collector. | House and Courtyard. | Ditto. |
| 54 | Ditto - - | Unlet - - | Ditto - - | Garden-ground - | Ditto. |
| 55 | Ditto - - | Robert Addie and Robert Miller. | Monkland and Kirkintilloch Railway Company, and Robert Addie, and Robert Miller. | Rosehall Branch of the Monkland and Kirkintilloch Railway. | Ditto. |
| 56 | Ditto - - | Unlet - - | Unoccupied - | Vacant Ground - | Ditto. |
| 57 | James Hozier - | Alexander Christie, John Wilson Farmer. | John Wilson Farmer | Pasture Ground - | Ditto. |
| 58 | Ditto - - | William Dixon - | William Dixon - | Old Pit and Char Hills. | Ditto. |
| 59 | Ditto, and William Dixon. | Ditto - - | Ditto - - | Private Tram Railway. | Ditto. |

| No. on Plan. | Owners or reputed Owners. | Lessees or reputed Lessees. | Occupiers. | Description of Property. | Parish in which situated. |
|---|---|---|---|---|---|
| 60 | James Hozier - | Alexander Christie, John Wilson, Farmer. | The said John Wilson. | Arable Ground - | Old Monkland |
| 61 | Heritors or Statute Labour Trustees of Old Monkland Parish, and Wishaw and Coltness Railway Company. | Unlet - - | The Public, and Railway Company. | Parish Road, and Bridge over Wishaw and Coltness Railway. | Ditto. |
| 62, 62, | Wishaw and Coltness Railway Company. | Unlet - - | The Wishaw and Coltness Railway Company and Traders. | Wishaw and Coltness Railway, and vacant Ground. | Ditto. |

NOTES:—

1. Alexander Blair, Treasurer for the Governor and Company of Bank of Scotland, and John Wilson, George Wilson, Walter Neilson, and John Neilson are Owners of the Minerals under 1, 2, 3, and 3 a.
2. Andrew Buchanan, as representing the Drumpeller Coal Company, is Lessee of the Minerals under Nos. 5 to 21, both inclusive.
3. William Dixon is original Lessee, and John Wilson of Dundyvan is Lessee of the Minerals under 35 to 48, both inclusive; and William Dixon is Lessee of the Minerals under Nos. 49 to 62, both inclusive.
6. The Trustees of Robert Carrick Buchanan, deceased, are Proprietors or Superiors of Feu Duties payable from all or certain Portions of Nos. 22 to 34, inclusive.
5. The said Trustees are Superiors of Nos. 1 to 3 a, inclusive, and Nos. 6 to 21, inclusive.
4. The Right Honourable Lord Belhaven and Stenton is Superior, or reputed Superior, of Nos. 4 and 5.
1. Robert Wallace, Esquire, and Andrew Buchanan, Esquire, are interested as Life-renters in Nos. 1 to 5, inclusive.

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## WESTERN EXTENSION.

| No. on Plan. | Owners or reputed Owners. | Lessees or reputed Lessees. | Occupiers. | Description of Property. | Parish in which situated. |
|---|---|---|---|---|---|
| 1, 1, | Garnkirk and Glasgow Railway Company. | Unlet - - | The said Company and Traders. | Railway - - | Barony Parish. |
| 2, 2, 2, 2, | } Ditto - - | Ditto - | Ditto - - | Depôt Ground - | Ditto |
| 3 | Ditto - - | Ditto - - | Ditto - - | Road from Depôt - | Ditto. |
| 4 | The Company of Proprietors of the Forth and Clyde Navigation. | Ditto - - | The said Navigation Company and Traders. | Canal called Cut of Junction, Banks and Tracking Path. | Ditto. |
| 5 | William Stewart Stirling Crawford and John and Matthew Perston Bell. | Ditto - - | The Public - | Road or Street - | Ditto. |
| 6 | John and Matthew Perston Bell. | Ditto - - | Unoccupied - | Vacant Ground - | Ditto. |

| No. on Plan. | Owners or reputed Owners. | Lessees or reputed Lessees. | Occupiers. | Description of Property. | Parish in which situated. |
|---|---|---|---|---|---|
| 7, 7, | The said William Stewart Stirling Crawford. | Unlet - - | Unoccupied - | Vacant Ground - | Barony Parish. |
| 7 a | Ditto, and the Edinburgh and Glasgow Railway Company. | Ditto - - | The Public - | Street or Road - | Ditto. |
| 7 b | Ditto - - | Ditto - - | Ditto - - | Ditto - - | Ditto. |
| 8 | William Stewart Stirling Crawford, and John Leadbetter and Mrs. Rosina Strang or Smith. | Ditto - - | Ditto - - | Ditto - - | Ditto. |
| 9 | William Stewart Stirling Crawford. | Ditto - - | Unoccupied - | Vacant Ground - | Ditto. |
| 10 | The Statute Labour Trustees of the Barony Parish. | Ditto - - | The Public - | Public Road called Dobbies Loan. | Ditto. |
| 11 | William Stewart Stirling Crawford. | Ditto - - | Unoccupied - | Vacant Ground - | Ditto. |
| 12 | John Allan junior - | Ditto - - | John Allan junior - | Houses, Part of Chemical Work. | Ditto. |
| 13, 13, 13, | The Heirs of Patrick Bell of Cowcaddens, viz. Miss Mary Hamilton, Captain William Lockhart, M. P., Sir William A. Maxwell, John Campbell Colquhoun, M. P. | Ditto - - | Unoccupied - | Quarry Ground, unquarried. | Ditto. |
| 14, 14, 14, | The said Proprietors - - | Robert Taylor and J. Dalziel, and James Neilson. | Taylor and Dalzeil, and James Neilson. | Quarry called Cowcaddens Quarry. | Ditto. |
| 15 | The same Proprietors | Unlet - - | Casual Occupiers, James Campbell, John Thomson, John M'Kay, John Melville, Daniel M'Lure. | Pigs Houses - - | Ditto. |
| 16, 16, | Thomas Frame, Robert Frame junior, William Hutchison. | Ward and Henderey. | Ward and Henderey. | Quarry - - | Ditto. |
| 17 | James C. Frazer, David Frazer junior. | Unlet - - - | Unoccupied - | Vacant Building Ground. | Ditto. |

NOTE —

1. William Stewart Stirling Crawford, Esquire, is Superior of 1 to 12, inclusive.
2. The Heirs of Patrick Bell, Esquire, are Superiors of No. 16, 16, 17.

## SCHEDULE (D.)

*Form of Mortgage.*

The Glasgow, Garnkirk, and Coatbridge Railway Company.

Mortgage No. £

By virtue of an Act passed in the Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*], and the Acts therein recited, we, the Glasgow, Garnkirk, and Coatbridge Railway Company, in consideration of the Sum of paid to us by *A. B.* of do hereby assign and convey unto the said *A.B.*, his Executors, Administrators, and Assignees, the said Undertaking [and (*in case such Loan shall be in anticipation of the Capital authorized to be raised*) all future Calls on Shareholders], and all the Tolls and Sums of Money arising by virtue of this and the said recited Acts, and all the Estate, Right, Title, and Interest of the Company in the same, to hold unto the said *A.B.*, his Executors, Administrators, and Assignees, until the said Sum of Pounds, together with Interest for the same at the Rate of for every One hundred Pounds by the Year, be satisfied [the Principal Sum to be repaid at the End of Years (*in case any Period be agreed on for that Purpose*)]. In witness whereof [*here insert a Testing Clause according to the Form of the Law of Scotland*].

Given under our Common Seal, the Day and Year above written.

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## SCHEDULE (E.)

*Form of Transfer.*

I *A.B.* of in consideration of the Sum of paid to me by *C.D.* of do hereby transfer to the said *C.D.*, his Executors, Administrators, and Assignees, a certain Mortgage [*or* Assignment] Number made by bearing Date the Day of for securing the Sum of and Interest [*or, if such Transfer be by Endorsement*, the within Security], and all my Right, Estate, and Interest in and to the Money thereby secured, and in and to the Tolls, Money, and Property thereby assigned or conveyed. In witness whereof [*here insert a Testing Clause according to the Form of the Law of Scotland*].

Given under our Common Seal, the Day and Year above written.

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